

Southern Oaks

A Development of The McBrayer Group, Inc.

ARCHITECTURAL GUIDELINES

Southern Oaks is designed to be a unique community of single-family homes. The Architectural Review Committee (ARC) has the responsibility of approving individual building plans with respect to the style, design, color of exterior materials, location of home on the lot, and related matters. The ARC does not review the plans for and has no responsibility for any architectural, engineering, or construction standard, suitability, fitness, or soundness. The ARC does not seek to restrict individual creativity or preferences, but rather to maintain total continuity throughout the community. The main purposes of these guidelines, and the covenants of Southern Oaks, are to preserve the integrity of the community and to help protect the investments of the individual homeowners.

Prior to the commencement of any construction activity of any type on any lot, plans for approval must be submitted to the ARC. Details and documents to be included for submission to the ARC are listed on the following pages, along with specific requirements and/or restrictions. Written approval by the ARC must be received prior to the start of any grading, lot preparation or construction.

All property owners/builders expressly acknowledge and affirm that the ARC has full authority and control over all matters relating to the approval of building plans. This authority and control extends to the review, modification, approval and disapproval of all building plans and the required implementation thereof.

It is the property owner's and/or builder's responsibility to verify the correctness of all plans and at all times insure that the home conforms with the requirements and guidelines set forth herein as imposed and regulated by the ARC. Further, the property owner and/or builder must verify that the plans comply with any local rules, regulations or ordinances.

The following items are required to be submitted for approval to the ARC:

PLOT PLAN:

1. Drawn to scale (1" = 10' or 1" = 20'), and including all proposed structures, sidewalks, improvements, utility and drainage easements, drainage plan, setbacks and existing trees over 8" in diameter that are proposed to be removed.
2. Owner's and/or builder's name, present address and telephone number.

ARCHITECTURAL PLANS:

1. Showing overall dimensions and area of structure- $\frac{1}{4}$ " scale.
2. Building elevations (front, rear, two sides) at $\frac{1}{4}$ " scale with overall height dimensions.
3. Description and colors of all exterior materials, including roof materials. Samples may be provided.

ARC REVIEW AND APPROVAL

1. Plans must be submitted to an officer of The McBrayer Group, Inc., to receive approval prior to commencement of construction. Contact Harold McBrayer at [REDACTED] or [REDACTED] to submit plans.
2. Plans will be reviewed within five working days of the date plans were submitted. The person who submitted the plans for approval will be contacted within the same period and advised of the approval, disapproval, or the need for additional information or modifications.
3. Plans will be reviewed and approved subject to the installation of silt fencing and portable toilet facilities on site. The installation of silt fencing will be required to prevent erosion of soil onto the street and neighboring home sites. The property owner will be responsible for maintaining the construction site and controlling erosion on the site during construction.
4. Landscaping plans (front and side yards only) must be submitted to the ARC for approval not less than 30 days prior to completion of any residence.
5. Construction must commence within six months and be completed within twelve months from the date of plan approval by the ARC. No dwelling may be left unfinished. Any construction left in an unfinished condition will be subject to fines or remedy of the ARC and/or the Homeowners Association.

BASIC DESIGN CONSIDERATIONS

Square Footage Requirements:

The minimum square footage requirement for a dwelling is 2,200 square feet of gross living area that is heated and cooled. Any dwelling consisting of more than one level (i.e., a two story home, or one with a "bonus" room upstairs) shall have a minimum of 2,000 square feet of gross living area on the first floor level that is heated and cooled. The first floor level shall be defined as the level that is on grade with, or closest to grade with, the street fronting all lots. Basement levels shall not be considered first floor levels. Variance requests may be considered for the first floor square foot minimum, but must be approved by the ARC.

Setbacks:

No dwelling or structure may be constructed within the following setbacks from the lot lines:

Front	20'
Rear	20'
Sides	10' 7.5'

~~Exceptions include: lot numbers 11, 12, 13, and 14. These lots shall have a minimum side setback of 7.5'. Front and rear setbacks remain the same.~~

Driveways and sidewalks may be placed upon areas between the lot lines and the setback lines.

Roof Requirements:

Roofs shall be covered with architectural style shingles.

Mailboxes:

Specific mailboxes are established for this community. Each property owner/builder is responsible for the purchase and installation of the required mailbox prior to completion of construction of a dwelling on the lot. Contact Harold McBrayer at [REDACTED] or [REDACTED] to obtain information on where to purchase the mailbox required.

