

STATE OF MISSISSIPPI

COUNTY OF JACKSON

KNOW ALL MEN BY THESE PRESENTS that CREARE CORPORATION OF MISSISSIPPI, the owner of that certain property known as St. Andrew's on the Gulf, Part 1, Blocks A, B & C as per plat thereof recorded in Book 11, Page 27 of the Records of Plats of Jackson County, Mississippi and in Section 7, Township 8 South, Range 7 West of Jackson County, Mississippi, does hereby covenant to and with all future purchasers and encumbrancers of the lots included within said subdivision effective from this day forward, as follows:

1. No improvements of any character shall be erected and none begun, nor any change made in the exterior design of such improvements after the original construction has begun on any lot unless and until the cost, type and size thereof; materials to be used in construction; exterior lighting; plans, specifications and details thereof, and lot plans, showing the proposed location of all improvements upon the lot, final lot grades and slopes, and details of the drive-way shall have been approved in writing by the St. Andrews Control Committee and copies of said plans, specifications, and details shall have been lodged permanently with the Control Committee. Plans submitted to the Control Committee shall have a scale not less than 1 inch for every 20 feet, elevations shall be on a scale of not less than 1/4 inch for each foot; and floor plans, etc., shall have a scale of not less than 1/4 inch for each foot. Improvements as used herein is intended to mean the improvements of every kind and character which shall be placed upon a lot, or in the appurtenant waterways. Plans may be disapproved for any reason including purely aesthetic reasons, but approval shall not be unreasonably withheld.
2. No structure shall be erected or placed on any lot which does not have a sheltered auto parking space and closed storage space.
3. The exterior of all structures, including garage, shall be completed in accordance with the approved plans and specifications therefor within a period of one year from the commencement of construction thereof.
4. No tree lying without the approved building and driveway area having a diameter of more than six inches measured two feet above ground level shall be removed without the approval of the Control Committee.
5. No offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon, or in the appurtenant waterways, which may be or become an annoyance of the Control Committee.
6. No tent, trailer, or temporary structure, of any kind

may be erected on or moved to any lot without written approval of the Control Committee, except a contractor's shed, which is to be used only during construction of the permanent improvements upon the property, and such contractor's shed shall be removed upon the completion of such permanent improvements.

7. No sign of any kind, except one professional sign of not more than one (1) square foot shall be displayed to public view on any lot without written approval of the Control Committee.

8. No garage or outbuilding, other than servants' quarters erected on a lot shall at any time be used for human habitation, temporarily, or permanently, nor shall any structure of a temporary character be used for human habitation.

9. No main residential structure shall be permitted on any lot, the habitable floor area of which, exclusive of basements, porches, patios, and garages, is less than 1,500 square feet in the case of a one-story residential structure or less than 1,800 square feet in the case of a one and one-half or two-story structure.

19. No exterior lighting shall be directed outside the boundaries of the lot.

11. All television antennae shall be located within the interior of a dwelling.

12. No fill, stumps, trash, grass clippings, or other refuse of any kind, shall be placed on any property, including properties reserved for community use. The Control Committee, or its agents, shall have the right to enter upon any lot to remove the same, as well as the right at all reasonable times to cut and remove any grass, weeds, or undergrowth on any lot deemed by the Control Committee to be unsightly.

13. No fence or wall of any kind shall be erected, placed, or maintained, or permitted to remain unless and until the written consent of the Control Committee has been had and obtained therefor.

14. All trash, garbage, and refuse stored without any dwelling shall be stored in covered, screened receptacles. No clothesline, which shall be visible either from the street or rear of the premises, and in particular from the golf course or a waterway, shall be erected or maintained on the premises.

15. The St. Andrew's Control Committee shall be appointed by the undersigned, its successors or assigns.

16. The undersigned expressly reserves for itself, its successors, and assigns, a 5 foot easement along the front and rear line (except all lines contiguous to Golf Fairways along which the undersigned reserves hereby a 25 foot easement) and a 5 foot easement along the side lines of each and every lot for the installation of utilities or other uses by it

deemed to be necessary for the service of the property and any walls, fences, paving, planting, or other improvements placed thereon by the owner of the property on which the easement lies shall be removed, if required, by the undersigned or its assigns, without compensation to the owner of such lot. This reservation includes the right to re-enter upon any easement for the purpose of locating, erecting, maintaining and constructing any drain, culvert, sanitary or storm sewer, water main, electric and telephone lines, and other utilities; the undersigned specifically reserving the right to assign any and all easements hereby reserved.

