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**THIRD AMENDMENT TO THE BUILDING RESTRICTIONS AND PROTECTIVE  
COVENANTS FOR BRIDGEFIELD GARDENS**

This Third Amendment to the Building Restrictions and Protective Covenants for Bridgefield Gardens (hereinafter sometimes referred to as the "Protective Covenants") is made and executed on this the 26th day of February 2009, by the undersigned owners of the lots within the Bridgefield Gardens Subdivision, a subdivision of Lamar County, Mississippi, which is described and shown on the plat of said subdivision which is filed for record in the Office of the Chancery Clerk of Lamar County, Mississippi in Plat Book 3, Page 238.

Whereas the undersigned declarants constitute sixty-six percent (66%) of the owners of the lots within Bridgefield Gardens, and pursuant to Paragraph XVIII of the Protective Covenants, as amended, the undersigned declarants desire to ratify and adopt the Second Amendment to the Building Restrictions and Protective Covenants for Bridgefield Gardens, filed for record in the Office of the Chancery Clerk of Lamar County, Mississippi in Land Deed Book 19-C at Page 618 and further desire to adopt the following amendments and additions to the Protective Covenants as heretofore amended.

Now therefore, in consideration of the advantages that accrue through such amendments to the Protective Covenants, the undersigned declarants do hereby ratify and adopt the Second Amendment to the Building Restrictions and Protective Covenants for Bridgefield Gardens, filed for record in the Office of the Chancery Clerk of Lamar County, Mississippi in Land Deed Book 19-C at Page 618 to the extent that they are not amended herein and further adopt and consent to the following amendments and additions to the any and all previously recorded or applicable Building Restrictions and Protective Covenants for Bridgefield Gardens. The declarants in desiring to have a singular document to refer to with regard to the Building Restrictions and Protective Covenants for Bridgefield Gardens, as amended, have included each and every restriction and covenant, as amended as well as any additions in this Third Amendment to the Building Restrictions and Protective Covenants for Bridgefield Gardens.

I

All of the lots in the said Bridgefield Gardens, shall be known, described, and used as residential lots.

II

No residence or dwelling house shall be constructed, erected, built, moved upon, or otherwise placed upon any of said lots, or combination thereof, except residences and dwelling houses commonly known and described as being detached single family residences or zero lot line town homes or duplexes and no such residence or dwelling shall be constructed, erected, built as to consist of more than two and one half stories and basement. Garages, garage apartments, servants quarters, greenhouses, and storage room shall be constructed as auxiliaries to said detached single family residences or dwelling houses provided they adhere to the style of the original dwelling plans.

### III

No temporary buildings, mobile homes, modular houses or similar structures may be located, constructed, erected, moved upon or otherwise placed upon any of the lots in Bridgefield Gardens except that the builder of any residence may place tool houses and storage sheds on the lot to house equipment and materials during construction, which said tool houses and storage sheds shall be removed when the construction of the residence has been completed.

### IV

No detached single-family, one-story residence shall contain less than 1400 square feet of floor space, exclusive of porches, garages, terraces, patios, and courts, and no single-family, one and one-half story or two story residence shall contain less than 1400 square feet, exclusive of porches, garages, terraces, patios, and courts. Each residence shall have at least a one-car garage or carport.

### V

No building or structure shall be constructed, erected, moved upon or otherwise placed upon any of said lots in such a manner of location as to violate any of the provisions of any zoning or building ordinance or code now or hereafter passed, adopted and approved of the governing authority of the County of Lamar, Mississippi.

### VI (As Amended Herein)

Each lot owner shall be responsible for maintaining the appearance of his or her lot, after improvements have been built on it. This includes, but is not limited to: picking up litter, keeping the grass mowed, picking up, and keeping the property in a general state of repair. It shall be the responsibility of the individual lot owners to maintain appearance of vacant lots, specifically picking up litter and keeping the property in a general state of repair.

### VII

No building shall be located on any lot nearer than ten (10) feet to the front lot line. For the purposes of this restriction and covenant, roof overhang, steps, and open porches shall not be considered a part of the building. Each home shall be required to install a three-foot sidewalk along the front of the property in conjunction with existing sidewalks. Rear lot setbacks must be approved by the Architectural Review Committee if less than ten (10) feet from lot line. All homes to be built to Pearl River Valley Comfort Advantage Specifications. Owner/Builder agrees to have all inspections required by Pearl River Valley.

### VIII

All residences or dwelling houses constructed, erected and located in said subdivision shall face and front upon one of the platted and dedicated streets contained within the subdivision by the official map of plat thereof.

IX

No private or public nuisances of any kind may be created or maintained upon any of said lots.

X (As Amended Herein)

These restrictive covenants shall run with said lots and the title thereto and shall be binding on all parties owning or claiming them by purchase inheritance or otherwise for a period of twenty-five (25) years from the date of execution for the original Building Restrictions and Protective Covenants for Bridgefield Gardens, which was January 10, 2003, and upon the expiration of said initial period of twenty-five (25) years, the said covenants shall automatically be extended and remain operative for an additional ten (10) years, unless by a vote of the majority of then owners of a majority of said lots it is agreed to change these building restrictions and protective covenants in whole or in part to set the same aside entirely.

XI

If the owner or claimant of any of said lots shall violate or attempt to violate any of the conditions restrictions or covenants herein contained, then in such event any other person or persons owing any other of said lots of interest therein may institute and prosecute any appropriate proceeding or proceedings, either at law or in equity, for the purpose of enjoining any such violation or attempted violation of any said conditions restrictions or covenants.

XII

- A. Four (4) individuals shall be appointed as the Architectural Review Committee ("the ARC"). Two (2) of the four (4) individuals on the ARC shall be selected by the owners of the lots who are current residents of the Bridgefield Gardens as of the date hereof. The remaining two (2) members of the ARC shall be selected by Durham and Doleac, LLC, Woodbridge, Inc., and/or William H. Durham. It is the intent of all the parties hereto that at least fifty percent (50%) of the members of the ARC be actual current residents of Bridgefield Gardens as of the date hereof.
- B. The ARC shall approve in writing all plans and specifications before any residence, dwelling, structure, building, fence, or other improvements, including additions or remodeling, may be constructed. Any decisions of the ARC concerning the approval of plans and specifications of future construction in Bridgefield Gardens must be made by a majority vote of the membership of the ARC of at least seventy-five percent (75%) of the membership of the ARC.
- C. Architectural Control
  - 1. Purpose. The Bridgefield Gardens Architectural Guidelines and Covenants are designed to enable the property owner, architect and contractor to make decisions concerning issues of compatibility and architectural continuity on a site to site basis

without restricting creativity or individual preferences. While it is not the intention of the Declarants to inhibit construction of new residences in Bridgefield Gardens , the Declarants recognize that the issue of architectural compatibility of any new construction with existing conventionally-constructed residences in Bridgefield Gardens is a key to maintaining and increasing the monetary values of the existing and future residences.