Sidewalks:

Concrete sidewalks are required in the community of Southern Oaks. Sidewalks shall be placed along the lot line fronting the street 18" back of curb, and shall be 36" in width with a light broom finish. The placement of the sidewalk in relationship to back of curb and grade side to side may not exceed 5%. Sidewalks shall have scored control

joints at 48" intervals. It shall be the responsibility of the property owner to install the sidewalk between the side lot lines of his lot at the time the driveway is installed.

Driveways:

Concrete driveways of broom finish or exposed aggregate are required on each lot from the street to the dwelling. Other materials may be used, but must first be approved by the ARC prior to installation of the driveway.

Gas Lanterns:

~~Specific gas lanterns are established for this community. Each property owner/builder is responsible for the purchase and installation of the required lantern prior to completion of construction of a dwelling on the lot. Contact Harold McBrayer at [REDACTED] or [REDACTED] to obtain information on where to purchase the lantern required.~~

Public Sewer:

Public sewer hook up is available through the Town of Marion. However, it shall be the responsibility of the property owner/builder to purchase and install the grinder pump necessary to pump the sewage from his dwelling to the main sewer line installed by the developer. Contact Harold McBrayer at [REDACTED] or [REDACTED] to obtain information on where to purchase this pump.

Exterior Siding:

Acceptable choices for exterior siding shall include brick, cedar siding, stucco or synthetic stucco. Vinyl siding and masonite siding will not be acceptable. Any other exterior siding materials must be submitted for approval.

Landscape:

Landscape plans must be submitted to the ARC prior to installation and landscaping and within 30 days prior to completion of any dwelling. Each individual home site must install the following:

1. Front yard: A minimum of two shade trees (preferably a hardwood species such as oak) with a minimum trunk diameter of 2" and minimum height of 8'. In circumstances of existing hardwoods, this requirement may be waived.
2. Front yard: A minimum size of three-gallon plants for medium to large shrub types. Medium size is defined as a plant that will eventually reach 36" in height.
3. Front yards must receive solid sod where grass is used. No sprigging or "checker-board" sodding will be accepted.

Drainage:

Water runoff for each individual home site must be handled by adequately sloping all areas so that runoff can be directed to the natural drainage areas or to storm drainage facilities. No structure or improvements may alter the natural drainage of the site to the degree that it negatively impacts the surrounding home sites. The drainage shall be the responsibility of the property owner and/ or builder.

Siting:

Each structure on a lot must fall within the required setback distances adopted in the Southern Oaks covenants. Property owners are strongly encouraged to save as many trees as possible when locating a structure on a lot.

Outbuildings:

Any outbuildings, or such structures for storage that are detached from the main dwelling on a lot, shall be constructed of similar material as the dwelling and be hidden from view by a fence. No outbuilding or detached storage building shall be portable in nature. All outbuildings must be approved by the ARC prior to construction.

Burning:

There shall be no burning of trash, trees or other debris on any lot in Southern Oaks.

Walls and Fences:

Fencing is optional, except when an outbuilding is located on a lot. All fencing shall be a 6' cedar good neighbor fence unless otherwise approved by the ARC. All walls must be approved by the ARC prior to commencement of construction.

Garages:

All garages must have doors. Carports are not allowed unless approval is obtained from the ARC.

Satellite Dish:

A satellite dish may be installed provided it is not larger than 24" in diameter and it is hidden from view from the street.

Remodeling and Additions:

Remodeling and additions to existing improvements are required to meet the same criteria as new construction. An approval from the ARC is required for this work just as it is for new construction.

Guideline Revision:

The ARC reserves the right to alter, modify, or change any or all of the above guidelines at any time. It shall be the applicant's responsibility to check with the ARC before plan submittal for updated guidelines.

Non-compliance:

If, after receiving approval from the ARC, any property owner/builder fails to comply with the rules and regulations of the ARC, the ARC shall have the right to cause the property owner/builder to cease construction, remove, or replace any item not in compliance so that construction shall thereafter be in compliance with these guidelines. The property owner may be assessed for any cost or fees incurred by the ARC or Homeowners Association in enforcing these guidelines and a lien may be placed upon the property if any fees are not paid within 30 days.

