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<p>Prepared by and Return To: D. B. BRIDGFORTH (MSB #4547) Bridgforth & Buntin, PLLC 5293 Getwell Road Southaven, MS 38672 (662) 393-4450</p>	<p>Indexing Instructions: Lot Nos. 201-202, 227-249, 270-276, Section E Southbranch Subdivision, Plat Book 117, Page 35- 36, all lots being in Sections 24 and 25, Township 1 South, Range 7 West, DeSoto County, MS</p>
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SOUTHBRANCH SECTION E

28

TABLE OF CONTENTS

SOUTHBRANCH SECTION E

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

ARTICLE I	DEFINITIONS	PAGE 2
ARTICLE II	PROPERTY	PAGE 4
ARTICLE III	THE ASSOCIATION	PAGE 4
ARTICLE IV	PROPERTY RIGHTS	PAGE 5
ARTICLE V	MAINTENANCE & REPAIR	PAGE 5
ARTICLE VI	ASSESSMENTS	PAGE 6
ARTICLE VII	ARCHITECTURAL CONTROL	PAGE 10
ARTICLE VIII	RESTRICTIVE COVENANTS	PAGE 12
ARTICLE IX	USE OF COMMON SPACE	PAGE 16
ARTICLE X	COMMON EASEMENTS	PAGE 16
ARTICLE XI	INSURANCE & CASUALTY LOSSES	PAGE 17
ARTICLE XII	MORTGAGEE'S RIGHTS	PAGE 18
ARTICLE XIII	GENERAL PROVISIONS	PAGE 19
ARTICLE XIV	RIGHT TO EXPAND	PAGE 20

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SOUTHBRANCH SECTION E

THIS DECLARATION is made, published and declared this 20th day of January, 2016, by Lemon & Gale, LLC, a Mississippi Limited Liability Company (the "Declarant" or "Developer") and any and all persons, firms or corporations hereinafter acquiring any of the within described property.

WHEREAS, the Declarant is the fee simple owner of a certain tract of real property in Desoto County, Mississippi, which property is more particularly described in Exhibit "A" attached hereto (the "Property"); and,

WHEREAS, the Developer has caused to be prepared a plan for the development of the Property, to be known as "Southbranch Section E" into residential lots; and

WHEREAS, it is to the benefit, interest and advantage of the Declarant, the Lot Owners, and of each and every person or other entity hereafter acquiring any interest in the Property that certain covenants, restrictions, easements, assessments and liens governing and regulating the use and occupancy of the same be established, fixed, set forth and declared as covenants running with the land;

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby publish and declare that all or any portion of the Property described in Exhibit "A" is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations (and subject to all easements, conditions, restrictions, etc., as set out in the Plat, Exhibit "B"), all of which are declared and agreed to be in furtherance of a plan for the development and improvement of the said Property, and the said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person or legal entity acquiring or owning any interest in any portion of the said Property or any improvements thereon, their grantees, successors, heirs, executors, administrations, devisees and assigns.

ARTICLE I.
DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

Section 1. "Association" shall mean and refer to Southbranch Section E Homeowners Association, Inc., a nonprofit, non-stock corporation to be incorporated under the laws of the State of Mississippi, its successors and assigns.

Section 2. "Declarant" shall mean Lemon & Gale, LLC with offices at 3606 Bridgforth Road, Olive Branch, MS 38654, its successors and assigns. "Declarant" shall be synonymous with "Developer" for purposes of this Declaration.

Section 3. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, and any supplementary declaration filed hereto, as this Declaration may, from time to time, be amended in accordance with its terms.

Section 4. "Lot" shall mean and refer to the plots of land designated with Numbers 203 through 226 in Section C, and plots of land designated with Numbers 191 through 269 in Section D, inclusive, as shown on Exhibit "B" attached hereto. For all purposes hereunder, it shall be understood and agreed that Declarant shall be the Owner of all of said Lots, save and except only those particular Lots which Declarant conveys in fee simple title by recordable deed from and after the date hereof. Ownership of a Lot hereunder shall include an undivided pro rata interest in the Common area owned by the Association.

Section 5. "Member" shall mean and refer to every Person who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

Section 7. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 8. "Property" or "Properties" shall mean that real property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 9. "Common area" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Members of the Association. The Common Area to be owned by the Association is to include the areas denoted as "Common Open Space" or "C.O.S." or "Common Area" on Exhibit B attached hereto.

Section 10. "Common Improvements" shall mean all improvements thereon owned and/or maintained by the Association for the common use and enjoyment of the Members of the Association.

Section 11. "Improvements" shall mean the structures, walls, pavement, plantings and other additions built or placed on the Lots. It is intended that the Improvements reasonably meant for the Owner of a particular Lot will lie entirely within said Lot. In the event that, by reason of construction, settlement, reconstruction or shifting of the Improvements, any minor part of the Improvements reasonably intended for a particular Lot lie outside that Lot, an easement of use shall apply thereto in favor of the Lot to be benefited.

ARTICLE II.
PROPERTY

Section 1. Roads and Drainage. The roads and drainage within Southbranch Section E are public. The Common Improvements and Common area shall remain private, and have not been dedicated to governmental body. By remaining private, the responsibility for payment of maintenance and repair expenses for said Common Improvements and Common area remain the responsibility of the individual Lot Owners, and shall be paid for by assessments levied by the association as provided herein.

Section 2. Sanitary Sewers. The sanitary sewer system within Southbranch Section E shall be provided by the City of Olive Branch.