17. No animals, or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, bred or maintained so long as they do not create a nuisance in the neighborhood.

18. Except as provided in paragraph 19 hereof no lot, or improvements erected upon the premises shall be sold to, leased, rented, occupied, or possessed, by any person or family, or entity, unless the head of such family is a member of the St. Andrews on the Gulf Country Club. The undersigned shall at no time sell or contract for the sale of any lot, or any part thereof, except subject to the approval of such contract purchaser for membership in the St. Andrews Country Club in accordance with the rules and regulations established from time to time by such Club, and every such contract shall provide in its terms that upon the failure of such contract purchaser to receive such approval, such contract shall be canceled and be ineffective, and all contracts of sale by any grantee of the undersigned, whether immediate or remote, except as provided in paragraph 19 hereof, shall likewise be in accordance with and subject to each and all of which covenants shall be independent and not dependent covenants, and shall be deemed running with the land for the benefit of the undersigned, its successors and assigns.

19. The undersigned at any time at its discretion, without the prior approval of any party, may sell, or contract for the sale of its holdings, either in part, or in whole, where such sale is for the purpose of either (a) constructing dwellings thereon for resale, in which case the purchaser in such resale must comply with the provisions of paragraph 18 hereof, or (b) completely disposes of all its holding, in which case the purchaser must in each and every event conform in all respects to all portions and parts of this agreement, and in the case of either (a) or (b) above of this paragraph such contracts resulting therefrom are subject to the review and approval of the Board of Directors of the St. Andrews Country Club to insure that the proposed contract of sale conforms with the meaning and intent of these provisions. The Board of Directors of the undersigned shall have the right to waive the requirements of the preceding paragraph 18 and this paragraph provided it shall do so in writing by instrument duly recorded among the Land Records for Jackson County, Mississippi, after which recordation the provisions of paragraph 18 and paragraph 19 hereof shall no longer apply to the real property designated in such recorded written instrument. The remaining provisions hereof shall however continue to apply in accordance with the provisions herein set forth.

20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them

until December 31, 2025, at which time each and all of said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots covered by these covenants it is agreed to change the same in whole or in part; and an instrument setting forth said changes is duly executed and acknowledged by said majority of the then owners and duly recorded among the Land Records for Jackson County, Mississippi.

21. The undersigned expressly reserves to itself, its successors and assigns, in case of violation of any of the conditions, or upon a breach of any of the covenants or agreements herein contained, the right (but not the obligation) to enter the lot upon which such condition or violation may exist, and summarily abate or remove the condition or violation that may exist or be thereon, contrary to the intent and meaning of the provisions hereof as interpreted by the undersigned. The undersigned shall not, by reason thereof, be deemed guilty of any manner of trespassing for such entrance, abatement, or removal, which shall be at the cost and expense of the owners of the lot upon which such condition or breach exists. Failure by the undersigned to enforce any of the covenants or conditions of this instrument shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

22. It is expressly provided that the breach of any of the foregoing conditions, or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value, as to the said premises, or any part thereof, encumbered by such mortgage or deed of trust; but said conditions shall be binding upon and effective against any owner of said premises, whose title thereto is acquired by foreclosure, trustees' sale, or otherwise, as to any breach occurring after such acquirement of title.

23. All grantees in conveyances of lots expressly stipulate and agree that, inasmuch as the undersigned is the most interested party in maintaining the high class development which by these restrictive covenants is sought to be maintained, the undersigned has rightfully reserved unto itself, and its successors and assigns the right to waive or alter such of the above restrictions as it, in its sole discretion, may deem best for the benefit of the development or maintenance of the whole community in any particular instance.

24. Each of the provisions hereof shall be deemed independent of the other, and invalidation of any one of these covenants and conditions, or any part, or parts thereof, by judgments, or Court order, shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

These covenants shall bind, and benefit the undersigned, and its successors and assigns. Whenever used the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS THE SEAL AND SIGNATURE of CREARE CORPORATION OF MISSISSIPPI, a Mississippi Corporation, on this the 10 day of February, 1969.

CREARE CORPORATION OF MISSISSIPPI

BY: _____

ATTEST:

STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority within and for the jurisdiction aforesaid, the within named _____ and _____, who each acknowledged that they are the _____ and _____, respectively, of CREARE CORPORATION OF MISSISSIPPI, a Mississippi Corporation, and that they executed and delivered the above and foregoing instrument for and on behalf of said Corporation, and as the act and deed of said Corporation, and that they were fully authorized and empowered so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 10 day of February, 1969.