2. **The Plan Review Process.** The Architectural Review Committee (“the ARC” or “the committee”) is responsible for approval and regulation of all external design decisions by the property owner and shall make any necessary recommendations of judgements to ensure adherence to the Architectural Guidelines, as well as consider the merits of any project due to the specific conditions of the site that are deemed beneficial to adjacent areas, that site or overall community.
3. **Application Procedures.** Before clearing, grading activity, or construction of any type begins, the property owner or their respective agent must submit a written Application for Approval of the work to be performed. Supplementary documentation and information may be requested by the Committee to further describe the type of work to be undertaken and/or site conditions. Approval by the Committee must be received by the owner prior to beginning any siting, clearing, grading, or construction of any type. The committee shall meet as often as necessary for review of all submissions for property improvement.
4. **Design Approval.**
  - a. **Submitted Documents.** Two (2) copies of all plans and supporting material must be submitted to the Committee upon completion of design drawings, details and specifications. Plans must be in a customary blue print format. A majority of the ARC shall, within seven (7) working days , approve or disapprove the documents presented. If the ARC, approves in writing the documents as presented, the property owner may proceed with construction. If a majority of the ARC does not approve the documents as submitted, those members of the ARC not approving the documents shall specify in writing why the documents were not approved and the changes required to receive approval of a majority of the ARC. Upon receipt of the notice from the ARC, the property owner shall (1) make the suggested changes and resubmit the documents to the ARC for approval or (2) notify the ARC that he/she/it desires a review of the documents and notice by an independent architect or landscape architect ( as the case may be) from the Hattiesburg, Mississippi area. If the property owner exercises option (2) above, the cost of the review, which shall not exceed \$500.00, shall be borne by the property owner if the architect essentially agrees with the ARC and by the property owners of Bridgefield Gardens if the architect essentially agrees with the property owner. If the architect or landscape architect essentially agrees with the property owner, the property owner may proceed with construction without resubmitting the documents to the ARC. The review by an architect or

landscape architect as contemplated herein shall be limited to a consideration of whether the proposed construction or landscaping (as the case may be) is reasonably compatible from an architectural standpoint with the majority of the homes in the subdivision. One copy of these plans will be retained by the Committee and the other will be returned to the property owner or his or her representative agent. Refusal to approve plans on part of the Committee shall not be arbitrary or unreasonable.

- b. Amendments. By majority vote, the Architectural Review Committee reserves the right to alter and amend requirements with regard to the form and content of plans and supplemental material submitted by the property owner for approval. Likewise, the Committee may publish additional standards for guiding style and specific details, including material, selection, setbacks and easements, hazardous materials and architectural review.
- c. Additional Requirements. The items listed below must be reviewed by the Architectural Review Committee prior to preliminary design approval:
  1. Plot plan drawn to scale showing the following:
    - a. All proposed structures
    - b. North arrow and scale (1"= 10' or 1"=20")
    - c. Owner's name, present address and telephone number.
    - d. Architects/Designer's name, or Owner's representative, present address and telephone number.
  2. Floor plan showing overall dimensions and area structure.
  3. All major elevations ( front, rear, side (2) at 1/4 scale with overall dimensions.
  4. Description of all exterior materials, roof material and color.

It will be the responsibility of the property owner to ensure proper design principles have been implemented by the building team. The Committee's approval of plans and specifications or other submitted standards does not imply that these plans, specifications, or standards, if followed, will result in a properly designed residence. Approval of plans, specifications or standards will never guarantee that reliable building practices will be utilized.

5. Approval of plans and supporting material will be dated for allowing construction to begin no later than 180 days after such approval. If work has not commenced in this time, approvals will have expired. Further, approved plans and supporting material will be so noted in the front of each sheet.

6. Siting. The Architectural Review Committee will consider each site individually. However, thorough consideration of each plan's effect upon adjacent residential sites, including view corridors, runoff and drainage, vegetative cover and orientation of the home on the site will be given. Careful planning will ensure one home site is not infringed upon

by the development of another concerning these issues. More specifically, these conditions include:

- a. Terrain of site
- b. Views from the site, as well as those views to the site from adjacent lots or lake if applicable.
- c. Landscape potential as a result of existing amenities
- d. Existing drainage channels impacted by grading.
- e. Height of all proposed structures.

7. Topography. Vegetation and Tree Removal. Property owners engaged in construction shall make a reasonable effort to leave as much natural vegetation as possible during the construction process. Also, significant effort must be shown in planning to minimize control erosion and hazardous runoff or seepage from and within each site.

8. Drainage. Water runoff on each building site must be adequately directed to existing natural drainage facilities, not creating discharge or burden for adjacent lots. All grading for drainage purposes must reasonably meet existing grades along the edges of existing trees and vegetation and trees required to be left undisturbed must be minimized.

9. The owner's of the property on which the residence is being constructed is responsible for seeing that what is built on the site conforms to what was approved by the ARC. If the construction does not conform to what is approved by the ARC, any two (2) members or the ARC may notify the property owner concerned in writing specifically what the non-conformity is. The property owner shall have seven (7) working days to respond to the ARC. If any two (2) members of the ARC still believe that the construction is not in conformity with what was approved by the ARC, they shall notify the property owner in writing of this fact, and the property owner shall have twenty (20) days within which to begin the process of bringing the construction into conformity with what was approved by the ARC. If, at the conclusion of the twenty (20) days, the property owner has not begun to bring the construction into conformity with what was approved by the ARC, the owner shall pay to the Bridgefield Gardens Homeowner's Association the sum of One Hundred Dollars (\$100.00) per day until the construction begins to be brought into conformity with what was approved by the ARC.

- D. When the developers, Durham & Doleac, LLC , and Woodbridge, Inc., shall have sold seventy five percent (75%) of the lots in Bridgefield Gardens or on January 1, 2008, whichever comes first, the owners of the lots who actually reside in Bridgefield Gardens shall appoint one (1) additional member to the Architectural Review Committee and the developers, Durham & Doleac, LLC, and Woodbridge Inc., will appoint only one (1) member to the ARC, resulting in the lot owners who actually reside in Bridgefield Gardens being represented by at least (3) three of the four (4) members of the ARC.

### XIII.

No commercial type vehicles or trucks shall be stored or parked on any lot unless engaged in transport to or from a residence. For the purpose of this covenant, a three quarter ton or smaller vehicle commonly known as a pickup truck, and not used for commercial purposes, shall not be deemed to be a commercial vehicle or truck. No residence shall have more than two permanent motorized vehicles on premises.

### XIV

No animal, livestock, or poultry of any kind shall be housed, raised, or kept on any tract of property either temporarily or permanently, except those commonly accepted as domestic household pets provided that they are not kept or maintained for any commercial purpose. Outdoor animal pens and houses, including runs, shall not be constructed without approval of the ARC. Swing sets and other permanent outdoor structures shall not be permanently placed on any lot without the approval of the ARC. Outdoor clotheslines are prohibited in Bridgefield Gardens.

### XV

No television antennas, satellite dishes, or other equipment for receiving or transmitting electronic signals may be placed in or on any lot except for such devices fully contained within a dwelling. Each property or lot shall provide screened areas to serve as service areas for garbage receptacle, fuel tanks, clotheslines, gas meters, and air conditioning equipment. Other unsightly objects must be stored or placed so as to conceal them from the view of the road and adjacent properties.

### XVI

No signs, advertising, or ornaments of any kind, except as may be required by legal proceeding, shall be displayed in any yard or on any building or in any window without the express written approval of the ARC, however real estate signs shall be allowed.

### XVII

If any one or more of the conditions, restrictions, or covenants herein contained shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not effect the validity, effectiveness or enforceability of the remaining restrictions, conditions, or covenants contained herein.

### XVIII

These Building Restrictions and Protective Covenants may be amended by a vote of sixty-six percent (66%) or two-thirds of the then-owners of the Lots in Bridgefield Gardens.