ARTICLE III.
THE ASSOCIATION

Section 1. Members. Every Person, as defined, who is a record Owner of a fee or undivided fee interest of any Lot within the Property shall be a Member of the Association, as defined, provided, however, that anyone who holds such interest solely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot within Southbranch Section E. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of a Lot, each Owner of a Lot being entitled to one (1) vote for each Lot owned, except the Developer, which shall be entitled to three (3) votes for each Lot owned by it. **PROVIDED; HOWEVER, AS LONG AS THE DEVELOPER OWNS LOTS IN SECTION E OF SOUTHBRANCH OR ANY ADDITIONAL SECTIONS OF SOUTHBRANCH ADDED UNDER ARTICLE XIV OF THIS DECLARATION, THE DEVELOPER SHALL MAINTAIN VOTING CONTROL OF THE ASSOCIATION.** Upon the sale of 90% of the homes constructed on the property, Developer shall only be entitled to one (1) vote for each Lot still owned by it.

Section 3. Secured Parties. No individual or legal entity holding title to a Lot as security for any debt or obligation shall be considered as Owner of such Lot, and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any question or matter affecting the administration of the Association.

Section 4. Voting. At every meeting of the Members, each of the Members shall have the right to cast his vote on each question. The vote of the Members representing a fifty-one percent (51%) majority of the total votes cast, in person or by proxy (provided a quorum exists), shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute or of the corporate Charter, or this Declaration, or of the Bylaws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who

are present at any meeting of the Members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No Member shall be eligible to vote either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the association.

Section 5. Proxies. A Member may appoint any other Member or the Developer or any other person permitted by law or by the Bylaws as his proxy. In no case may any Member (except the Developer) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by the Association's Bylaws.

Section 6. Quorum. The presence, either in person or by proxy, of Members representing at least fifty-one percent (51%) of the total votes entitled to be cast shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of Members. If the number of Members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

ARTICLE IV. PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Improvements and Common areas, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The right of the Association to maintain the Common Improvements within Southbranch Section E;

(b) The right of the Association, in accordance with its Charter and Bylaws, to borrow money for the purpose of improving the Common Improvements which the Association is to maintain;

(c) The right of the Association to dedicate or transfer all or any part of the Common Improvements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, transfer or mortgage shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes hereof has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of such dedication or transfer.

(d) The rights of the Association to promulgate reasonable rules, regulations and fees concerning the use of the Common Improvements or Common area in Southbranch Section E.

ARTICLE V.
MAINTENANCE AND REPAIR

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Section 1. Association Responsibilities. The Association shall provide and pay for all maintenance and expenses for the Common Improvements, within Southbranch Section E. The real property taxes on the Common area, if any, shall also be paid for by the Association.

Section 2. Individual Lot Owners.

(a) Interior Maintenance. Each Owner of a Lot shall be responsible for all interior maintenance, painting, repair and upkeep on his Lot and the improvements thereon.

(b) Exterior Maintenance. As shown on Exhibit "B" attached hereto, there will be thirty-two (32) residential Lots. Each Owner of a Lot shall be responsible for exterior maintenance, painting, repair and upkeep on his Lot. No exterior maintenance, repairs or replacements or additions shall be commenced for the improvement of an individual Lot unless permission is obtained from the Architectural Control Committee, as hereinafter defined.

In the event an Owner of any Lot in the Property shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, or restore the Lot and the exterior of the building and any improvements erected thereon. The cost of such exterior maintenance shall be added to become part of the assessment to which such Lot is subject.

ARTICLE VI.
ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges;
- (2) special assessments for capital improvements, fence and landscape maintenance;
- and (3) emergency assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual special and emergency assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due.

Section 2. Annual Assessments and Carrying Charges of the Association. Each Member of the Association shall pay to the Association an annual sum (herein sometimes referred to as "assessments" or "carrying charges" equal to the Member's proportionate share (i.e. percentage obtained by dividing one by the number of then existing lots) of the sum required by the

Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

- (a) The cost of all operating expenses of the Association and services furnished, including charges by the Association for its facilities, if any; and
- (b) The amount of all taxes and assessments levied against the Association or upon any property which is may own or which it is otherwise required to pay, if any; and
- (c) The cost of extended liability insurance and the cost of such other insurance as the Association may effect; and
- (d) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or reserve for replacements; and
- (e) The estimated cost of repairs, maintenance and replacements of the fence and landscaping within Southbranch Section E and any other item the Association may be responsible for; and
- (f) The cost of management fee should the Association elect to contract for the services of a management company.

Except as provided in Section 11 of this Article VI, the Board of Directors of the Association shall determine the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, but may do so at more frequent intervals should circumstances so require as provided in the Bylaws. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a letter signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

Section 3. Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement for which the Association is specifically responsible or for such other purposes as the Board of Directors may consider necessary, provided that such assessment shall have the assent of the Members representing two-thirds (2/3) of the total number of votes eligible to be case. A meeting of the appropriate Members shall be duly called for this purpose, written notice of which shall be sent to all Members at least ten (10) days but not more than thirty (30) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 4. Emergency Assessments. In the event of any emergency situation, condition, or occurrence affecting the life, health, safety or welfare of Members or Property of Members, the Board of Directors, acting pursuant to this section, may declare an emergency assessment in such amount and payable at such time as the Board of Directors, in its sole discretion, shall deem necessary. Such emergency assessment, except for the amount and time of payment, shall be governed by all other provisions of this Declaration. Such assessment shall be borne pro rata by

all Members of the Association. The Board of Directors shall be fully protected and not liable for any mistake in judgment hereunder if the emergency assessment is made in good faith.