NOTARY PUBLIC

PROTECTIVE COVENANTS

ST. ANDREW'S ON THE GULF, PARTS 2, 3, 4 and 5

STATE OF MISSISSIPPI

COUNTY OF JACKSON

KNOW ALL MEN BY THESE PRESENTS that CREARE CORPORATION OF MISSISSIPPI, the owner of those certain properties known as ST. ANDREW'S ON THE GULF, PARTS 2, 3, 4 and 5, as per plats thereof recorded in Book 11, Pages 28, 29, 30, and 31, respectively, and in Sections 17 and 18 of Township 8 South, Range 7 West of Jackson County, Mississippi, does hereby covenant to and with all future purchasers and encumbrancers of the residential lots within said subdivisions effective from this day forward that the Protective Covenants dated February 28, 1969, recorded in Book 350, Pages 369-373 of the Land Deed Records of Jackson County, Mississippi, governing the use of the residential lots in St. Andrew's on the Gulf, Part 1, as per plat thereof recorded in Book 11, Page 27 of the Records of Plats of Jackson County, Mississippi, shall also apply to and govern the use of the residential lots in St. Andrew's on the Gulf, Parts 2, 3, 4 and 5.

WITNESS THE SEAL AND SIGNATURE of CREARE CORPORATION OF MISSISSIPPI, a Mississippi Corporation, on this the 24th day of March, 1969.

ATTEST:

CREARE CORPORATION OF MISSISSIPPI
A Mississippi Corporation

BY: Michael G. Kelly

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority within and for the jurisdiction aforesaid, the within named MICHAEL G. KELLY and HOMER L. DOBBS, who each acknowledged that they are the President and Secretary, respectively, of CREARE CORPORATION OF MISSISSIPPI, a Mississippi Corporation, and that they executed and delivered the above and foregoing instrument for and on behalf of said Corporation, and as the act and deed of said Corporation, and that they were fully authorized and empowered so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 24th day of March, 1969.

[Signature]
NOTARY PUBLIC

My Commission Expires Sept. 21, 1971
NOTARY

ST. ANDREW'S ON THE GULF, PARTS 6 and 7

STATE OF MISSISSIPPI

COUNTY OF JACKSON

KNOW ALL MEN BY THESE PRESENTS that THE CREARE CORPORATION OF MISSISSIPPI, the owner of those certain properties known as ST. ANDREW'S ON THE GULF, PARTS 6 and 7, as per plats thereof recorded in Book 12, Pages 13 and 14, respectively, and in Sections 7, 8, 17, 18 and 19 of Township 8 South, Range 7 West of Jackson County, Mississippi, does hereby covenant to and with all future purchasers and encumbrancers of the residential lots within said subdivisions effective from this day forward that the Protective Covenants dated February 28, 1969, recorded in Book 350, Pages 369-373 of the Land Deed Records of Jackson County, Mississippi, governing the use of the residential lots in St. Andrew's on the Gulf, Part 1, as per plat thereof recorded in Book 11, Page 27 of the Records of Plats of Jackson County, Mississippi, shall also apply to and govern the use of the residential lots in St. Andrew's on the Gulf, Parts 6 and 7.

WITNESS THE SEAL AND SIGNATURE of THE CREARE CORPORATION OF MISSISSIPPI, a Mississippi Corporation, on this the 8th day of July, 1969.

ATTEST:

THE CREARE CORPORATION OF MISSISSIPPI
A Mississippi Corporation

BY: Michael G. Kelly
PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority within and for the jurisdiction aforesaid, the within named MICHAEL G. KELLY and C. W. FORD, who each acknowledged that they are the President and Assistant Secretary, respectively, of THE CREARE CORPORATION OF MISSISSIPPI, a Mississippi Corporation, and that they executed and delivered the above and foregoing instrument for and on behalf of said Corporation, and as the act and deed of said Corporation, and that they were fully authorized and empowered so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 8th day of July, 1969.

[Signature]
NOTARY PUBLIC

My Commission Expires Sept. 21, 1971.

STATEMENT OF FEES

STATE OF MISSISSIPPI — JACKSON COUNTY

Filing 5c

Recording Wds

per 100 30c

I, Wilbur G. Dees, Clerk of the Chancery Court of said County, certify that the within Instrument was filed in my office for record on the 8th day of July, 1969 at 3:05 o'clock P. M. and was duly recorded on the 10th day of July, 1969 in Land Deed Book No. 359 Pages 132 in my office.