Disclaimer:

The Architectural Review Committee (ARC), each member of the ARC, The McBrayer Group, Inc., and each officer of The McBrayer Group, Inc., shall not be liable to any property owner, builder, or all as hereafter referenced to any other person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such property owner, builder or other person arising or resulting from or in any way relating to the subject matter of any review, acceptances, inspections, permissions, consents or required approvals which must be obtained from the ARC or public authorities, whether given, granted or withheld. No approval of plans and no publication of architectural standards or bulletins shall be construed either to represent, guarantee or imply that such plans or architectural standards will result in a properly designed dwelling or other improvement, or to represent, guarantee, or imply that any dwelling or other structure or improvement will be built or constructed in a good, workmanlike manner. Approval of any particular plans shall in no way be construed as a waiver of the right of the ARC to disapprove all or any portion of the plans if such plans are subsequently submitted for use in any other instance.

No person may rely upon any verbal statement or representation of any party or agent of The McBrayer Group, Inc., or the Southern Oaks ARC, except to the extent that such statement or representation is set forth herein.

The ARC must approve any deviation from any of the above guidelines.

DECLARATION OF COVENANTS AND RESTRICTIONS OF SOUTHERN OAKS SUBDIVISION

This Declaration, is made this the 1st day of September, 2000, by The McBrayer Group, Inc., a Mississippi Corporation, hereinafter called "Developer" or "Declarant."

WITNESSETH:

WHEREAS, Developer is the owner of the real property described on Exhibit "A" attached to this Declaration (hereafter "The Property") and desires to create thereon a residential community which shall be known as "Southern Oaks Subdivision";

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of certain open spaces and other common facilities; and to this end, desires to subject The Property to these covenants, restrictions, easements, charges and liens, set forth herein, each and all of which is, and are, for the benefit of The Property and each owner thereof;

WHEREAS, Developer has deemed it desirable, for the preservation of the values and amenities in the community, to create an association to which it shall be delegated and assigned the powers of maintaining, administering and enforcing these covenants and restrictions, and assigned the management, maintenance and care of Association property, and doing all other things necessary to preserve the values and amenities of this community;

WHEREAS, Developer has incorporated under the laws of the State of Mississippi a nonprofit corporation, The Southern Oaks Maintenance Association, for the purposes stated herein; and

WHEREAS, Developer intends to include additional property under these covenants and restrictions, if the Southern Oaks subdivision is expanded.

NOW THEREFORE, the Developer declares that The Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Covenant or any Supplemental Covenant (unless the context shall indicate a contrary intention) shall have the following meanings:

- (a) "Association" shall mean and refer to The Southern Oaks Maintenance Association, its successors and assigns.
- (b) "The Property" shall mean and refer to that property described on Exhibit "A" hereto which is subject to these Covenants and any Supplemental Covenants under the provisions of Article II hereof.

- (c) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common area shall be deeded to the Association after the organization of the Association and shall be shown as Common Area on each plat filed in the Land Records of the Chancery Clerk of Lauderdale County, Mississippi.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of The Property, with the exception of the Common Area as heretofore defined.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of The Property, but excluding those having such interest merely as security for the performance of an obligation.
- (f) "Member" shall mean and refer to every person or entity that holds membership in the Association.
- (g) "Architectural Committee" shall mean the committee consisting of the Board of Directors of the Association.
- (h) "Board" shall mean the Board of Directors of the Association.
- (i) "Declarant" or "Developer" shall mean The McBrayer Group, Inc.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Lauderdale, State of Mississippi, and is more particularly described on Exhibit A which is attached hereto and made a part hereof, all of which property shall be referred to as "The Property." From time to time, Developer may subject other properties to this Declaration by filing such supplemental declarations with the description of that property which shall become subject to the terms and conditions of this Declaration.

ARTICLE III

THE MAINTENANCE ASSOCIATION

Every person or entity that owns any lot, including a builder, shall be a member of the Maintenance Association and shall abide by its Articles of incorporation and bylaws. Membership shall be appurtenant to and may not be separated from ownership of any lot. The Association shall be governed by its Articles of Incorporation and its bylaws.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

SECTION 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the Articles of incorporation and the bylaws of the Association.

SECTION 2. Title to Common Area. The Association shall own all real property designated on the plat of subdivision as "Common Area." The Developer, by filling the plat of the subdivision, shall be deemed to have deeded such Common Area to the Association. The

Developer agrees that the conveyance of title to the Common Area to the Association shall be free and clear of all liens and encumbrances.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of Lien and Personal Obligation for Payment of Assessments and Special Assessments. Declarant, for each lot owned within the subdivision, shall be deemed to covenant and agree, and each owner of any lot by acceptance of a deed therefor, 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 any annual assessments or charges and special assessments, together with such interest thereon and costs of collection, and said amounts shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment or special assessment is made. Each such assessment and special assessment together with such interest thereon, cost of collection and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the lot at the time when the assessment or special assessment fell due. The personal obligation for delinquent assessment or special assessment shall not pass to his successors in title unless expressly assumed by them.