### XIX (As Amended Herein)

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject, by covenants of record, to assessment by the Owner's Association, including contract sellers, shall be a member of the Owner's Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and shall not be separated from any ownership of any lot which is subject to

assessment by the Owner's Association. Ownership of such lot shall be the sole qualification for membership. Any Mortgage or Lienholder who acquires title to any lot which is subject to assessment by the Owner's Association through judicial or non-judicial foreclosure shall be a member of the Owner's Association. Each member of the Owner's Association having one (1) vote for each lot owned. The Owner's Association shall be formed as a non-profit, non-share corporation formed under the laws of the State of Mississippi. Woodbridge, Inc., and Durham & Doleac, LLC shall not be members of any Owner's Association until such time as Durham & Doleac, LLC, and Woodbridge, Inc., shall have sold seventy-five percent (75%) of the lots in Bridgefield Gardens, or until January 1, 2008, whichever comes first.

## XX

No owner of property in Bridgefield Gardens may lease his/her/their property to any person for a period of less than six (6) months. It is the intention of the Declarants that persons living in Bridgefield Gardens be permanent, rather than transient, residents of Bridgefield Gardens.

## XXI (As Amended Herein)

### Assessments.

**Assessments Are Not Dues.** The assessments herein mentioned are not intended to be, and shall not be constructed as being, in whole or in part, dues for membership in the Association.

**Creation of the Lien and Personal Obligation for Assessment.** Each Lot Owner is deemed to covenant and agree to pay to the Association the following: (a) A regular annual assessment payable on or before the first day of January for each year thereafter in an amount necessary to maintain each owner's contribution at an amount of Two Hundred and No/100 Dollars (\$200.00) for each parcel or lot owned shall be due; (b) Special assessments for maintenance and improvement as may be desired and required by the Association. Prior to such special assessments being levied, same shall be approved by at least a two-thirds (2/3) vote of members of the Association with each Member being entitled to one (1) vote for each lot or parcel owned. A meeting of the members of the Association shall be duly called for the purpose of approving any special maintenance or improvement assessment.

**General.** This initial, annual and special assessments, together with interests, costs, and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the lot or parcel of Property against which each such assessment is made. Each such assessment, together with interests, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot or Parcel of Property at the time when the assessment fell due. No Owner shall relieve himself of his personal obligation for delinquent assessments by passing such obligation to his successors in title unless expressly assumed by the successors in title with written consent and approval of the Board of Directors of the Association.

**Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the owners and occupants of Bridgefield Gardens Subdivision; to defray all costs incurred in properly caring for and maintaining Bridgefield Gardens Subdivision as a prestigious development; and to accomplish the intent of this Declaration. The Assessments may be used for, but shall not be limited to, the costs of providing materials and services to accomplish the following: (a) Landscape, maintain and repair all easements, access



easements, right-of-way, median strips, sidewalks, paths, trails, retention ponds and other areas of the Property, as appropriate. The Association shall maintain all common areas dedicated to the Association for maintenance; (b) maintain all alley ways, streets and roadways within the subdivision, which have been completed but either remain private roads or are not yet accepted by the appropriate governmental entity for maintenance; (c) Maintaining any improvements and amenities, if said improvements are owned by the Owner's Association and constructed on property belonging to the Owner's Association; (d) General policing of Bridgefield Gardens Subdivision on a regular basis to remove bottles, cans, trash or debris discarded by the public along the streets or roadways; (e) Maintaining utilities, including, but not limited to lighting and sprinkler systems, and other services which may be provided by the Association; (f) Paying the cost of insurance premiums on any insurance which the Association carries; (g) Paying all ad valorem taxes and other taxes and fees which may accrue to the Association; (h) Provide such other services as the Association may deem to be in the best interests of the development and the members of the Association.

**Changes in Assessments.** After January 1 of each year, the Board of Directors of the Association may, after consideration of the then current costs of the then-current maintenance cost and future needs of the Association, fix the regular annual assessment and initial assessment for any subsequent year or years at a lesser amount.

**Notice of Quorum for Action on Assessments.** Written notice of any hearing called for the purpose taking action on any assessment provided herein (including special assessments and a change in annual and initial assessment) shall be sent to all lot Owners by certified mail or hand delivered, not less than five (5) days nor more than thirty (30) days, in advance of the meeting. At least sixty percent (60%) of the lot owners or proxies of owners must be present at such meeting in order to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at this subsequent meeting shall be one-half (½) of the required quorum at the proceeding meeting. In addition, written notice of the regular annual assessment provided herein shall be sent to every lot Owner subject hereto.

**Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of the Association.** (A) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall, together with interest and cost of collection thereof, as hereinafter provided, become a continued lien on the Lot of the non-paying Owner, which lien shall be binding upon such Lot and the Owner thereof, his/her heirs, executors, devisees, personal representatives, and assignee. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The obligation of the then existing Owner to pay such assessment, however, shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessment shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his lot; (B) The Association shall give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying the assessment when such default has not been cured within sixty (60) days, if such mortgagee has requested same; (C.) If any assessment or part thereof is not paid within thirty (30) days after the due date, there will be a late fee added to the assessment in the amount of \$50.00 and the unpaid amount of such assessment along with the late fee shall bear interest from the date of delinquency at the maximum interest rate per year which can be charged to individuals and the Association may, at its election, bring an action at law against the Owner

personally obligated to pay the same in order to enforce payment. The Owner shall also be responsible for all costs of collection, including a reasonable attorney's fee and costs of court.

**Priority of Lien.** As to each Lot subject thereto, the lien to secure payment of an assessment, an establishment by this Declaration, shall have preference over any other liens, assessments, judgments, or changes of whatever nature, except the following: (a) General and special assessments for ad valorem taxes on such Lot; and (b) The lien of any first mortgage on such Lot duly recorded prior to the assessment of the lien specified in this Declaration, or duly recorded after receipt of a written statement for the Board of Directors stating that payments on the assessment giving rise to the lien established pursuant to this Declaration were current as of the date of the recording of the mortgage.

**Subordination of Lien to Mortgages.** The lien upon any lot or parcel provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first mortgage on such lot or parcel made in good faith and for value received and the lien hereunder shall in no way effect the rights of the holder of such first mortgage. Sale or transfer of any Property shall not effect the assessment lien. However, the sale or transfer of any Property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such Property from liability for any assessment thereafter becoming due or from the lien thereof. Such foreclosure, deed, assignment, or other proceeding arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure or the transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure from liability for any maintenance assessment thereafter becoming due, shall have the same effect and be enforced in the same manner as provided herein.

**Ad Valorem Property Taxes.** (A) Each Owner shall be responsible for his own ad valorem taxes; (B) the Association shall be responsible for the payment of ad valorem taxes on lots, parcels, streets, or common areas which the Association may hereinafter take fee title.

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

XXII (As Amended Herein)

**Mailboxes.** Each dwelling shall have a mailbox which is approved by or meets in every respect the requirements set forth by the Architectural Review Committee, which may require its purchase from the Association.

XXIII (As Amended Herein)

**Nuisances.** (A) All pets shall be kept on owner's property and shall not be allowed to freely roam on other Subdivision lots. (B) No burning of any trash and no accumulation of litter, refuse, bulk materials, waste, or trash of any other kind shall be permitted on any Lot. All builders shall provide adequate clean up and disposal of litter, refuse, and waste and salvaged building materials as work progresses on each building project.

XXIV (As Amended Herein)


**Prohibitions.** (A) Except for those of a guest, no automobile or other motor vehicle shall be parked or permitted to remain parked for an extended period of time on a street except during bonafide emergencies. No wrecked or junk vehicle, commercial vehicle, large trailer, truck larger than ¾ tons, house trailer, mobile home, bus, camper, all-terrain vehicle, motorcycle, boat, or machinery or equipment of any kind or character (except such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling, and except such equipment and machinery as the Association may require in connection with the maintenance and operation of any Common Areas) shall be kept within the Property unless such is completely enclosed in a garage. (B) It is understood that builders, sub contractors and service personnel shall have the authority to park on the street during acceptable business hours in order to conduct business.

