

# BEAU PRÉ COUNTRY CLUB SUBDIVISION



*First Development*

Revised 12/27/2000

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## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAU PRÉ**

THIS DECLARATION is made and executed on this the 10th day of September, 1998, by BEAU PRÉ DEVELOPMENT, a Mississippi Limited Liability Company hereinafter referred to as Developer and BEAU PRE COUNTRY CLUB, INC. a Mississippi Corporation hereinafter referred to as Country Club.

WHEREAS, the Developer is the owner of the real property described in Exhibit "A" hereto; and

WHEREAS, the Developer and the Country Club desire to establish and develop a superior residential community of impeccable design and unparalleled appearance with common areas and community facilities, for the benefit of said community; and

WHEREAS, Developer and the Country Club want to be assured that the values and amenities of the community are preserved, and that the common areas and community facilities are properly described and maintained, and to accomplish these goals, Developer and the Country Club desire to subject all of said real property described in Exhibit "A" and all additions thereto which by annexation in accordance with the terms and provisions of this declaration may become subject to the covenants, conditions, restrictions, uses, limitations, obligations, easements, charges, assessments, and liens, hereinafter set forth, each and all of which is and are for the benefit and enhancement of said real property and the current and subsequent owners thereof; and

WHEREAS, Developer and the Country Club deem it necessary for the proper preservation of the values and amenities, to establish an association, whose responsibility will be to preserve and maintain the common areas and community facilities; to administer and enforce the restrictions, covenants and conditions, herein, and to establish, collect and disburse any fees, assessments or charges as hereafter set forth; and

WHEREAS, the Developer has caused to be formed (or will shortly cause to be formed), under the laws of the State of Mississippi, a non-profit and non-share corporation named the Beau Pré Property Owners' Association, Inc., which corporation shall have as its purpose the carrying out of the powers and duties mentioned herein and shall constitute the maintenance organization for common open space and community facilities; and

WHEREAS, Country Club has caused to be designed, constructed, financed, operated and maintained a premier semi private golf club and golf course of distinctive quality and impression on the real property described in Exhibit "B" hereto; and

WHEREAS, the Developer and Country Club desire to provide for the preservation of the grandeur of said golf club and golf course; and

WHEREAS, the Developer, either alone or jointly with others, is the owner of the real property described in Exhibit "C" hereto; and

WHEREAS, the Developer intends to develop said residential community, in parts, on the real property described in Exhibit "C" hereto, (the real property described in Exhibit "C" includes the real property described in Exhibit "A") and in the process of so doing the Developer intends to annex all or part of the real property described in Exhibit "C" hereto to the real property described in Exhibit "A" hereto and thereby subject all or part of said real property described in Exhibit "C" to the covenants and restrictions of this Declaration;

NOW, THEREFORE, the Developer hereby declares that all of said real property described in Exhibit "A" hereto is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, conditions, uses, limitations, obligations, easements, charges, assessments, and liens, hereinafter set forth, all of which are agreed and declared to facilitate a plan for the development of said residential community and the improvement of said real property, all of which shall be deemed to run with and bind said real property, and all of which shall inure to the benefit of and be enforceable by Beau Pré Property Owners' Association, or its successors or assigns, or any person acquiring or owning any interest in said real property or the improvements thereon, including, without limitation, any person who holds such interest solely as security for the performance of an obligation or payment of a debt.

## **ARTICLE I**

### **DEFINITIONS AND DECLARATION**

#### **Section 1. Definitions.**

The words and phrases set out below, when used in this declaration shall have the following meanings, respectively, to wit:

- (a) The word "Association" shall mean and refer to The Beau Pré Property Owners' Association, Inc., and its successors and assigns.
- (b) The word "Property" shall mean and refer to all the real property described in Exhibit "A" attached hereto and as shown by plats on pages 50 and 51, and all additions thereto which by annexation in accordance with the terms and provisions of this Declaration may become subject to the covenants and restrictions of this Declaration and brought within the jurisdiction of the Association.
- (c) The word "Declaration" shall mean and include this instrument and all amendments hereto, and all Supplementary Declarations and amendments thereto executed in accordance with the provisions hereof.
- (d) The expression "covenants and restrictions" shall mean and include all the covenants, restrictions, conditions, uses, limitations, obligations, easements, charges, assessments, and liens, set forth in the Declaration.

- (e) The word "Lot" shall mean and refer to each of the subdivided parcels or units of property constituting a part of the Property, and shall be deemed to include, without limitation (1) condominium units or condominium apartments, as such term is defined in Sections 89-9-1 through 89-9-37 of the Mississippi Code of 1972, and any amendments or additions thereto adopted subsequent to the date hereof (which statute and amendments and additions are referred to in the Declaration as the "Condominium Act"); and (2) each separate dwelling located in a multi-family structure, whether or not such dwelling shall be in the same or different ownership; provided that the word "Lot" shall not mean or include any portions of the Property designated as common areas.
- (f) The word "person" shall mean and include individuals, corporations, trusts, partnerships and all other legal entities, and any combination or group of any of same.
- (g) The expression "common areas" shall mean all those portions of the Property designated of record as common areas. The expression "community facilities" shall mean all real property, including common areas, owned or leased by the Association or otherwise available to the Association for the use, benefit and enjoyment of its Members. The designation of any portion of the Property as a common area or community facility shall not mean that the public at large acquires any easement of use or enjoyment therein.
- (h) The word "dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence by a single individual or family.
- (i) The word "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot comprising part of the Property, including contract sellers, but excluding those holding such interest solely as security for the performance of an obligation or payment of a debt.
- (j) The word "Developers" shall mean and include the Developer and every other person who is a successor in title to the Developer as to any real property now or hereafter constituting all or a portion of the Property, and who, with the Developer's written permission, is engaged or hereafter engages in the business of developing and selling all or any portion of the Property, provided that the word "Developers" shall not mean or include the Association. The word "Developers" shall also mean and include any successors and assigns of the entire interest of the Developer who, as the mortgagee in or the holder of any recorded mortgage executed by the Developer or as the secured party or beneficiary of any recorded deed of trust executed by the Developer, comes into possession of all or any portion of the Property pursuant to foreclosure or execution of a deed, assignment or other proceeding or arrangement in lieu of foreclosure.
- (k) The expression "multi-family structure" shall mean and refer to any building or group of buildings situated upon the Property and containing two or more dwellings; provided, however, that for purposes of this Declaration, the definition of "multi-family

structure” shall not include either (1) a building containing condominium units as such term is defined in the Condominium Act; or (2) a building which contains two or more dwellings in cases where each such dwelling is situated on a separate subdivided Lot and is separated from other dwellings in the building by a party wall as defined in this Declaration. By way of explanation and not by way of limitation, the expression “multi-family structure” as used herein is intended to include apartment buildings in a single ownership where the dwellings located in such apartment buildings are available for rent.

- (l) The word “mortgagee,” as used herein, means and includes the mortgagee in or the holder of any recorded mortgage, and the party secured or beneficiary in any recorded deed of trust, encumbering one or more Lots. The word “mortgage,” as used herein, means and includes mortgage, deed of trust, and any similar encumbrance. The expression “first mortgage,” as used herein, means a mortgage with priority over all other mortgages encumbering the same Lot. The word “holder,” as used herein, means the person entitled to the security afforded by a mortgage. The word “first mortgagee,” as used herein, means the holder of a first mortgage. The word “institutional,” when used to describe a mortgagee or holder, shall mean and include mortgagees or holders who are banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, all corporations, and any agency or department of the United States Government or of any state or municipal government.
- (m) The word “Member” shall mean and include every person holding any class of membership in the Association.
- (n) The word “Community,” as used in this Declaration, shall mean that certain residential development known generally as “Beau Pré,” which is being constructed, and which hereafter will be constructed, by the Developer and others on the real property described in Exhibit “A”, “B”, and “C” hereto.
- (o) The expression “Board of Directors” shall mean and include the Board of Directors of the Association.
- (p) The word “By-Laws” shall mean and include the By-Laws of the Association and all amendments thereto.
- (q) The word “herein” shall mean in this Declaration.
- (r) The word “Neighborhood” shall mean and refer to each area, portion or subdivision of the Property which, in accordance with the provisions of this Declaration, the Developer may designate as a separate part by executing a written instrument setting forth such designation and filing the written instrument for record in the land records in the office of the Chancery Clerk of Adams County, Mississippi. It is intended that the expression “Lot,” as defined in this Declaration shall not be interpreted as meaning or

including an area constituting a Neighborhood; instead, it is intended that a Neighborhood shall be an area in which there are at least several Lots.

- (s) The words "Neighborhood Meeting" shall mean and refer to a meeting of the Owners of Lots in a Neighborhood called and held in accordance with the provisions in Article VI of this Declaration.
- (t) The expression "Golf Course" shall mean and refer to the golf course, club house, and other amenities and facilities, owned and operated as a private club by Beau Pré Country Club, Inc., or its successors and assigns, on the real property described in Exhibit "B" hereto and any additional contiguous real property which Beau Pré Country Club, Inc., may acquire. The expression "Golf Course" shall not mean and refer to any real property which the Developer acquires from Beau Pré Country Club, Inc., although such real property may be within the parcel of land described in Exhibit "B" on the date of this Declaration. It is possible that the Golf Club and the Developer will from time to time exchange parcels of real property in order to improve the Community and the Golf Course.
- (u) The words "Golf Course Easement" shall mean and refer to all residential lots fronting the Golf Course, all of which contain a "Golf Course Easement" 30 feet in depth along the course. These "Golf Course Easements" are subject to restrictions and conditions as hereinafter set forth.

**Section 2. Property Subject to Declaration.**

The real property which is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration is attached as Exhibit "A" hereto, which Exhibit "A" by this reference is made a part hereof for all purposes.

**Section 3. Declaration of Initial Common Area.**

All of the real property described as common area on the legal description and plat attached hereto as Exhibit "A" hereby is set aside as, and hereby declared to constitute, a common area, and as such said property henceforth shall be held and owned for the common use, benefit, and enjoyment of the Members of the Association.

**ARTICLE II**

**RESIDENTIAL BUILDING RESTRICTIONS**

**Section 1. Building Style and Type.**

The recommended and approved exterior style of architecture for Beau Pré is characterized by raised porches, second-floor galleries, steeply-pitched roofs, symmetrically-positioned columns and traditional windows, transoms and french doors with divided lights, dormers, decorative shutters, etc. It is suggested that elements of this traditional style should be incorporated into the

design of residences to be built within the Community. The overall design objective is to achieve a community with similar, harmonious, and complimentary designs, reflective of the traditional, historic architecture of Natchez, Mississippi and its surrounding historic areas.

There are many other types of architecture which incorporate one or more of the above mentioned features and some that may contain none of the above mentioned features that will be harmonious and compatible with the overall look of the Residential Community viewed both from the street and from the fairways. These types of plans will be considered on the basis of how they blend with the natural environs of Beau Pré and the homes located on the other lots in the vicinity.

As the use of Residential Property is generally limited to single family residential dwelling purposes only, no building or structure other than one (1) single family residence or dwelling and its related appurtenances, facilities and improvements shall be placed, located, erected, constructed, installed or permitted to remain on Residential Property, except that, if deemed appropriate by the Architectural Review Committee by virtue of the size and location of a particular Lot and the type of residence constructed thereon, detached garages and guest houses may be permitted as an appurtenance to the main dwelling constructed on Residential Property

### **Section 2. Minimum Square Footage of Heated and Cooled Area.**

All dwellings constructed on lots 1-17, lots 48-62, lots 174-193, lots 199-202 and lots 276-282 shall contain a minimum of 2,000 square feet of heated and cooled area not including porches, garages, out buildings, etc. All dwellings constructed on lots 18-47 shall contain a minimum of 2,250 square feet of heated and cooled area not including porches, garages, outbuildings, etc. Heated and cooled areas are determined by measuring the outside dimensions of the completed dwelling and subtracting the non-heated and cooled areas.

### **Section 3. Setback Lines.**

Improvements other than the main residential dwelling on a Lot shall be placed, located, erected, constructed or installed no closer to the property boundary lines of Residential Property by type of improvement, as follows, to wit:

- (a) Dwelling Set Backs. No dwelling shall be erected on any lot closer than 25 feet from any adjoining road right-of-way. There must be a total of 20 feet for both side set backs, with no less that 8 feet to the closest side lot line. On lots which do not join a fairway, no dwelling may be erected closer that 20 feet from the rear property line. Specifically excepted from the above are lots 179-193 on which no dwelling shall be erected closer than 15 feet from any adjoining road right-of-way and there must be a total of 15 feet for both side setbacks with no less than 5 feet to the closest lot line. With respect to lots 179-193, no dwelling shall be erected any closer than 20 feet from the rear property line and no patio or any other construction or improvement, whatsoever, shall be erected any closer than 15 feet from said rear property line.
- (b) Swimming Pools. No closer than the otherwise established building setback lines

- (c) Decks and Patios. Decks and patios, whether constructed of brick, concrete, cool deck, aggregate, wood or any other approved material, shall be constructed no nearer than the otherwise established building setback lines.

**Section 4. Garages.**

All dwellings must have a minimum of a 2 car garage, whether attached or detached with doors. All garage doors must be kept closed except during periods of actual use.

**Section 5. Driveways.**

All driveways, turnarounds, parking areas, shall be constructed of concrete or exposed-aggregate finish. Other materials may be used only with prior written approval of the Architectural Review Committee. The elevations of all such improvements shall be set to allow for proper surface drainage, or approved sub-surface drainage shall be installed. Driveways shall not be constructed closer than one foot to any adjacent lot line or an adjacent Golf course easement.

**Section 6. Sidewalks.**

Sidewalks must be constructed by the homeowner, along any curb and gutter roadway, in compliance with the designs provided by the Architectural Review Committee prior to occupancy. Sidewalks along the curb and gutter roadway are not allowed on lots 174-193.

**Section 7. Roofs.**

The prominent rooflines of the main body of all buildings and other structures shall feature a traditional pitch of between 6 on 12 and 12 on 12. No flat roofs shall be permitted without the prior approval of the Architectural Review Committee. All roofs shall be constructed of materials approved by the Architectural Review Committee. All roof colors must be approved by the Architectural Review Committee. Architect Shingles are suggested.

**Section 8. Mailboxes.**

All mailboxes are subject to the approval of the Architectural Review Committee. A standard mailbox will be specified.

**Section 9. Streetlights.**

All streetlights, private or public, must be approved by the Architectural Review Committee prior to installation.

**Section 10. Portable Toilet Required.**

The General Contractor should provide portable restroom facilities for jobsite workers, prior to the start of home construction.

### **Section 11. Sewer Tie-Ins.**

To determine the exact location of the sewer tie-in for your lot, call the utility provider. Actual tie-in by Plumbing Contractor must be observed by utility provider. The General Contractor is responsible for scheduling such inspection of sewer tie-in, by phoning the utility provider at least 3 days in advance of actual work.

### **Section 12. Fences.**

Any fence constructed within 10 feet of Golf course easement must be brick pillar with see through wrought iron fencing between. No fence may be constructed closer to the road than 10 feet rearward from the front of the existing dwelling. No chain link fencing shall be permitted. All fences shall be approved by the Architectural Review Committee. Other fencing between lots shall be wrought iron fencing as described above, or a wooden "good neighbor" fence. Allowances will be made for attractive pet retention areas. Wooden "good neighbor" fences will be allowed on the rear of golf course lots if they are 10 feet or more from the golf course easement. Landscaping may be required on the golf course side of the fence.

### **Section 13. Vinyl Siding.**

Vinyl siding is not permitted on large scale applications, but may be permitted for trim, dormers, fascia, with written approval of the Architectural Review Committee.

### **Section 14. Windows.**

Wooden or white aluminum windows are permitted. Any other type will require written approval of the Architectural Review Committee. Any windows in garages shall be covered with interior window treatment to obscure the view of the interior of the garage from street, golf course, and other residences.

### **Section 15. Contractor Guidelines.**

- (a) Although any Contractors hired by Residential Lot Owners are expected to abide by the Covenants and Restrictions of The Community at Beau Pré, the Owner of the Residential Lot is primarily responsible for compliance with the provisions of this Declaration. A Contractor is an agent of the Lot Owner, and the Lot Owner must make sure that any Contractor(s) and Sub-contractor(s) working on his/her behalf, are familiar with, and abide by the Covenants and Restrictions. In the event of any non-compliance prior, during, or after construction, the Lot Owner shall be directly responsible to the Association and shall expeditiously perform any and all curative actions deemed necessary by the Association, through its Architectural Review Committee. The Lot Owner is solely responsible for communicating to all Contractor(s) and any other agents working on his/her behalf, whether or not said Contractor or agent has been approved by the Architectural Review Committee, any and all pertinent information within this Declaration and within any communications (whether in writing

or not) between the Lot Owner and the Developer or Architectural Review Committee.

Further, it is the Lot Owner's sole responsibility to immediately notify the Architectural Review Committee, if he/she wishes to modify any approved plans or wishes to request any waiver from any provision herein. Beau Pré Property Owners' Association, the Architectural Review Committee, the Developer and the Developer's agents and employees assume no responsibility in any manner whatever, for the actions of any Lot Owner's Contractors, Sub-Contractors, and/or other agents.

- (b) Approved Homebuilder Status - The construction of a home on a Residential Lot must be directed by a General Contractor who is responsible to the Lot Owner for all aspects of that home's construction. Prior to commencement of home construction on a Residential Lot, the General Contractor shall obtain "Approved Homebuilder" status from the Architectural Review Committee.

An application for "Approved Homebuilder" status must include the following;

1. Evidence of license to engage in the business of residential construction in the State of Mississippi.
  2. Brief description of recent homebuilding history.
  3. Bank reference, including bank officer name, address and phone number.
  4. Current Certificates of Insurance.
- (c) Home owner acting as his/her own General Contractor – If the homeowner is going to subcontract the construction of his/her own home, then the homeowner must use licensed and insured carpentry, electrical, plumbing, and heating and cooling subcontractors. The subcontractors must meet the applicable guidelines of approved homebuilders status in Section 13 (a) above for their trade.

The home owner should be aware of the Mississippi State Board of Contractors License Law. Information is available from the Mississippi State Board of Contractors in Jackson, Mississippi at (601) 354-6161.

#### **Section 16. Prohibited Uses and Nuisances.**

Except for the activities of the Developers during the construction and development of the Community, except for activities and uses expressly permitted (and not substantially inconsistent with the provisions of this Declaration) in a particular Neighborhood by the provisions of the Supplementary Declaration annexing the real property described therein to the Property, and except for things done pursuant to the prior written approval of the Architectural Review Committee, and except as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or to the common areas or community facilities:

- (a) *Trade or Activity*  
No noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling, nor shall anything be done thereon or therein, which may be or become an annoyance or nuisance to the Community or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security or safety purposes shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements. No garage sales may be held within the development at any time.
- (b) *Animals*  
The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes, and provided further, that such domestic pets are not a source of annoyance or nuisance to the Community or other Members. The Board of Directors, or upon resolution of the Board of Directors, the Architectural Review Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the common areas unless the pets are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.
- (c) *Burning Trash*  
No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot, except a small burning pile during construction which does not cause a nuisance to adjoining residents or the Golf Course.
- (d) *Vehicles, etc.*  
Except as is herein elsewhere provided, no wrecked or junk vehicle, commercial vehicle, large trailer, large truck, house trailer, mobile home, bus, boat, or machinery or equipment of any kind or character (except such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling, and except such equipment and machinery as the Association may require in connection with the maintenance and operation of the common areas and community facilities) shall be kept upon the Property, unless such is completely enclosed in a garage, or screened from sight by an approved privacy fence nor (except during bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Architectural Review Committee, provide and maintain a suitable area designated for the parking of such vehicles or the like. On lots which do not back up to the golf course, boats, motor homes, four wheelers, etc. may be kept to the rear of the dwelling

in a neat and orderly fashion. Vehicles shall not habitually be parked in the 60' road right-of-way.

- (e) *Driving of vehicles*  
Go carts, four wheelers, and off road motor cycles, and other off road vehicles shall not be driven on residential streets, undeveloped property, or on golf course property. Golf carts shall be allowed on residential streets only to go to and from the clubhouse.
- (f) *Trash and Garbage*  
Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash, and other refuse shall be placed in covered containers.
- (g) *Subdivision of lots*  
Except with the written approval of the Association, acting by and through its Board of Directors, which approval must be so indicated within the written instrument effecting the transfer or conveyance, no Lot shall be divided or subdivided, no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose, and no easement or right-of-way which would permit uncontrolled access to the Property or which would alter for a long time the appearance or character of the Lot shall be transferred or conveyed for any purpose to any public utility, public body, or person. Notwithstanding the foregoing, nothing in this subsection shall prohibit the change or realignment of boundaries between adjacent Lots, the change or realignment of boundaries between a Lot and a Common Area provided such does not materially decrease the acreage and accessibility of the common area, the combination of two or more Lots into a larger Lot, and the conveyance to a public utility company of an easement or right-of-way for underground sewers, pipes, wires, cables or conduits which are to be installed and operated for the benefit of the Community. The provisions of this Subsection shall not apply to Lots owned by the Developer. Under no circumstance shall a right-of-way or easement be granted that would permit access to any Property described in Exhibits A, B or C without the written consent of all members of Beau Pré Development or their heirs or assigns.
- (h) *Maintenance of Residential Property*  
Each Member shall maintain the appearance of his Lot in a high quality condition, and shall provide and maintain in an orderly fashion grass or other landscaping on his Lot. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone cable, electric wire, television cable, or similar line shall be installed or maintained on any Lot above the surface of the ground.
- (i) *Mineral Exploration*  
No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(j) *Wildlife Sanctuary*

The Beau Pré Community shall be a wildlife sanctuary. No hunting is allowed anywhere in the community or on any undeveloped property owned by Beau Pré Development or Beau Pré Country Club, Inc.