Section 5. Non-Payment of Assessments. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. To evidence the lien of any unpaid and delinquent assessments, the Board of Directors shall prepare a written notice setting out the amount of the unpaid indebtedness, the name of the Owner of the Lot, and description of the Lot. Said notice shall be signed by a member of the Board and recorded in the Chancery Clerk's Office of Desoto County Mississippi. The personal obligation of the Member to pay such assessment shall, however, remain his personal obligation for the statutory period, and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration or the Bylaws, of any installment thereof, may be maintained without foreclosing or waiving the lien created herein.

Any assessment levied pursuant to this Declaration or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Mississippi, and may, by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty or "late charge" as the said Board may fix. The Association may bring an action at law against the Member personally obligated to pay the same, or foreclose the lien against the Lot or Lots subject to prior mortgages or deeds of trust upon the Lot or Lots, then belonging to said Member; in either of which events, the Association may collect from the said Member interest, costs and reasonable attorneys' fees.

For the purpose of enforcing the lien of any unpaid and delinquent assessment, each Lot Owner grants the Board of Directors of the Association irrevocably the power to sell his Lot at public outcry to the highest and best bidder for cash. The Board of Directors is authorized to make such a public sale if and only if such sale is made subordinate to any prior recorded mortgage or deed of trust upon the Lot. The Association is hereby authorized to take any and all courses of action available to them for collection of the assessment which the laws of the State of Mississippi allow. Any such sale shall be made after first advertising the sale of said property for twenty-one (21) days by three (3) weekly publications in some newspaper in the County of Desoto, State of Mississippi, giving notice of the time and place of such sale and by written notice of the time and place of such sale to the Owner of the Lot at his last known address. Any sale of a Lot to enforce a lien for delinquent and unpaid assessments shall be free from equity of redemption, including the statutory right of redemption, homestead, and dower and all other exemptions, all of which are expressly waived by the Lot Owners; and any such sale and the lien enforced thereby shall take precedence over and have priority over any and all other liens of every nature against the Lot, except real estate and ad valorem taxes assessed against the Lot and prior recorded mortgages or deeds of trust. The proceeds of any such sale, whether under the power of sale or by foreclosure suit, shall be applied first to the payment of the expenses of protecting the Property and the expenses of litigation, attorneys' fees, and sales commission; and second, to the payment of real estate and ad valorem taxes assessed against the Lot and any prior recorded mortgages or deeds of trust (unless sold subject to said mortgage or deed of trust); and

third, to the payment of all amounts due the Association under the terms of the Declaration and Bylaws: and the balance, if any, to the Lot Owner whose Lot is sold, and his assigns. Upon any default in the payment of any assessment, the Board of Directors shall have the right to all rents, issued, and profits from the Lot in default and shall have the right to secure the payment through notice to those in possession of the Lot or by entry into possession in the same manner as a mortgagee entering into possession following default. The Association may enforce its lien by whatever means available, including the power of sale granted herein or filing suit for foreclosure in the appropriate court.

All rights, remedies, and privileges granted to the Board of Directors or a Lot Owner, pursuant to any terms, provisions and covenants or conditions of the Declaration and Bylaws shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by the Declaration and Bylaws or at law or in equity.

The Association may notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of ninety (90) days.

Section 6. Acceleration of Installments. Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 7. Priority of Lien. The lien established by this Article shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

- (a) General and special assessments for real estate taxes on a Lot; and
- (b) The liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment of the lien thereon or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Section 8. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot shall be subordinate to and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over the mortgages) upon such interest made in good faith and for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale of transfer of such Lot pursuant to a foreclosure or any other proceeding in lieu of foreclosure. Any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Owners as a common expense, including the purchaser at foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such

subsequent assessment which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.

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

Section 9. Additional Default. Any recorded first mortgage secured by a Lot in Southbranch Section E may provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby), but the failure to include such a provision in any such mortgage shall not effect the validity or priority thereof, and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 8 of this Article shall not be altered, modified, or diminished by reason of such failure.

Section 10. Uniform Value of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 11. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots upon a date selected by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Until the association is organized, the dues shall be One Hundred No/100 Dollars (\$100.00) per Lot per year. Until the sale of 50% of the homes constructed on the property, the Declarant shall have the sole authority to determine whether an assessment shall be levied.

ARTICLE VII. ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. An "Architectural Control Committee" is hereby established. The initial committee shall consist of Al Spencer, David McLean, and Hall Bridgforth. These three individuals shall serve for a period of ten (10) years, or until they resign from the Committee by written notice to the Board of Directors of the Association. In the event of resignation of any of the three initial members of the Committee, or if for any reason either is unable or unwilling to serve in said capacity during the 10 year period, then the remaining members shall select a replacement member to serve the remainder of the 10 year term. Upon the expiration of ten (10) years from the date hereof, the Board of Directors of the Association shall then appoint the Architectural Control Committee, which shall be composed of three (3) or more individual Lot Owners. The affirmative vote of a majority of the membership of the Architectural Control Committee shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein.

Section 2. Approvals Necessary, Rules of Committee and Remedies for Violation. With the exception of Developer, no structure of any kind or nature (including but not limited to buildings, outbuildings, fences and swimming pools) or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots within Southbranch Section E, nor shall any existing structure, fence or barrier upon any Lot be altered

in any way which changes the exterior appearance (which includes but is not limited to changes in paint color and re-roofing) thereof, nor shall there be any additions, attachments, or deletions to improvements, nor shall there be any changes in landscaping, without the prior written consent of the Architectural Control Committee; nor shall any new use be commenced on any Lot unless plans and specifications (including a description of any proposed new use) shall have been submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Control Committee, but in any event shall include:

(1) A site plan of the Lot showing the nature, exterior, color scheme, kind, shape, height, materials, and location with respect to said Lot (including proposed front, rear and side setback) of all structures, fences or barriers, and location of all parking spaces and driveways on the Lot; and

(2) Grading and landscaping plans for the particular Lot.