All the rest and remainder of the Building Restrictions and Protective Covenants for Bridgefield Gardens dated January 10, 2003, and recorded in Book 16C at Page 131, as amended by the Amended Building Restrictions and Protective Covenants for Bridgefield Gardens dated June 1, 2006, and recorded in Book 18L at Page 403, as amended by the Second Amended Building Restrictions and Protective Covenants for Bridgefield Gardens dated March 23, 2007, and recorded in Book 19-C at Page 618 in the land deed records in the office of the Chancery Clerk of Lamar County, not in conflict with the amendments to said Building Restrictions and Protective Covenants contained herein, shall remain in full force and effect.

WITNESS THE SIGNATURES of the Declarants as of the 26<sup>th</sup> day of February, A.D., 2009.

Nate Rolison, Inc., a Mississippi Corporation

Zee Development, LLC, a Mississippi Limited Liability Company

By:   
Printed Name: Nate Rolison  
Title: President

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

POLICIES FOR BRIDGEFIELD GARDENS HOMEOWNERS ASSOCIATION

- 3-6-08 No 4-wheelers are allowed on our roads.  
Per meeting on March 6, 2008.
- 9-30-08 "FOR LEASE" signs cannot be posted in yards.  
Per phone poll by Jason Marshall, Raland Burks, and Terry Maddox.
- 3-19-09 Savings account will be set up for road improvements.  
Per meeting on March 19, 2009.
- 3-19-09 Homeowners cannot hang items over the fence.  
Per meeting on March 19, 2009.

**SECOND AMENDMENT TO THE BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS FOR BRIDGEFIELD GARDENS**

This Second Amendment to the Building Restrictions and Protective Covenants for Bridgefield Gardens, hereinafter sometimes referred to as the "Protective Covenants", is made and executed on this the 23rd day of March 2007, by the Board of Directors of Bridgefield Garden Homeowners Association, Inc. (a non-profit corporation), hereinafter sometimes referred to as the "Board".

WHEREAS, by vote and ratification of a quorum of lot owners, the Bridgefield Garden Homeowners Association adopted certain amendments and additions to the Protective Covenants.

NOW, THEREFORE, in consideration of the advantages to accrue through such amendments to the Protective Covenants, the Bridgefield Garden Homeowners Association, Inc. does adopt the following amendments and additions to the protective covenants to apply to all lots of Bridgefield Gardens:

FILED  
2007 MAR 23 PM 1 10  
WANDA S. SMITH  
CLERK  
BRIDGEFIELD GARDENS HOMEOWNERS ASSOCIATION, INC.

- 1. Paragraph IV of the Protective Covenants is hereby amended to read as follows:

No detached single-family, one story residence shall contain less than 1400 square feet of floor space, exclusive of porches, garages, terraces, patios and courts, and no single-family, one and one half story or two story residence shall contain less than 1400 square feet, exclusive of porches, garages, terraces, patios, and courts. Each residence shall have at least a one-car garage or carport.

- 2. Paragraph XVIII the Protective Covenants is hereby amended to read as follows:

These Building Restrictions and Protective Covenants may be amended by a vote of sixty-six percent (66%) or two-thirds of the then-owners of the Lots in Bridgefield Gardens.

- 3. Paragraph XXI is hereby added to the Protective Covenants.

**Assessments.**

**Assessments Are Not Dues.** The assessments herein mentioned are not intended to be, and shall not be constructed as being, in whole or in part, dues for membership in the Association.

**Creation of the Lien and Personal Obligation for Assessment.** Each Lot Owner is deemed to covenant and agree to pay to the Association the following: (1) A regular annual assessment payable on or before the first day of January for each year thereafter in an amount necessary to maintain each owner's contribution at an amount of Two Hundred and No/100 Dollars (\$200.00) for each parcel or lot owned shall be due; (2) Special assessments for maintenance and improvement as may be desired and required by the Association. Prior to such special assessments being levied, same shall be approved by at least a two-thirds (2/3) vote of members of the Association with each Member being entitled to one (1) vote for each lot or parcel owned. A meeting of the members of

the Association shall be duly called for the purpose of approving any special maintenance or improvement assessment.

**General.** This initial, annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the lot or parcel of Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot or Parcel of Property at the time when the assessment fell due. No Owner shall relieve himself of his personal obligation for delinquent assessments by passing such obligation to his successors in title unless expressly assumed by the successors in title with the written consent and approval of the Board of Directors of the Association.

**Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the owners and occupants of Bridgefield Gardens Subdivision; to defray all costs incurred in properly caring for and maintaining Bridgefield Gardens Subdivision as a prestigious development, and to accomplish the intent of this Declaration. The Assessments provided herein shall include, but not limited to, the costs of providing materials and services to accomplish the following: (a) Maintaining any common areas and open areas within the Property; (b) Maintaining the landscaping at the entrance to Bridgefield Gardens Subdivision ; (c) Maintaining any improvements and amenities, if said improvements are constructed by the Association; (d) General policing of Bridgefield Gardens Subdivision on a regular basis to remove bottles, cans, trash or debris discarded by the public along the streets or roadways; (e) Maintaining utilities, in particular lighting and a sprinkler system, drainage ditches, including, but not limited to lighting and sprinkler systems, and other services which may be provided by the Association; (f) Paying the cost of insurance premiums on any insurance which the Association carries; (g) Paying all ad valorem taxes and other taxes and fees which may accrue to the Association; (h) Provide such other services as the Association may deem to be in the best interests of the development and the members of the Association.

**Changes in Assessments.** After January 1 of each year, the Board of Directors of the Association may, after consideration of the then current costs of providing service hereinabove enumerated, increase the initial or annual assessments to cover the costs of such services. The Board of Directors of the Association may also, after consideration of the then current maintenance cost and future needs of the Association, fix the regular annual assessment and initial assessment for any subsequent year or years at a lesser amount.

**Notice of Quorum for Action on Assessments.** Written notice of any hearing called for the purpose of taking action on any assessment provided herein (including special assessments and a change in annual and initial assessments) shall be sent to all members of the Association by certified mail or hand delivered, not less than five (5) days not more than thirty (30) days, in advance of the meeting. At least sixty percent (60%) of the owners or proxies of owners must be present at such meeting in order to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at this subsequent meeting shall be one-half (1/2) or the required quorum at the proceeding meeting. In addition, written

notice of the regular annual assessment provided herein shall be sent to every Owner subject thereto.

**Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of the Association.** (A) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continued lien on the Lot of the non-paying Owner, which lien shall be binding upon such Lot and the Owner thereof, his/her heirs, executors, devisees, personal representatives and assignee. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The obligation of the then existing Owner to pay such assessment, however, shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessment shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No owner may waiver or otherwise escape liability for the assessment provided herein by abandonment of his lot; (B) The Association shall give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying the assessment when such default has not been cured within sixty (60) days, if such mortgagee has requested same; (C) If any assessment or part thereof is not paid within thirty (30) days after the due date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum interest rate annum which can be charged to individuals and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and attorney's fees to be fixed by the court, together with the costs of the action and/or all costs of foreclosure, including a reasonable attorney's fee.