(k) *Removal of Trees*

1. Trees.

No trees shall be removed from any Lot without the prior written consent of the Architectural Review Committee. Such approval shall be reasonably given, however, if such removal is necessary in connection with the location of the main residential Dwelling on a particular Lot where the preservation of any tree would work a hardship or require extraordinary design measures in connection with the location of such Dwelling on the Lot. Tree specialists can assist in identifying trees which may be damaged during normal construction activities, formulating protective measures to minimize tree damage, and supervising tree protection during construction. Such services may be required by the Architectural Review Committee for certain Residential Lots.

2. Shade Trees

The most impressive Southern neighborhoods are characterized by shaded lawns and tree-lined streets. The planting of young shade trees between the residence and the street (and between the residence and the golf course) is strongly encouraged and may be required on certain lots. Recommended shade trees include Live Oak, Shumard Oak, Water Oak, Cherrybark Oak, Magnolia, Red Maple, Tulip Poplar, Beech, and other species native to the area.

3. "Theme Plants"

Within The Community at Beau Pré keep in mind that the objective of our Community landscape plan is to reflect the historic gardens of Mississippi and Louisiana as you consider expanding or accenting your landscaping, remember that azalea, spirea, dogwood, and redbud will always be regarded as "theme plants" at Beau Pré. These Spring-blooming plants will continually be incorporated into additional landscaped areas throughout the Community in common areas, on the Golf Course and elsewhere. The Spring show of color at Beau Pré will steadily become more spectacular as new residences contribute more and more of these traditional Mississippi and Louisiana plants to our Community landscape.

4. Minimum Number of Trees.

Within one (1) year after completion of the initial dwelling constructed on a Lot, the Owner of such Lot shall plant thereon whatever number of trees is necessary to make the total number of living and healthy trees on the Lot equal to at least eight (8) of which a minimum of four (4) shall be some of the above mentioned shade trees or theme plants. The Architectural Review Committee may from time to time adopt and promulgate such additional rules and regulations regarding the

preservation of trees and other natural resources and wildlife as it may consider appropriate.

5. Landscape Plans.

Landscape Plans must be approved by the Architecture Review committee. Landscaping must be installed in accordance with the approved plans prior to occupancy of dwelling.

6. Transformers

All Lots which have electric or other utility transformers or pedestals must screen them from view along the roadway. Prior to occupancy, each homeowner shall plant three (3) azaleas, of the white Mrs. G. G. Gerbing variety in a semicircle adjacent to the pedestals. Once both lots are built upon, this will completely screen the transformers from view.

(l) *Temporary Structures and Other Prohibitions*

No structure of a temporary character, and no trailer, tent, shack, barn, multi animal breeding kennel, or outdoor clothes line or dryer, shall be erected, used or maintained on any Lot at any time.

(m) *Signs*

Except for entrance signs, directional signs, signs for traffic control or safety, Neighborhood identification signs, and such promotional sign or signs as may be maintained by the Developer or the Association, no sign, billboard or advertising of any kind shall be displayed for public view on Residential Property without the prior written consent of the Architectural Review Committee.

(n) *Easements*

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 or flow of surface water runoff in any drainage easement, swale or channel.

(o) *TV Antennas or Radio Aerials*

No television or radio aerial or antenna, and no other type of aerial or antenna or similar device such as a satellite antenna, used either for reception or for transmission, shall be maintained upon any Lot or the exterior of any dwelling, unless such aerial, antenna, or device be screened from public view in a manner approved by the Architectural Review Committee.

(p) *Employees of Association Prohibited Acts*

No Member shall engage or direct any employee of the Association on any private business of the Member during the time when such employee is on duty as an employee of the Association, nor shall any Member who is not an officer or Director of the

Association direct, supervise, or in any manner attempt to assert control over any employee of the Association during such time.

**Section 17. House Rules, etc.**

No Member or other person shall violate any rules for the use of the common areas and community facilities or house rules or other Community rules and regulations not inconsistent with the provisions of this Declaration which may be adopted from time to time by the Board of Directors and promulgated in writing among the membership, and the Board of Directors, as is herein elsewhere prescribed, is fully authorized to adopt all such rules and regulations.

**Section 18. Residential Use.**

All Lots and dwellings thereon shall be used exclusively for private residential purposes, however the Developer or a Member having the approval of the Board of Directors of the Association may maintain and use a Lot or dwelling for promotional or display purposes, such as a "model home" or sales office, for a limited duration.

**Section 19. Corporate Villa.**

If expressly permitted in a particular Neighborhood by the provisions of the Supplementary Declaration annexing the real property described therein to the Property, a dwelling may be used and maintained as a corporate villa or place of lodging for a transient, bona fide business associate or guest of the Member, provided that such guest be subject and subordinate in all respects to the provisions of this Declaration, to the By-Laws of the Association, and to such reasonable house rules as the Board of Directors from time to time may promulgate in writing among the membership relating to the use of the common areas and community facilities.

**Section 20. Leasing.**

A part or portion of a Lot or dwelling (as distinguished from the entire Lot or dwelling) shall not be leased for any period. Any Owner of any Lot or dwelling who shall lease such Lot or dwelling, promptly following execution of any such lease and upon the request in writing of the Board of Directors, shall forward a conformed copy of such lease to the Board of Directors. All such leases shall be in writing. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the premises which are the subject matter of the lease shall be subject and subordinate in all respects to the provisions of this Declaration, to the By-Laws of the Association, and to such reasonable house rules as the Board of Directors from time to time may promulgate among the membership relating to the use of the common areas and community facilities, and any such lease shall further provide that any failure by the tenant to comply with any of same shall be a default under the lease.

**Section 21. Reconstruction after Fire or Other Casualty Loss.**

In the event any dwelling is partially or completely destroyed by fire or other casualty, and in the absence of a resolution to the contrary by the Board of Directors, 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 and specifications or with such amended plans and specifications as may be approved in writing by the Architectural Review Committee at the request of such Owner.

**Section 22. Enforcement - Right to Remove or Correct Violations.**

In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event there shall occur any other conduct in violation of any of the provisions and requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article, and without the approval of the above-mentioned Architectural Review Committee, and, upon written notice from the Committee, such violation shall be promptly removed or abated. In the event the violation is not removed, or is not otherwise terminated or abated, within fifteen (15) days (or within such shorter period as may be reasonably required in such notice) after notice of the violation is delivered to the Owner of the Lot upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than a Lot owned by such Member, then the Association shall have the right, through its agents and employees (but only after the Architectural Review Committee by resolution has so directed) to enter upon such Lot or premises and to take such steps as may be necessary to remove or otherwise terminate or abate such violation, and the cost thereof may be assessed against the Lot upon which such violation occurred, or against any Lot owned by the Member responsible for such violation, and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of such Lot, at which time the assessment shall become due and payable and shall be secured by a continuing lien upon such Lot, and shall be a binding personal obligation of the Owner of such Lot, in the same manner (and subject to the same limitations) as is provided in Articles V and VI of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or of any of the other provisions or requirements of this Declaration, exists on such Lot; and neither the Association nor any such agent, employee or committee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

**Section 23. City Sewerage**

Developers, the City of Natchez ("City"), Natchez Water Works ("NWW") and Adams County Water Association ("ACWA") have entered into an agreement dated June 11, 1998, a copy of which may be found in the Developers' office, which allows for the disposal of raw sewerage generated from the homes in the Community into the City of Natchez sewerage system and for sewerage fees to be collected by ACWA for the City's benefit in connection with ACWA's monthly billing for water usage. This agreement further provides that water service provided by ACWA to any customer in the Community will be terminated if the City sewerage fee is not paid.

## ARTICLE III

### GOLF COURSE LOTS

#### **Section 1. Golf Course Relationship to the Association.**

The real property described in Exhibit "B" is not a common area, and the Golf Course and all related facilities and amenities located thereon are not community facilities. The owner of the Golf Course (the real property described in Exhibit "B" hereto) is a semi private club separate and apart from the Association and operated under its own rules and regulations. The real property described in Exhibit "B" hereto is not subject to the covenants and restrictions of this declaration. Nothing herein shall be construed to give any person any right or privilege in or to the real property described in Exhibit "B" hereto, including the right to enter upon or use said property, except under such terms and conditions as may be established by said semi private club. The Board of Directors of the Association, in its discretion and without reciprocity, may grant for annual renewable terms rights and privileges in or to the common areas and community facilities of the Association to the members of said private club. The Association shall have no obligation to provide maintenance, security, or other services for any portion of the Golf Course, however, the Association and said private club may enter into written agreements with respect to the provision of such services as the Board of Directors of the Association may from time to time determine to be within the purposes of preserving the values and amenities in the Community, maintaining and administering the common areas and community facilities, and administering and enforcing the covenants and restrictions of this Declaration.

#### **Section 2. Special Restrictions Affecting Golf Course Lots.**

To preserve the grandeur of the Golf Course, there are hereby created special restrictions, rights, and easements herein described and defined upon a portion of each Lot and every common area adjacent to the Golf Course, which restrictions, rights, and easements shall be appurtenant to and shall run with and bind the land adjacent to the Golf Course and shall inure to the benefit of and be enforceable by the Association, or the Owner of any other Lot adjacent to the Golf Course, and by their respective legal representatives, heirs, successors and assigns for as long as the Golf Course is operated as a semi private club and maintained in a manner which preserves the values and amenities of the Community, or if such is of lesser duration, for a term of thirty (30) years from the date of this Declaration, after which term the said restrictions, rights, and easements shall be automatically extended for successive periods of ten (10) years each, unless terminated at the end of any such period by an instrument executed and acknowledged within sixty (60) days preceding the end of such period by the Association and by the Members who own at least a majority of the Lots adjacent to the Golf Course, which instrument shall be filed for record in the office of the Chancery Clerk of Adams County, Mississippi. The special restrictions, rights, and easements herein created and hereinafter described and defined are collectively referred to as the "Golf Course Easements."

**Section 3. Parts of the Property Affected by the Golf Course Easements.**

Unless the restriction, right, or easement is clearly applicable to all of a Lot or common area adjacent to the Golf Course or unless otherwise clearly and specifically described in this document or in a Supplementary Declaration of Covenants and Restrictions annexing Lots adjacent to the Golf Course to the Property, only that part of any Lot or common area within thirty (30) feet of the Golf Course shall be subject to the Golf Course Easements. Lots 277-281, 187-193, and 13-15 may construct privacy fences in the Golf Course Easement due to natural buffering already in place. Lots 174-176 may construct privacy fences in the Golf Course Easement to screen the view from the clubhouse.

**Section 4. Walls and Fences.**

No solid line of fence, wall, or shrubbery shall be erected or permitted to remain on that portion of any Lot or common area subject to the Golf Course Easements with the exception of the lots listed above in Section 3 and the setback lines referenced in Article II, Section 3 (a) above.

**Section 5. Distractions Prohibited.**

An Owner of a Lot subject to the Golf Course Easement shall be obligated to refrain from any actions which would distract from the playing qualities of the Golf Course or the development of an attractive overall landscaping plan for the entire golf course area, including the Owner's Lot. Such prohibited actions shall include, but are not limited to, such activities as and otherwise permitted burning on a lot when the smoke would cross the golf course area and the maintenance of dogs or other pets on a Lot under conditions interfering with play due to their loud barking, running on fairways, picking up balls, or other animalistic activity.

**Section 6. Right of Access to Lots and Areas Subject to the Golf Course Easement.**

Each Lot subject to the Golf Course Easements shall be subject to a right and easement permitting registered Golf Course players and their caddies to enter upon any open part of such Lot except a dwelling or accessory structure to recover a ball without such entering being deemed a trespass. Players or their caddies shall not be entitled to enter upon any such Lot or area subject to the Golf Course Easements with a golf cart or other vehicle, spend unreasonable time on such Lot or area, or in any way commit a nuisance, or damage, or destroy any property, plantings or foliage, while thereon.

**Section 7. Easement of Light, Air and View.**

There is hereby reserved for the benefit of the Developer, the Association, and their respective successors and assigns, the right and easement of light, air and view over and across the area subject to the Golf Course Easements.

**Section 8. Landscaping.**

The Owner of each Lot adjacent to the Golf Course shall landscape and maintain all that part of his Lot which is visible from the Golf Course in an attractive, well kept manner consistent with the overall landscaping plan for the entire Golf Course area.

**ARTICLE IV**

**REQUIREMENTS AND PROHIBITIONS**

**Section 1. Architectural Review Committee.**

Except for purposes of proper maintenance and repair, no building, fence, wall or other improvement or structure shall be commenced, constructed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other characteristic therefore (including, without limitation, any other information specified by the Architectural Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Community by an Architectural Review Committee.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, guild, alter, remove or construct any lighting, shade, window, air conditioning units, screen awning, patio cover, decoration, fence, wall, aerial, antenna, radio or television broadcasting or receiving device, slab, sidewalk, curb, gutter, patio, balcony, porch, or driveway, or to make any change or otherwise alter (including any alteration of color) in any manner whatsoever the exterior of any improvement constructed upon any Lot or upon any of the common areas, or to combine or otherwise join two or more dwellings, or to partition the same after combination, or to remove or alter any window or exterior door of any dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other Lot Owner, materially increase the cost of operating or insuring any of the common areas or impair any easement, until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other characteristic therefore (including, without limitation, any other information specified by the Architectural Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Architectural Review Committee designated by the Board of Directors.

**Section 2. Design Standards.**

The Architectural Review Committee shall have the right to develop one or more manuals or sets of Guidelines setting forth detailed architectural and landscape design standards, specifications

and criteria to be used by the Architectural Review Committee for determining compliance with this Declaration. Such Design Standard Manuals shall be used as a guide and shall not be binding upon the Architectural Review Committee in connection with the exercise of its review and approval functions and/or its ultimate approval or refusal to approve any plans and specifications submitted.

Attached to this declaration as Exhibit "D" are some recommended plan books produced by the Architectural Firms of Design Traditions and Historic Replications. Additional plan books may be recommended by the Architectural Review Committee in the future.

### **Section 3. Architectural Review Committee - Operation.**

The Board of Directors, Developer, and Country Club shall appoint an Architectural Review Committee. The Architectural Review Committee, shall be composed of three (3) or more individuals designated from time to time by the Board of Directors, Developer, and Country Club and such individuals shall serve at the pleasure of those by whom they were appointed. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

- (a) **Disclaimer.** The Board of Directors, the Architectural Review Committee, each director and each office to 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 or 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 or any portion of the plans if such plans are subsequently submitted for use in any other instance.

### **Section 4. Approvals, etc.**

Upon approval by the Architectural Review Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days

after such plans and specifications (and all other materials and information required by the Architectural Review Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been complied with fully provided.

**Section 5. Limitations.**

Construction or alterations in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Committee (whether by affirmative action or by forbearance from action) and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

**Section 6. Rules and Regulations, etc.**

The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the construction or alteration of any structure or improvement and the form and content of plans and specifications to be submitted to it for approval, and may publish and record such statements of policy, standards, guidelines, and may establish such criteria relative to architectural styles or details, colors, size, set-backs, materials or other matters relative to architectural control, protection of the environment, and preservation of values and amenities as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural Review Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted to it for approval pursuant to the provisions of this Article. The decisions of the Architectural Review Committee shall be final except that any Member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standard of guideline established by the Committee) may appeal the decision of the Architectural Review Committee to the Board of Directors, and upon written request, such Member shall be entitled to a hearing before the Board of Directors.

## ARTICLE V

### BEAU PRÉ PROPERTY OWNERS' ASSOCIATION

#### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

##### **Section 1. Membership.**

The Members of the Association shall be and consist of every person who is, or who hereafter becomes, an Owner of a Lot comprising part of the Property.

##### **Section 2. Action by Members of the Association.**

The Association shall have two classes of voting membership. Whenever in this Declaration any action is required to be taken by a specified percentage of "each class of the then Members" of the Association, then such action shall be required to be taken separately by the specified percentage of the then outstanding Class A Members and by the specified percentage of the then outstanding Class B Members. Whenever in this Declaration any action is required to be taken by a specified percentage of the "then Members" of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding total membership of the Association.

##### **Section 3. Voting Rights.**

Each Member shall have one vote in the election of each officer of the Association. For all other purposes, the voting rights of the Members shall be by class of membership, and shall be as follows, to wit:

- (a) Class A Members. Each person, other than persons herein defined as Developers, who is or who hereafter becomes the Owner of a Lot shall be a Class A Member of the Association. Class A Members shall be entitled to one vote for each Lot owned.
- (b) Class B Members. Each of the persons herein defined as "Developers," and the nominee or nominees, if any, of each such person, shall be Class B Members of the Association. Class B Members shall be entitled to one vote for each Lot owned in proportion to their ownership interest in Beau Pré Development.

##### **Section 4. Memberships Appurtenant to Real Property.**

In every case, the membership of a Class A Member and the membership of a 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 5. Termination of Class B Memberships.**

The Class B Memberships shall terminate and automatically shall be converted into Class A Memberships upon the first to occur of the following dates, to-wit:

- (a) The 31st day of December of any year on which the total number of Lots owned of record by Class A Members is equal to or greater than five times the total number of Lots owned of record by Class B Members; or
- (b) The date of January 31, 2048, or
- (c) The date on which all remaining Class B Members shall voluntarily relinquish all Class B Memberships by a written document or documents delivered to the Association.

Upon the termination of the Class B Memberships, as provided above, all persons herein defined as "Developers" thereafter shall be and remain Class A Members, as to each and every Lot concerning which they own the fee title otherwise required for Class A membership.

**Section 6. Reinstatement of Class B memberships.**

If on any one or more occasions prior to January 31, 2048, all Class B Memberships should terminate, and if after any such termination any one or more of the Developers, in accordance with the provisions of Article II, should annex additional real property to the Property, and if any such annexation results in the Developers owning one-sixth or more of the total number of Lots upon the whole of the Property, then on each such occasion the status of the Developers as Class B Members shall be fully reinstated, and following each such occasion the status of the Developers, and the nominee or nominees, if any, of each of the Developers, shall continue to be Class B Members until the first thereafter to occur of the alternative dates specified in Subparagraphs (a), (b), and (c) above in Section 5 of this Article. Following each such reinstatement of the Class B Memberships, and for so long thereafter as the Class B Memberships shall continue to exist, the Developers, and the nominee or nominees, If any, of each of the Developers, shall have all the rights and powers of Class B Membership, as herein prescribed.

**Section 7. Other Voting Provisions.**

As to all matters except the election of officers, only one vote may be cast with respect to any one Lot. Any person qualifying as a Member of more than one voting class of membership may exercise the votes to which he is entitled for each such class of membership. If the fee title to a particular Lot, with a Class A membership, is owned of record by more than one person, the vote appurtenant to such Lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said Lot, with a Class A membership, shall not be counted.

**Section 8. Board of Directors.**

The affairs of the Association shall be managed and controlled by a Board of Directors consisting of the number of individuals from time to time prescribed by the By-Laws, which number, however, shall not be less than three nor more than nine. Directors need not be Members of the Association. From and after the first annual Members' meeting, and for so long as there is a Class B Member, the Board of Directors shall consist of Appointed Directors and Elected Directors. During all times when there is no Class B Member, all Directors shall be Elected Directors other than the 1/3 appointed by the Country Club.

Appointed Directors shall be selected and appointed as follows: 1/3 of the total number, by the concurrence of a majority of the Class B Members, 1/3 by Beau Pre Country Club and the last 1/3 shall be appointed by the first two appointees and shall be a Class A member, and shall serve at the pleasure of those by whom they were appointed. The initial Board of Directors shall consist of three individuals, all of whom shall be Appointed Directors, and unless earlier replaced, said initial Directors shall serve until the first annual meeting of Members. From and after the first annual Members' meeting, and for so long as there is a Class B Member, the number of Appointed Directors at all times shall be equal to two-thirds of the total number of Directors prescribed from time to time by the By-Laws, or if at any time the total number of Directors prescribed by the By-Laws is not evenly divisible by three, then the number of Appointed Directors shall be equal to the whole number next larger than two-thirds of the total number of Directors prescribed by the By-Laws. The Country Club shall always appoint one third of the directors.

Elected Directors shall be elected by the Class A Members at annual Members' meetings, and shall serve until their successors shall be elected and qualified in accordance with the By-Laws. The elected director shall take the place of the 3rd mutually appointed director.

**Section 9. Formation of Beau Pré Property Owners' Association.**

The Beau Pré Property Owners' Association will be formed on or before the date of sale of the 30th lot. The duties of the Association shall be carried out by Beau Pré Development until the formation of the Beau Pré Property Owners' Association.

