

**AMENDMENT OF AND SUPPLEMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

ASHBROOKE, A COMMUNITY

THIS AMENDMENT AND SUPPLEMENT is made this the 15 day of November, 2006, by **GIDEON & SHOEMAKER, LLC, a Mississippi limited liability company; STRATFORD PROPERTIES, L.L.C., a Mississippi limited liability company, and TIMBER DEVELOPMENT, LLC, a Mississippi limited liability company**, all of whom are collectively referred to hereinafter as "Declarant":

WITNESSETH:

WHEREAS, heretofore the undersigned Declarants did execute and file of record that certain Declaration of Covenants, Conditions and Restrictions for Ashbrooke, a Community, the same being filed September 1, 2004 and is of record in Book 1826 at Page 547 thereof; and

WHEREAS, said Declarants wish to amend said Declaration to the extent set forth herein to-wit:

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

ARTICLE XI.

LAKE USE, EASEMENT, CONTROL AND WATERFRONT AREAS

SECTION 1. The same remains as appears in said Declaration as recorded.

SECTION 2. The same remains as appears in said Declaration as recorded.

SECTION 3. The same remains as appears in said Declaration as recorded.

SECTION 4. (Added by this Amendment)

(A) Waterfront Areas. To preserve the integrity of the shoreline and dam and to insure and control silting and sediment into any lake governed by this Article XI, there is hereby established construction and clearing restrictions on all properties which fronts on the lake and that portion of the Property comprising the lake, dam area and drainage from the Lake (hereinafter collectively referred to as "Lake") shall be preserved substantially as it presently exists except for clearing for safety, construction, view, and breeze as approved by the Board of Directors. Notwithstanding the foregoing, the Declarant hereby reserves unto itself, its successors in title and assigns, the right to exempt properties from said construction and clearing restrictions in those cases where the Board

of Directors in its discretion, determines, in a manner neither arbitrary nor capricious, that such exemption will not materially lessen the natural appearances and scenic beauty of the lake or determines that such exemption is necessary to protect the shoreline from erosion or from pollution. The following horizontal construction setback restrictions from the lake is hereby established:

(i) No house site, no building or other structure shall be constructed or maintained on any Property within seventy-five (75') feet of the rear or "lake-side" line, with the exception of any boathouse constructed and approved by the Declarant. No parking area designated to accommodate an automobile shall be constructed or maintained on any Property within seventy-five (75') feet of the rear or "lake-side" lot line except such as have prior written approval of the Declarant.

(ii) A boat house and pier shall be constructed in accordance with the design and building criteria adopted by the Board of Directors and the location and extension of same into the lake shall be approved by the Board of Directors prior to commencement of construction, provided however, all piers and docks shall be constructed within the extended boundaries of the side lot lines and in no event shall any structure such as a shoreline pier or deck extend into the lake as beyond the rear or "lake" lot line as such line has been established by and determined by the dimension shown on the recorded subdivision plat.

(B) Shoreline Stabilization. Within three (3) years from the date an Owner receives a deed to a waterfront lot, said Owner shall establish the shoreline of said Lot according to the shoreline stabilization criteria adopted by the Board of Directors or such other plan as may be submitted by the Owner and approved by the Board of Directors. In the event such Property Owner has not complied with the requirements of this paragraph (B) within said three (3) year period of time, the Association or the Declarant shall have the option, but not the obligation, to stabilize said shoreline in accordance with the shoreline stabilization criteria adopted by the Board of Directors and charge the cost of said work to the Property Owner as a special assessment against said Lot. The Association and/or the Declarant, severally, their heirs, successors and assigns, and agents shall have the right to enter upon such Lot for the purpose of performing said work, provided however that prior to exercising such rights to enter upon such Lot for the purpose of performing said work, the Declarant or the Association, as the case may be, shall give the Property Owner the opportunity to stabilize the shoreline by giving such Property Owner notice that the work must be completed within a reasonable time or that such work shall be performed by the Association or the Declarant, as the case may be. Such notice shall specify the work to be done and the time by which such work must be completed.

(C) Other Regulations. The use of the Common Areas, Common Facilities, green areas and lake by the Property Owners, their guests and invitees shall be governed by the applicable rules, regulations, and policies as from time to time promulgated by the Association. The Declarant and the Association, with the consent of the majority of the Owners abutting the lake, shall have the right and authority to lower the level of the lake at such times as they or either of them believe it to be in the best interest of the lake and Property for the maintenance, preservation, and development of the shore lines and the maintenance and preservation of fish and other wildlife. The Declarant and/or the Association shall not be liable for any matter or claim of any nature whatsoever arising directly or indirectly from the exercise of the right and authority thereby reserved.