**Priority of Lien.** As to each Lot subject thereto, the lien to secure payment of an assessment, an establishment by this Declaration, shall have preference over any other liens, assessments, judgments or changes of whatever nature, except the following:

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

**Subordination of Lien to Mortgages.** The lien upon any lot or parcel provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first mortgage on such lot or parcel made in good faith and for value received and the lien hereunder shall in no way effect the rights of the holder of such first mortgage. Sale or transfer of any Property shall not effect the assessment lien. However, the sale or transfer of any Property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such Property from liability for any assessment thereafter becoming due or from the lien thereof. Such foreclosure, deed, assignment or other proceeding arrangement in lieu of foreclosure shall not relieve the

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

**Ad Valorem Property Taxes.** (a) Each Owner shall be responsible for his own ad valorem taxes; (b) the Association shall be responsible for the payment of ad valorem taxes on lots, parcels, streets, or common areas which the Association may hereinafter take fee title.

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

4. Paragraph XXI is hereby added to the Protective Covenants:

**Mailboxes.** Each dwelling shall have a mailbox which is approved by or meets in every respect the requirements set forth by the Architectural Review Committee, which may require its purchase from the Association.

5. Paragraph XXI is hereby added to the Protective Covenants:

**Nuisances.** (1) All pets shall be kept on owner's property and shall not be allowed to freely roam on other Subdivision lots. (2) No burning of any trash and no accumulation of litter, refuse, bulk materials, waste, or trash of any other kind shall be permitted on any Lot. All builders shall provide adequate clean up and disposal of litter, refuse, and waste and salvaged building materials as work progresses on each building project.

6. Paragraph XXI is hereby added to the Protective Covenants:

**Lot Maintenance.** Each lot owner shall be responsible for maintaining the appearance of his or her lot, after improvements have been built on it. This includes, but is not limited to: picking up litter, keeping the grass mowed, picking up, and keeping the property in a general state of repair. It shall be the responsibility of the individual lot owners to maintain appearance of vacant lots, specifically picking up litter and keeping the property in general state of repair.



7. Paragraph XXI is hereby added to the Protective Covenants:

**Prohibitions.** (1) Except for those of a guest, no automobile or other motor vehicle shall be parked or permitted to remain parked for an extended period of time on a street except during bona fide emergencies. No wrecked or junk vehicle, commercial vehicle, large trailer, truck larger than  $\frac{3}{4}$  tons, house trailer, mobile home, bus, camper, all-terrain vehicle, motorcycle, boat, or machinery or equipment of any kind or character (except such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling, and except such equipment and machinery as the Association may require in connection with the maintenance and operation of any Common Areas) shall be kept within the Property unless such is completely enclosed in a garage. (2) It is understood that builders, sub contractors and service personnel shall have the authority to park on the street during acceptable business hours in order to conduct business.

All the rest and remainder of the Building Restrictions and Protective Covenants for Bridgefield Gardens dated January 10, 2003, and recorded in Book 16C at Page 131 and the Amended Building Restrictions and Protective Covenants for Bridgefield Gardens dated June 1, 2006 and recorded in Book 18L at Page 403 in the land deed records in the office of the Chancery Clerk of Lamar County, not in conflict with the amendments to said Building Restrictions and Protective Covenants contained herein shall remain in full force and effect.

SO ADOPTED AND SWORN, this the 23<sup>rd</sup> day of March 2007

**BRIDGEFIELD GARDEN  
HOMEOWNERS ASSOCIATION, INC.**

By: *Raland Burks*  
Name: Raland Burks  
Title: President

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23<sup>rd</sup> day of Mar 2007, within my jurisdiction, the within named Raland Burks who acknowledged that hi is President of Bridgefield Garden Home Owners Association, and that for and on behalf of the said association, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said association so to do.

*Wayne Smith, Chancery Clerk*  
Notary Public *by Ann Davis, D.C.*

My Commission Expires:  
**MY COMMISSION EXPIRES JAN. 7, 2009**



After filing, please return to:  
✓ Bridgefield Gardens Home Owners Association  
Raland Burks, President  
30 Bridgefield Court  
Hattiesburg, Mississippi 39402



CERTIFICATE OF FILING AND RECORDING  
STATE OF MISSISSIPPI - LAMAR COUNTY  
WAYNE SMITH - CHANCERY CLERK  
20 BOOK 19-C PAGE 618  
INDEXED Ann Davis RECORDED Ann Davis ABSTRACTED Ann Davis D.C.

2006 JUN 1 AM 10 54

**AMENDED BUILDING RESTRICTIONS AND  
PROTECTIVE COVENANTS FOR BRIDGEFIELD GARDENS**WAYNE SMITH  
CHANCERY CLERK

The Declarants, being the owners of all the lots in Bridgefield Gardens, Lamar County, Mississippi, do hereby amend the Building Restrictions and Protective Covenants dated January 10, 2003, and recorded in Book 16C at Page 131 in the land deed records in the office of the Chancery Clerk of Lamar County, Mississippi, as follows, to-wit:

1. Paragraph III of the Building Restrictions and Protective Covenants for Bridgefield Gardens is amended to read as follows:

No temporary buildings, mobile homes, modular houses or similar structures may be located, constructed, erected, moved upon or otherwise placed upon any of the lots in Bridgefield Gardens except that the builder of any residence may place tool houses and storage sheds on the lot to house equipment and materials during construction, which said tool houses and storage sheds shall be removed when the construction of the residence has been completed.

2. Paragraph IV of the Building Restrictions and Protective Covenants for Bridgefield Gardens is amended to read as follows:

No detached single-family, one-story residence shall contain less than 1400 square feet of floor space, exclusive of porches, garages, terraces, patios and courts, and no single-family, one and one half story or two story residence shall contain less than 1400 square feet, exclusive of porches, garages, terraces, patios and courts. Each residence shall have at least a one-car garage or carport. Up to a maximum of four (4) lots in the subdivision currently owned by either Durham & Doleac, LLC, or Woodbridge, Inc., (to be later identified by the said Durham & Doleac, LLC, and/or Woodbridge, Inc.) shall not be subject to the minimum 1400 square foot requirement set forth above but shall, instead, be subject to the minimum 1200 square foot requirement contained in the original Building Restrictions and Protective Covenants recorded in Book 16C at Page 131 in the land deed records in the office of the Chancery Clerk of Lamar County, Mississippi.

3. Paragraph XII of the Building Restrictions and Protective Covenants for Bridgefield Gardens is amended to read as follows:

A. Four (4) individuals shall be appointed as the Architectural Review Committee ("the ARC"). Two (2) of the four (4) individuals on the ARC shall be selected by the owners of the lots who are current residents of Bridgefield Gardens as of the date hereof. The remaining two (2) members of the ARC shall be selected by Durham and Doleac, LLC, Woodbridge, Inc., and/or William H. Durham. It is the intent of all the parties hereto that at least fifty percent (50%) of the members

of the ARC be actual current residents of Bridgefield Gardens as of the date hereof.

- B. The ARC shall approve in writing all plans and specifications before any residence, dwelling, structure, building, fence, or other improvements, including additions or remodeling, may be constructed. Any decisions of the ARC concerning the approval of plans and specifications of future construction in Bridgefield Gardens must be made by a majority vote of the membership of the ARC or at least seventy-five percent (75%) of the membership of the ARC.