**ARTICLE VI**

**MEMBERS' RIGHT OF ENJOYMENT**

**Section 1. Members' Right of Enjoyment.**

Except as is provided in Section 2 of this Article, every Member shall have a right and easement of enjoyment in and to the common areas and community facilities, which easement shall be appurtenant to and shall pass with the fee title to the Lot owned by such Member, subject, in every case, however, to the following, to wit:

- (a) the right of the Association, in accordance with its Charter of Incorporation and By-Laws, to borrow money for the purpose of improving the common areas and community facilities or any portion thereof, in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage any of the common areas and community facilities, provided, however, that no such borrowing shall be done and no such mortgage shall be executed unless and until same has been approved by the vote of at least two-thirds of each Class of the then Class A Members and the then Class B Members of the Association, voting separately; and
- (b) 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 community facilities (excluding streets, roads and parking areas) situated upon the Property by the Members and their families, tenants and guests; provided, however, that any such fees shall be charged on a uniform basis for each Member, and, provided further, that in no event shall the Association levy any fee for the use of any streets, roadways or parking areas which are situated upon the Property; and
- (c) the right of the Association, acting by and through its Board of Directors, to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure; provided, however, that any such steps are in conformity with the other provisions of this Declaration; and
- (d) the right of the Association, acting by and through its Board of Directors, to adopt reasonable house rules respecting use of the common areas and community facilities and to limit the number of guests of members who may use any facilities on the Property; and
- (e) 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 community facilities (except rights to use streets, roadways and parking areas, which latter rights shall not be subject to suspension for any reason) for any period during which any assessment remains unpaid and for any period not exceeding sixty (60) days for any infraction of any of the published rules and regulations of the Association; and
- (f) the right of the Association to dedicate or transfer all or any part of the common areas or community facilities to any public or municipal agency, authority or utility for any purpose consistent with the purposes of the Declaration, and subject to such conditions as may be agreed to by the Members; provided, however, that no such dedication or transfer or determination as to purpose or as to conditions, shall be effective unless a majority of each Class of the then Members of the Association consent to such dedication, transfer, purpose and conditions, at a special meeting of the Members duly called for such purpose; and
- (g) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private.

to any government agency, public utility, the Developer or any other person, provided, however, that no such licenses, rights-of-way or easements shall be unreasonable and permanently inconsistent with the rights of the Members to the use and enjoyment of the common areas and community facilities; and

- (h) the right of the Association, acting by and through its Board of Directors, to open the common areas and community facilities, or any portions thereof, to a wider group of persons, all for such purposes and on such terms and conditions as the Board of Directors may from time to time consider appropriate; and
- (i) the right of the Association, acting by and through its Board of Directors, to restrict the use and enjoyment of certain parts of the common areas and community facilities in accordance with a prior reservation scheduled by the Management Agent; and
- (j) the right of the Association, acting by and through its Board of Directors, to maintain guarded or electronically monitored gates monitoring vehicular access to and from the Community on private streets situated on the common areas owned by the Association; and
- (k) the rights of the Owners of Lots to perpetual easements over and upon any of the common areas and community facilities for such portions of their dwellings that may overhang or otherwise encroach upon any of the common areas or community facilities, for support, for the purpose of necessary repairs and maintenance, for maintenance of reasonable appurtenances to the dwellings, and for reasonable ingress and egress to and from any dwelling through and over the common areas and community facilities; and
- (l) the right of each Member to use the streets, roadways, and vehicular parking areas situated upon the common areas and community facilities; provided, however, that each Member shall comply in all respects with all supplementary rules and regulations which are not inconsistent with the provisions of this Declaration and which the Board of Directors of the Association may from time to time adopt and promulgate with respect to parking and traffic control upon the common areas and community facilities.

**Section 2. Right of Enjoyment in Neighborhood Common Areas and Community Facilities.**

Whenever a particular additional area shall be annexed to the Property theretofore subject to this Declaration, by the execution of a Supplementary Declaration in accordance with Article II hereof, and the Supplementary Declaration or any amendment or supplement thereto shall provide that specified common areas and/or community facilities situated within the particular additional area (any such specified common areas and/or community facilities being referred to herein for convenience as Neighborhood common areas and community facilities) shall be and are set aside for the use, benefit and enjoyment of only the Owners of Lots in the Neighborhood consisting in whole or in part of the particular additional area, then those Members of the Association who do not own Lots in that Neighborhood shall have no right in or to the use, benefit and enjoyment of such Neighborhood common areas and community facilities; however, every Member who owns a Lot in the particular Neighborhood shall have the same right and

easement of enjoyment in and to the Neighborhood common areas and community facilities in that Neighborhood as is set forth above in Section 1 of this Article with respect to common areas and community facilities in general, which said right and easement of enjoyment, in each case, shall be subject to the same conditions and provisions as are set out in subparagraphs (a) through (l), both inclusive, of Section 1 of this Article, provided that insofar as said subparagraphs (a) through (l) thus are made applicable to Neighborhood common areas and community facilities, all references in said subparagraphs (a) through (l) to Members, of whatever class, shall be interpreted as references to the Members who own Lots in the particular Neighborhood.

**Section 3. Rights Not Subject to Suspension.**

Notwithstanding anything in this Declaration to the contrary, the Association shall have no authority to suspend, either temporarily or permanently, any of the rights specified in Subparagraphs (k) and (l) of Section 1 of this Article for any reason whatsoever.

**Section 4. Delegation of Right to Use.**

Any Member of the Association may delegate his rights to the use and enjoyment of the common areas and community facilities to the members of his family who reside permanently with him and to his tenants, contract-purchasers and guests, all subject to such reasonable rules and regulations as the Board of Directors of the Association may adopt and uniformly apply and enforce.

**Section 5. Country Club Membership Not Required to Own Lot.**

Membership in Beau Pré Country Club is not required to buy a lot, build a house, or to be a member of The Property Owners' Association.

**ARTICLE VII**

**DETERMINATION OF ASSESSMENTS**

**Section 1. Annual Maintenance Assessments.**

Each person who becomes a fee simple Owner of a Lot comprising part of the Property, by acceptance of a deed therefor, whether or not the deed shall so state, shall be deemed to covenant and agree to pay the Association each month, in advance, a sum equal to one—twelfth (1/12) of such person's annual maintenance assessment. Assessment of a vacant lot will be 50% of the assessment of a lot with a dwelling. "Annual maintenance assessment," as used herein, shall mean such person's proportionate share of the amount required by the Association, as estimated by the Board of Directors, to meet its annual expenses, including but in no way limited to the following, to wit:

- (a) the amount of all operating expenses for operating the common areas and community facilities and furnishing the services furnished to or in connection with the common

areas and community facilities, including charges by the Association for any services furnished by it; and

- (b) the costs of necessary management and administration of the common areas and community facilities, including fees paid to any Management Agent; and
- (c) the amount of all taxes and assessments levied against the common areas and community facilities, and
- (d) the costs of fire and extended coverage and liability insurance on the common areas and community facilities and the costs of such other insurance as the Association may place in force with respect to the common areas and community facilities; and
- (e) the costs of garbage and trash collection to the extent provided by the Association.

Except as may be specifically provided herein, this Declaration does not contemplate that the Association shall have any responsibility of the maintenance or repair of any dwelling or its appurtenances or for the maintenance and care of lawn and garden areas, and the responsibilities and duties of the Association for such maintenance, repairs, and care shall be limited to the common areas and community facilities, provided, however, the Board of Directors, in Neighborhoods, and treating each Neighborhood separately, pursuant to the provisions of the Supplementary Declaration of Covenants and Restrictions annexing the real property designated as a Neighborhood to the Property or pursuant to the recommendation of the Owners of Lots within a Neighborhood, may provide for the exterior maintenance of dwellings and/or for the maintenance and care of lawn and garden areas and the cost thereof shall be deemed to be part of the annual assessment, provided, however, the Association shall not undertake to maintain and care for the lawn and garden area on any portion of any Lot which is enclosed and intended for use only by the occupants of the dwelling unit on such Lot.

### **Section 2. Special Maintenance Assessments.**

In addition to the regular maintenance assessments authorized by this Article, the Association may levy during any assessment year one or more special maintenance assessments, applicable to that year only, for the purpose of paying in whole or in part the costs of any construction and reconstruction, inordinate repair or replacement of any improvement, fixtures or personal property constituting part of the community facilities or for such other purpose or purposes as the Board of Directors may deem appropriate; provided that prior to being levied any such assessment shall be approved by at least two-thirds (2/3) of the then Class A Members and at least two-thirds (2/3) of the then Class B Members, voting separately. A meeting of the Members shall be duly called for the purpose of approving any special maintenance assessment.

### **Section 3. Reserves for Replacements.**

The Association shall establish and maintain a reserve fund for replacements of the common areas and community facilities, and shall allocate and pay monthly to such reserve fund whatever amount may be designated from time to time by the Board of Directors. Amounts paid into such

fund shall be conclusively deemed to be a common expense of the Association, and all such amounts may be deposited in any banking institution, the accounts of which are insured by any agency of the United States, or, in the discretion of the Board of Directors, may be invested in obligations of, or obligations fully guaranteed as to principal by, the United States of America. The reserve for replacements of the common areas and community facilities may be expended only for the purpose of affecting the replacement of the common areas and community facilities, for major repairs to any sidewalks, parking areas, streets or roadways on the Property, for equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the common areas and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of each Class A Member in any such reserves shall be considered an appurtenance to his Lot, and shall not be withdrawn, assigned or transferred separately from or otherwise than as an appurtenance to the Lot to which it appertains, and shall be deemed to be transferred with such Lot.

**Section 4. Maximum Annual Maintenance Assessments.**

Anything herein to the contrary notwithstanding, the initial maximum annual maintenance assessment for each of the Lots to which Class A membership is appurtenant shall not exceed the sum of \$360.00 per annum for a lot with a dwelling, and \$180.00 per annum for a vacant lot, plus, whatever additional amounts as properly may be assessed with respect to Lots in any particular Neighborhood because of a greater level of services provided for the Owners of Lots in the Neighborhood, provided that the maximum amount thus prescribed may be increased from time to time, in accordance with the provisions in other Sections of this Declaration. Except to the extent that maintenance assessments for particular Class A Members may be increased or decreased in accordance with Section 6 of this Article or Section 10 of Article VII of this Declaration, all annual maintenance assessments shall be levied at a uniform rate for each Lot to which Class A membership is appurtenant.

**Section 5. Increase In Maximum Annual Maintenance Assessment.**

- (a) For each assessment year beginning on or after January 1, 1998, the maximum annual maintenance assessment for Class A Members, as hereinabove provided for, may be increased by the Board of Directors, without a vote of the Class A Members, by an amount equal to ten percent (10%) of the maximum annual maintenance assessment for the preceding year plus each member's proportionate share of the amounts by which any ad valorem property taxes and any casualty and other Insurance premiums payable by the Association have increased over the amounts payable for the same or similar items in the preceding year.
- (b) For each assessment year beginning on or after January 1, 1998, the maximum annual maintenance assessment for the Class A Members may be increased above that permitted by the next preceding paragraph if, and only if, any such increase shall first be approved by the affirmative vote of at least two-thirds (2/3) of the then Class A Members and at least two-thirds (2/3) of the then Class B Members, voting separately.

A meeting of the Members shall be duly called for this purpose. Any increase properly approved pursuant to this Subparagraph (b) shall be effective for the next succeeding assessment year and for each succeeding assessment year thereafter, unless the then Class A Members and the then Class B Members, by the affirmative vote of at least two-thirds (2/3) of each of said Classes, shall otherwise specify.

**Section 6. Equitable Adjustments - Supplementary Declarations.**

In the event any Supplementary Declaration made pursuant to the provisions and requirements of Article II hereof specifies that a greater or lesser level of services shall be provided by the Association with respect to any real property annexed by such Supplementary Declaration, then such Supplementary Declaration may provide for a different basis for the establishment of annual maintenance assessments with respect to the property annexed thereby, and the Association, acting by and through the Board of Directors, shall have full authority, and it shall be its duty, to make equitable adjustments in the procedures herein set forth for the establishment of annual maintenance assessments to reflect any such different level of services.

**Section 7. Assessments Are Not Dues.**

The assessments and charges herein mentioned are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the Association.

**Section 8. Damage to Common Properties.**

In the event the Board of Directors or the Association determines that any Owner has failed or refused to discharge properly his obligations with respect to the maintenance, repair or replacement of any items for which the Owner is responsible or finds that any Owner is responsible for damage to the area of common responsibility that is not covered by insurance, the Association shall give the Owner written notice of the Association's intent to provide the necessary maintenance, repair or replacement at the Owner's sole cost and expense, which notice shall set forth with particularity the maintenance, repairs and replacement deemed necessary. The Owner shall have fifteen (15) days from the date of mailing the notice by Certified United States Mail to complete the maintenance, repair or replacement or appear before the Board of Directors to contest its determination. If the Owner fails in this obligation the Association may provide such maintenance, repair and replacement at the Owner's sole cost and expense and the cost, plus all costs of collection including a reasonable attorney fee, shall be added to and become part of the assessment for which the Owner is responsible and shall become a lien against the Lot of the Owner enforceable by the Association.

## ARTICLE VIII

### ENFORCEMENT OF ASSESSMENTS

#### Section 1. Non-Payment of Assessment.

Any assessment levied against a Class A or a Class B Member pursuant to this Declaration, or any installment of any such assessment, which is not paid on the date when due, shall be delinquent and, together with interest thereon and the cost of collection thereof, as hereinafter provided, shall thereupon become a continuing lien upon the Lot or Lots belonging to the Member or Members against whom such assessment is levied, and shall bind such Lot or Lots in the hands of the then Owners, their heirs, devisees, personal representatives and assigns. In addition, the personal obligation of every Member to pay all assessments levied against him pursuant to this Declaration shall remain his personal obligation for the full statutory period permitted by law, and a suit to recover a money judgment for non-payment of any such assessment, or any installment thereof, may be maintained without foreclosing or waiving any lien herein created to secure same.

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, shall bear interest from the date due until paid at the maximum rate permitted by the law of the State of Mississippi, and, in addition, there shall be added to any such delinquent assessment whatever late charges the Board of Directors may from time to time prescribe. The Association may bring an action at law against the Member or Members personally obligated to pay any assessment, or may foreclose the lien against any Lot or Lots then belonging to said Member or Members in the manner now or hereafter provided for foreclosure of mortgages and other liens on real property in the State of Mississippi containing a power of sale, or the Association may do both. Any such foreclosure by the Association shall be subject to the same requirements, both substantive and procedural, as are prescribed from time to time by the laws of the State of Mississippi applicable to foreclosure of mortgages and other liens on real property containing a power of sale. In any event, reasonable attorney's fees and reasonable costs of collection shall be added to the amount of each delinquent assessment.

In the event any proceeding to foreclose the lien for any assessment due the Association pursuant to this Declaration is commenced with respect to any Lot or Lots, then the Owner of such Lot or Lots, upon resolution of the Board of Directors, may be required to pay reasonable rental for such Lot or Lots, and the Association shall be entitled to the appointment of a receiver to collect same.

The Board of Directors may post a list of Members who are delinquent in the payment of any assessments or other fees which may be due the Association, including any installment thereof, in any prominent location upon the Property.

#### Section 2. Assessment Certificates.

The Association shall upon demand at any time furnish to any Member liable for any assessment levied pursuant to this Declaration (or any other person legitimately interested in the same) a

certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Association for each certificate so delivered.

### **Section 3. Acceleration of Installments.**

Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, the entire balance of said assessment thereupon shall be and become due and payable in full, unless the Board of Directors, in its discretion, shall otherwise direct.

### **Section 4. Priority of Lien.**

As to each Lot subject thereto, the lien to secure payment of an assessment, as established by this Declaration, shall have preference over any other liens, assessments, judgments or charges of whatever nature, except the following:

- (a) general and special assessments for ad valorem property taxes on such Lot; and
- (b) the lien of any first mortgage on such Lot duly recorded prior to the assessment of the lien specified in this Declaration, or duly recorded after receipt of a written statement from the Board of Directors stating that payments on the assessment giving rise to the lien established pursuant to this Declaration were current as of the date of recordation of the mortgage.

### **Section 5. Subordination to Mortgages.**

Notwithstanding any other provision of this Declaration to the contrary, the lien upon any Lot to secure any assessment levied pursuant to this Declaration shall be subordinate to the lien of any duly recorded first mortgage on such Lot made in good faith and for value received, and the lien hereunder shall in no way affect the rights of the holder of any such first mortgage; provided, however, that such subordination shall apply only to assessments, and installments thereof, which have become due and payable prior to the sale or transfer of such Lot pursuant to the sale or transfer of such 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 holder of any such duly recorded first mortgage made in good faith and for value received who comes into possession of such Lot pursuant to a foreclosure of the mortgage, or pursuant to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any purchaser at a foreclosure sale, as well as any transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure, shall take the Lot free of any claims for unpaid maintenance assessments levied against the Lot which accrued prior to the time such holder comes into possession of the Lot, or prior to the foreclosure sale or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure, as the case may be, except for claims for a proportionate share of such unpaid maintenance assessments resulting from a reallocation of such unpaid maintenance assessments among the various Lots

upon the Property. However, such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure or the transferee under any deed, assignment, or other proceeding or arrangement in lieu of foreclosure from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of any such maintenance assessments, which lien, if it be asserted as to any such maintenance assessments thereafter becoming due, shall have the same effect and be enforced in the same manner as is provided herein.

No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the holder of any indebtedness secured thereby) recorded prior to the recordation of any such amendment, unless said holder shall join in the execution of any such amendment.

The Board of Directors, in its sole and absolute discretion, may extend the provisions of this Section to the holders of mortgages (or the holders of the indebtednesses secured thereby) not otherwise entitled to the benefits hereof.

**Section 6. Additional Default.**

Any recorded first mortgage encumbering a Lot or Lots on the Property shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, likewise shall be a default under such mortgage, but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof, and the protection extended to the holder of any such mortgage (or the indebtednesses secured thereby) by Section 5 of this Article shall not be altered, modified or diminished by reason of any such failure.

**Section 7. Commencement of Liability for Annual Assessments.**

Each Class A Member's liability to pay monthly installments of annual maintenance assessments shall commence on the date a deed conveying the Lot to which such membership is appurtenant shall be delivered to the Member named as grantee in the deed. The first such monthly installment for each Class A Member shall be paid for the balance of the month during which a deed to the Lot is delivered to the Member and shall be due and payable on the date such a deed to the Lot is delivered to the Member. Except as is herein elsewhere provided, all monthly installments of annual maintenance assessments shall be due and payable on the first day of each successive month.

**Section 8. Assessment of Developers.**

Anything in this Declaration to the contrary notwithstanding, any Lot owned by any one or more of the Developers shall not be subject to assessment by the Association until sixty (60) days after the completion of construction of any dwelling or dwellings constructed upon such Lot. Anything herein to the contrary notwithstanding, any regular or special assessment upon any Lot owned by any one or more of the Developers shall be in an amount equal to twenty-five percent (25%) of the assessment against each similar Lot not owned by Developers.

**Section 9. Exempt Property.**

No portion of the common areas or community facilities shall be subject to assessment of any kind by the Association.

**ARTICLE IX**

**MANAGEMENT AGENT**

**Section 1. Management Agent.**

The Board of Directors may employ for the Association a management agent or manager (herein called the 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 in writing. The Management Agent shall perform such duties and services as the Board of Directors shall direct and authorize in writing, which duties and services may include, without limitation, the power and authority in the Management Agent.

- (a) To establish (subject to the approval and confirmation of the Board of Directors) and to provide for the collection of the annual maintenance assessment and any other assessments specified in this Declaration, and to provide for the enforcement of liens securing same in any manner consistent with law and with the provisions of this Declaration; and
- (b) To provide for the care, upkeep, maintenance and surveillance of the common areas and community facilities; and
- (c) To select, hire, and dismiss such personnel as may be required for the good working order, maintenance, and efficient operation of the common areas and community facilities; and
- (d) To promulgate (with approval and confirmation of the Board of Directors) and to enforce such rules and regulations and such restrictions, requirements, house rules, and the like as may be deemed proper respecting the use and care of the common areas and community facilities; and
- (e) To provide such other services (including accounting services) for the Association as may be consistent with law and the provisions of this Declaration.
- (f) The management agreement entered into by the Association shall provide inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days written notice thereof to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

**Section 2. Limitation of Liability.**

The Association shall not be liable for any failure of any service to be furnished by the Association or paid for out of the common expense fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the common areas or community facilities, or from any wire, pipe, drain, conduit, or the like. The Association shall not be liable to any Member for loss of or damage to any articles, by theft or otherwise, which may be left or stored upon the common areas or community facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas or community facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any county or other governmental authority.

**ARTICLE X**

**NEIGHBORHOODS**

**Section 1. Provisions Interpreted Separately.**

The provisions in this Article shall be construed and interpreted as though they applied separately to each Neighborhood comprising part of the Property, but the interpretation and construction of the provisions in this Article shall be uniform as among the separate Neighborhoods.

**Section 2. Level of Services Within A Neighborhood.**

The Owners of Lots within a Neighborhood, as a group, shall have the right and authority to make from time to time recommendations to the Board of Directors concerning the nature and extent of all services to be furnished by the Association with respect to:

- (a) any Neighborhood common areas and community facilities situated within the Neighborhood;
- (b) any public streets, sidewalks, medians and other public areas situated within or adjoining the Neighborhood;
- (c) any other lands or improvements situated within the Neighborhood.
- (d) the maintenance and repair of any dwelling or their appurtenances within the Neighborhood.
- (e) the maintenance and care of any lawn or garden area within the Neighborhood.