SECTION 5. Lake Easements. (Added by this Amendment)

(A) At such time as any portion of any Lot or parcel abuts or is covered by a body of water declared to be a Lake by Declarant, then in that event, the Owner of said Lot or parcel shall

have full use of the Lake body and an easement is hereby reserved by the Owner, its successors and assigns, for the use and benefit of the Owners of all Lots or parcel forming a part of said Lake, over and across all portions of any Lot or parcel under the body of water contained within the boundaries of the Lake and an easement over, on, and across the entire body of water comprising such Lake, for the use and enjoyment of such Lake, is hereby granted to the Owner of any Lot or parcel forming a part of such Lake. Except as hereinafter provided, only the Owner of a Lot or parcel abutting or forming a part of the Lake shall have use of such Lake.

(B) Notwithstanding anything herein to the contrary, it is understood and agreed that an Owner of a Lake Lot is vested with fee simple title to that portion of the Lake which covers their respective Properties, subject only to the mutual easement for the use of the Lake, and for the maintenance of the Lake as herein provided.

(C) Further, Declarant does hereby convey and warrant unto the Owner of any Lake Lot a perpetual and non-exclusive easement over and across any portion of the Property necessary for the purpose of maintaining the dam on any Lake and for the purpose of overflow from the Lake, construct a flume or drainage structure a flume or drainage structure to effect or facilitate drainage to a proper drainage structure, stream, or stream bed, which easement shall affect only those Lots affording such maintenance and drainage and as to which drainage and maintenance, a reservation will be made in the deed affected by such. In addition, such maintenance and drainage for overflow areas shall be shown on the plat of survey of any Lot affected by such drainage overflow or drainage easement.

SECTION 6. Lake Use, Dam Control, and Boating Restrictions. (Added by this Amendment)

(A) No Owner of any portion of the Property, his guest or invitees shall use said Lake in such a manner as to interfere with the use and enjoyment of the shoreline of any Lot or parcel abutting said Lake by its Owner.

(B) No boat shall exceed sixteen (16') feet in length.

(C) No boat shall be run at a speed in excess of that provided by one trolling motor, which speed shall be reduced and taking into consideration such other use of the Lake by an Owner of a Lake Lot as is then being made.

(D) No person or persons shall be permitted to use the Lake unless accompanied by or authorized by an Owner who has the right to use such Lake, such authorization to be as permitted under Section 7 (B)

(E) No Owner may do anything which would affect the water level, condition, quality, or character of the Lake.

(F) It shall be the responsibility of each Owner, their guest and invitees, to prevent the development of any unclean, unsightly, or unkempt conditions on the Lake, and the shoreline bordering an Owner's Lot.

(G) Each Owner, his family, tenants, invitees, guests, servants, and agents shall refrain from any act or use of any Lake, Lot, or parcel which would cause disorderly, unsightly, or unkempt conditions or which would cause embarrassment, discomfort, annoyance, or nuisance to the Owners or occupants of other portions of the Property.

(H) If any dam is a part of any roadway the Board of Directors shall, for the purpose of maintenance and upkeep and control of the roadway, have jurisdiction and control of said dam.

(I) All uses of the Lake shall be governed by the regulations herein and by all requirements of the U. S. Coast Guard, the State of Mississippi, and any other sovereign body having jurisdiction to regulate the use of bodies of water and all equipment of every kind used thereon in all activities pertaining thereto, including, but not limited to boating, sailing, fishing, swimming, and maintenance.

(J) No garbage, trash, or refuse of any kind shall at any time be dumped into or deposited in the Lake.

(K) No Owner shall have on the Lake more than one (1) boat. If at any time a boat, its operation, or the behavior of any occupant of the boat appears to be threatening to the health, safety, and welfare of the Lake, the Dam, Declarant, and Owners, said boat shall be removed from the Lake at the request of the Board of Directors.

(L) All motors utilized on the Lake shall be electric trolling motors, with the power to regulate the horsepower thereof vested in the Board of Directors.

(M) No person shall operate or be permitted to operate a boat while under the influence of alcohol or drugs.

(N) No firearms of any type or caliber shall be discharged on or about the Property, nor shall any weapon of any kind be fired from the Lake, into the Lake, nor use the Lake for any commercial purposes.

(O) Each Owner is responsible for the operation of the boat belonging to him and for the conduct of his family members and guests as regards to observation of all of the provisions hereof. Failure to observe these rules shall be a breach of the covenants, affording the aggrieved party the remedies set forth herein.

(P) Declarant and Owner covenant and agree not to change the configuration or depth of the Lake or the physical structure, condition, or location of the dam, unless such change is approved by the Board of Directors and by the same percentage of Owners required for the imposition of a special assessment under Article IV, Section 4(A).

(Q) Declarant and Owners, their successors in title and assigns shall and do agree to indemnify, defend, and hold harmless each other, their agents, employees, and successors in title against and from all claims for injury, damage or death to persons, or damage to or loss of Property arising out of any act or omission concerning use, operation, and/or use of the Lake or any exercise of any privilege granted in this instrument.