GIVEN under my hand and seal of office, this 10th day of July, 1969.

WILBUR G. DEES, Chancery Clerk

AMENDMENT OF PROTECTIVE COVENANTS

WHEREAS, THE CREARE CORPORATION OF MISSISSIPPI filed of record certain PROTECTIVE COVENANTS in Book 350, Pages 369-373, inclusive of the Land Deed Records of Jackson County, Mississippi, and which PROTECTIVE COVENANTS were extended to other properties by instruments recorded in Book 352, Page 138 and Book 359, Page 132 of the Land Deed Records of Jackson County, Mississippi; and

WHEREAS, CREARE CORPORATION OF MISSISSIPPI did amend the abovesaid PROTECTIVE COVENANTS by an instrument recorded in Book 373, Page 531 of the Land Deed Records of Jackson County, Mississippi, which did strike Paragraphs 18 and 19 of said PROTECTIVE COVENANTS; and

WHEREAS, GWII MISSISSIPPI, INC., has received all of CREARE CORPORATION OF MISSISSIPPI's right, title and interest in lands covered by the above stated PROTECTIVE COVENANTS by (1) Substituted Trustee's Deed to GWII MISSISSIPPI, INC., dated August 13, 1971, and duly recorded in Land Deed Book 408, Pages 86-103, inclusive of the Land Deed Records of Jackson County, Mississippi; and (2) Quit Claim Deed from CREARE CORPORATION OF MISSISSIPPI to GWII MISSISSIPPI, INC., duly recorded in Land Deed Book 422, Pages 193-205, inclusive of the Land Deed Records of Jackson County, Mississippi; and

WHEREAS, the name of GWII MISSISSIPPI, INC., has been changed to SINGING RIVER PROPERTIES, INC., by a Certificate of Amendment from the Secretary of State of the State of Mississippi, dated March 27, 1972, and duly recorded in the office of the Chancery Clerk of Jackson County, Mississippi, in Charter Book 13, Pages 473-475, inclusive; and

WHEREAS, under Paragraph 23 of the aforesaid PROTECTIVE COVENANTS, SINGING RIVER PROPERTIES, INC., is entitled:

. . . to waive or alter such of the above restrictions as it, in its sole discretion, may deem best for the benefit of the development or maintenance of the whole community in any particular instance.

THEREFORE, SINGING RIVER PROPERTIES, INC., does hereby amend the aforesaid PROTECTIVE COVENANTS so that said PROTECTIVE COVENANTS read in their entirety as follows:

ST. ANDREWS ON THE GULF

PROTECTIVE COVENANTS

DEFINITION OF TERMS

"Building Site" shall mean any lot or lots upon which a dwelling may be erected in conformance with the requirements of these covenants.

"Declarant" shall mean Singing River Properties, Inc., its successors and assigns.

CLAUSE I

Building Sites shall be held, conveyed, transferred, and sold subject only to the conditions and covenants hereinafter mentioned.

CLAUSE II

These conditions and covenants are hereby declared to insure the best use and the most appropriate development and improvement of each Building Site thereof; to protect the owners of the Building Sites against such improper use of surrounding Building Sites as might depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to encourage and secure the erection and maintenance of attractive structures thereon, with appropriate locations thereof on Building Sites including the elevations thereof; to prevent haphazard and inharmonious improvement of Building Sites; to secure and maintain proper setbacks from streets and waterways, and adequate free spaces . . . and in general to provide adequately for

WHEREAS, under Paragraph 23 of the aforesaid PROTECTIVE COVENANTS, SINGING RIVER PROPERTIES, INC., is entitled:

. . . to waive or alter such of the above restrictions as it, in its sole discretion, may deem best for the benefit of the development or maintenance of the whole community in any particular instance.

THEREFORE, SINGING RIVER PROPERTIES, INC., does hereby amend the aforesaid PROTECTIVE COVENANTS so that said PROTECTIVE COVENANTS read in their entirety as follows:

ST. ANDREWS ON THE GULF

PROTECTIVE COVENANTS

DEFINITION OF TERMS

"Building Site" shall mean any lot or lots upon which a dwelling may be erected in conformance with the requirements of these covenants.

"Declarant" shall mean Singing River Properties, Inc., its successors and assigns.

CLAUSE I

Building Sites shall be held, conveyed, transferred, and sold subject only to the conditions and covenants hereinafter mentioned.