**Section 3. Recommendations Not Adopted**

Any recommendation made pursuant to this Section shall promptly be adopted and implemented by the Board of Directors unless the Board of Directors formally shall determine, by order entered on its minutes, that there exists a reason or reasons why the recommendation should not be adopted and implemented, and shall set forth in such order what the reason or reasons are. Any recommendation made pursuant to this Section shall not be adopted or implemented by the Board of Directors if it shall:

- (a) be inconsistent with the general scheme and purpose of this Declaration;
- (b) be such as would result in an unattractive or unkempt appearance for any portion of the Property or any improvement thereon;
- (c) be such as would result in a nuisance; or
- (d) be such as would result in any type of unsafe or hazardous condition.
- (e) be in violation of the Charter of Incorporation of the Association.

**Section 4. Making Recommendation.**

The procedure for making any recommendation permitted by Section 2 of this Article shall be to adopt same at a Neighborhood meeting convened and held for the purpose of considering the recommendation. At any such Neighborhood meeting, the favorable vote of at least two-thirds (2/3) of the Owners of Lots in the Neighborhood shall be required to adopt and make such a recommendation.

**Section 5. Convening Neighborhood Meetings.**

If the Owners of Lots in a Neighborhood wish to convene a Neighborhood meeting for the purpose of considering one or more recommendations pursuant to Section 3 of this Article, at least thirty percent (30%) of said Owners shall sign a written petition to the Board of Directors, and thereby shall request the Board of Directors to convene a Neighborhood meeting. The written petition shall set forth the recommendation or recommendations to be considered at the Neighborhood meeting. Upon receipt of such a written petition, the Board of Directors, by order entered upon its minutes, shall fix the time and place for the Neighborhood meeting. The time fixed for the Neighborhood meeting shall be not more than sixty (60) days following delivery of the written petition to the Board of Directors. Each Neighborhood meeting shall be held at some convenient place on the Property, and shall be held at a time, and on a date which the Board of Directors feels will be of greatest convenience to the majority of the Owners of lots in the Neighborhood.

**Section 6. Notice of Neighborhood Meetings.**

When the Board of Directors has fixed the time and place for a Neighborhood meeting, it shall be the duty of the Secretary of the Association to mail written notice of the Neighborhood meeting to each Owner of record of a Lot in the Neighborhood. The notice shall state the time and place of the meeting, and shall set forth in full the recommendation or recommendations to be considered at the meeting. The notice shall be mailed to each Owner at his address as it appears on the membership roster of the Association, or, if no such address appears, at his last known address, and shall be mailed at least ten (10) days but not more than forty-five (45) days prior to the date of the meeting. Any action taken at any Neighborhood meeting with respect to any recommendation shall be invalid unless notice of the meeting shall have been given in accordance with this Section.

**Section 7. Voting at Neighborhood Meetings.**

At any Neighborhood meeting, each Owner of a Lot in the Neighborhood shall be entitled to one vote for each Lot owned by him in the Neighborhood insofar as concerns any matter as to which the Owners of Lots in the Neighborhood are entitled to vote. If the fee title to a particular Lot is owned of record by more than one person, the vote appurtenant to such Lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In case of any such objection, the vote appurtenant to said Lot shall not be counted. All provisions of the By-Laws of the Association relating to Members voting by proxy and to inspectors of election shall be applicable at any Neighborhood meeting.

**Section 8. Secretary and Minutes.**

The Secretary of the Association, or some responsible person designated by him, shall act as recording secretary at each Neighborhood meeting, and shall take down and prepare minutes of each such meeting, which minutes shall be preserved as part of the permanent records of the Association.

**Section 9. Recommendation Without Neighborhood Meeting.**

If any written petition submitted to the Board of Directors pursuant to Section 4 of this Article shall have been executed by the Owners of at least eighty-five percent (85%) of the Lots in a Neighborhood, no Neighborhood meeting shall be necessary to approve and make the recommendations set forth in the written petition, but instead the written petition itself shall constitute the approval and making of the recommendations therein set forth.

**Section 10. Precedence of Recommendations.**

Any recommendation properly made pursuant to this Article and properly adopted for implementation by the Board of Directors, shall take precedence over:

- (a) any prior inconsistent recommendation or recommendations relating to the same subject matter and the same Neighborhood;
- (b) any greater or lesser level of services set forth in a Supplementary Declaration of Covenants and Restrictions covering the area constituting in whole or in part the Neighborhood in question.

**Section 11. Adjustments in Assessments.**

If any recommendation properly made pursuant to this Article, and properly adopted and implemented by the Board of Directors, shall call for a greater or lesser level of services for a particular Neighborhood, then the Board of Directors shall increase or decrease (as may be the case) the amount of the annual maintenance assessments assessed against the Owners of Lots in that Neighborhood in such manner that the amounts of such assessments shall be commensurate with the greater or lesser level of services.

**ARTICLE XI**

**ANNEXATION OF ADDITIONAL PROPERTY AND DESIGNATION OF  
NEIGHBORHOODS**

**Section 1. Annexation of Additional Real Property.**

At any one or more times on or before January 31, 2048, and without the assent of the Class A Members, the Developer, or any other person with the written assent of the Developer, shall have the right, privilege, and option to annex to the Property any additional contiguous or non-contiguous real property situated in Adams County, Mississippi, which is situated within the perimeter of the tract of land described in Exhibit "C" hereto, which Exhibit "C" by this reference is made a part hereof for all purposes, and which tract of land is hereinafter referred to as the "land subject to annexation." Any such annexation shall have the effect of making the annexed property part of the Property and of 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.

At any one or more times on or before January 31, 2048, and without the assent of the Class A Members, the Developer shall have the right, privilege, and option to amend the real property described in Exhibit "C" hereto, the land subject to annexation, to include such other real property as the Developer may hereinafter acquire, with the intent to develop in conformance with the General Plan of Development for Beau Pré. Such amendment shall be made by executing a written instrument setting forth such amendment, describing therein the parcels of land theretofore constituting the land subject to annexation and the additional parcel(s) of land being included, and filing the written instrument for record in the office of the Chancery Clerk of Adams County, Mississippi.

Any annexations of additional real property to the Property shall be made by recording a Supplementary Declaration of Covenants and Restrictions in the land records in the office of the Chancery Clerk of Adams County, Mississippi which Supplementary Declaration shall, by declaration therein, 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 Developer, shall be executed also by the Developer or the Developer's successors in title. Such Supplementary Declaration may contain, with respect to the additional property annexed thereby, whatever complementary additions and modifications to the covenants and restrictions set forth herein as may be appropriate to reflect the different character or use, if any, of the annexed additional property, provided, however, that in no event shall any such addition or modification be substantially inconsistent with the provisions of this Declaration, except as may be provided in Section 6 of Article V of this Declaration.

## **Section 2. Neighborhoods.**

At any one or more times on or prior to January 31, 2048 and without the assent of the Class A Members, the Developer shall have the right to designate any distinct area, portion or subdivision of the Property as a separate Neighborhood. After having designated any particular portion or subdivision of the Property as a Neighborhood, the Developer shall have the further right, at any one or more times on or before January 31, 2048, and without the assent of the Class A Members, to add an additional portion or portions of the Property to a particular Neighborhood and thereby constitute and designate the initial and added areas to be and constitute one and the same Neighborhood; provided that the Developer shall not have the right to add to any particular Neighborhood any additional area unless the characteristics of the additional area, once it shall have been fully developed, will be substantially the same as the characteristics of the particular Neighborhood. The Developer may designate a particular area as a Neighborhood, or as an addition to a Neighborhood, by declaring such designation in the Supplementary Declaration annexing the real property on which the Neighborhood is situated to the Property or by executing a written instrument setting forth such designation and filing the written instrument for record in the land records in the office of the Chancery Clerk of Adams County, Mississippi.

## **ARTICLE XII**

### **EASEMENTS**

#### **Section 1. Reservation of Easement Rights by the Developer.**

The Developer, for itself and its assigns, hereby reserves a non-exclusive easement and right-of-way in, through, over, and across the common areas and community facilities for the purposes of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and related appurtenances to any of same, and for all other purposes reasonably related to the completion of construction and the provision of utility services, whether public or private, to the Community and to other real property in the vicinity of the Community. Any and all

instruments of conveyance made by the Developer to the Association with respect to any of the common areas and community facilities shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Developer, the Association shall from time to time execute, acknowledge, and deliver to the Developer such further assurances of this reservation as may be necessary.

**Section 2. Conveyance of Easements for Utilities and Related Purposes.**

The Association is authorized and empowered to grant (and shall from time to time grant) such other easements, licenses, and rights-of-way over the common areas and community facilities for the installation, operation and of maintenance sewers, water pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and related appurtenances for any and all purposes benefiting the Community and other real property in the vicinity thereof as may be considered necessary or appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common areas and community facilities and for the preservation of the health, safety, convenience, and welfare of the Owners of the Lots, the owners of such other real property, or the Developer.

**Section 3. Maintenance and Support Easements.**

In those parts of the Property where dwellings are permitted on or in close proximity to the boundaries of a Lot, the common areas and community facilities and each Lot and dwelling thereon, for the benefit of the Association and the Owners of the adjoining Lots and abutting dwellings, shall be subject to irrevocable easements for drainage; for the maintenance and unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of every kind; to easements for maintenance and lateral support of adjoining and abutting buildings and improvements; to easements for such portions of any building or improvement that may overhang a Lot or any portion of the common areas and community facilities; and to easements for the leadwalks and sidewalks serving adjoining and abutting areas.

**Section 4. Utility and Drainage Easements.**

As from time to time may be shown on a map or plat of real property annexed to the Property as provided in Article II, all the areas depicted on said map or plat either as utility easements or as drainage easements, or as both, shall each and all be subject to non-exclusive easements in favor of, severally, the Association, the Developer, and each certified utility company which heretofore has installed, or caused to be installed, or which may hereafter install, or cause to be installed, within said easement any sewer pipe, water pipe, wire, conduit, cable, valve, transformer, switch, connector, or any other equipment or facility for the purpose of transmitting or providing electricity, water, sanitary sewer service, telephone service, natural gas, radio signals, television signals, or any other service normally considered to constitute a "utility" service. Each such easement shall permit the Association, the Developer, and each such utility company to perform from time to time anything and everything reasonably necessary or appropriate to repair, maintain, replace, change the size of, and otherwise maintain in proper and adequate operating condition all such equipment and facilities heretofore or hereafter installed by or for each such

utility company. However, a utility company shall have no right to place any such pipe, wire, conduit or appurtenance above the ground without the express written permission of the Lot Owner and the Association unless such pipe, wire, conduit or appurtenance is routinely placed above ground when the utility company provides underground service or unless such pipe, wire, conduit or appurtenance exists on the Lot above ground prior to the Lot being acquired by the Lot Owner. As used herein, the expression "utility company" shall mean and include Southwest Mississippi Electric Power Association, BellSouth Telephone Company, City of Natchez, Mississippi, Mississippi Valley Gas, and Adams County Water Association, and any other entity which has heretofore installed or facilities mentioned above. All the areas depicted on such plat either as utility easements or as drainage easements, or as both, also shall be subject to nonexclusive easements in favor of the Association and the Developer, severally, which easements shall permit the Association and the Developer, or either of them, to perform from time to time anything and everything reasonably necessary or appropriate to maintain proper drainage within the Community, but nothing in this subparagraph shall be interpreted as relieving the Owner of a Lot from the primary responsibility of performing all routine cutting, trimming, pruning and upkeep necessary or appropriate to maintain any and all portions of his Lot across which surface water may drain.

### **ARTICLE XIII**

#### **ADDITIONAL PROVISIONS**

##### **Section 1. Amendment.**

Subject at all times to all other limitations set forth in this Declaration, this Declaration or any Supplementary Declaration may be amended as follows:

- (a) Until March 1, 1999, by an instrument executed and acknowledged by the Developer, Association, and Country Club.
- (b) At any time after March 1, 1999, when there is one or more Class B Members only by an instrument executed and acknowledged by the Developer and by the Owners of all Lots subject to this Declaration, or in the case of a Supplementary Declaration, by the Owners of all Lots subject to said Supplementary Declaration, who own at least fifty per cent (50%) of all Lots subject to the Declaration or said Supplementary Declaration
- (c) At any time after March 1, 1999, when there are no Class B Members only by an instrument executed and acknowledged by the Owners of all Lots subject to this Declaration, or in the case of a Supplementary Declaration, by the Owners of all Lots subject to said Supplementary Declaration, who own at least fifty per cent (50%) of all Lots subject to the Declaration or said Supplementary Declaration.

Such amending instrument shall be recorded in the land records in the office of the Chancery Clerk of Adams County, Mississippi. Unless a later date shall be specified in any such amending instrument, any amendment hereto shall be effective on the date of recording of the amending instrument.

**Section 2. Duration.**

Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land now and hereafter constituting the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot, and by their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which term the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless terminated at the end of any such period by an instrument executed and acknowledged within sixty (60) days preceding the end of such period by Class A Members who own at least a majority of the Lots then owned by Class A Members, which instrument shall be filed for record in the office of the Chancery Clerk of Adams County.

**Section 3. Construction and Enforcement.**

The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Community. Enforcement of these covenants and restrictions may be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Lot to enforce any lien created hereby; and the failure or forbearance by the Association or the Owner of any Lot to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association, or by any Owner or any mortgagee of any Lot which becomes subject to the provisions hereof, or by any other person who has any right to the use of any of the common areas and community facilities, including, again without limitation, any person who has any right to the use of any street or roadway owned by the Association.

There shall be and hereby is created and declared to be a conclusive presumption that any violation or breach, or attempted violation or breach, of any of the within covenants or restrictions cannot be adequately remedied by an action at law or exclusively by recovery of damages.

**Section 4. Successors of Developer.**

Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Developer hereunder, or any part of them, may be assigned and transferred (exclusively) by the Developer, or by any individual shareholder of the Beau Pré Development with or without notice to the Association.

Any first mortgagee of any Lot upon the Property may pay any taxes, utility charges or other charges levied against the common areas or community facilities which are in default and which may or have become a charge or lien against any of the common areas or community facilities, and any such institutional first mortgagee may pay any overdue premiums on any hazard insurance policy, or secure new hazard insurance coverage on the lapse of any policy, relating to the common areas or community facilities. Any first mortgagee who advances any such payment shall be due reasonable reimbursement of the amount so advanced from the Association.

**Section 10. Condemnation or Eminent Domain.**

In the event any part of the common areas and community facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record encumbering the Lots. No provision of this Declaration or the By-Laws of the Association shall entitle any Member to any priority over the holder of any first mortgage of record encumbering said Member's Lot insofar as concerns the distribution to said Member of the proceeds of any condemnation or settlement relating to taking of any part of the common areas and community facilities.

**Section 11. Captions and Gender.**

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

IN WITNESS WHEREOF, the undersigned parties have caused this agreement to be executed on this 10th day of September, 1998.

BEAU PRÉ DEVELOPMENT, LLC

By \_\_\_\_\_  
Gary J. Guido, Manager

APPROVED:

BEAU PRE COUNTRY CLUB, INC.

By \_\_\_\_\_  
John A. McGee, DDS, President

Exhibit "A"

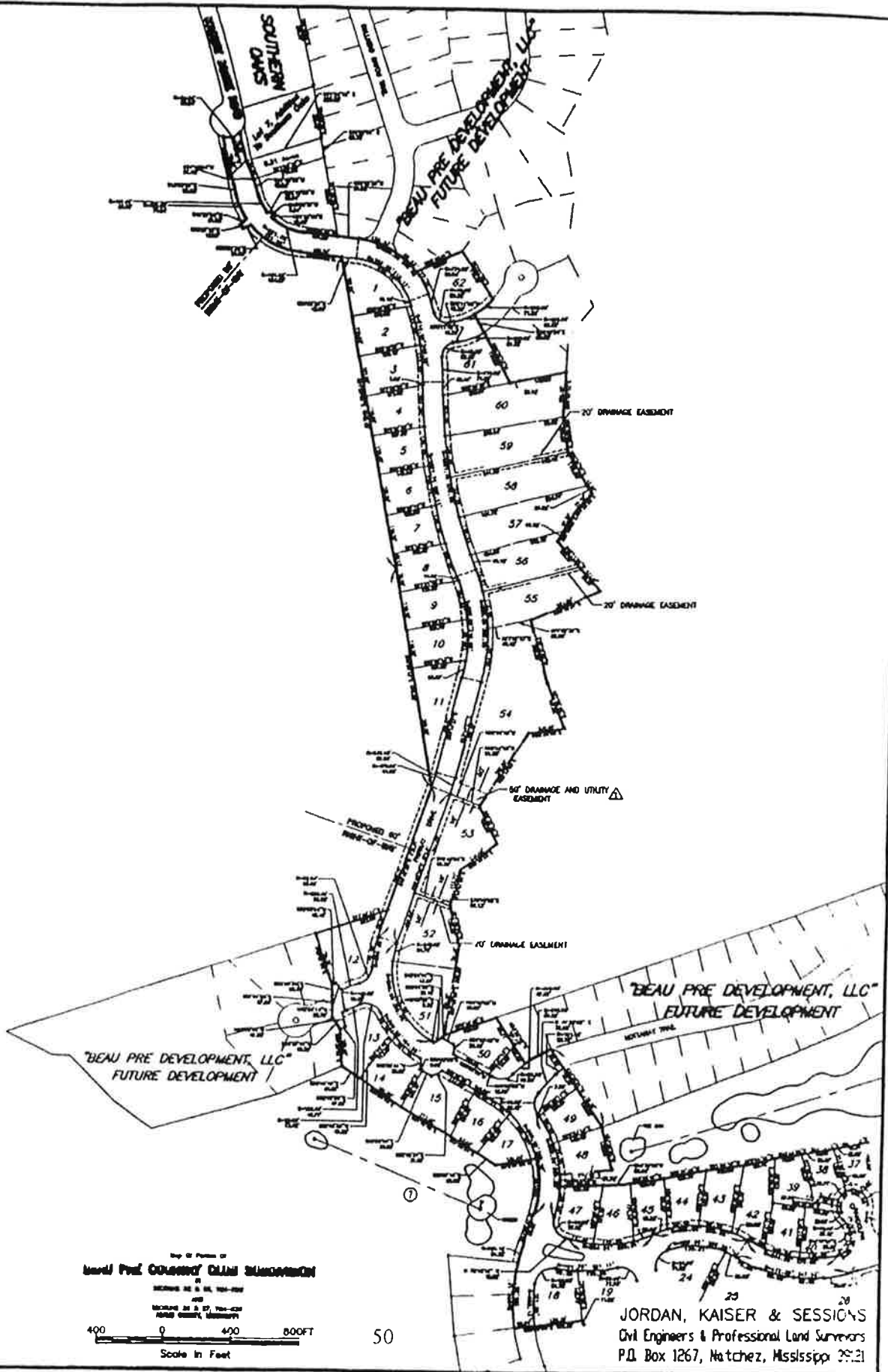
LEGAL DESCRIPTION

DESCRIPTION OF A PORTION OF BEAU PRÉ DEVELOPMENT, LLC PROPERTY, BEING BEAU PRÉ SUBDIVISION, FIRST DEVELOPMENT, AND 6.68 ACRES VILLA TRACT, SITUATED IN T6N-R2W AND T6N-R3W, ADAMS COUNTY, MISSISSIPPI

From a 2" pipe at the southwesterly corner of James Frederick Bunch, Jr. property as described by deed recorded in Deed Book 17-C, page 279 of the records of Adams County, Mississippi, being a corner common to said Bunch property and Southern Oaks, First Development, run S 10° 46' 02" E for 459.42 feet; thence run S 11° 26' 00" E for 352.45 feet; thence run S 13° 10' 05" E for 324.77 feet; thence run S 09° 50' 29" E for 220.11 feet; thence run S 11° 25' 02" E for 238.61 feet to the point of beginning.