(R) Any right or power vested in Declarant or in the Board of Directors of the Association may be delegated to an association of Lot Owners who own a Lot bordering on, or inundated by, said Lake as established by Declarant under these covenants. Sixty-seven (67%) of the Owners of lots abutting said Lake may form an Owners Association which will include all Owners adjacent to the Lake, for the purpose of maintaining and controlling the use of the Lake enforcing the covenants as provided for herein. In such event, such Association whether incorporated or however formed, shall have the same powers of enforcement, duties, and obligations as is provided herein for the Association. Except where the overall safety, well-being, and welfare of all Owners in Ashbrooke

Community is at issue or of paramount importance, the rules of the governing body of such subordinate association or corporation shall prevail insofar as the maintenance, upkeep, and control of the use of any Lake body is concerned, where the same shall conflict with the rights, powers, duties, and obligations of the Association formed by Declarant, its successors in title and assigns. All of the foregoing covenants shall be binding on any party taking title from Declarant hereunder, or his successors in title and interests, and shall run with the title to any Lot or parcel which is a part of the Property or is included in any Lake Lot, except where the maintenance and upkeep of the dam is involved.

SECTION 7. Fishing Regulations. (Added by this Amendment)

(A) Subject to the other provisions hereof, no one shall be permitted to fish in the Lake, except those persons defined as members of the family by the association controlling lake usage.

(B) Fishing privileges may be extended to a guest when Declarant and Owner are not present, provided each of such guest have an individual permit written, signed, and dated by Declarant or Owner stating therein the date for which the permit is to be used and the type boat to be used, stating affirmatively that such guest has permission to use said boat. Permits may not be issued for more than two (2) consecutive days.

SECTION 8. (Added by this Amendment)

Notwithstanding anything to the contrary contained elsewhere herein, it is understood and agreed that if by the vote of the owner or owners of a two-thirds (2/3) majority of the lots abutting the lake herein above referred to elect allow the owners of other lots in the Ashbrooke Community to fish, boat or engage in other activities enjoyed by the owners of lots abutting said Lake, then the Association formed and operating for the purpose of controlling and regulating the use the of Lake as provided for in Paragraph Six(6) above may allow use and enjoyment of said Lake under such terms and conditions as said subordinate association shall promulgate, subject nevertheless to the terms and conditions of the Declaration of which the instant amendment a part. Said guest invitees shall have no right, title or interest in the lake or its appurtenances and shall be considered as a licensee having access to the lake by virtue of a privilege granted by the Board of Directors. The Board of Directors shall make such requirements as to insurance, use and damages as are mete and proper in its sole discretion.

SECTION 9. (Added by this Amendment)

(A) There shall be no subdivision of a lot except on Declarant's written approval and no lot or lots may hereafter be subdivided so as to create a building lot of less than ~~10,000~~ square feet, as the same shall be subdivided and the plat thereof recorded; however, nothing in this paragraph shall prohibit the building of a residence on any lot of said subdivision as originally platted. Provided, however, Declarant by recordable document may allow a smaller lot size under certain meritorious circumstances, in the sole discretion of Declarant.

(B) It is the intent and purpose of this covenant to assure that all lakeside dwellings shall be of quality workmanship and materials. All plans and specifications shall be subject to approval of the Declarant or its designee, the Architectural Review Board or committee, if Declarant elects to form such a body.

- (C) All lots on the lake shall have a minimum main structure livable floor area of 1,800 square feet. Of that minimum 1,800 livable square feet, a minimum of 1,500 square feet must be finished floor area on the first floor. If there is any finished or unfinished livable area on the second floor, there must be a stationary, fixed (not a pull-down) staircase and stairway to the second floor. Such unfinished livable area is sometimes referred to as a "bonus room". Any livable second floor area must have an appropriate and functional window for egress.
- (D) No house shall have a roof with a pitch less than eight/twelfths (8/12) in the main roof structure.
- (E) There shall be no wood fencing bordering or approaching the lake. Said fencing shall be of metal, but "cyclone" or chain link fencing is absolutely prohibited. The type, style, components and height of any fence bordering or approaching the lake shall be subject to approval by the Declarant.

ARTICLE XI.

Said Article XI shall stand as stated in said Declaration except as amended hereby.

WITNESS THE SIGNATURE OF THE UNDERSIGNED, this the _____ day of November, 2006.

**GIDEON & SHOEMAKER, LLC, a Mississippi
Limited Liability Company**

By: _____
LOUIS B. GIDEON, Member/Manager

By: _____
HOLLIS SHOEMAKER, Member/Manager

**STRATFORD PROPERTIES, LLC, a Mississippi
Limited Liability Company**

By: _____
BARRY D. WOODWARD, Managing Member

**TIMBER DEVELOPMENT, LLC, a Mississippi
Limited Liability Company**

By: _____
WILLIAM S. GIDEON, Member/Manager

By: _____
JAMES E. CUNNINGHAM, III, Member/Manager

By: _____
SCOTT R. SHOEMAKER, Member/Manager