CLAUSE II

These conditions and covenants are hereby declared to insure the best use and the most appropriate development and improvement of each Building Site thereof; to protect the owners of the Building Sites against such improper use of surrounding Building Sites as might depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to encourage and secure the erection and maintenance of attractive structures thereon, with appropriate locations thereof on Building Sites including the elevations thereof; to prevent haphazard and inharmonious improvement of Building Sites; to secure and maintain proper setbacks from streets and waterways, and adequate free spaces between structures; and in general to provide adequately for

the erection and maintenance of high type and quality of improvement in and upon, as well as in the waterways adjacent to, said property, and thereby to enhance the value of investments made by purchasers of Building Sites therein.

1. No improvements of any character shall be erected and none begun, nor any change made in the exterior design of such improvements after the original construction has begun on any lot unless and until the cost, type and size thereof; materials to be used in construction; exterior lighting; plans, specifications and details thereof, and lot plans, showing the proposed location of all improvements upon the lot, final lot grades and slopes, and details of the drive-way shall have been approved in writing by the St. Andrews Control Committee and copies of said plans, specifications, and details shall have been lodged permanently with the Control Committee. Plans submitted to the Control Committee shall have a scale not less than 1 inch for every 20 feet, elevations shall be on a scale of not less than 1/4 inch for each foot; and floor plans, etc., shall have a scale of not less than 1/4 inch for each foot. Improvements as used herein is intended to mean the improvements of every kind and character which shall be placed upon a lot, or in the appurtenant waterways. Plans may be disapproved for any reason including purely aesthetic reasons, but approval shall not be unreasonably withheld.
2. No structure shall be erected or placed on any lot which does not have a sheltered auto parking space or spaces and a closed storage space. No boat, trailer, camper, truck, automobile, airplane or other vehicle of any kind may be placed or allowed to remain on any lot unless kept within the confines of a sheltered auto parking space or spaces or within a closed storage space.
3. The exterior of all structures, including garage, shall be completed in accordance with the approved plans and specifications therefor within a period of one year from the commencement of construction thereof.
4. No tree lying without the approved building and driveway area having a diameter of more than six inches measured two feet above ground level shall be removed without the approval of the Control Committee.
5. No offensive trade or activity shall be carried on upon any lot or upon any appurtenant waterway, nor shall anything be done upon any lot or upon or in any appurtenant waterway, which is or is subject to becoming an annoyance. The determination of what is an offensive trade or activity, or what is or is subject to becoming an annoyance, shall be made by the Control Committee in the reasonable exercise of its sole discretion.

6. No tent, trailer, or temporary structure, of any kind may be erected on or moved to any lot without written approval of the Control Committee, except a contractor's shed, which is to be used only during construction of the permanent improvements upon the property, and such contractor's shed shall be removed upon the completion of such permanent improvements.
7. No sign of any kind, except one professional sign of not more than one square foot shall be displayed to public view on any lot without written approval of the Control Committee.
8. No garage or outbuilding, other than servants' quarters erected on a lot shall at any time be used for human habitation, temporarily, or permanently, nor shall any structure of a temporary character be used for human habitation.
9. No main residential structure shall be permitted on any lot, the habitable floor area of which, exclusive of basements, porches, patios, and garages, is less than 1,500 square feet in the case of a one-story residential structure or less than 1,800 square feet in the case of a one and one-half or two-story structure.
10. No exterior lighting shall be directed outside the boundaries of the lot.
11. All television antennae shall be located within the interior of a dwelling.
12. No fill, stumps, trash, grass clippings, garbage, or other refuse of any kind, shall be placed or allowed to remain on any property, including properties reserved for community use. The Control Committee, or its agents shall have the right to enter upon any lot to remove the same, as well as the right at all reasonable times to cut and remove any grass, weeds, or undergrowth on any lot deemed by the Control Committee to be unsightly. This paragraph shall not be deemed to prohibit the temporary storage of such refuse by a lot owner on his own lot pending prompt disposal of said refuse, provided that if said refuse is to be stored outside his dwelling: (a) refuse which is subject to blowing about or to giving off offensive odors shall be stored in covered containers and (b) all refuse and refuse containers shall be screened from view from the street, rear or sides of the premises, golf course, and waterways. For the purpose of this paragraph, "waterways" shall mean waters navigable by small craft within the confines of land subject to the protection of these covenants.