The Architectural Control Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots including, without limitation, the exterior lighting and planting and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Control Committee at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Control Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Control Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Control Committee in its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter provided that the plans and specifications as approved in any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, or barriers on and uses of the Lot in question.

In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications or other requests as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

If any structure, fence, or barrier shall be altered, erected, placed or maintained (including exterior maintenance) upon any Lot or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Control Committee as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and upon written notice from the Architectural Control Committee any such structure, fence or barrier so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or altered, and such use shall be terminated so as to extinguish such violation.

If fifteen (15) days after the notice of such violation, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such with the Office of the Chancery Clerk of Desoto County, Mississippi.

Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the architectural Control Committee, the Architectural Control Committee shall, upon written request of the Owner thereof, issue a letter of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such letter shall be at the expense of the Owner or Owners of such Lot. Any letter of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value or as to any title insurer, such letter shall be conclusive evidence that all structures and the use or uses described therein comply with all the requirements of these restrictions and all other requirements as to which the Architectural Control Committee exercises any discretionary or interpretive powers.

The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted.

Any agent of Developer or the Architectural Control Committee may, at reasonable times, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions of these restrictions and no such persons shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

The Association or any Owner of any Lot contained within Southbranch Section E shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Lot. Failure by any Owner to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

Should a request to the Committee come from a Committee member, the other members of the Committee shall select a disinterested Lot Owner to take the place of the Committee member making the request.

ARTICLE VIII. RESTRICTIVE COVENANTS

(a) All lots in the subdivision will be known and described as residential lots and will be used for single-family residential purposes exclusively, and no lot will be subdivided so as to

reduce the size of the lot. All buildings and other structures erected upon any lot will be of new construction, and no buildings or structures will be moved from other locations onto a lot. No structure, except as otherwise provided, will be erected, altered, placed or permitted to remain on any lot other than one detached, single-family residential dwelling not to exceed two stories in height and an attached private garage for not more than three cars. The foregoing will not prohibit construction of one residence upon two or more lots.

(b) The developer will exercise complete architectural control for the protection of the investment of individual homeowners and the developer.

(c) No building, fence, structure, alteration, addition or improvement of any kind will be erected on any lot in the subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by the Architectural Control Committee, or by a duly-appointed representative of said company. The Architectural Control Committee will access each building as to conformity and harmony with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation. House plans shall be submitted to the Architectural Control Committee, a minimum of 30 days prior to initiation of construction. A complete plot plan showing location of house, driveway and any outbuildings, etc. shall be submitted along with house plans.

(d) All driveways and driveway pipes are the responsibility of the new lot owner and not the developer or the City of Olive Branch.

(e) No culvert shall be placed in any road right-of-way, ditch, or stream except for culverts used in conjunction with normal or circular driveways which must be approved by the City of Olive Branch.

(f) No road right-of-way, ditch, or stream, which conveys storm water shall ever be covered or filled for any reason whatsoever.

(g) Colors on exterior of any and all homes, structures and outbuildings such as, but not limited to brick, siding, shingles, shutters, gutters, windows, and doors must be approved in writing by the Architectural Control Committee before construction.

(h) All roofs to be constructed with architectural shingles approved by the Developer.

(i) No plumbing or heating vent will be placed on the front side of any roof. All vents protruding from roofs will be painted the same color as the roof covering.

(j) Swimming pools will be permitted. However, fencing of swimming pool areas must be within achieved setback lines.

(k) No foundation vents shall be visible from the street.

(l) Construction of any dwelling shall be completed within 12 months from commencement of construction, including exterior landscaping.

- (m) Solid block sod (zoysia, hybrid, Bermuda, or centipede) is required on all front yards.
- (n) No outside clothes lines will be permitted.
- (o) Dust abatement and erosion control measures will be provided by the contractor or owner in all stages of construction.
- (p) The building line setbacks are reserved as stated on the plat.
- (q) All building debris, stumps, trees, etc. must be removed from each lot by the builder as often as necessary to keep the house and lot attractive. Such debris will be legally disposed of offsite. No lot shall be used, maintained or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish.
- (r) No trailer, travel trailer, motor home, basement, tent, shack, garage, barn, nor other out building shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be located on any lot at any time. Boats, trailers, campers, or other vehicles shall be parked or stored within the confines of the lot and shall not be parked on the road or the common areas.
- (s) All driveways will be asphalt or washed concrete.
- (t) All house connections for all utilities, including, but not limited to, water, sewage, electricity, telephone and television shall be run underground from the property connecting points to the building structure in such manner to be acceptable to the governing utility authority and the Architectural Control Committee. All antennas and satellite dishes shall be placed in the rear of the dwelling. Exterior radio and television antennae and satellite dish installation must be approved in writing by the Architectural Control Committee.
- (u) No individual water supply system of any type shall be permitted on any site unless approved in writing by the Architectural Control Committee.
- (v) There will be no silver finish metal doors (including glass sliding doors) or windows of any kind; however, a factor-painted or anodized finish may be used. The color of such finish should be neutral earth tones.
- (w) No chain link fences may be used. No fence will be constructed on any lot nearer to any street line than the house line nearest the street. All fences, including fences for backyards, and swimming pools, must be approved by the Architectural Control Committee, prior to construction.
- (x) There will be no signs nailed to trees at any time. All builders' and contractors' signs are to be removed from the lot after the house has been completed. No sign of any kind shall be displayed to the public view on any site except one sign of not more than five square feet advertising the property for sale or rent. All signs must be approved in writing by the Architectural Control Committee.