Thence from the said point of beginning run N 83° 58' 29" W for 101.85 feet; thence run northwesterly along the arc of a curve to the right having a radius of 161.68 feet for a distance of 104.57 feet; thence run N 21° 36' 00" E for 10.80 feet; thence run N 43° 55' 37" W for 7.91 feet; thence run S 88° 19' 53" W for 12.91 feet; thence run northerly along the arc of a curve to the right having a radius of 161.68 feet for a distance of 59.62 feet; thence run N 17° 43' 22" W for 46.54 feet to a point on the northerly boundary of E. R. Gousset property; thence run S 71° 24' 16" W along said boundary for 58.83 feet; thence run S 13° 39' 07" W for 28.60 feet; thence run southerly along the arc of a curve to the left having a radius of 221.68 feet for a distance of 77.64 feet; thence run S 41° 21' 54" W for 24.59 feet; thence run S 36° 27' 15" E for 12.87 feet; thence run N 65° 39' 38" E for 24.69 feet; thence run southeasterly along the arc of a curve to the left having a radius of 221.68 feet for a distance of 171.20 feet; thence run S 83° 58' 29" E for 122.24 feet to a point on the line between E. R. Gousset and Beau Pre Plantation; thence run along said line S 11° 25' 02" E for 949.26 feet; and S 10° 36' 13" E for 679.65 feet; thence run S 18° 42' 36" E for 388.75 feet to a point on the southerly boundary of the E. R. Gousset property; thence run S 71° 40' 31" W along said boundary for 222.93 feet; thence run S 18° 47' 54" E for 164.38 feet; thence run S 02° 59' 38" E for 28.46 feet; thence run S 01° 41' 06" E for 67.04 feet; thence run S 34° 27' 41" E for 40.39 feet; thence run S 04° 29' 51" E for 109.42 feet; thence run S 56° 44' 46" E for 64.07 feet; thence run S 55° 56' 44" E for 151.08 feet; thence run S 61° 19' 42" E for 173.62 feet; thence run S 57° 38' 51" E for 93.06 feet; thence S 58° 07' 16" E for 65.06 feet; thence run N 79° 37' 58" E for 121.44 feet; thence run southerly along the arc of a curve to the right having a radius of 290.00 feet for a distance of 169.90 feet (long chord S 00° 56' 56" W 167.48 feet); thence run S 17° 43' 41" W for 85.62 feet; thence run southerly along the arc of a curve to the left having a radius of 569.13 feet for a distance of 64.22 feet; thence run N 84° 52' 37" W for 206.65 feet; thence run S 06° 11' 47" E for 122.00 feet; thence run S 05° 34' 02" E for 115.52 feet; thence run S 11° 24' 22" E for 126.96 feet; thence run S 20° 45' 36" E for 112.29 feet; thence run S 26° 50' 46" E for 111.29 feet; thence run S 33° 45' 57" E for 105.50 feet; thence run S 27° 52' 50" E for 71.17 feet; thence run N 79° 13' 11" E for 240.72 feet to a point on the easterly right-of-way line of Fairway Drive; thence run northerly along said right-of-way, being the arc of a curve to the left having a radius of 334.97 feet for a distance of 72.96 feet (long chord N 09° 43' 17" W for 72.82 feet); thence run N 73° 58' 29" E for 84.97 feet; thence run N 47° 33' 09" E for 484.35 feet; thence run N 78° 46' 37" E for 895.58 feet; thence run N 43° 22' 57" E for 102.04 feet; thence run southeasterly along the arc of a curve to the right having a radius of 305.46 feet for a distance of 35.48 feet (long chord S 45° 13' 10" E 35.46 feet); thence

run southeasterly along the arc of a curve to the left having a radius of 670.63 feet for a distance of 199.79 feet (long chord S 50° 25' 37" E 199.05 feet); thence run southeasterly along the arc of a curve to the right having a radius of 40.00 feet for a distance of 34.02 feet (long chord S 34° 43' 01" E 32.97 feet); thence run southeasterly along the arc of a curve to the left having a radius of 75.00 feet for a distance of 26.48 feet (long chord S 20° 20' 52" E 26.34 feet); thence run S 13° 57' 04" W for 102.65 feet; thence run S 83° 58' 51" W for 126.75 feet; thence run S 15° 09' 49" E for 145.88 feet; thence run S 30° 19' 29" W for 38.18 feet; thence run S 74° 29' 54" W for 368.22 feet; thence run S 22° 22' 32" W for 96.20 feet; thence run S 18° 44' 39" E for 206.43 feet; thence run N 82° 15' 58" E for 418.29 feet; thence run N 61° 48' 41" E for 342.48 feet; thence run N 16° 57' 37" E for 86.89 feet; thence run N 21° 55' 40" W for 296.25 feet; thence run S 89° 07' 58" W for 91.90 feet; thence run N 13° 02' 39" E for 67.15 feet to a point on the southerly right-of-way line of Club Drive; thence run along the arc of a curve to the left having a radius of 75.00 feet for a distance of 232.51 feet (long chord N 24° 36' 59" W 149.97 feet); thence run northwesterly along the arc of a curve to the right having a radius of 40.00 feet for a distance of 42.04 feet (long chord N 87° 25' 22" W 40.13 feet); thence run northwesterly along the arc of a curve to the right having a radius of 610.63 feet for a distance of 172.31 feet (long chord N 49° 58' 35" W 171.74 feet); thence run westerly along the arc of a curve to the left having a radius of 365.46 feet for a distance of 410.09 feet (long chord N 74° 02' 19" W 388.91); thence run S 73° 48' 53" W for 150.10 feet; thence run N 16° 00' 10" W for 292.04 feet; thence run S 79° 53' 37" W for 84.70 feet; thence run S 79° 11' 56" W for 93.51 feet; thence run S 79° 56' 11" W for 93.35 feet; thence run S 80° 23' 54" W for 108.61 feet; thence run S 76° 41' 14" W for 88.72 feet; thence run S 81° 58' 19" W for 105.98 feet; thence run S 78° 31' 28" W for 125.15 feet; thence run S 80° 35' 47" W for 100.43 feet; thence run S 86° 30' 02" W for 80.80 feet; thence run S 87° 28' 30" W for 125.30 feet; thence run northerly along the arc of a curve to the left having a radius of 350.00 feet for a distance of 37.78 feet (long chord N 01° 59' 28" W 37.76 feet); thence run N 84° 49' 01" E for 152.26 feet; thence run N 13° 50' 26" W for 130.60 feet; thence run N 33° 39' 31" W for 278.30 feet; thence run westerly along the arc of a curve to the left having a radius of 300.00 feet for a distance of 85.29 feet (long chord S 60° 21' 32" W 85.00 feet); thence run N 33° 36' 43" W for 161.13 feet; thence run S 70° 29' 39" W for 160.00 feet to a point in the center of a bayou; thence run along the center of said bayou N 07° 49' 00" E for 265.56 feet; N 14° 28' 00" W for 120.00 feet; N 13° 47' 06" E for 112.71 feet; N 53° 10' 53" E for 132.88 feet; N 25° 32' 10" W for 126.04 feet; N 32° 13' 03" E for 262.82 feet; N 82° 36' 00" E for 105.50 feet; N 21° 05' 46" W for 147.62 feet; N 15° 19' 59" W for 200.36 feet; N 66° 12' 37" E for 221.02 feet; N 40° 11' 59" W for 200.57 feet; N 27° 46' 06" E for 97.96 feet; N 41° 20' 25" E for 77.10 feet; N 30° 24' 16" W for 143.90 feet; N 08° 58' 08" W for 106.60 feet; and N 01° 40' 12" E for 134.10 feet; thence, leaving said bayou run S 78° 25' 15" W for 170.00 feet; thence run N 28° 33' 13" W for 170.00 feet; thence run N 29° 43' 24" W for 60.00 feet; thence run northeasterly along the arc of a curve the left having a radius of 200.00 feet for a distance of 71.26 feet (long chord N 50° 04' 11" E 70.88 feet); thence run N 33° 51' 03" W for 170.49 feet; thence run S 65° 42' 21" W for 150.00 feet; thence run northwesterly along the arc of a curve to the left having a radius of 256.95 feet for a distance of 204.30 feet (long chord N 61° 11' 48" W 198.96 feet); thence run N 83° 58' 29" W for 61.85 feet to the point of beginning.



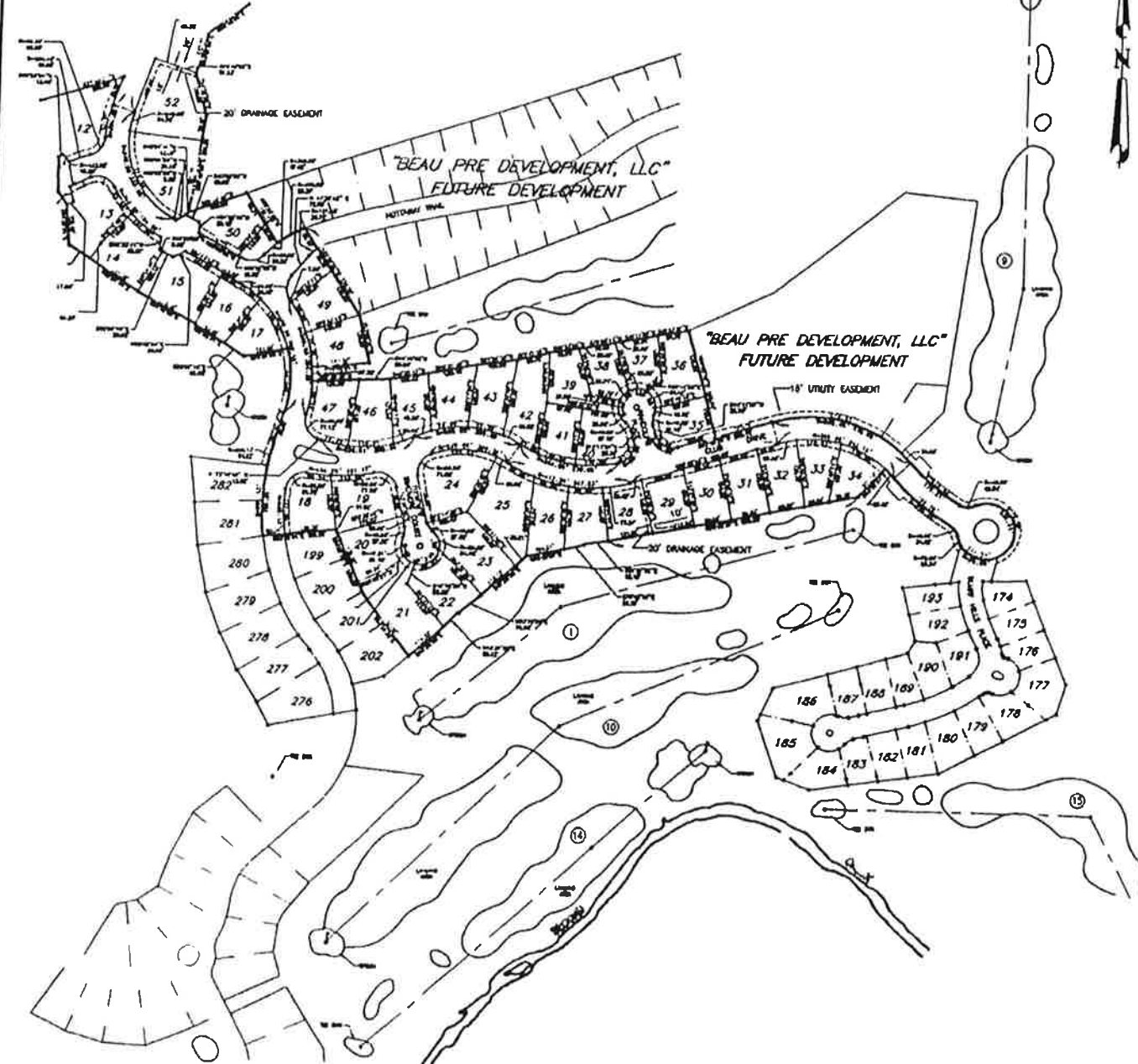
Map of Portions of  
**Beau Pre Covered Canal Subdivision**

SECTION 26 & 27, T8N-R10E  
 AND  
 SECTION 28 & 29, T8N-R10E  
 ADJACENT COUNTY, MISSISSIPPI



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JORDAN, KAISER & SESSIONS  
 Civil Engineers & Professional Land Surveyors  
 P.O. Box 1267, Natchez, Mississippi 39121



Map of Part of  
**BEAU PRE COUNTRY CLUB SUBDIVISION**  
 IN  
 SECTION 16, T. 18 N., R. 10 W.,  
 AND  
 SECTION 16, T. 17 N., R. 10 W.,  
 ADAMS COUNTY, MISSISSIPPI



Scale in Feet

JORDAN, KAISER & SESSIONS  
 Civil Engineers & Professional Land Surveyors  
 P.O. Box 1267, Natchez, Mississippi 39121

**Exhibit "B"**

**LEGAL DESCRIPTION**

**DESCRIPTION OF A 202.22 ACRE PORTION OF BEAU PRES PLANTATION, BEING A PORTION OF PARCEL 6, TAX MAP 77, SITUATED IN SECTIONS 52, 53 AND 54, T6N-R2W AND SECTIONS 26 AND 27, T6N-R3W, ADAMS COUNTY, MISSISSIPPI.**

From a 1/2" iron rod at the southwest corner of a 9.6 acre portion of Forest Plantation as shown by plat recorded with deed in Deed Book 15-Y, page 608, of the records of Adams County, Mississippi, run N 74° 35' 46" E for 14.62 feet to the point of beginning of within described tract.

Thence from the said point of beginning, run S 20° 55' 06" E for 103.73 feet; thence run S 21° 32' 34" E for 1921.22 feet; thence run S 21° 30' 28" E for 211.20 feet; thence run S 21° 32' 35" E for 814.23 feet to a point in the centerline of Second Creek; thence run along said centerline of Second Creek for the following courses and distances:

N 81° 50' 35" E	for	186.20 feet;
N 52° 27' 24" E	for	187.00 feet;
N 70° 21' 46" E	for	188.38 feet;
N 85° 56' 14" E	for	268.07 feet;
S 86° 45' 32" E	for	313.52 feet;
N 85° 14' 26" E	for	76.30 feet;
N 50° 22' 53" E	for	57.58 feet;
N 30° 59' 12" E	for	162.46 feet;
N 17° 51' 29" E	for	309.94 feet;
N 14° 35' 13" E	for	261.66 feet;
N 30° 02' 06" E	for	235.47 feet;
N 32° 44' 16" E	for	206.22 feet;
N 46° 02' 56" E	for	200.67 feet;
N 60° 46' 24" E	for	108.91 feet;

N 41° 26' 11" E for 243.20 feet;  
 N 46° 14' 41" E for 210.54 feet;  
 N 66° 03' 25" E for 99.84 feet;  
 S 81° 52' 38" E for 98.57 feet;  
 S 64° 30' 23" E for 123.55 feet;  
 S 49° 45' 00" E for 217.52 feet;  
 S 49° 03' 33" E for 280.17 feet;  
 S 55° 19' 45" E for 220.35 feet;  
 S 37° 09' 49" E for 216.08 feet;  
 S 43° 08' 53" E for 218.66 feet;  
 S 68° 54' 46" E for 77.42 feet;  
 S 79° 58' 19" E for 145.43 feet;  
 S 89° 30' 39" E for 148.28 feet;  
 N 81° 37' 14" E for 199.83 feet;  
 N 71° 34' 50" E for 140.25 feet;  
 S 68° 02' 18" E for 226.83 feet;  
 N 80° 47' 50" E for 142.50 feet;  
 N 65° 39' 07" E for 236.47 feet;  
 N 12° 53' 11" E for 136.38 feet;  
 N 17° 04' 48" W for 284.78 feet;  
 N 48° 07' 12" W for 132.76 feet;  
 N 38° 04' 20" W for 147.97 feet;  
 N 34° 55' 04" W for 301.10 feet;  
 N 27° 18' 33" W for 179.55 feet;  
 N 51° 16' 26" W for 123.46 feet;  
 N 06° 04' 41" E for 119.69 feet;  
 N 31° 44' 05" W for 183.11 feet;  
 N 50° 32' 13" W for 205.19 feet;  
 N 27° 15' 23" W for 96.85 feet;  
 N 09° 04' 47" W for 152.58 feet;  
 N 20° 20' 24" W for 218.76 feet;  
 N 13° 55' 20" W for 279.16 feet; and

N 66° 32' 33" E for 211.69 feet to a point on the boundary between Beau Pres Plantation and Cherry Grove; thence run N 28° 13' 47" W along said boundary for 1050.11 feet; thence run S 70° 30' 20" W for 200.58 feet; thence run S 70° 28' 02" W for 465.20 feet; thence run S 01° 54' 19" W for 120.86 feet; thence run S 23° 05' 29" W for 181.25 feet; thence run S 43° 47' 18" W for 115.40 feet; thence run S 54° 36' 58"

W for 119.25 feet; thence run S 62° 18' 19" W for 90.84 feet; thence run S 65° 17' 50" W for 90.89 feet; thence run S 65° 02' 50" W for 73.11 feet; thence run N 62° 50' 53" W for 114.78 feet; thence run S 67° 49' 22" W for 789.89 feet; thence run S 13° 50' 26" E for 130.60 feet; thence run S 84° 49' 01" W for 152.17 feet; thence run southerly along the arc of a curve to the right having a radius of 350.00 feet for a distance of 37.79 feet (long chord S 02° 02' 59" E 37.78 feet); thence run N 87° 28' 18" E for 125.18 feet; thence run N 86° 30' 02" E for 80.80 feet; thence run N 80° 35' 47" E for 100.43 feet; thence run N 78° 31' 28" E for 125.15 feet; thence run N 81° 58' 19" E for 105.98 feet; thence run N 76° 41' 14" E for 88.72 feet; thence run N 80° 23' 54" E for 108.61 feet; thence run N 79° 56' 11" E for 93.35 feet; thence run N 79° 11' 56" E for 93.51 feet; thence run N 79° 53' 37" E for 84.70 feet; thence run N 64° 20' 16" E for 240.22 feet; thence run N 51° 37' 05" E for 439.95 feet; thence run S 83° 26' 14" E for 192.56 feet; thence run S 07° 08' 17" W for 569.27 feet; thence run S 45° 16' 21" W for 155.34 feet; thence run southeasterly along the arc of a curve to the right having a radius of 365.46 feet for a distance of 38.40 feet (long chord S 44° 54' 10" E 38.39 feet); thence run southeasterly along the arc of a curve to the left having a radius of 610.63 feet for a distance of 172.31 feet (long chord S 49° 58' 35" E 171.74 feet); thence run easterly along the arc of a curve to the left having a radius of 40.00 feet for a distance of 39.76 feet (long chord S 86° 32' 21" E 38.15 feet); thence run southerly along the arc of a curve to the right having a radius of 75.00 feet for a distance of 234.59 feet (long chord S 25° 24' 40" E 150.00 feet); thence run S 13° 02' 39" W for 67.15 feet; thence run N 89° 07' 58" E for 91.90 feet; thence run S 21° 55' 40" E for 296.25 feet; thence run S 16° 57' 37" W for 86.89 feet; thence run S 61° 48' 41" W for 342.48 feet; thence run S 82° 15' 58" W for 418.29 feet; thence run N 18° 44' 39" W for 206.43 feet; thence run N 22° 22' 32" E for 96.20 feet; thence run N 74° 29' 54" E for 368.22 feet; thence run N 30° 19' 29" E for 38.18 feet; thence run N 15° 09' 49" W for 145.88 feet; thence run N 83° 58' 51" E for 126.75 feet; thence run N 13° 57' 04" E for 102.65 feet; thence run northerly along the arc of a curve to the right having a radius of 75.00 feet for a distance of 26.48 feet (long chord N 20° 20' 52" W 26.34 feet); thence run northwesterly along the arc of a curve to the left having a radius of 40.00 feet for a distance of 34.02 feet (long chord N 34° 35' 50" W 33.00 feet); thence run northwesterly along the arc of a curve to the right having a radius of 670.63 feet for a distance of 199.79 feet (long chord N 50° 25' 36" W 199.05 feet); thence run northwesterly along the arc of a curve to the left having a radius of 305.46 feet for a distance of 35.80 feet (long chord N 45° 14' 58" W 35.78 feet); thence run S 43° 23' 10" W for 101.85 feet; thence run S 78° 46' 37" W for 895.58 feet; thence run S 47° 35' 48" W for 484.35 feet; thence run S 73° 58' 29" W for 84.97 feet; thence run southerly along the arc of a curve to the right having a radius of 334.97 feet for a distance of 226.28 feet (long chord S 03° 19' 38" W 222.01 feet); thence run S 83° 52' 16" E for 210.24 feet; thence run S 44° 02' 49" W for 232.14 feet; thence run S 46° 31' 06" W for 184.04 feet; thence run S 39° 05' 59" W for 114.20 feet; thence run S 22° 51' 01" W for 28.71 feet; thence run S 07° 28' 55" W for 70.73 feet; thence run S 17° 56' 30" E for 66.21 feet; thence run S 66° 04' 45" W for 165.87 feet; thence run S 27° 56' 48" E for 41.29 feet; thence run N 63° 46' 25" E for 168.58 feet; thence run S 32° 10' 24" E for 103.86 feet; thence run S 32° 57' 14" E for 95.38 feet; thence run S 04° 47' 32" E for 78.77 feet; thence run S 24° 55' 57" W for 515.64 feet;

thence run S 51° 43' 40" W for 226.79 feet; thence run S 88° 57' 41" W for 155.03 feet; thence run S 76° 03' 51" W for 221.23 feet; thence run S 61° 09' 25" W for 625.78 feet; thence run N 23° 35' 35" W for 345.59 feet; thence run N 62° 36' 54" E for 1202.16 feet; thence run S 50° 13' 58" E for 41.20 feet; thence run northeasterly along the arc of a curve to the right having a radius of 405.06 feet for a distance of 104.75 feet (long chord N 34° 46' 38" E 104.46 feet); thence northerly along the arc of a curve to the left having a radius of 94.76 feet for a distance of 114.28 feet (long chord N 06° 36' 10" E 107.48 feet); thence run N 27° 56' 48" W for 94.56 feet; thence run S 61° 51' 16" W for 58.07 feet; thence run S 67° 02' 45" W for 119.33 feet; thence run N 86° 59' 41" W for 112.22 feet; thence run N 72° 20' 48" W for 100.32 feet; thence run N 62° 50' 55" W for 103.92 feet; thence run N 34° 51' 07" E for 146.27 feet; thence run northwesterly along the arc of a curve to the right having a radius of 265.36 feet for a distance of 15.95 feet (long chord N 51° 15' 04" W 15.95 feet); thence run N 50° 46' 06" W for 128.32 feet; thence run S 42° 23' 11" W for 140.40 feet; thence run N 50° 12' 35" W for 195.51 feet; thence run S 55° 58' 01" W for 401.96 feet; thence run N 88° 05' 30" W for 159.01 feet; thence run N 11° 10' 21" W for 328.87 feet; thence run N 12° 02' 44" W for 218.83 feet; thence run N 25° 29' 53" W for 865.55 feet; thence run N 73° 17' 28" E for 582.45 feet; thence run S 27° 17' 45" E for 991.11 feet; thence run S 44° 16' 25" E for 49.90 feet; thence run S 54° 50' 20" E for 317.64 feet; thence run S 51° 06' 06" E for 83.02 feet; thence run S 57° 31' 43" E for 75.54 feet; thence run S 37° 50' 44" W for 150.47 feet; thence S 50° 46' 06" E for 17.21 feet; thence run southeasterly along the arc of a curve to the left having a radius of 205.39 feet for a distance of 32.95 feet (long chord S 53° 46' 18" E 32.92 feet); thence run N 29° 28' 55" E for 154.20 feet; thence run N 76° 54' 09" E for 54.10 feet; thence run N 55° 35' 08" E for 66.07 feet; thence run N 17° 52' 55" E for 95.57 feet; thence run N 27° 26' 52" E for 122.85 feet; thence run N 48° 37' 05" E for 112.82 feet; thence run S 45° 47' 52" E for 139.93 feet; thence run N 49° 03' 46" E for 121.01 feet; thence run northerly along the arc of a curve to the left having a radius of 274.97 feet for a distance of 244.47 feet (long chord N 23° 35' 35" E 236.49 feet); thence run S 79° 13' 11" W for 180.12 feet; thence run N 27° 52' 50" W for 71.17 feet; thence run N 33° 45' 57" W for 105.50 feet; thence run N 26° 50' 46" W for 111.29 feet; thence run N 20° 45' 36" W for 112.29 feet; thence run N 11° 24' 22" W for 126.96 feet; thence run N 05° 34' 02" W for 115.52 feet; thence run N 06° 11' 47" W for 122.00 feet; thence run S 84° 52' 37" E for 206.65 feet; thence run northerly along the arc of a curve to the right having a radius of 569.13 feet for a distance of 64.22 feet (long chord N 14° 29' 44" E 64.18 feet); thence run N 17° 43' 41" E for 85.62 feet; thence run northerly along the arc of a curve to the left having a radius of 290.00 feet for a distance of 169.90 feet (long chord N 00° 56' 56" E 167.48 feet); thence run S 79° 37' 58" W for 121.44 feet; thence run N 58° 07' 16" W for 65.06 feet; thence run N 57° 38' 51" W for 93.06 feet; thence run N 61° 19' 42" W for 173.62 feet; thence run N 55° 56' 44" W for 151.08 feet; thence run N 56° 44' 46" W for 64.07 feet; thence run S 66° 04' 38" W for 85.17 feet; thence run S 65° 09' 54" W for 120.60 feet; thence run S 73° 53' 17" W for 380.15 feet to a point in the centerline of Forest Bayou; thence run S 69° 05' 46" W for 125.59 feet; thence run S 83° 35' 46" W for 49.28 feet; thence run S 74° 53' 46" W for 262.24 feet; thence run S 74° 00' 46" W for 496.40 feet; thence run S 74° 35' 46" W for 248.79 feet to the point of beginning.