13. No fence or wall of any kind shall be erected, placed, or maintained, or permitted to remain unless and until the written consent of the Control Committee has been had and obtained therefor. The Control Committee shall not unreasonably withhold its written consent for the erection, placement or maintenance of a walled or fenced enclosure for the purpose of complying with the requirements of paragraph 12.

14. No clothesline, which shall be visible either from the street, rear or sides of the premises, or from the golf course or waterways, shall be erected or maintained on the premises. For the purpose of this paragraph "waterways" shall mean waters navigable by small craft within the confines of land subject to the protection of these covenants.

15. The St. Andrews' Control Committee shall be appointed by the undersigned, its successors or assigns.

16. The undersigned expressly reserves for itself, its successors, and assigns, a 5 foot easement along the front and rear line (except all lines contiguous to Golf Fairways along which the undersigned reserves hereby a 25 foot easement) and a 5 foot easement along the side lines of each and every lot for the installation of utilities or other uses by it deemed to be necessary for the service of the property and any walls, fences, paving, planting, or other improvements placed thereon by the owner of the property on which the easement lies shall be removed, if required, by the undersigned or its assigns, without compensation to the owner of such lot. This reservation includes the right to re-enter upon any easement for the purpose of locating, erecting, maintaining and constructing any drain, culvert, sanitary or storm sewer, water main, electric and telephone lines, and other utilities; the undersigned specifically reserving the right to assign any and all easements hereby reserved.

17. No animals, or livestock of any kind shall be raised bred or kept on any lot, except that dogs, cats or other household pets may be kept, bred or maintained so long as they do not create a nuisance in the neighborhood.

18. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2025, at which time each and all of said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots covered by these covenants it is agreed to change the same in whole or in part; and an instrument setting forth said changes is duly executed and acknowledged by said majority of the then owners and duly recorded among the Land Records for Jackson County, Mississippi.

19. The undersigned expressly reserves to itself, its successors and assigns, in case of violation of any of the conditions, or upon a breach of any of the covenants or agreements herein contained, the right (but not the obligation) to enter the lot upon which such condition or violation may exist, and summarily abate or remove the condition or violation that may exist or be thereon, contrary to the intent and meaning of the provisions hereof as interpreted by the undersigned. The undersigned shall not, by reason thereof, be deemed guilty of any manner of trespassing for such entrance, abatement, or removal, which shall be at the cost and expense of the owners of the lot upon which such condition or breach exists. Failure by the undersigned to enforce any of the covenants or conditions of this instrument shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

20. It is expressly provided that the breach of any of the foregoing conditions, or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value, as to the said premises, or any part thereof, encumbered by such mortgage or deed of trust; but said conditions shall be binding upon and effective against any owner of said premises, whose title thereto is acquired by foreclosure, trustees' sale, or otherwise, as to any breach occurring after such acquirement of title.

21. All grantees in conveyances of lots expressly stipulate and agree that, inasmuch as the undersigned is the most interested party in maintaining the high class development which by these restrictive covenants is sought to be maintained, the undersigned has rightfully reserved unto itself, and its successors and assigns the right to waive, amend or alter such of the above restrictions as it, in its sole discretion, may deem best for the benefit of the development or maintenance of the whole community in any particular instance.

22. Each of the provisions hereof shall be deemed independent of the other, and invalidations of any one of these covenants and conditions, or any part, or parts thereof, by judgments, or Court order, shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

These covenants shall bind, and benefit the Declarant and its successors and assigns. Whenever used the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

- 7 -

Witness the signature and seal of SINGING RIVER PROPERTIES,
INC., a Mississippi corporation on this 11th day of
August, 1972.

SINGING RIVER PROPERTIES, INC.

By: Milo W Brandmeyer
Milo W. Brandmeyer
Executive Vice President

ATTEST:

C. Gray Burdick
C. Gray Burdick
Assistant Secretary

STATE OF MISSISSIPPI

COUNTY OF JACKSON

Personally appeared before me the undersigned authority in and
for the STATE AND COUNTY aforesaid, the within named Milo W.
Brandmeyer and C. Gray Burdick, Executive Vice President and
Assistant Secretary, respectively of SINGING RIVER PROPERTIES,
INC., who acknowledged that they signed, sealed and delivered the
above and foregoing instrument on the day and year therein mentioned
for and on behalf of said Corporation, after having been fully authorized
so to do.

Given under my hand and official seal of office this 11th
day of August, 1972.

Raymond L. Brown
Notary Public

My Commission Expires:
My Commission Expires Feb. 14, 1976
Raymond L. Brown
Notary Public