The lien for assessments and special assessments shall be subject to and subordinate to the lien of any recorded first mortgage or Deed of Trust.

Assessments shall be fixed by the Association in accordance with the Articles of Incorporation and bylaws of the Association.

ARTICLE VI

ARCHITECTURAL COMMITTEE

SECTION 1. Review by committee. No structure, whether a residence, accessory building, tennis court, swimming pool, fence, wall, exterior lighting, or other improvement, shall be constructed or maintained upon any lot and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and site plans, showing the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing walls and windbreaks and the grading plan shall have been submitted to and approved in writing by the Architectural Committee, and a copy of such plans, specification, and lot plans as finally approved are deposited with the Architectural Committee. Only those house numbers and mailboxes, which are approved by the Developer and the Architectural Committee, shall be used and maintained on The Property. All replacement numbers and mailboxes shall conform to the original ones and shall be purchased at the expense of the lot owner.

SECTION 2. Best Judgment. The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations conform to and harmonize with existing surroundings and structures.

SECTION 3. Procedures. The Architectural Committee shall approve or disapprove all plans and requests within five (5) business days after submission. In the event the Architectural Committee fails to take any action within five (5) business days after requests have been submitted, approval will be deemed to have been given, and this Article will be deemed to have been fully complied with and construction shall be in compliance with plans as submitted. The Architectural Committee may adopt procedures and architectural guidelines, which shall be approved by the Board of Directors of the Association.

SECTION 4. Voting. A majority vote of the Architectural Committee is required for approval or disapproval of proposed improvements.

SECTION 5. Written Records. The Architectural Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

SECTION 6. Limited Liability. The Architectural Committee shall not be liable for damages to any person submitting requests for approval or to any owner of any lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests. The Architectural Committee may refuse approval on any grounds, including purely aesthetic conditions.

SECTION 7. Fees. The Architectural Committee may charge a reasonable fee for its services in reviewing the plans and specifications.

SECTION 8. Members. The Board of Directors of the Association shall serve as the members of the Architectural Committee.

ARTICLE VII

EXTERIOR MAINTENANCE

SECTION 1. Structures and Grounds. The structures and grounds of each lot shall be maintained in a neat and attractive manner. Upon the Owner's failure to maintain, the Architectural Committee may, at its option, after giving the owner thirty (30) days written notice sent to his last known address, have the grass, weeds and vegetation cut when, and as often as the same is necessary in its judgment and have dead trees, shrubs and plants removed from any lot.

SECTION 2. Failure To Make Repairs. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance the Architectural Committee may, at its option, after giving the owner six (6) months written notice, make repairs and improve the appearance in a reasonable and workman-like manner.

SECTION 3. Assessment of Cost. The cost of such maintenance referred to in Sections 1 and 2 of this Article shall be assessed against the lot upon which such maintenance is done and shall be added to and become part of the maintenance assessment or charge to which such lot is subject under Article V hereof.

SECTION 4. Access at Reasonable Hours. For the sole purpose of performing the maintenance referred to in Section 1 and 2 of this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the owner, to enter upon any lot at reasonable hours on any business day.

ARTICLE VIII

COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon all lots and Common Areas for the benefit of each lot and Common Areas and may be enforced by any Owner of a lot or the Association:

1. No garbage, refuse, rubbish, tree limbs, pine straw, leaves or cuttings shall be deposited on any street, road, or Common Area.
2. No building material of any kind or character shall be placed upon any lot except in connection with construction approved by the Architectural Committee. As soon as building materials are placed on any lot in such connection, construction shall be promptly commenced and diligently prosecuted.