C. Architectural Control

1. Purpose. The Bridgefield Gardens Architectural Guidelines and Covenants are designed to enable the property owner, architect and contractor to make decisions concerning issues of compatibility and architectural continuity on a site to site basis without restricting creativity or individual preferences. While it is not the intention of the Declarants to inhibit construction of new residences in Bridgefield Gardens, the Declarants recognize that the issue of architectural compatibility of any new construction with existing conventionally-constructed residences in Bridgefield Gardens is a key to maintaining and increasing the monetary values of the existing and future residences.
2. The Plan Review Process. The Architectural Review Committee ("the ARC" or "the committee") is responsible for approval and regulation of all external design decisions by the property owner and shall make any necessary recommendations or judgments to ensure adherence to the Architectural Guidelines, as well as consider the merits of any project due to the specific conditions of the site that are deemed beneficial to adjacent areas, that site or the overall community.
3. Application Procedures. Before clearing, grading activity or construction of any type begins, the property owner or their respective agent must submit a written Application For Approval of the work to be performed. Supplementary documentation and information may be requested by the Committee to further describe the type of work to be undertaken and/or site conditions. Approval by the Committee must be received by the owner prior to beginning any siting, clearing, grading or construction of any type. The Committee shall meet as often as necessary for review of all submissions for property improvement.
4. Design Approval.

- a. Submitted Documents. Two (2) copies of all plans and supporting material must be submitted to the Committee upon completion of design drawings, details and specifications. Plans must be in a customary blueprint format. A majority of the ARC shall, within seven (7) working days, approve or disapprove the documents presented. If the ARC approves in writing the documents as presented, the property owner may proceed with construction. If a majority of the ARC does not approve the documents as submitted, those members of the ARC not approving the documents shall specify in writing why the documents were not approved and the changes required to receive approval of a majority of the ARC. Upon receipt of the notice from the ARC, the property owner shall (1) make the suggested changes and resubmit the documents to the ARC for approval or (2) notify the ARC that he/she/it desires a review of the documents and notice by an independent architect or landscape architect (as the case may be) from the Hattiesburg, Mississippi, area. If the property owner exercises option (2) above, the cost of the review, which shall not exceed \$500.00, shall be borne by the property owner if the architect essentially agrees with the ARC and by the property owners of Bridgefield Gardens if the architect essentially agrees with the property owner. If the architect or landscape architect essentially agrees with the property owner, the property owner may proceed with construction without resubmitting the documents to the ARC. The review by an architect or landscape architect as contemplated herein shall be limited to a consideration of whether the proposed construction or landscaping (as the case may be) is reasonably compatible from an architectural standpoint with the majority of the homes in the subdivision. One copy of these plans will be retained by the Committee and the other will be returned to the property owner or his or her representative agent. Refusal to approve plans on part of the Committee shall not be arbitrary or unreasonable.
  
- b. Amendments. By majority vote, the Architectural Review Committee reserves the right to alter and amend requirements with regard to the form and content of plans and supplemental material submitted by the property owner for approval. Likewise, the Committee may publish additional standards for guiding style and specific details, including material, selection, setbacks and easements, hazardous materials or architectural review.
  
- c. Additional Requirements. The items listed below must be reviewed by the Architectural Review Committee prior to preliminary design approval:

1. Plot plan drawn to scale showing the following:
  - a. All proposed structures.
  - b. North arrow and scale (1"=10' or 1"=20').
  - c. Owner's name, present address and telephone number.
  - d. Architect's/Designer's name, or Owner's representative, present address and telephone number.
2. Floor plan showing overall dimensions and area structure.
3. All major elevations (front, rear, side (2) at 1/4 scale with overall dimensions.
4. Description of all exterior materials, roof material and color.

It will be the responsibility of the property owner to ensure proper design principles have been implemented by the building team. The Committee's approval of plans and specifications or other submitted standards does not imply that these plans, specifications or standards, if followed, will result in a properly designed residence. Approval of plans, specifications or standards will never guarantee that reliable building practices will be utilized.

5. Approval of plans and supporting material will be dated for allowing construction to begin no later than 180 days after such approval. If work has not commenced in this time, approvals will have expired. Further, approved plans and supporting material will be so noted in the front of each sheet.
6. Siting. The Architectural Review Committee will consider each site individually. However, thorough consideration of each plan's effect upon adjacent residential sites, including view corridors, runoff and drainage, vegetative cover and orientation of the home on the site will be given. Careful planning will ensure one home site is not infringed upon by the development of another concerning these issues. More specifically, these conditions include:
  - a. Terrain of the site
  - b. Views from the site, as well as those views to the site from adjacent lots or lake if applicable.
  - c. Landscape potential as a result of existing amenities.
  - d. Existing drainage channels impacted by grading.

e. Height of all proposed structures.

- 7. Topography, Vegetation and Tree Removal. Property owners engaged in construction shall make a reasonable effort to leave as much natural vegetation as possible during the construction process. Also, significant effort must be shown in planning to minimize and control erosion and hazardous runoff or seepage from and within each site.
- 8. Drainage. Water runoff on each building site must be adequately directed to existing natural drainage facilities, not creating discharge or burden for adjacent lots. All grading for drainage purposes must reasonably meet existing grades along the edges of existing trees and vegetation. Filling or excavating against areas of existing vegetation and trees required to be left undisturbed must be minimized.
- 9. Landscaping. The builder and/or owner shall landscape the site in a manner that is reasonably compatible with other homes in Bridgefield Gardens. The landscaping shall be completed within one hundred twenty (120) days from the date of completion of construction on any residence. Any significant changes to the landscaping by a property owner must be approved by the ARC.
- 10. The owner of the property on which the residence is being constructed is responsible for seeing that what is built on the site conforms to what was approved by the ARC. If the construction does not conform to what is approved by the ARC, any two (2) members of the ARC may notify the property owner concerned in writing specifically what the non-conformity is. The property owner shall have seven (7) working days to respond to the ARC. If any two (2) members of the ARC still believe that the construction is not in conformity with what was approved by the ARC, they shall notify the property owner in writing of this fact, and the property owner shall have twenty (20) days within which to begin the process of bringing the construction into conformity with what was approved by the ARC. If, at the conclusion of twenty (20) days, the property owner has not begun to bring the construction into conformity with what was approved by the ARC, the owner shall pay to the Bridgefield Gardens Owners Association the sum of One Hundred Dollars (\$100.00) per day until the construction begins to be brought into conformity with what was approved by the ARC.

D. When the developers, Durham & Doleac, LLC, and Woodbridge, Inc., shall have sold seventy-five percent (75%) of the lots in Bridgefield Gardens or on January 1, 2008, whichever comes first, the owners of the lots who actually reside in Bridgefield Gardens shall appoint one (1) additional member to the

Architectural Review Committee, and the developers, Durham & Doleac, LLC, and Woodbridge, Inc., will appoint only one (1) member to the Architectural Review Committee, resulting in the lot owners who actually reside in Bridgefield Gardens being represented by at least three (3) of the four (4) members of the Architectural Review Committee.

4. Paragraph XIV of the Building Restrictions and Protective Covenants for Bridgefield Gardens shall be amended to read as follows:

No animals, livestock, or poultry of any kind shall be housed, raised, or kept on any tract of property either temporarily or permanently, except those commonly accepted as domestic household pets provided that they are not kept or maintained for any commercial purpose. Outdoor animal pens and houses, including runs, shall not be constructed without approval of the ARC. Swingsets and other similar permanent outdoor structures shall not be permanently placed on any lot without the approval of the ARC. Outdoor clotheslines are prohibited in Bridgefield Gardens.

5. Paragraph XVIII is hereby added to the Building Restrictions and Protective Covenants for Bridgefield Gardens.

These Building Restrictions and Protective Covenants may be amended by a vote of seventy-five percent (75%) of the then-owners of the lots in Bridgefield Gardens.