- (y) No business, trade or commercial activity shall be conducted on any lot.
- (z) Drainage of surface water, storm water, and/or foundation drains may not be connected to sanitary sewers.
- (aa) The location and design of all mail boxes will be subject to the Architectural Control Committee's approval. All mail boxes shall be of like kind, constructed of the same material and manufactured by the same manufacturer as approved by the Architectural Control Committee.
- (bb) In the event that the Architectural Control Committee or its representatives fail to approve or disapprove such design and location within a period of 30 days after said plans and specifications have been submitted to them, or if no litigation to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed fully complied with.
- (cc) Neither the developer nor any architect, nor agent thereof, or the Architectural Control Committee, will be responsible in any way for any defects in plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.
- (dd) The minimum total heated area for one-story houses shall be 2000 square feet exclusive of open porches and garages; for one and one-half story and two story houses, the minimum heated area shall be at least 2,200 feet exclusive of open porches and garages.
- (ee) No structure or improvement of any kind (including, but not limited to buildings, walls, fences, landscaping, etc.) shall be commenced, placed or permitted to remain on any lot nor shall there be any additions, attachments or deletions to any structure or improvement until the design, plans and specifications have been approved in writing by Lemon & Gale, LLC or the Architectural Control Committee.
- (ff) No permanent structure shall be moved onto any lot unless it shall conform to and be in harmony with similar structures in the development and no structure of temporary character such as a trailer, garage, shed, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No structure of any kind, including but not limited to a television antenna, radio antenna, etc. can be erected which extends more than five feet above the highest point of the roof of the house and such structures shall not be erected on the street side of a residence. All satellite dishes, receiving antennas, radio antennas, swimming pools and accessory buildings shall be installed in accordance with DeSoto County ordinances.
- (gg) All fences are to be of wood, brick or ornamental metal material or combination thereof. Black or green vinyl coated chain link fencing may be erected within an area surrounded by a wood or brick fence. No fence may be constructed closer to the street than the building setback line. All fences shall be subject to the approval of the Architectural Control Committee.

(hh) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(jj) No animals of any kind shall be raised, bred or kept on any lot except that up to three generally recognized domestic animals (e.g., dog or cat) may be kept as pets.

(jj) No unlicensed motorized vehicle (including but not limited to all terrain vehicles with three or four wheels) are prohibited within the subdivision.

(kk) No recreational vehicle, boat or any type trailer may be parked or stored on any lot unless same is in a garage. All passenger automobiles shall be parked either on the driveway or in the garage. No tractor or trailer may be parked on any lot or on the streets within the development.

(ll) No motor vehicle or any other vehicle, including but not limited to a boat, motor, and boat trailer, lawn mower, tractor etc. may be stored on any lot for the purpose of repair of same; no A-frame or motor mount may be placed on any lot nor shall any disabled or inoperable vehicle be stored on any lot.

(mm) Any required landscape screen (including but not limited to earthen berms, embankments, fencing and plant material) and any permanent entrance treatments and fencing shall remain in place and shall not be removed.

(nn) All property owners shall be required to be members of Southbranch Section E Homeowners Association and shall be subject to any declarations, covenants, and restrictions enacted by the Association and any other declarations, covenants and restrictions hereinafter executed in writing and filed in the Chancery Clerks Office at DeSoto County, Mississippi.

(oo) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. Developer reserves the right to impose additional or separate restrictions at the time of sale of any of the lots sold in this development, which restrictions may not be uniform but may differ as to different lots.

(pp) If the parties hereto or any of them or their heirs or assigns shall violate any of the limitations and restrictions herein, it shall be lawful for any other person or persons owning any other lot in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such limitations or restrictions and either to prevent him or them from so doing or to recover damages for such violation.

(qq) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE IX.
USE OF COMMON OPEN SPACE

Section 1. Rights and Restrictions. Every Owner shall have a right and easement of enjoyment in and to the Common Open Space which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following restrictive provisions:

(a) The right of the Association to suspend the voting rights and rights of enjoyment and use of the recreational facilities by any Lot Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any violation of this Declaration or the Association's published rules and regulations.

(b) The right of the Association to levy fines for violations which fines shall be a lien against the Lot Owner's property and shall be enforceable as a lien pursuant to the provisions of Article IV above.

ARTICLE X.
COMMON EASEMENTS

Section 1. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Improvements adjacent thereto or as between adjacent Lots due to unintentional placement or settling or shifting of Improvements constructed, reconstructed or altered thereon.

Section 2. Easement for Utilities, Etc. Declarant hereby reserves for itself and its designees (including without limitation, the County of Desoto or any utility) blanket easements upon, across, over and under all of the Lots for ingress, egress, installation, replacing, repairing and maintaining cable television systems, master television antenna systems, security, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas and electricity. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved easement is assigned to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of the Property described on Exhibit "A".

ARTICLE XI.
INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable common private improvements (including the common fences within Southbranch Section E development). The Board shall also obtain a public liability policy covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million Dollar (\$1,000,000) single person limit as respects bodily injury and property damage, a One Million Dollar (\$1,000,000) limit per occurrence, and a Thirty Thousand Dollar (\$30,000) minimum property damage limit. Premiums for all insurance for the Common Improvements shall be common expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be

added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost of the improvements. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance.