**Exhibit "C"**

**LEGAL DESCRIPTION**

DESCRIPTION OF A 364.58 ACRE PORTION OF BEAU PRES PLANTATION, BEING PARCEL 6, TAX MAP 77, SITUATED IN SECTIONS 52, 53 AND 54, T6N-R2W AND SECTIONS 26 AND 27, T6N-R3W, ADAMS COUNTY, MISSISSIPPI.

Beginning at a 2" pipe at the southwesterly corner of James Frederick Bunch, Jr. property as described by deed recorded in Deed Book 17-C, page 279 of the records of Adams County, Mississippi, being a corner common to said Bunch property, Southern Oaks, First Development, Addition to Southern Oaks, and within described tract.

Thence from the said point of beginning run S 10° 46' 02" E for 459.42 feet; thence run S 11° 26' 00" E for 352.45 feet; thence run S 13° 10' 05" E for 324.77 feet; thence run S 09° 50' 29" E for 220.11 feet; thence run S 11° 25' 02" E for 1250.76 feet; thence run S 10° 36' 13" E for 992.82 feet; thence run S 71° 40' 31" W for 1368.80 feet to a point in the centerline of Forest Bayou; thence along said centerline of Forest Bayou S 64° 07' 14" E for 151.88 feet; S 86° 19' 21" E for 53.13 feet; S 45° 14' 53" E for 190.37 feet; and S 55° 13' 15" E for 141.13 feet; thence run S 69° 05' 46" W for 125.59 feet; thence run S 83° 35' 46" W for 49.28 feet; thence run S 74° 53' 46" W for 262.24 feet; thence run S 74° 00' 46" W for 496.40 feet; thence run S 74° 35' 46" W for 248.79 feet; thence run S 20° 55' 06" E for 103.73 feet; thence run S 21° 32' 34" E for 1921.22 feet; thence run S 21° 30' 28" E for 211.20 feet; thence run S 21° 32' 35" E for 814.23 feet to a point in the centerline of Second Creek; thence run along said centerline of Second Creek for the following courses and distances:

N 81° 50' 35" E	for	186.20 feet;
N 52° 27' 24" E	for	187.00 feet;
N 70° 21' 46" E	for	188.38 feet;
N 85° 56' 14" E	for	268.07 feet;
S 86° 45' 32" E	for	313.52 feet;
N 85° 14' 26" E	for	76.30 feet;
N 50° 22' 53" E	for	57.58 feet;
N 30° 59' 12" E	for	162.46 feet;
N 17° 51' 29" E	for	309.94 feet;
N 14° 35' 13" E	for	261.66 feet;
N 30° 02' 06" E	for	235.47 feet;
N 32° 44' 16" E	for	206.22 feet;
N 46° 02' 56" E	for	200.67 feet;
N 60° 46' 24" E	for	108.91 feet;
N 41° 26' 11" E	for	243.20 feet;
N 46° 14' 41" E	for	210.54 feet;

N 66° 03' 25" E for 99.84 feet;  
 S 81° 52' 38" E for 98.57 feet;  
 S 64° 30' 23" E for 123.55 feet;  
 S 49° 45' 00" E for 217.52 feet;  
 S 49° 03' 33" E for 280.17 feet;  
 S 55° 19' 45" E for 220.35 feet;  
 S 37° 09' 49" E for 216.08 feet;  
 S 43° 08' 53" E for 218.66 feet;  
 S 68° 54' 46" E for 77.42 feet;  
 S 79° 58' 19" E for 145.43 feet;  
 S 89° 30' 39" E for 148.28 feet;  
 N 81° 37' 14" E for 199.83 feet;  
 N 71° 34' 50" E for 140.25 feet;  
 S 68° 02' 18" E for 226.83 feet;  
 N 80° 47' 50" E for 142.50 feet;  
 N 65° 39' 07" E for 236.47 feet;  
 N 12° 53' 11" E for 136.38 feet;  
 N 17° 04' 48" W for 284.78 feet;  
 N 48° 07' 12" W for 132.76 feet;  
 N 38° 04' 20" W for 147.97 feet;  
 N 34° 55' 04" W for 301.10 feet;  
 N 27° 18' 33" W for 179.55 feet;  
 N 51° 16' 26" W for 123.46 feet;  
 N 06° 04' 41" E for 119.69 feet;  
 N 31° 44' 05" W for 183.11 feet;  
 N 50° 32' 13" W for 205.19 feet;  
 N 27° 15' 23" W for 96.85 feet;  
 N 09° 04' 47" W for 152.58 feet;  
 N 20° 20' 24" W for 218.76 feet;  
 N 13° 55' 20" W for 279.16 feet; and

N 66° 32' 33" E for 211.69 feet to a point on the boundary between Beau Pres Plantation and Cherry Grove; thence run N 28° 13' 47" W along said boundary for 1050.11 feet; thence run S 70° 30' 20" W for 200.58 feet; thence run S 70° 28' 02" W for 810.92 feet; thence run S 70° 36' 26" W for 166.45 feet; thence run S 70° 29' 39" W for 1379.43 feet to a point in the center of a bayou; thence run along the center of said bayou for the following courses and distances:

N 07° 49' 00" E for 265.56 feet;  
 N 14° 28' 00" W for 120.00 feet;  
 N 13° 47' 06" E for 112.71 feet;  
 N 53° 10' 53" E for 132.88 feet;  
 N 25° 32' 10" W for 126.04 feet;  
 N 32° 13' 03" E for 262.82 feet;  
 N 82° 36' 00" E for 105.50 feet;  
 N 21° 05' 46" W for 147.62 feet;  
 N 15° 19' 59" W for 200.36 feet;  
 N 66° 12' 37" E for 221.02 feet;  
 N 40° 11' 59" W for 200.57 feet;  
 N 27° 46' 06" E for 97.96 feet;  
 N 41° 20' 25" E for 77.10 feet;  
 N 30° 24' 16" W for 143.90 feet;  
 N 08° 58' 08" W for 106.60 feet;  
 N 01° 40' 12" E for 234.10 feet;  
 N 38° 45' 42" E for 116.91 feet;  
 N 27° 54' 00" W for 172.60 feet;  
 N 05° 11' 00" E for 191.00 feet;  
 N 11° 39' 00" W for 200.00 feet;

N 28° 06' 45" E for 281.61 feet;  
N 11° 54' 06" W for 289.21 feet;  
N 22° 30' 58" E for 223.50 feet;  
N 26° 19' 44" E for 263.58 feet; and  
N 43° 44' 09" E for 12.83 feet;

thence run N 16° 31' 03" W for 217.06 feet to a 1" iron rod at the southeasterly corner of James Frederick Bunch property; thence run along the southerly boundary of said Bunch property N 87° 28' 03" W for 429.40 feet; N 88° 03' 03" W for 440.05 feet; and N 89° 22' 03" W for 331.42 feet to the point of beginning.

# Supplements



SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BEAU PRÉ  
COUNTRY CLUB SUBDIVISION

WHEREAS, Beau Pré Development, LLC, with the approval of Beau Pré Country Club, Inc., did execute and file for record in Deed Book 21-G, at page 27, in the office of the Chancery Clerk of Adams County, Mississippi, a Declaration of Covenants, Conditions, and Restrictions covering the Beau Pré Country Club Subdivision Development (hereinafter "Restrictive Covenants"); and

WHEREAS, Article XI, Section 1, of said Restrictive Covenants provides for the annexation of additional real property to the lands covered by the Restrictive Covenants; and

WHEREAS, P. Glenn Green, as owner of Lot 278, and Beau Pré Development, LLC, as owner of the remaining ten (10) lots of the 11 Lot Addition to the First Development, desire to annex said lots to the Property covered by the Restrictive Covenants;

NOW, THEREFORE, Beau Pré Development, LLC, and P. Glenn Green do hereby declare that the following described lots of land shall be, for all purposes, subject to the Restrictive Covenants as amended and as said Restrictive Covenants may be amended from time to time in the future, to-wit:


All of Lots No. One Hundred Ninety-nine (#199), Two Hundred (#200), Two Hundred One (#201), Two Hundred Two (#202), Hundred Seventy-six (#276), Two Hundred Seventy-seven (#277), Two Hundred Seventy-eight (#278), Two Hundred


Seventy-nine (#279), Two Hundred Eighty (#280), Two Hundred Eighty-one (#281) and Two Hundred Eighty-two (#282) of Beau Pré Country Club Subdivision, Eleven Lot Addition to First Development, as the same is shown, delineated and depicted on the plat prepared by Jordan, Kaiser & Sessions, Civil Engineers, dated July 1997-January 1998, recorded in Plat Cabinet B, Sheet 220, in the office of the Chancery Clerk of Adams County, Mississippi.

IN WITNESS WHEREOF, this Supplemental Declaration is executed on this the 4<sup>th</sup> day of April, 2000.

BEAU PRÉ DEVELOPMENT, LLC

By

  
Gary J. Guido, Manager

  
P. GLENN GREEN, Owner, Lot 278

STATE OF MISSISSIPPI  
COUNTY OF ADAMS

Personally appeared before me, the undersigned authority in and for the said County and State, on the 4<sup>th</sup> day of April, 2000, within my jurisdiction, the within named **GARY J. GUIDO**, who acknowledged that he is a Manager of **BEAU PRÉ DEVELOPMENT, LLC**, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company.

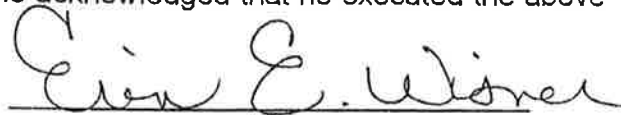
  
NOTARY PUBLIC

My commission expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES APRIL 27, 2002  
BONDED THRU STECALL NOTARY SERVICE

STATE OF MISSISSIPPI  
COUNTY OF ADAMS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4<sup>th</sup> day of April, 2000, within my jurisdiction, the within named **P. GLENN GREEN**, who acknowledged that he executed the above and foregoing instrument.

  
NOTARY PUBLIC

My commission expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES APRIL 27, 2002  
BONDED THRU STECALL NOTARY SERVICE

INSTRUMENT PREPARED BY:  
Robert R. Punches  
MS Bar No. 4532  
Gwin, Lewis & Punches, LLP  
P. O. Box 1344  
Natchez, MS 39121  
Telephone 601/446-6621



I, Emily J. O'Beirne, do hereby certify that I am a Member of Beau Pré Development, LLC, a Mississippi limited liability company, domiciled in Natchez, Mississippi, and that the following is a true and correct copy of resolution unanimously adopted at a meeting of the Members, duly convened and held in accordance with law, on the 29th day of February, 2000, at which meeting a quorum of the said Members was present and voting, to-wit:

BE IT RESOLVED, that Gary J. Guido, a Manager of the Company, be and he is hereby authorized, directed and empowered to execute on behalf of the Company that certain Supplemental Declaration to the Covenants, Conditions and Restrictions for Beau Pré Country Club Subdivision in order to allow the Eleven Lot Addition to the First Development of said Subdivision to be annexed into the lands covered by the Restrictive Covenants.

IN WITNESS WHEREOF, I have hereunto affixed my signature as a Member of Beau Pré Development, LLC, on this the 4<sup>th</sup> day of April, 2000.

Emily J. O'Beirne  
EMILY J. O'BEIRNE, a Member

STATE OF MISSISSIPPI

ADAMS COUNTY

I, THOMAS J. O'BEIRNE, Clerk of the Chancery Court of said County, hereby certify that the foregoing instrument of writing was filed in my office for record on the 7 day of April 2000 at 11:15 o'clock AM M., and duly recorded in DEED Book No. 21-T Page 149.

WITNESS my hand and seal of said Court, this 7 day of April, 2000.

J. J. Smith  
650 - Smith Printing  
Robert Punched

THOMAS J. O'BEIRNE, Clerk  
Neil Herring, D.C.

**SECOND SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BEAU PRÉ  
COUNTRY CLUB SUBDIVISION**

WHEREAS, Beau Pré Development, LLC, with the approval of Beau Pré Country Club, Inc., did execute and file for record in Deed Book 21-G, at page 27, in the office of the Chancery Clerk of Adams County, Mississippi, a Declaration of Covenants, Conditions, and Restrictions covering the Beau Pré Country Club Subdivision Development (hereinafter "Restrictive Covenants"); and

WHEREAS, said Restrictive Covenants have been amended by First Amendment dated February 26, 1999, recorded in Deed Book 21-J, at page 501; by Second Amendment dated December 20, 1999, recorded in Deed Book 21-Q, page 366; by Third Amendment dated February 29, 2000, recorded in Deed Book 21-S, at page 34; by Supplemental Declaration dated April 4, 2000, recorded in Deed Book 21-T, page 149; and by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Beau Pré dated August 7, 2003, recorded in Deed Book 22-T, page 237, of the records of Adams County, Mississippi; and

WHEREAS, Article XI, Section 1, of said Restrictive Covenants provides for the annexation of additional real property to the lands covered by the Restrictive Covenants; and

WHEREAS, Beau Pré Development, LLC, as owner of the following described tract of land desires to annex said tract to the Property covered by the Restrictive Covenants, as amended;

NOW, THEREFORE, Beau Pré Development, LLC, does hereby declare that the following described tract of land shall be, for all purposes, subject to the Restrictive Covenants as amended and as said Restrictive Covenants may be amended from time to time in the future, to-wit:

Beginning at a point in the center of Forest Bayou which is the southeasterly corner of a 9.9 acre tract as described by deed recorded in Deed Book 15-Y, page 608, of the records of Adams County, Mississippi, and which point of beginning is the southwesterly corner of within described tract.

Thence from the said point of beginning, run along the said center of Forest Bayou for the following courses and distances:

N 55° 13' 15" W for 141.13 feet;  
N 45° 14' 53" W for 190.37 feet;  
N 86° 19' 21" W for 53.13 feet; and

N 64° 07' 14" W for 151.88 feet to a point on the line between Forest Plantation and Beau Pre Plantation; thence run N 71° 40' 31" E along said Plantation line for 954.14 feet to a 5/8" iron rod at the northwesterly corner of Lot 12 of Beau Pré Country Club Subdivision, First Development; thence run along the westerly boundary of said Beau Pré Country Club Subdivision, First Development, for the following courses and distances:

S 18° 47' 54" E for 164.38 feet;  
S 02° 59' 38" E for 28.46 feet;  
S 01° 41' 08" E for 67.04 feet;  
S 34° 27' 41" E for 40.39 feet; and

S 04° 29' 51" E for 109.42 feet to a 5/8" iron rod at the most westerly corner of Lot 13 of Beau Pré Country Club Subdivision, First Development; thence run along the boundary of the Beau Pré Country Club S 65° 09' 54" W for 205.77 feet and S 73° 53' 12" W for 380.15 feet to the point of beginning.

Within described tract contains 7.20 acres and is a portion of Beau Pre Plantation, situated in Section 27, T6N-R3W, Adams County, Mississippi.

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Notwithstanding the above, said Restrictive Covenants, as amended, are modified with respect to the above described tract of land as follows:

1) **Article II, Section 2, Minimum Square footage of Heated & Cooled Area** - All dwellings constructed on the above described 7.20 acre tract of land shall contain a minimum of 2,800 square feet heated and cooled area.

2) **Article II, Section 5, Driveways** - The driveway for the house constructed on the western side of the gas pipeline easement may be asphalt due to its length. All driveway culverts under driveways shall have brick headwalls to blend with the exteriors of the home they are accessing.

3) **Article II, Section 6, Sidewalks** - No sidewalks are required on the above described tract, as there are no curb and gutters.

4) **Article II, Section 8, Mailboxes** - A particular mailbox will be selected uniquely for the above 7.20 acre portion by the owner/purchaser thereof which mailbox may be different from the mailbox specified in the existing Development.

5) **Article XI, Section 2, Neighborhoods** - The land included within the above described tract shall be designated as a separate neighborhood known as the "Estate Lot Addition." Said tract will initially be one lot for purposes of the Beau Pré Property Owners Association dues, voting and representation, and will be bound by the existing covenants as amended hereby. The original purchaser of said 7.20 acre tract, or her successors in title, shall have the right to subdivide said tract into no more than three (3) additional lots. The layout will be agreed to between Beau Pré Development, LLC, and the original purchaser in advance, and the additional three

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(3) lots will become separate dues-paying members of the Beau Pré Property Owners Association Beau Pré Property Owners Association if and when they are split out.

The property owners of the Estate Lot Addition shall be authorized to provide additional service to their neighborhood over and above the services provided by the Beau Pré Property Owners Association at their own expense, such as gating, lighting, landscaping, etc. All such improvements must be approved by the Beau Pré Agricultural Review Committee as per the Restrictive Covenants.

IN WITNESS WHEREOF, this Second Supplemental Declaration is executed on this the 17<sup>th</sup> day of September, 2003.

BEAU PRÉ DEVELOPMENT, LLC

By   
Manager

STATE OF MISSISSIPPI  
COUNTY OF ADAMS

Personally appeared before me, the undersigned authority in and for the said County and State, on the 17 day of September, 2003, within my jurisdiction, the within named **P. GLENN GREEN**, who acknowledged that he is Manager of **BEAU PRÉ DEVELOPMENT, LLC**, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company.

  
NOTARY PUBLIC

My commission expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 10, 2006  
BONDED THRU STEGALL NOTARY SERVICE



**INSTRUMENT PREPARED BY:**

**289**

**Robert R. Punches**  
**MS Bar No. 4532**  
**Gwin, Lewis & Punches, LLP**  
**P. O. Box 1344**  
**Natchez, MS 39121**  
**Telephone 601/448-6621**

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I, Emily J. O'Beirne, do hereby certify that I am a Member of Beau Pré Development, LLC, a Mississippi limited liability company, domiciled in Natchez, Mississippi, and that the following is a true and correct copy of resolution unanimously adopted at a meeting of the Members, duly convened and held in accordance with law, on the 17 day of September, 2003, at which meeting a quorum of the said Members was present and voting, to-wit:

BE IT RESOLVED, that P. Glenn Green, Manager of the Company, be and he is hereby authorized, directed and empowered to execute on behalf of the Company that certain Second Supplemental Declaration to the Covenants, Conditions and Restrictions for Beau Pré Country Club Subdivision in order to allow the "Estate Lot Addition," composed of a 7.20 acre portion of Beau Pré Plantation, to be annexed into the lands covered by the Restrictive Covenants.

IN WITNESS WHEREOF, I have hereunto affixed my signature as a Member of Beau Pré Development, LLC, on this the 17 day of September, 2003.