6. Paragraph XIX is hereby added to the Building Restrictions and Protective Covenants for Bridgefield Gardens.

All lot owners agree to become members of an Owner's Association with each member of the Owner's Association having one (1) vote for each lot owned. The Owner's Association shall be formed as a non-profit, non-share corporation formed under the laws of the State of Mississippi. Woodbridge, Inc., and Durham & Doleac, LLC shall not be members of any Owner's Association until such time as Durham & Doleac, LLC, and Woodbridge, Inc., shall have sold seventy-five per cent (75%) of the lots in Bridgefield Gardens, or until January 1, 2008, whichever comes first.

7. Paragraph XX is hereby added to the Building Restrictions and Protective Covenants for Bridgefield Gardens.

No owner of property in Bridgefield Gardens may lease his/her/their property to any person for a period of less than six (6) months. It is the intention of the Declarants that persons living in Bridgefield Gardens be permanent, rather than transient, residents of Bridgefield Gardens.



All the rest and remainder of the Building Restrictions and Protective Covenants dated January 10, 2003, and recorded in Book 16C at Page 131 in the land deed records in the office of the Chancery Clerk of Lamar County, not in conflict with the amendments to said Building Restrictions and Protective Covenants contained herein shall remain in full force and effect..

WITNESS THE SIGNATURES of the Declarants as of the 4<sup>th</sup> day of January, A.D. 2006.

**DURHAM & DOLEAC, LLC, a Mississippi limited liability company**

By: William H. Durham  
Printed Name: William H. Durham  
Title: Member

**WOODBIDGE, INC., a Mississippi corporation**

By: Mandus J. Byrd  
Printed Name: Mandus J. Byrd  
Title: Asst. Secretary

Nate M. Rolison  
Nate M. Rolison

Lori S. Steele  
Lori S. Steele

Amanda Flacomio  
Amanda Flacomio

Rachel Lott Sullivan  
Rachel Lott Sullivan

Floy N. Sittrunk  
Floy N. Sittrunk

Karen Brooks Donald  
Karen Brooks Donald

Barbara N. Samuels  
Barbara Samuels  
~~James L. Babington Deceased~~

Virginia S. Babington  
Virginia S. Babington

Jeffrey D. Strickland  
Jeffrey D. Strickland

Jason Edward Marshall  
Jason Edward Marshall

Joanna K. Brown  
Joanna K. Brown

Deborah S. Duff  
Deborah S. Duff

William Edsel Herrington  
William Edsel Herrington

Erma Nell Herrington  
Erma Nell Herrington

Patricia H. Nelson  
Patricia H. Nelson

Kati M. Kelley  
Kati M. Kelley

Richard L. Maddox  
Richard L. Maddox

410

Terry L. Maddox  
Terry L. Maddox

Gloria B. Daley  
Gloria B. Daley

Nanette E. Callais  
Jessica S. Wild NANETTE E. CALLAIS

Michael W. Beane  
Michael W. Beane

Daniel Z. Boone  
Daniel Z. Boone

Heather E. Hearn  
Heather E. Hearn

Louise C. Klefer  
Louise C. Klefer

Beth A. Stuart  
Beth A. Stuart

Patricia Bayles-Myrick  
Patricia Bayles-Myrick

Raland Burks  
Raland Burks

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 5th day of January, A.D. 2006., within my jurisdiction, the within named William H. Durham who acknowledged that he is a member of Durham & Doleac, LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he signed, executed and delivered the above and foregoing instrument after ~~first~~ having been duly authorized by said corporation so to do.

(SEAL)



Katherine C. Pope  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

J. Lavon Smith  
J. Lavon Smith

DeLois L. Smith  
DeLois L. Smith

Charles Michael Smith, Jr.  
Charles Michael Smith, Jr.

Waldron Properties, LLC  
Waldron Properties, LLC

By: Murray H. Woodard  
Printed Name: MURRAY H. WOODARD  
Title: MANAGING MEMBER

First Capital Investments  
First Capital Investments

By: Jon Bostick  
Printed Name: Jon Bostick  
Title: President

Encore Bridgefield, LLC  
Encore Bridgefield, LLC

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Kimberly S. Burks  
Kimberly S. Burks

Terry L. Maddox

Gloria B. Daley

~~William S. White~~

~~Michael W. Beche~~

Daniel Z. Boone

Heather E. Hearn

Louise C. Klefer

Beth A. Stuart

Patricia Bayles-Myrick

Roland Burks

J. Lavin Smith  
J. Lavin Smith

DeLois L. Smith  
DeLois L. Smith

~~DeLois L. Smith~~

Waldron Properties, LLC

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

First Capital Investments

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Encore Bridgefield, LLC

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Kimberly Burks

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 5th day of January, A.D. 2006., within my jurisdiction, the within named William A. Durham who acknowledged that he is a member of Durham & Doleac, LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he signed, executed and delivered the above and foregoing instrument after ~~first~~ having been duly authorized by said corporation so to do.

(SEAL)



Katherine C. Pope  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 4th day of January, A.D. 2006., within my jurisdiction, the within named Marcus G. Byrd, who acknowledged that he is Assistant Secretary of Woodbridge, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, he signed, executed and delivered the above and foregoing instrument after first having been duly authorized by said corporation so to do.

(SEAL)



Katherine C. Pope  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 8th day of March, A.D. 2006., within my jurisdiction, the within named Nate M. Rolison, who acknowledged that he signed, executed and delivered the above and foregoing instrument.

(SEAL)

Diane S. Rawson  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 10th day of March, A.D. 2006., within my jurisdiction, the within named Lori S. Steele, who acknowledged that she signed, executed and delivered the above and foregoing instrument.

(SEAL)



Diane S. Rawson  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 10<sup>th</sup> day of March, A.D. 2006., within my jurisdiction, the within named **Amanda Flaccomio**, who acknowledged that she signed, executed and delivered the above and foregoing instrument.

(SEAL)



Dixie S Rawson

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 10<sup>th</sup> day of May, A.D. 2006., within my jurisdiction, the within named **Rachel Lott Sullivan**, who acknowledged that she signed, executed and delivered the above and foregoing instrument.

(SEAL)



Katherine C. Poe

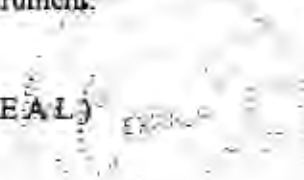
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 23<sup>rd</sup> day of March, A.D. 2006., within my jurisdiction, the within named **Floy N. Sistrunk**, who acknowledged that she signed, executed and delivered the above and foregoing instrument.

(SEAL)



Dixie S Rawson

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

41A

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 4<sup>th</sup> day of May, A.D. 2006., within my jurisdiction, the within named **Karen Brooks Donald**, who acknowledged that she signed, executed and delivered the above and foregoing instrument.

(SEAL)



Katherine C. Pope  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 7<sup>th</sup> day of March, A.D. 2006., within my jurisdiction, the within named **Barbara N. Samuels**, who acknowledged that he signed, executed and delivered the above and foregoing instrument.

(SEAL)



Dixie S. Lawson  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2006., within my jurisdiction, the within named **James L. Bahington**, who acknowledged that he signed, executed and delivered the above and foregoing instrument. **DECEASED**

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 3<sup>rd</sup> day of March, A.D. 2006., within my jurisdiction, the within named **Virginia S. Babington**, who ~~acknowledged~~ acknowledged that she signed, executed and delivered the above and foregoing instrument.

(SEAL)

*Dixie S. Rawson*

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 10<sup>th</sup> day of March, A.D. 2006., within my jurisdiction, the within named **Jeffrey D. Strickland**, who acknowledged that he signed, executed and delivered the above and foregoing instrument.