Cost of insurance coverage obtained by the Association for the Common Improvement for which the Association is responsible shall be included as an Assessment as defined in Article VI.

The Association's Board of Directors shall make every reasonable effort to secure insurance policies that will provide for the following:

- (i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;
- (ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
- (iii) that no policy may be cancelled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;
- (iv) that "any other insurance" clause in any policy exclude individual Owners' policies from consideration; and
- (v) that no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment, but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 2. Individual Insurance Repair and Reconstruction. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each individual Owner shall carry blanket all-risk casualty insurance on the Lot and structures constructed thereon for full replacement cost. In the event of damage or destruction by fire or other casualty, the Owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damage or destroyed portions of the improvement in a workmanlike manner in conformance with the original plans and specifications of the building (including landscaping). In the event the Owner refuses or fails to so repair or rebuild any and all such damage to his improvement

within (30) days, the Association, by and through its Board of Directors, is hereby authorized by such Owner to repair and rebuild the improvements in a good and workmanlike manner in conformity with the original plans and specifications. The Owner shall then repay the Association in the amount actually expended for such repairs, and the Association will have a lien securing the payment of same identical to that provided for an Article VI, securing the payment of said sums expended and subject to the power of sale and foreclosure as set forth in said Article.

The individual Owners shall make every reasonable effort to secure insurance policies that will provide for a waiver of subrogation by the insurer as to any claims against the Association, other Lot Owners, and their respective tenants, servants, agents and guests.

The individual Owners shall furnish a certificate of insurance to the Association or its manager.

ARTICLE XII. MORTGAGEE'S RIGHTS

Upon request, the Association shall make available to any Lot Owner and lender, and to any holder, insurer, or guarantor of any first mortgage, current copies of this Declaration, the Bylaws, and other rules concerning the affairs and management of Southbranch Section E, and the books, records, and financial statement of the Association. "Available" means available for inspection, upon request, during normal business hours.

Upon request, the Association shall furnish to any holder of a first mortgage a financial statement for the Association's immediately preceding fiscal year.

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) any condemnation casualty loss that affects either a material portion of the project or the Lot securing its mortgage;
- (b) any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage;
- (c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' association;
- d) any proposed act that requires the consent of a specified percentage of mortgage holders.

The consent of at least sixty-seven percent (67%) of the votes and the consent of the Declarant, as long as it owns any land subject to this Declaration, and the approval of the eligible holders of first mortgages on Lots to which at least sixty-seven percent (67%) of the votes subject to a mortgage appertain, shall be required to terminate the Association.

The consent of at least sixty-seven percent (67%) of the votes and of the Declarant, as long as it owns any land subject to this Declaration, and the approval of eligible holders of first mortgages on individual Lots to which at least fifty-one percent (51%) of the votes subject to a mortgage appertain, shall be required to materially amend any provisions of the Declaration, Bylaws, or Charter of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following: (i) voting; (ii) assessments, assessment liens, not including a subordination of said lien; (iii) reserves for maintenance, repairs, and replacement of the Common Improvements; (iv) insurance or fidelity bonds; (v) responsibility for maintenance and repair of the Property; (vi) boundaries of any residential Lot; (vii) imposition of any right of first refusal or similar restrictions of the right of any Owner to sell, transfer or otherwise convey his Lot; (viii) any provisions included in the Declaration, Bylaws, and Charter of Incorporation which are for the express benefit of holders, guarantors or insurers of first mortgages on residences, which provisions do not set out a required number of votes to amend the particular provision.

ARTICLE XIII.
GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded. Unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by Owners holding not less than sixty-seven percent (67%) of the votes of the membership at any item. Any amendment must be properly recorded to be effective. During the first five (5) years from the date of the recording of this Declaration, any amendment must also be approved by the Declarant.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DECLARANT RESERVES THE RIGHT FOR A PERIOD OF TEN (10) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL, AND FOR THE REQUIREMENTS OF ANY MORTGAGE LENDER OR FOR ANY REASON THAT THE DECLARANT DEEMS ADVISABLE FOR THE ORDERLY DEVELOPMENT OF THE SOUTHBRANCH SECTION E.

Section 2. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a Member on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Declarant, the Association, or any Member shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the association or any Member to

enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

Section 5. Waiver. No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Gender, Etc. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

ARTICLE XIV.
RIGHT TO EXPAND

The right is reserved by Declarant, without the necessity of approval or permission from any party, to expand the Property in one or more increments to include the adjacent acreage owned by the R. R. Bridgforth Heirs Partnership and Bettye B. Whitten Executrix and Testamentary Trustee under Will of David B. Bridgforth, the Laney Funderburk Family, L.P., the Andrea Whitten Williford Family, L.P. and Bettye B. Whitten Executrix and Testamentary Trustee under Will of David A. Whitten, containing approximately 480 acres. The size of such additional lots and the size, style and other characteristics of the improvements located on such additional lots shall not necessarily be the same as the original Lots and improvements in Section E of Southbranch, and Declarant reserves the right to make supplemental or additional or amended declarations that will govern the subsequent sections of Southbranch developed in the adjacent acreage.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be signed by the officer duly authorized so to do as of the day and year first above written.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE ON FOLLOWING PAGE

By: Barry W. Bridgforth, Manager

STATE OR MISSISSIPPI
COUNTY OF DESOTO

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Barry W. Bridgforth, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Manager of Lemon & Gale, LLC, the within named bargainer, a Mississippi limited liability company, and that he as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such Manager, on behalf of the limited liability company.