3. No clotheslines, drying yards, service yards, wood piles or storage areas shall be so located as to be visible from a street, road or Common Area.
4. Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.
5. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except as pets, and such animals, livestock and poultry as may be pets, shall not be kept, bred, or maintained for commercial purposes.
6. Only signs advertising the sale of a lot and which are approved by the Architectural Committee shall be allowed on or used on any lot.
7. No used, or previously erected, or temporary house, structure, house trailer or non-permanent outbuilding shall ever be placed, erected or allowed to remain on any lot or Common Area.
8. Except as provided herein, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, or other machinery or equipment of any kind or character (except for such equipment and/or machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling or other improvements located upon any lot and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the Common Areas and the community facilities) shall be kept upon any lot, or the Common Area, nor (except for bona-fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon; provided, however, that this restriction shall not apply to vehicles, trailers, boats, machinery, equipment or the like stored and kept within an enclosed storage room or garage. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.
9. None of the lots may be improved, used or occupied for other than private single family residential purposes; however, the Developer or Declarant may use one or more lots for a temporary office building, and use the same as an office during the development and sale of the lots.
10. All buildings built on any lot shall comply with the set back restrictions imposed upon such lot on either the recorded plat in the Chancery Clerk's office of Lauderdale County, Mississippi, or in the deed to each purchaser of a lot. Such set back restrictions shall be a covenant running with the land.
11. Easements for installation and maintenance of utilities and drainage facilities are reserved in rights of way of drives and roads or on the side or rear of each lot as shown on the recorded plat.
12. No lot may be subdivided into two or more lots.
13. No lot or building site shall contain an above ground pool. No swimming pool shall be constructed without prior written approval of the Architectural Committee.
14. All fences, decks, storage buildings, patios, storm doors and screens, sun control devices, garages and carports, driveways or parking pads, additional rooms, porches, greenhouses, air conditioning units, attic ventilators, chimneys and metal flues, dog houses, flag poles, retaining walls and any other structure or addition to a present structure shall be subject to the approval of the Architectural Committee.
15. No antennae shall be erected on, located on, placed on any lot or allowed to remain on, any lot or Common Area. Satellite dishes not exceeding 24" in diameter may be installed, provided they are hidden from view from the street.
16. No garage or outbuilding on any lot shall be used as a living quarters either permanent or temporary.
17. No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

18. No individual sewage disposal system shall be permitted on any lot or building site. All lots or building sites must connect and subscribe to the sewage services provided by the town of Marion.
19. All residences shall be built to contain a specified number of square feet of completed, livable, heated or cooled space, as required either on the recorded plat of the subdivision or in the deed to each purchaser. Such square footage requirements of livable heated or cooled space shall be a covenant running with the land. In no event shall any residence constructed on the Property contain less than 2,200 square feet of completed, livable, heated or cooled space.
20. Any residence or building or improvement that is destroyed partially or totally, by fire, storm or any other means shall be repaired or demolished within a reasonable time and the lot restored to an orderly and attractive condition. However, the lot owner is not required to rebuild the structure as it existed prior to the demolition, only to clean the lot so it presents a neat appearance.
21. Each lot owner shall provide space for the parking of automobiles off public streets.
22. Each lot owner shall provide a sidewalk along all road or street frontage of the lot. The sidewalks shall be thirty-six inches (36") in width and shall be located eighteen inches (18") from the backside of the curb on all road or street frontage.
23. All mailboxes shall be the same height and the same design for each residence constructed on each lot, and all mailboxes shall be approved by the Architectural Committee prior to installation.
24. Except for a driveway or utilities to a home on a lot, no lots or any portions thereof may be converted to or utilized for the purpose of constructing a road or street or installing utilities to adjoining property, without the written permission of the developer, The McBrayer Group, Inc.

ARTICLE IX

GENERAL PROVISIONS

SECTION 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot 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, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these Covenants and restrictions signed by the then Owners of seventy-five percent (75%) of the Lots has been recorded prior to the commencement of any ten-year period.

SECTION 2. Amendments. These Covenants and restrictions may be amended during the first twenty years from the date of the Declaration, by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding any other provision in these covenants and restrictions, for as long as the Developer shall own any property within the subdivision or there are additional phases to be added to Southern Oaks Subdivision, then these covenants shall not be amended without the written approval of the Developer. Any amendment must be properly recorded in the Land Records of the Chancery Clerk of Lauderdale County, Mississippi.

SECTION 3. Notices. Any notice required to be sent to any Member or Owner 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 Member or

Owner on the records of the Association at the time of such mailing. Each purchaser of a lot shall forward a copy of his recorded warranty deed to the Association or its officers.

SECTION 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 6. Attorney Fees. In any legal proceeding for the enforcement or to restrain the violation of this instrument or any provision thereof, by reference or otherwise, the prevailing party or parties shall be entitled to attorney fees in such amounts as the court finds reasonable. All remedies provided for herein or at law or equity shall be cumulative and not exclusive.

SECTION 7. Dissolution. The Association may be dissolved with consent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association other than incident to the merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be conveyed and granted and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

SECTION 8. Covenant Running with the Land. This Declaration shall be a covenant running with the Land and shall apply to all lots and Common Areas that are created from The Property.

EXHIBIT A

Property Description:

West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 21, Township 7, Range 16
Lauderdale County, Mississippi.