(SEAL)



*Katherine C. Pope*

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 9<sup>th</sup> day of March, A.D. 2006., within my jurisdiction, the within named **Jason Edward Marshall**, who acknowledged that he signed, executed and delivered the above and foregoing instrument.

(SEAL)

*Dixie S. Rawson*

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 3<sup>rd</sup> day of March, A.D. 2006., within my jurisdiction, the within named **Joanna K. Brown**, who acknowledged that she signed, executed and delivered the above and foregoing instrument.

(SEAL)



Katherine C. Pope  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 19<sup>th</sup> day of April, A.D. 2006., within my jurisdiction, the within named **Deborah S. Duff**, who acknowledged that she signed, executed and delivered the above and foregoing instrument.

(SEAL)



Katherine C. Pope  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 15<sup>th</sup> day of February, A.D. 2006., within my jurisdiction, the within named **William Edsel Herrington**, who acknowledged that he signed, executed and delivered the above and foregoing instrument.

(SEAL)

Diane S. Rawson  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 14<sup>th</sup> day of February, A.D. 2006., within my jurisdiction, the within named **Erma Nell Herrington**, who acknowledged that he signed, executed and delivered the above and foregoing instrument.

(SEAL)

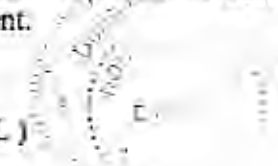


Dixie S Rawson  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 14<sup>th</sup> day of February, A.D. 2006., within my jurisdiction, the within named **Patricia H. Nelson**, who acknowledged that he signed, executed and delivered the above and foregoing instrument.

(SEAL)



Dixie S Rawson  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 15<sup>th</sup> day of March, A.D. 2006., within my jurisdiction, the within named **Kati M. Kelley**, who acknowledged that she signed, executed and delivered the above and foregoing instrument.

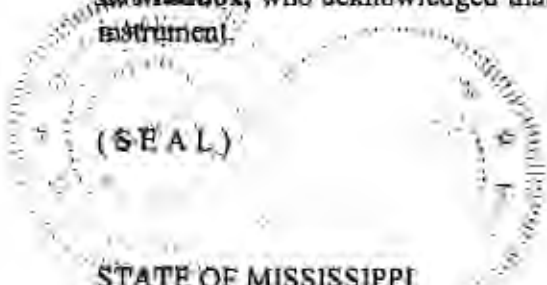
(SEAL)



Dixie S Rawson  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 7<sup>th</sup> day of March, A.D. 2006., within my jurisdiction, the within named **Richard L. Maddox**, who acknowledged that he signed, executed and delivered the above and foregoing instrument.



Dixie S Lawson  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 6<sup>th</sup> day of April, A.D. 2006., within my jurisdiction, the within named **Terry L. Maddox**, who acknowledged that he signed, executed and delivered the above and foregoing instrument.

(SEAL)

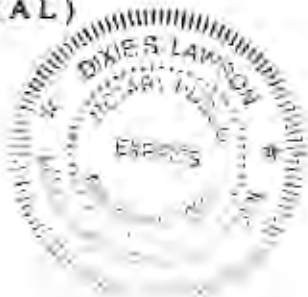


Katherine C Pope  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 8<sup>th</sup> day of May, A.D. 2006., within my jurisdiction, the within named Jan Bostick, who acknowledged that he is 1<sup>st</sup> President of **First Capital Investments**, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he signed, executed and delivered the above and foregoing instrument after first having been duly authorized by said corporation so to do.

(SEAL)



Dixie S Lawson  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 23 day of May, A.D. 2006., within my jurisdiction, the within named ~~Jessica S. Wild~~ <sup>Nanette E. Callais</sup>, who acknowledged that he signed, executed and delivered the above and foregoing instrument.

(SEAL)



*Katherine C. Pope*  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_ day of \_\_\_\_\_, A.D. 2006., within my jurisdiction, the within named ~~Michael W. Beane~~, who acknowledged that he signed, executed and delivered the above and foregoing instrument.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_ day of \_\_\_\_\_, A.D. 2006., within my jurisdiction, the within named ~~Daniel Z. Boone~~, who acknowledged that he signed, executed and delivered the above and foregoing instrument.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_ day of \_\_\_\_\_, A.D. 2006., within my jurisdiction, the within named **Heather E. Hearn**, who acknowledged that she signed, executed and delivered the above and foregoing instrument.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 4<sup>th</sup> day of May, A.D. 2006., within my jurisdiction, the within named **Louise C. Kiefer**, who acknowledged that she signed, executed and delivered the above and foregoing instrument.

(SEAL)



Katherine C. Pope  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 7<sup>th</sup> day of April, A.D. 2006., within my jurisdiction, the within named **Beth A. Stuart**, who acknowledged that she signed, executed and delivered the above and foregoing instrument.

(SEAL)



Dixie S. Lawton  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_ day of \_\_\_\_\_, A.D. 2006., within my jurisdiction, the within named **Patricia Bayles-Myrick**, who acknowledged that she signed, executed and delivered the above and foregoing instrument.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

*Raland Burks and Kimberly S Burks*

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 4<sup>th</sup> day of May, A.D. 2006., within my jurisdiction, the within named ~~Charles Michael Smith, Jr.~~ **Charles** *Michael Smith, Jr.* who acknowledged that he signed, executed and delivered the above and foregoing instrument.

(SEAL)



*Katherine C. Pope*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 12<sup>th</sup> day of April, A.D. 2006., within my jurisdiction, the within named Murray L. Waldron, who acknowledged that he is Managing Member of Waldron Properties, LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he signed, executed and delivered the above and foregoing instrument after first having been duly authorized by said limited liability company so to do.

(SEAL)

*Murray L. Waldron*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 17<sup>th</sup> day of MAY, A.D. 2006., within my jurisdiction, the within named **Patricia Bayles-Myrick**, who acknowledged that she signed, executed and delivered the above and foregoing instrument.

*Patricia Bayles-Myrick*



Jannie M. Starnes  
NOTARY PUBLIC  
My Commission Expires: 6-23-08

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_ day of \_\_\_\_\_, A.D. 2006., within my jurisdiction, the within named **Charles Michael Smith, Jr.**, who acknowledged that he signed, executed and delivered the above and foregoing instrument.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_ day of \_\_\_\_\_, A.D. 2006., within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he is \_\_\_\_\_ of **Waldron Properties, LLC**, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he signed, executed and delivered the above and foregoing instrument after first having been duly authorized by said limited liability company so to do.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 11<sup>th</sup> day of May, A.D. 2006., within my jurisdiction, the within named **J. Lavon Smith**, who acknowledged that he signed, executed and delivered the above and foregoing instrument.

(SEAL)



*Katherine C. Pope*  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 11<sup>th</sup> day of May, A.D. 2006., within my jurisdiction, the within named **DeLois L. Smith**, who acknowledged that she signed, executed and delivered the above and foregoing instrument.

(SEAL)



*Katherine C. Pope*  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

424

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27 day of May, 2006, within my jurisdiction, the within named Shirley B. Daley, who acknowledged that he/she signed, executed and delivered the above and foregoing instrument.



Dore S. Franzen  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he/she signed, executed and delivered the above and foregoing instrument.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he/she signed, executed and delivered the above and foregoing instrument.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

CERTIFICATE OF FILING AND RECORDING  
STATE OF MISSISSIPPI • LAMAR COUNTY  
WAYNE SMITH • CHANCERY CLERK  
BOOK 18-L PAGE 403  
INDEXED  RECORDED  ABSTRACTED   
Anna Davis D.C.