Witness my hand and Official Seal at office this 20 day of January, 2016

(Seal)



Heather N. Williams
Notary Public

BancorpSouth Bank, herein called the mortgagee, the holder of a Deed of Trust on the property described on Exhibit A of the Declaration of Covenants, Conditions and Restrictions, which Deed of Trust is recorded under Book __, Page ____, with the Chancery Clerk's office at Desoto County, Mississippi joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions. Said Deed of Trust remains prior to any liens created by said Declaration of Covenants, Conditions and Restrictions.

BANCORPSOUTH BANK

By: Bobby McRee

Bobby McRee
Print Name

Title: SVP

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Before me, the undersigned, a Notary Public within and for said State and County, personally appeared Bobby McRee with whom I am personally acquainted, and who, upon oath, acknowledged (himself/herself) to be the Senior Vice President of BancorpSouth Bank the within named bargainer, and that he as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing the name of the bank by himself as such Senior Vice President.

WITNESS my hand and Notarial Seal at office in said State and County this 21 day of January, 2016.

(Seal)



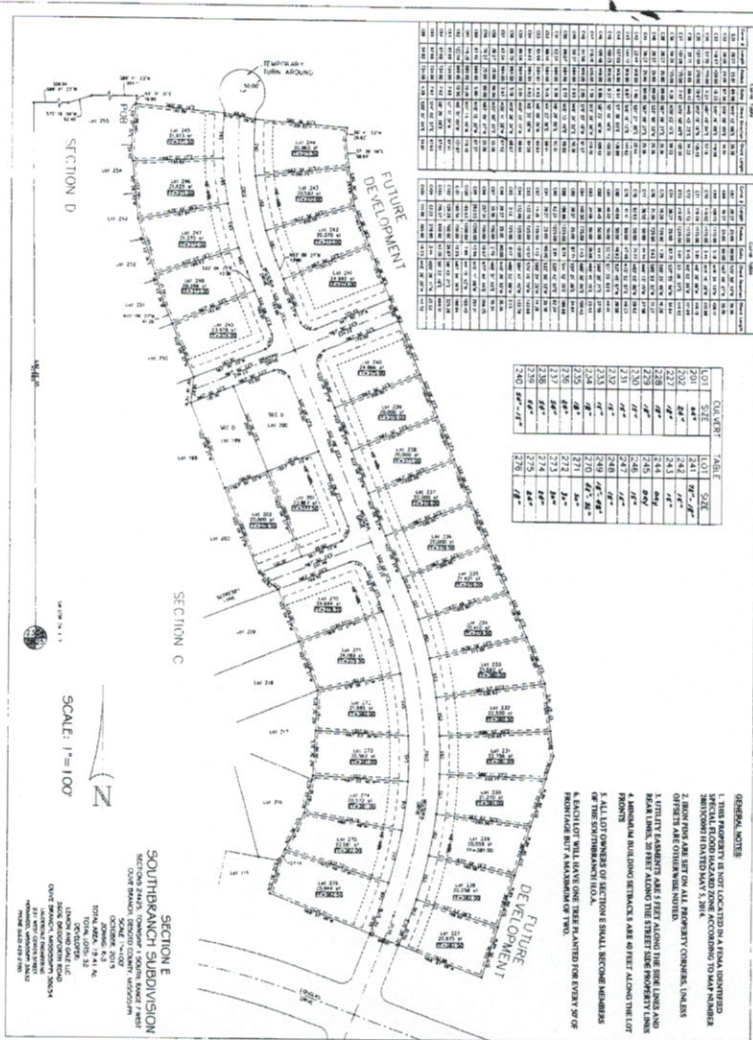
B W Bridgforth
Notary Public

EXHIBIT A

DK W BK 784 PG 485

Lot Numbers 201-202, 227-249, 270-276, Section E Southbranch Subdivision, recorded in Plat Book 117, Pages 35 and 36, all lots being in Sections 24 and 25, Township 1 South, Range 7 West, DeSoto County, Mississippi

EXHIBIT B



Lot Area Schedule Table

Lot No.	Area (S.F.)	Area (S.F.)	Area (S.F.)	Area (S.F.)	Area (S.F.)	Area (S.F.)	Area (S.F.)	Area (S.F.)	Area (S.F.)
101	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
102	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
103	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
104	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
105	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
106	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
107	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
108	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
109	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
110	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
111	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
112	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
113	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
114	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
115	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
116	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
117	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
118	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
119	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
120	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234

Lot Schedule Table

Lot No.	Area (S.F.)	Area (S.F.)	Area (S.F.)
201	1,234	1,234	1,234
202	1,234	1,234	1,234
203	1,234	1,234	1,234
204	1,234	1,234	1,234
205	1,234	1,234	1,234
206	1,234	1,234	1,234
207	1,234	1,234	1,234
208	1,234	1,234	1,234
209	1,234	1,234	1,234
210	1,234	1,234	1,234
211	1,234	1,234	1,234
212	1,234	1,234	1,234
213	1,234	1,234	1,234
214	1,234	1,234	1,234
215	1,234	1,234	1,234
216	1,234	1,234	1,234
217	1,234	1,234	1,234
218	1,234	1,234	1,234
219	1,234	1,234	1,234
220	1,234	1,234	1,234
221	1,234	1,234	1,234
222	1,234	1,234	1,234
223	1,234	1,234	1,234
224	1,234	1,234	1,234
225	1,234	1,234	1,234
226	1,234	1,234	1,234
227	1,234	1,234	1,234
228	1,234	1,234	1,234
229	1,234	1,234	1,234
230	1,234	1,234	1,234
231	1,234	1,234	1,234
232	1,234	1,234	1,234
233	1,234	1,234	1,234
234	1,234	1,234	1,234
235	1,234	1,234	1,234
236	1,234	1,234	1,234
237	1,234	1,234	1,234
238	1,234	1,234	1,234
239	1,234	1,234	1,234
240	1,234	1,234	1,234