*Emily J. O'Beirne*

EMILY J. O'BEIRNE, Member



**STATE OF MISSISSIPPI  
ADAMS COUNTY**

I, **THOMAS S. O'BRIEN**, Clerk of the Chancery Court of said County, hereby certify that the foregoing instrument of writing was filed in my office for record on the 18 day of Sept 2003 at 11:04 o'clock A.M., and duly recorded in DEED Book No. 224 Page 285

**THOMAS S. O'BRIEN**, Clerk  
*Judy Atchard*

*P/m 8:00  
Robin  
Punches*

**THIRD SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BEAU PRÉ  
COUNTRY CLUB SUBDIVISION**

WHEREAS, Beau Pré Development, LLC, with the approval of Beau Pré Country Club, Inc., did execute and file for record in Deed Book 21-G, at page 27, in the office of the Chancery Clerk of Adams County, Mississippi, a Declaration of Covenants, Conditions, and Restrictions covering the Beau Pré Country Club Subdivision Development (hereinafter "Restrictive Covenants"); and

WHEREAS, said Restrictive Covenants have been amended by First Amendment dated February 28, 1999, recorded in Deed Book 21-J, at page 501; by Second Amendment dated December 20, 1999, recorded in Deed Book 21-Q, page 366; by Third Amendment dated February 29, 2000, recorded in Deed Book 21-S, at page 34; by Supplemental Declaration dated April 4, 2000, recorded in Deed Book 21-T, page 149; by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Beau Pré dated August 7, 2003, recorded in Deed Book 22-T, page 237, of the records of Adams County, Mississippi; and by Second Supplemental Declaration of Covenants, Conditions and Restrictions for Beau Pré Country Club Subdivision dated September 17, 2003, recorded in Deed Book 22-U, page 285, of the records of Adams County, Mississippi; and

WHEREAS, Article XI, Section 1, of said Restrictive Covenants provides for the annexation of additional real property to the lands covered by the Restrictive Covenants; and

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JH/AD

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WHEREAS, Beau Pré Development, LLC, as owner of the following described tract of land desires to annex said tract to the Property covered by the Restrictive Covenants, as amended;

NOW, THEREFORE, **BEAU PRÉ DEVELOPMENT, LLC**, does hereby declare that the following described tract of land shall be, for all purposes, subject to the Restrictive Covenants as amended and as said Restrictive Covenants may be amended from time to time in the future, to-wit:

**TRACT #1:** A portion of Beau Pré Country Club Subdivision, being a portion of Parcel 6, Group A, Tax Map No. 77, situated in Sections 62 and 53, T6N-R2W, and Section 27, T6N-R3W, Adams County, Mississippi, described as follows:

Beginning at a 5/8" iron rod found at the most northerly corner of Lot 50 of Beau Pré Country Club Subdivision, First Development, as shown by map recorded in Plat Cabinet B, Sheet 215 of the records in the office of the Chancery Clerk of Adams County, Mississippi, thence run N 70° 29' 14" E for a distance of 1731.35 feet; thence run S 01° 49' 42" W for a distance of 121.19 feet; thence run S 23° 04' 44" W for a distance of 181.22 feet; thence run S 43° 46' 34" W for a distance of 115.39 feet; thence run S 54° 36' 13" W for a distance of 119.24 feet; thence run S 62° 17' 34" W for a distance of 80.57 feet; thence run S 64° 58' 44" W for a distance of 100.40 feet; thence run S 65° 02' 14" W for a distance of 73.84 feet; thence run S 62° 50' 08" W for a distance of 114.76 feet; thence run S 67° 48' 37" W for a distance of 789.78 feet to a 5/8" iron rod found at the northeasterly corner of Lot 48 of the above referenced Beau Pré Country Club Subdivision, First Development; thence run N 33° 39' 31" W along the easterly line of Lot 49 of said Subdivision for a distance of 138.83 feet; thence run N 33° 39' 31" W for a distance of 139.35 feet; thence run along the arc of a curve to the left having a radius of 299.96 feet and an arc length of 85.29 feet, and said arc having a chord bearing of S 60° 19' 45" W and a chord length of 85.00 feet; thence run N 33° 38' 43" W for a distance of 161.13 feet to the point of beginning.

**445**

The within described Nottaway Trail Development contains 12.90 acres

**TRACT #2:** A common area between Lot 49 of Beau Pré Country Club Subdivision, First Development, and Nottaway Trail, being a Portion of Parcel 6, Group A, Tax Map No. 77, situated in Section 27, T6N-R3W, Adams County, Mississippi, described as follows:

Beginning at a 5/8" iron rod found at the most northerly corner of Lot 49 of Beau Pré Country Club Subdivision, First Development, as shown by map recorded in Plat Cabinet B, Sheet 215, of the records in the office of the Chancery Clerk of Adams County, Mississippi, thence from the said point of beginning run S 52° 33' 11" W along the northerly line of said Lot 49 for a distance of 136.01 feet; thence run along the arc of a curve to the left having a radius of 350.00 feet and an arc length of 7.59 feet, and said arc having a chord bearing of N 36° 07' 26" W and a chord length of 7.45 feet; thence run along the arc of a curve to the right having a radius of 50.00 feet and an arc length of 68.47 feet, and said arc having a chord bearing of N 02° 09' 51" E and a chord length of 63.21 feet; thence run N 41° 28' 43" E for a distance of 72.03 feet; thence run along the arc of a curve to the right having a radius of 121.43 feet and an arc length of 29.72 feet, and said arc having a chord bearing of N 48° 41' 33" E and a chord length of 29.63 feet; thence run S 33° 39' 31" E for a distance of 72.35 feet to the point of beginning.

The within described tract contains 0.19 acres

**TRACT #3:** A common area between Lot 50 of Beau Pré Country Club Subdivision, First Development, and Nottaway Trail, being a portion of Parcel 6, Group A, Tax Map No. 77, situated in Section 27, T6N-R3W, Adams County, Mississippi, described as follows:

Beginning at a 5/8" iron rod found at the most easterly corner of Lot 50 of Beau Pré Country Club Subdivision, First Development, as shown by map recorded in Plat Cabinet B, Sheet 215, of the records in the office of the Chancery Clerk of Adams County, Mississippi, thence from the said point of beginning run S 33° 38' 43" E for a distance of 62.42 feet; thence run along the arc of a curve to the left having a radius of 300.00

## 446

feet and an arc length of 47.42 feet, and said arc having a chord bearing of S 47° 39' 50" W and a chord length of 47.38 feet; thence run along the arc of a curve to the right having a radius of 50.00 feet and an arc length of 66.24 feet, and said arc having a chord bearing of S 81° 06' 35" W and a chord length of 61.60 feet; thence run N 60° 56' 00" W for a distance of 12.50 feet to the most southerly corner of the above referenced Lot 50; thence run N 39° 34' 43" E along the line of said Lot 50 for a distance of 113.28 feet to the point of beginning.

The within described tract contains 0.12 acres

Being all and the same property which was subdivided per plat of Jordan, Kaiser & Sessions, Civil Engineers, dated May 3, 2000, recorded in Plat Cabinet B, sheet 223, of the records in the office of the Chancery Clerk of Adams County, Mississippi.

Notwithstanding the above, said Restrictive Covenants, as amended, are modified with respect to the above described tract of land as follows:

1) Article II, Section 2, Minimum Square footage of Heated & Cooled Area - All dwellings constructed on the above described 12.90 acre tract of land shall contain a minimum of 2,000 square feet heated and cooled area.

2) Article II, Section 3, Setback Lines - Dwelling Set Backs. No dwelling shall be erected on any lot closer than 20 feet from any adjoining road right of way. There must be a total of 20 feet for both side setbacks, with no less than 8 feet to the closest side lot line. On lots which join the fairway, the rear setback is the 30-foot golf course easement from the rear property line. On lots which do not join the fairway, the rear set back is 20 feet.

3) **Article XI, Section 2, Neighborhoods** - The land included within the above described tract shall be designated as a separate neighborhood known as the "Nottaway Trail" Development.

The property owners of the Nottaway Trail Development shall be authorized to provide additional service to their neighborhood over and above the services provided by the Beau Pré Property Owners Association at their own expense, such as gating, lighting, landscaping, etc. All such improvements must be approved by the Beau Pré Architectural Review Committee as per the Restrictive Covenants.

4) **Article II, Section 26, Subdivision of Lots** - No lot shall be subdivided any smaller than the original recorded size reflected on the plat of Jordan, Kaiser & Sessions, Civil Engineers, recorded in Plat Cabinet B, Sleeve 248, in the office of the Chancery Clerk of Adams County, Mississippi.

IN WITNESS WHEREOF, this Third Supplemental Declaration is executed on this the 28th day of August, 2006.

BEAU PRÉ DEVELOPMENT, LLC

By 

Manager

STATE OF MISSISSIPPI  
COUNTY OF ADAMS

Personally appeared before me, the undersigned authority in and for the said County and State, on the 28th day of August, 2006, within my jurisdiction, the within named P. GLENN GREEN, who acknowledged that he is Manager of BEAU PRÉ DEVELOPMENT, LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company.

*Shasta R. Clark*  
NOTARY PUBLIC

My commission expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 12, 2008  
BONDED THRU STEGALL NOTARY SERVICE



INSTRUMENT PREPARED BY:  
Robert R. Punches  
MS Bar No. 4532  
Gwin, Lewis & Punches, LLP  
P. O. Box 1344  
Natchez, MS 39121  
Telephone 601/446-8621



*P/M  
Robin Punches  
11.00*

STATE OF MISSISSIPPI  
ADAMS COUNTY

I, THOMAS J. O'BEIRNE, Clerk of the Chancery Court of said County, hereby certify that the foregoing instrument of writing was filed in my office for record on the

31 day of August, 2006, at 3:55 o'clock  
P M., and duly recorded in DEED Book No. 23T Page 443.

THOMAS J. O'BEIRNE, Clerk  
*Thomas J. O'Beirne* D.C.

I, Emily J. O'Beirne, do hereby certify that I am a Member of Beau Pré Development, LLC, a Mississippi limited liability company, domiciled in Natchez, Mississippi, and that the following is a true and correct copy of resolution unanimously adopted at a meeting of the Members, duly convened and held in accordance with law, on the 28th day of August, 2006, at which meeting a quorum of the said Members was present and voting, to-wit:

BE IT RESOLVED, that P. Glenn Green, Manager of the Company, be and he is hereby authorized, directed and empowered to execute on behalf of the Company that certain Third Supplemental Declaration to the Covenants, Conditions and Restrictions for Beau Pré Country Club Subdivision in order to allow the Nottaway Trail Development composed of a 12.90 acre tract, a .19 acre tract and a .12 acre tract to be annexed into the lands covered by the Restrictive Covenants.

IN WITNESS WHEREOF, I have hereunto affixed my signature as a Member of Beau Pré Development, LLC, on this the 28th day of August, 2006.

Emily J. O'Beirne  
EMILY J. O'BEIRNE, Member

**AMENDED THIRD SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BEAU PRÉ  
COUNTRY CLUB SUBDIVISION**

WHEREAS, Beau Pré Development, LLC, with the approval of Beau Pré Country Club, Inc., did execute and file for record in Deed Book 21-G, at page 27, in the office of the Chancery Clerk of Adams County, Mississippi, a Declaration of Covenants, Conditions, and Restrictions covering the Beau Pré Country Club Subdivision Development (hereinafter "Restrictive Covenants"); and

WHEREAS, Article XI, Section 1, of said Restrictive Covenants provides for the annexation of additional real property to the lands covered by the Restrictive Covenants; and

WHEREAS, by Third Supplemental Declaration of Covenants, Conditions and Restrictions for Beau Pré Country Club Subdivision dated August 28, 2006, recorded in Deed Book 23-T, at page 443, Beau Pré Development, LLC, annexed the Nottaway Trail Development to the Property covered by the Restrictive Covenants, as amended; and

WHEREAS, through inadvertence and mistake said Third Supplemental Declaration of Covenants, Conditions and Restrictions for Beau Pré Country Club Subdivision erroneously contained the following provision:

**4) Article II, Section 26, Subdivision of Lots - No lot shall be subdivided any smaller than the original recorded size reflected on the plat of Jordan, Kaiser & Sessions, Civil Engineers, recorded in Plat Cabinet B, Sleeve 248, in the office of the Chancery Clerk of Adams County, Mississippi.**

and

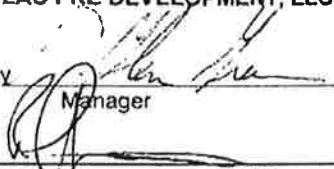
WHEREAS, the undersigned Beau Prè Development, LLC, the developer of said subdivision, and Richard Edward Jones and Sherrie Lynn Jones, the only owners of lots which have been conveyed to date in said Nottaway Trail Development, desire to correct said Third Supplemental Declaration of Covenants, Conditions and Restrictions for Beau Prè Country Club Subdivision to delete paragraph 4 referencing Article II, Section 26, Subdivision of Lots;

NOW, THEREFORE, **BEAU PRÉ DEVELOPMENT, LLC**, a Mississippi limited liability company, and **RICHARD EDWARD JONES** and **SHERRIE LYNN JONES** do hereby declare that paragraph 4 referencing Article II, Section 26, Subdivision of Lots, as set forth above is hereby deleted in its entirety from the Third Supplemental Declaration of Covenants, Conditions and Restrictions for Beau Prè Country Club Subdivision dated August 28, 2006, recorded in Deed Book 23-T, at page 443, of the records of Adams County, Mississippi.

IN WITNESS WHEREOF, this Amended Third Supplemental Declaration is executed on this 28 day of September, effective as of August 28, 2006.

**BEAU PRÉ DEVELOPMENT, LLC**

By



Manager

**RICHARD EDWARD JONES**



**SHERRIE LYNN JONES**

STATE OF MISSISSIPPI  
COUNTY OF ADAMS

Personally appeared before me, the undersigned authority in and for the said County and State, on the 28 day of September, 2006, within my jurisdiction, the within named **P. GLENN GREEN**, who acknowledged that he is Manager of **BEAU PRÉ DEVELOPMENT, LLC**, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company

*Shasta R. Clark*  
NOTARY PUBLIC

My commission expires:  
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 12, 2008  
BONDED THRU STEGALL NOTARY SERVICE



STATE OF MISSISSIPPI  
COUNTY OF ADAMS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of September, 2006, within my jurisdiction, the within named **RICHARD EDWARD JONES and SHERRIE LYNN JONES**, husband and wife, who acknowledged that they executed the above and foregoing document.

*Shasta R. Clark*  
NOTARY PUBLIC

My commission expires:  
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 12, 2008  
BONDED THRU STEGALL NOTARY SERVICE



**INSTRUMENT PREPARED BY:**  
Robert R. Punches  
MS Bar No. 4532  
Gwin, Lewis & Punches, LLP  
P. O. Box 1344  
Natchez, MS 39121  
Telephone 601/448-6621

I, Emily J. O'Beirne, do hereby certify that I am a Member of Beau Pré Development, LLC, a Mississippi limited liability company, domiciled in Natchez, Mississippi, and that the following is a true and correct copy of resolution unanimously adopted at a meeting of the Members, duly convened and held in accordance with law, on the 27th day of September, 2006, at which meeting a quorum of the said Members was present and voting, to-wit:

BE IT RESOLVED, that P. Glenn Green, Manager of the Company, be and he is hereby authorized, directed and empowered to execute on behalf of the Company that certain Amended Thrd Supplemental Declaration to the Covenants, Conditions and Restrictions for Beau Pré Country Club Subdivision in order to allow the Nottaway Trail Development composed of a 12.90 acre tract, a 19 acre tract and a .12 acre tract to be annexed into the lands covered by the Restrictive Covenants.

IN WITNESS WHEREOF, I have hereunto affixed my signature as a Member of Beau Pré Development, LLC, on this the 27th day of September, 2006.

*Emily J. O'Beirne*  
EMILY J. O'BEIRNE, Member



STATE OF MISSISSIPPI  
ADAMS COUNTY

I, THOMAS J. O'BEIRNE, Clerk of the Chancery Court of said County hereby certify that the foregoing instrument of writing was filed in my office for record on the 27 day of Sept 2006 at 4:25 o'clock P. M. and duly recorded in DEED Book No. 236 Page 132

*Thomas J. O'Beirne*  
THOMAS J. O'BEIRNE, Clerk

*1100  
P. Glenn Green*

**FOURTH SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BEAU PRÉ  
COUNTRY CLUB SUBDIVISION**

WHEREAS, Beau Pré Development, LLC, with the approval of Beau Pré Country Club, Inc., did execute and file for record in Deed Book 21-G, at page 27, in the office of the Chancery Clerk of Adams County, Mississippi, a Declaration of Covenants, Conditions, and Restrictions covering the Beau Pré Country Club Subdivision Development (hereinafter "Restrictive Covenants"); and

WHEREAS, said Restrictive Covenants have been amended by First Amendment dated February 26, 1999, recorded in Deed Book 21-J, at page 501; by Second Amendment dated December 20, 1999, recorded in Deed Book 21-Q, page 366; by Third Amendment dated February 29, 2000, recorded in Deed Book 21-S, at page 34; by Supplemental Declaration dated April 4, 2000, recorded in Deed Book 21-T, page 149; by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Beau Pré dated August 7, 2003, recorded in Deed Book 22-T, page 237, of the records of Adams County, Mississippi; by Second Supplemental Declaration of Covenants, Conditions and Restrictions for Beau Pré Country Club Subdivision dated September 17, 2003, recorded in Deed Book 22-U, page 285, of the records of Adams County, Mississippi; and as further amended by Third Supplemental Declaration of Covenants, Conditions and Restrictions for Beau Pré Country Club Subdivision dated August 28, 2006, recorded in Deed Book 23-T, page 443, as amended by Amended Third Supplemental Declaration of Covenants, Conditions and Restrictions for Beau Pré Country Club Subdivision dated effective as of August 28, 2006, recorded in Deed Book 23-U, page 132, of said the records of Adams County, Mississippi; and

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WHEREAS, Article XI, Section 1, of said Restrictive Covenants provides for the annexation of additional real property to the lands covered by the Restrictive Covenants; and

WHEREAS, Beau Pré Development, LLC, the developer as defined in the Restrictive Covenants, desires to annex said tract to the Property covered by the Restrictive Covenants, as amended;

NOW, THEREFORE, **BEAU PRÉ DEVELOPMENT, LLC**, a Mississippi limited liability company, does hereby declare that the following described tract of land shall be, for all purposes, subject to the Restrictive Covenants as amended and as said Restrictive Covenants may be amended from time to time in the future, to-wit:

Lake View Addition to Beau Pré Country Club Subdivision, containing 4.46 acres and being a portion of Parcel 6, Group "A," Tax Map No.77, situated in Section 52, T6N-R2W, Adams County, Mississippi, described as follows:

Beginning at a 5/8" iron rod found at the northeasterly corner of La Pins Subdivision, as shown on plat of survey in Deed Book 21-S, page 406, of the records in the office of the Chancery Clerk of Adams County, Mississippi, which point of beginning is the northwesterly corner of within described Addition. Thence from the said point of beginning run N 51° 37' 05" E for a distance of 204.95 feet to a 5/8" iron rod set; thence run S 83° 26' 14" E for a distance of 192.56 feet to a 5/8" iron rod set; thence run S 07° 08' 17" W for a distance of 569.27 feet to a 5/8" iron rod set; thence run S 45° 16' 21" W for a distance of 155.15 feet to a 5/8" iron rod set on the northerly right-of-way line of Club Drive; thence run along said right-of-way, being the arc of a curve to the left having a radius of 365.31 feet and an arc length of 212.90 feet, and said arc having a chord bearing of N 64° 32' 58" W and a chord length of 209.90 feet to a 5/8" iron rod set on the easterly boundary line of the above referenced La Pins Subdivision; thence run N 02° 13' 07" E along said boundary line for a distance of 478.97 feet to the point of beginning.

A map or plat of the 4.46 acre tract prepared by Jordan, Kaiser & Sessions, Civil Engineers, dated July 2008, is recorded in Plat Cabinet B, slide 264, in the office of the Chancery Clerk of Adams County, Mississippi. This land is referenced hereinafter as the "Lake View Addition."

Notwithstanding the above, said Restrictive Covenants, as amended, are modified with respect to the above described tract of land as follows:

1) **Article II, Section 2, Minimum Square footage of Heated & Cooled Area** - All dwellings constructed on the above described 4.46 acre tract of land shall contain a minimum of 2,500 square feet heated and cooled area.

2) **Article II, Section 3, Setback Lines – Dwelling Set Backs**. The setback lines for all dwellings and other improvements placed on any lot within Lake View Addition shall be as set forth on the plat of Lake View Addition prepared by Jordan, Kaiser & Sessions, Civil Engineers, dated July, 2008, and recorded in Plat Cabinet 8, Sheet 264, in the office of the Chancery Clerk of Adams County, Mississippi.

3) **Article XI, Section 2, Neighborhoods** - The land included within the above described tract shall be designated as a separate neighborhood known as the Lake View Addition.

The property owners of the Lake View Addition shall be authorized to provide additional service to their neighborhood over and above the services provided by the Beau Pré Property Owners Association at their own expense, such as gating, lighting, landscaping, etc. All such improvements must be approved by the Beau Pré Architectural Review Committee as per the Restrictive Covenants. The concrete Circle Drive leading into the neighborhood shall be maintained by the four lot owners comprising the neighborhood.

4) **Article II, Section 6, Sidewalks** - The owners of the lots within the Lake View Addition shall not be required to construct sidewalks.

IN WITNESS WHEREOF, this Fourth Supplemental Declaration is executed on this the 30 day of September, 2008.