- GENERAL NOTES**
- THIS PROPERTY IS NOT LOCATED IN A FINAL SUBDIVISION MAP AND THEREFORE IS SUBJECT TO THE ACQUISITION TO MAP PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT.
 - IF ANY OF THE LOTS ARE TO BE USED FOR OTHER THAN RESIDENTIAL PURPOSES, THE APPLICANT SHALL OBTAIN THE NECESSARY PERMITS FROM THE APPLICABLE AGENCIES.
 - UTILITY FACILITIES ARE SHOWN ALONG THE BOUNDARIES AND WITHIN THE LOTS. THE APPLICANT SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF THESE FACILITIES.
 - ALL LOT CORNERS OF SECTION E SHALL BE IDENTIFIED BY A CEMENT CONCRETE MARKER.
 - EACH LOT WILL HAVE ONE TREE PLANTED FOR EVERY 500 SQ FT OF LAND AREA.

SOUTHRANCH SUBDIVISION
 SECTION D, SECTION C, SECTION E
 SCALE: 1"=100'

OWNER: SOUTHRANCH DEVELOPMENT, INC.
 12345 SOUTHRANCH BLVD.
 LOS ANGELES, CA 90001

PREPARED BY: ABC ARCHITECTS
 5678 ARCHITECTURE BLVD.
 LOS ANGELES, CA 90001

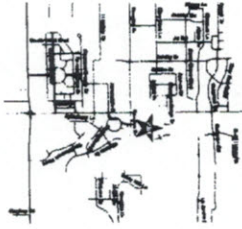
36

36

35

35

VICINITY MAP



OWNER'S CERTIFICATE
I, John J. Smith, of the County of Madison, State of Mississippi, do hereby certify that the above and foregoing plat is a true and correct copy of the original plat as the same appears in my office, and that the same is the property of John J. Smith, of the County of Madison, State of Mississippi.

NOTICE TO DEVELOPER

BEFORE THE PUBLIC SALE OF THE PROPERTY DESCRIBED IN THE FOREGOING PLAT, THE COMMISSIONER OF THE LANDS AND MINES OF THE STATE OF MISSISSIPPI HAS ORDERED THAT THE PROPERTY DESCRIBED IN THE FOREGOING PLAT BE SOLD TO THE HIGHEST BIDDING AT THE PUBLIC SALE TO BE HELD AT THE COURTHOUSE IN THE CITY OF JACKSON, MISSISSIPPI, ON Monday, the 15th day of December, 1926, at 11 o'clock of the forenoon. The property to be sold is described as follows: Lot 1, Block 7, Subdivision No. 1, City of Jackson, Mississippi.



GENERAL NOTES
1. THIS PLAT IS SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS, AND ENCUMBRANCES WHICH MAY BE AFFECTED BY THE SAME, AND TO ALL LIENS AND CLAIMS WHICH MAY BE ASSERTED AGAINST THE PROPERTY DESCRIBED HEREIN.

STATE OF MISSISSIPPI, COUNTY OF MADISON
I, John J. Smith, of the County of Madison, State of Mississippi, do hereby certify that the above and foregoing plat is a true and correct copy of the original plat as the same appears in my office, and that the same is the property of John J. Smith, of the County of Madison, State of Mississippi.

AMENDED CERTIFICATE

I, John J. Smith, of the County of Madison, State of Mississippi, do hereby certify that the above and foregoing plat is a true and correct copy of the original plat as the same appears in my office, and that the same is the property of John J. Smith, of the County of Madison, State of Mississippi.

NOTICE TO DEVELOPER
BEFORE THE PUBLIC SALE OF THE PROPERTY DESCRIBED IN THE FOREGOING PLAT, THE COMMISSIONER OF THE LANDS AND MINES OF THE STATE OF MISSISSIPPI HAS ORDERED THAT THE PROPERTY DESCRIBED IN THE FOREGOING PLAT BE SOLD TO THE HIGHEST BIDDING AT THE PUBLIC SALE TO BE HELD AT THE COURTHOUSE IN THE CITY OF JACKSON, MISSISSIPPI, ON Monday, the 15th day of December, 1926, at 11 o'clock of the forenoon. The property to be sold is described as follows: Lot 1, Block 7, Subdivision No. 1, City of Jackson, Mississippi.

BEFORE THE PUBLIC SALE OF THE PROPERTY DESCRIBED IN THE FOREGOING PLAT, THE COMMISSIONER OF THE LANDS AND MINES OF THE STATE OF MISSISSIPPI HAS ORDERED THAT THE PROPERTY DESCRIBED IN THE FOREGOING PLAT BE SOLD TO THE HIGHEST BIDDING AT THE PUBLIC SALE TO BE HELD AT THE COURTHOUSE IN THE CITY OF JACKSON, MISSISSIPPI, ON Monday, the 15th day of December, 1926, at 11 o'clock of the forenoon. The property to be sold is described as follows: Lot 1, Block 7, Subdivision No. 1, City of Jackson, Mississippi.

SECTION E

SOUTHBRANCH SUBDIVISION
SECTION E
TOWN OF JACKSON, MISSISSIPPI
PLAT NO. 1, BLOCK 7, SUBDIVISION NO. 1, CITY OF JACKSON, MISSISSIPPI