BEAU PRÉ DEVELOPMENT, LLC

By  Manager

STATE OF MISSISSIPPI  
COUNTY OF ADAMS

Personally appeared before me, the undersigned authority in and for the said County and State, on the 30 day of September, 2008, within my jurisdiction, the within named **P. GLENN GREEN**, who acknowledged that he is Manager of **BEAU PRÉ DEVELOPMENT, LLC**, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company.



NOTARY PUBLIC

My commission expires:

INSTRUMENT PREPARED BY:  
Robert R. PUNCHES  
MS Bar No. 4532  
Gwin, Lewis & PUNCHES, LLP  
P. O. Box 1344  
Natchez, MS 39121  
Telephone 601-446-6621



I, Emily J. O'Beirne, do hereby certify that I am a Member of Beau Pré Development, LLC, a Mississippi limited liability company, domiciled in Natchez, Mississippi, and that the following is a true and correct copy of resolution unanimously adopted at a meeting of the Members, duly convened and held in accordance with law, on the 30 day of September, 2008, at which meeting a quorum of the said Members was present and voting, to-wit:

BE IT RESOLVED, that P. Glenn Green, Manager of the Company, be and he is hereby authorized, directed and empowered to execute on behalf of the Company that certain Fourth Supplemental Declaration to the Covenants, Conditions and Restrictions for Beau Pré Country Club Subdivision in order to allow the Lake View Addition," composed of a 4.46 acre tract, to be annexed into the lands covered by the Restrictive Covenants.

IN WITNESS WHEREOF, I have hereunto affixed my signature as a Member of Beau Pré Development, LLC, on this the 30 day of September, 2008.

*Emily J. O'Beirne*  
EMILY J. O'BEIRNE, Member



STATE OF MISSISSIPPI  
ADAMS COUNTY

I, THOMAS J. O'BEIRNE, Clerk of the Chancery Court of said County, hereby certify that the foregoing instrument of writing was filed in my office for record on the 30 day of Sept 2008 at 12:16 o'clock P M., and duly recorded in DEED Book No. 244 Page 227

THOMAS J. O'BEIRNE, Clerk  
*Tom O'Beirne*

*1200 P/GM YLP*

# Amendments



**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BEAU PRÉ**

WHEREAS, Beau Pré Development, LLC, with the approval of Beau Pré Country Club, Inc., did execute and file for record in Deed Book 21-G, at page 27, in the office of the Chancery Clerk of Adams County, Mississippi, a Declaration of Covenants, Conditions, and Restrictions covering the Beau Pré Country Club Subdivision Development (hereinafter "Restrictive Covenants"); and

WHEREAS, Article XIII, Section 1 (a), of said Restrictive Covenants provided that the Restrictive Covenants could be amended by an instrument executed and acknowledged by Beau Pré Development, LLC, Beau Pré Country Club, Inc., and the Beau Pré Property Owners Association, Inc., at any time prior to March 1, 1999; and

WHEREAS, Article V, Section 9, of the Restrictive Covenants provides that the Beau Pré Owners Association will be formed on or before the date of sale of the thirtieth (30th) lot and to this point thirty (30) lots have not been sold in the Beau Pré Country Club Subdivision and the Beau Pré Property Owners Association has not been formed and therefore there is no need for it to execute and acknowledge these amendments;

NOW, THEREFORE, Beau Pré Development, LLC, and Beau Pré Country Club, Inc., do hereby amend Article XIII, Section 1 (a), (b) and (c) of the Restrictive Covenants dated September 10, 1998, to read as follows:

- " (a) Until March 1, 2000, by an instrument executed and acknowledged by the Developer, Association, and Country Club.
- (b) At any time after March 1, 2000, when there is one or more Class B Members only by an instrument executed and acknowledged by the Developer and by the Owners of all Lots subject to this Declaration, or in the case of a Supplementary Declaration, by the Owners of all Lots subject to said Supplementary Declaration, who own at least fifty percent (50%) of all Lots subject to the Declaration or said Supplementary Declaration.
- (c) At any time after March 1, 2000, when there are no Class B Members only by an instrument executed and acknowledged by the Owners of all Lots subject to this Declaration, or in the case of a Supplementary Declaration, by the Owners of all Lots subject to said Supplementary Declaration, who own at least fifty percent (50%) of all Lots subject to the Declaration or said Supplementary Declaration." by the Developer and by the Owners of all Lots subject to this Declaration, or in the case of a Supplementary Declaration, by the Owners of all Lots subject to said Supplementary Declaration, who own at least fifty percent (50%) of all Lots subject to the Declaration or said Supplementary Declaration.

Other than as above amended, said Restrictive Covenants shall remain in full force and effect.

This 26th day of February, 1999.

**BEAU PRÉ DEVELOPMENT, LLC**

By   
Gary J. Guido, Manager

I, Emily J. O'Beirne, do hereby certify that I am a Member of Beau Pré Development, LLC, a Mississippi limited liability company, domiciled in Natchez, Mississippi, and that the following is a true and correct copy of resolution unani- mously adopted at a meeting of the Members, duly convened and held in accordance with law, on the 25<sup>th</sup> day of February, 1999, at which meeting a quorum of the said Members was present and voting, to-wit:

BE IT RESOLVED, that Gary J. Guido, a Manager of the Company, be and he is hereby authorized, directed and empowered to execute on behalf of the Company that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Beau Pré Country Club Subdivision, a copy of which is on file in the office of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my signature as a Member of Beau Pré Development, LLC, on this the 25<sup>th</sup> day of February, 1999.

  
\_\_\_\_\_  
EMILY J. O'BEIRNE, a Member

I, Howard Jones III, do hereby certify that I am Secretary of Beau Pre Country Club, Inc., a Mississippi corporation, domiciled in Natchez, Mississippi, and that the following is a true and correct copy of resolution unanimously adopted at a meeting of the Board of Directors of the corporation, duly convened and held in accordance with law, on the 25<sup>th</sup> day of February, 1999, at which meeting a quorum of the said Directors was present and voting, to-wit:

BE IT RESOLVED, that Lane S. Feltus, President of the corporation, be and he is hereby authorized, directed and empowered to execute on behalf of the corporation that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Beau Pré Country Club Subdivision, a copy of which is on file in the office of the corporation.

IN WITNESS WHEREOF, I have hereunto affixed my signature as Secretary of Beau Pre Country Club, Inc., on this the 25<sup>th</sup> day of February, 1999.

Howard Jones III  
Secretary

**STATE OF MISSISSIPPI**

**ADAMS COUNTY**

I, THOMAS J. O'BEIRNE, Clerk of the Chancery Court of said County, hereby certify that the foregoing instrument of writing was filed in my office for record on the 26 day of Feb, 1999 at 1:45 o'clock P.M., and duly recorded in **DEED** Book No. 215 Page 501.

WITNESS my hand and Seal of said Court, this 26 day of Feb, 1999.

THOMAS J. O'BEIRNE, Clerk

Lil McCallum, D.C.

700 P d/m H&P

BEAU PRÉ COUNTRY CLUB, INC.

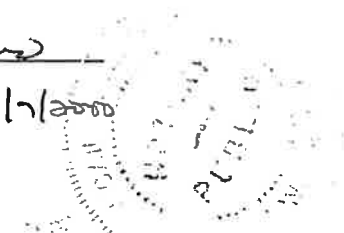
By Lane S. Feltus  
Lane S. Feltus, President

STATE OF MISSISSIPPI  
COUNTY OF ADAMS

Personally appeared before me, the undersigned authority in and for the said County and State, on the 26th day of February, 1999, within my jurisdiction, the within named **GARY J. GUIDO**, who acknowledged that he is Manager of **BEAU PRÉ DEVELOPMENT, LLC**, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company.

Dale S. Anderson  
NOTARY PUBLIC

My commission expires: 9/7/2000

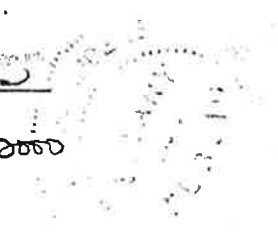


STATE OF MISSISSIPPI  
COUNTY OF ADAMS

Personally appeared before me, the undersigned authority in and for the said County and State, on the 26th day of February, 1999, within my jurisdiction, the within named **LANE S. FELTUS**, who acknowledged that he is President of Beau Pré Country Club, Inc., a corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation.

Dale S. Anderson  
NOTARY PUBLIC

My commission expires: 9/7/2000



INSTRUMENT PREPARED BY:  
Robert R. Punches  
MS Bar No. 4532  
P. O. Box 1344  
Natchez, MS 39121  
Telephone 601/446-6621

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BEAU PRÉ**

WHEREAS, Beau Pré Development, LLC, with the approval of Beau Pré Country Club, Inc., did execute and file for record in Deed Book 21-G, at page 27, in the office of the Chancery Clerk of Adams County, Mississippi, a Declaration of Covenants, Conditions, and Restrictions covering the Beau Pré Country Club Subdivision Development (hereinafter "Restrictive Covenants"); and

WHEREAS, Article XIII, Section 1 (a), of said Restrictive Covenants provided that the Restrictive Covenants could be amended by an instrument executed and acknowledged by Beau Pré Development, LLC, Beau Pré Country Club, Inc., and the Beau Pré Property Owners Association, Inc., at any time prior to March 1, 1999; and

WHEREAS, Article V, Section 9, of the Restrictive Covenants provides that the Beau Pré Owners Association will be formed on or before the date of sale of the thirtieth (30th) lot and to this point thirty (30) lots have not been sold in the Beau Pré Country Club Subdivision and the Beau Pré Property Owners Association has not been formed and therefore there is no need for it to execute and acknowledge these amendments; and

WHEREAS, said restrictive covenants have previously been amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Beau Pré signed by Beau Pré Development, LLC, and Beau Pré Country Club, Inc., dated

February 26, 1999, recorded in Deed of Trust Book 21-J, page 501, of the records of Adams County, Mississippi;


NOW, THEREFORE, Beau Pré Development, LLC, and Beau Pré Country Club, Inc., do hereby amend Article II, Section 2 of the Restrictive Covenants dated September 10, 1998, to read as follows:

"All dwellings constructed on lots 1 - 11 and lots 54 - 62 shall contain a minimum of 1,800 square feet of heated and cooled area not including porches, garages, outbuildings, etc. All dwellings constructed on lots 12 - 17, lots 48 - 53, lots 174 - 193, lots 199 - 202, and lots 276 - 282 shall contain a minimum of 2,000 square feet of heated and cooled area not including porches, garages, outbuildings, etc. All dwellings constructed on lots 18 - 47 shall contain a minimum of 2,250 square feet of heated and cooled area not including porches, garages, outbuildings, etc. Heated and cooled areas are determined by measuring the outside dimensions of the completed dwelling and subtracting the non-heated and cooled areas." 77-6.1

Other than as above amended and as amended by instrument recorded in Deed Book 21-J, page 501, said Restrictive Covenants shall remain in full force and effect.

This 20<sup>th</sup> day of December, 1999.

**BEAU PRÉ DEVELOPMENT, LLC**

By   
Gary J. Guido, Manager

**BEAU PRÉ COUNTRY CLUB, INC.**

By   
Lane S. Feltus, President

STATE OF MISSISSIPPI  
COUNTY OF ADAMS

Personally appeared before me, the undersigned authority in and for the said County and State, on the 20<sup>th</sup> day of December, 1999, within my jurisdiction, the within named **GARY J. GUIDO**, who acknowledged that he is a Manager of **BEAU PRÉ DEVELOPMENT, LLC**, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company.

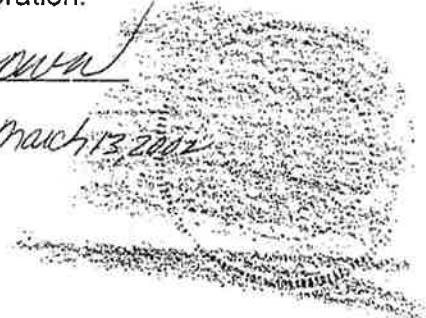
Mary P. Brown  
NOTARY PUBLIC  
My commission expires:  
9-13-2003



STATE OF MISSISSIPPI  
COUNTY OF ADAMS

Personally appeared before me, the undersigned authority in and for the said County and State, on the 20<sup>th</sup> day of December, 1999, within my jurisdiction, the within named **LANE S. FELTUS**, who acknowledged that he is President of Beau Pré Country Club, Inc., a corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation.

Mary P. Brown  
NOTARY PUBLIC  
My commission expires: March 13, 2002



INSTRUMENT PREPARED BY:  
Robert R. PUNCHES  
MS Bar No. 4532  
P. O. Box 1344  
Natchez, MS 39121  
Telephone 601/446-6621

I, Emily J. O'Beirne, do hereby certify that I am a Member of Beau Pré Development, LLC, a Mississippi limited liability company, domiciled in Natchez, Mississippi, and that the following is a true and correct copy of resolution unanimously adopted at a meeting of the Members, duly convened and held in accordance with law, on the 20<sup>th</sup> day of December, 1999, at which meeting a quorum of the said Members was present and voting, to-wit:

BE IT RESOLVED, that Gary J. Guido, a Manager of the Company, be and he is hereby authorized, directed and empowered to execute on behalf of the Company that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Beau Pré Country Club Subdivision, a copy of which is on file in the office of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my signature as a Member of Beau Pré Development, LLC, on this the 20 day of December, 1999.

  
\_\_\_\_\_  
EMILY J. O'BEIRNE, a Member

I, Howard Jones III, do hereby certify that I am Secretary of Beau Pre Country Club, Inc., a Mississippi corporation, domiciled in Natchez, Mississippi, and that the following is a true and correct copy of resolution unanimously adopted at a meeting of the Board of Directors of the corporation, duly convened and held in accordance with law, on the 14<sup>th</sup> day of December, 1999, at which meeting a quorum of the said Directors was present and voting, to-wit:

BE IT RESOLVED, that Lane S. Feltus, President of the corporation, be and he is hereby authorized, directed and empowered to execute on behalf of the corporation that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Beau Pré Country Club Subdivision, a copy of which is on file in the office of the corporation.

IN WITNESS WHEREOF, I have hereunto affixed my signature as Secretary of Beau Pre Country Club, Inc., on this the 21 day of December, 1999.

Howard Jones  
Secretary

STATE OF MISSISSIPPI  
ADAMS COUNTY

I, THOMAS J. O'BEIRNE, Clerk of the Chancery Court of said County, hereby certify that the foregoing instrument of writing was filed in my office for record on the 21 day of Dec, 1999 at 4:36 o'clock P. M., and duly recorded in DEED Book No. 219 Page 367.

WITNESS my hand and Seal of said Court, this 21 day of Dec,  
Robin Panches THOMAS J. O'BEIRNE, Clerk  
Glenda Abbott, D.C.  
D. 7.00

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BEAU PRÉ**

WHEREAS, Beau Pré Development, LLC, with the approval of Beau Pré Country Club, Inc., did execute and file for record in Deed Book 21-G, at page 27, in the office of the Chancery Clerk of Adams County, Mississippi, a Declaration of Covenants, Conditions, and Restrictions covering the Beau Pré Country Club Subdivision Development (hereinafter "Restrictive Covenants"); and

WHEREAS, Article XIII, Section 1 (a), of said Restrictive Covenants provided that the Restrictive Covenants could be amended by an instrument executed and acknowledged by Beau Pré Development, LLC, Beau Pré Country Club, Inc., and the Beau Pré Property Owners Association, Inc., at any time prior to March 1, 1999; and

WHEREAS, Article XIII, Section 1(a), of said Restrictive Covenants was amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Beau Pré dated February 26, 1999, recorded in Deed Book 21-J, at page 501, to provide that the restrictive covenants could be amended by instrument executed and acknowledged by Beau Pré Development, LLC, Beau Pré Country Club, Inc., and the Beau Pré Property Owners Association, Inc., at any time prior to March 1, 2000; and

WHEREAS, Article V, Section 9, of the Restrictive Covenants provides that the Beau Pré Owners Association will be formed on or before the date of sale of the thirtieth (30th) lot and to this point thirty (30) lots have not been sold in the Beau

Pré Country Club Subdivision and the Beau Pré Property Owners Association has not been formed and therefore there is no need for it to execute and acknowledge these amendments;

NOW, THEREFORE, Beau Pré Development, LLC, and Beau Pré Country Club, Inc., do hereby amend Article XIII, Section 1(a), (b), and (c) of the Restrictive Covenants dated September 10, 1998, as amended by the First Amended to said covenants dated February 26, 1999, recorded in Deed Book 21-J, page 501, and by Second Amendment to covenants dated December 20, 1999, recorded in Deed Book 21-Q, page 366, to read as follows:

- " (a) Until September 1, 2000, by an instrument executed and acknowledged by the Developer, Association, and Country Club.
- (b) At any time after September 1, 2000, when there is one or more Class B Member, only by an instrument executed and acknowledged by the Developer and by the Owners of all Lots subject to this Declaration, or in the case of a Supplementary Declaration, by the Owners of all Lots subject to said Supplementary Declaration, who own at least fifty percent (50%) of all Lots subject to the Declaration or said Supplementary Declaration.
- (c) At any time after September 1, 2000, when there are no Class B Members only by an instrument executed and acknowledged by the Owners of all Lots subject to this Declaration, or in the case of a Supplementary Declaration, by the Owners of all Lots subject to said Supplementary Declaration, who own at least fifty percent (50%) of all Lots subject to the Declaration or said Supplementary Declaration."

Other than as above amended, said Restrictive Covenants shall remain in full force and effect.

This 29th day of February, 2000.

BEAU PRÉ DEVELOPMENT, LLC

By *P. Glenn Green*  
P. Glenn Green, Manager

BEAU PRÉ COUNTRY CLUB, INC.

By *Glynn Laird*  
Glynn Laird, Vice President

STATE OF MISSISSIPPI  
COUNTY OF ADAMS

Personally appeared before me, the undersigned authority in and for the said County and State, on the 29th day of February, 2000, within my jurisdiction, the within named **P. GLENN GREEN**, who acknowledged that he is a Manager of **BEAU PRÉ DEVELOPMENT, LLC**, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company.

*Tim E. Wisner*  
NOTARY PUBLIC

My commission expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES APRIL 27, 2002  
BOARDED THRU STEGALL NOTARY SERVICE

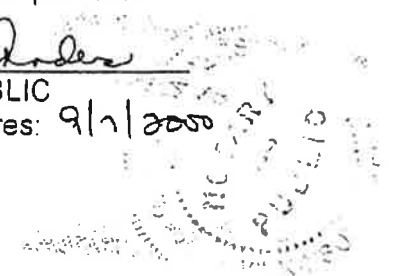


STATE OF MISSISSIPPI  
COUNTY OF ADAMS

Personally appeared before me, the undersigned authority in and for the said County and State, on the 29th day of February, 2000, within my jurisdiction, the within named **GLYNN LAIRD**, who acknowledged that he is Vice President of Beau Pré Country Club, Inc., a corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation.

*Gail S. Anderson*  
NOTARY PUBLIC

My commission expires: 9/1/2000



I, Emily J. O'Beirne, do hereby certify that I am a Member of Beau Pré Development, LLC, a Mississippi limited liability company, domiciled in Natchez, Mississippi, and that the following is a true and correct copy of resolution unani- mously adopted at a meeting of the Members, duly convened and held in accordance with law, on the 29<sup>th</sup> day of February, 2000, at which meeting a quorum of the said Members was present and voting, to-wit:

BE IT RESOLVED, that P. Glenn Green, a Manager of the Company, be and he is hereby authorized, directed and empowered to execute on behalf of the Company that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Beau Pré Country Club Subdivision, a copy of which is on file in the office of the Company.


IN WITNESS WHEREOF, I have hereunto affixed my signature as a Member of Beau Pré Development, LLC, on this the 23rd day of February, 2000.

  
\_\_\_\_\_  
EMILY J. O'BEIRNE, a Member

I, John P. Byrne, Jr., do hereby certify that I am Secretary of Beau Pre Country Club, Inc., a Mississippi corporation, domiciled in Natchez, Mississippi, and that the following is a true and correct copy of resolution unanimously adopted at a meeting of the Board of Directors of the corporation, duly convened and held in accordance with law, on the 23rd day of February, 2000, at which meeting a quorum of the said Directors was present and voting, to-wit:

BE IT RESOLVED, that Glynn Laird, Vice President of the corporation, be and he is hereby authorized, directed and empowered to execute on behalf of the corporation that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Beau Pré Country Club Subdivision, a copy of which is on file in the office of the corporation.

IN WITNESS WHEREOF, I have hereunto affixed my signature as Secretary of Beau Pre Country Club, Inc., on this the 29th day of February, 2000.

  
Secretary

INSTRUMENT PREPARED BY:  
Robert R. PUNCHES  
MS Bar No. 4532  
P. O. Box 1344  
Natchez, MS 39121  
Telephone 601/446-6621

Index at Map# 77-6

STATE OF MISSISSIPPI  
ADAMS COUNTY

I, THOMAS J. O'BEIRNE, Clerk of the Chancery Court of said County, hereby certify that the foregoing instrument of writing was filed in my office for record on the 29<sup>th</sup> day of February 2000 at 2:47 o'clock P. M., and duly recorded in DEED Book No. 21-8 Page 34.

WITNESS my hand and Seal of said Court, this 29<sup>th</sup> day of February, 2000.

THOMAS J. O'BEIRNE, Clerk

Judy Stockland, D.C.

8  
p/m R. PUNCHES