

**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SLATE SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SLATE SUBDIVISION is made and entered into as of the ____ day of May, 2024, by **Slate Development, LLC**, a Mississippi Limited Liability Company (hereinafter referred to as “Slate Development”). Slate Development is referred to herein as the “Declarant”.

WHEREAS, Declarant is the owner of certain real property situated in Lamar County, Mississippi, more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes as if copied at length herein, the same being known as the proposed “Slate Subdivision”, a subdivision, evidenced by a plat which will be filed with the Chancery Clerk of Lamar County, Mississippi, and Declarant desires that Slate Development create and develop thereon a residential community with designated common areas and with common facilities, for the benefit of the community; hereinafter referred to as the “Property”; and

WHEREAS, Declarant desires to provide for the preservation of the values in said community and for the maintenance of certain areas as may be designated by the Owners and, to this end, desire to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof; and

WHEREAS, the primary purpose of these covenants and the foremost consideration in the origin of same has been the creation of a residential community which is aesthetically pleasing and functionally convenient, Declarant has deemed it desirable, for the efficient preservation of the values in said community, to provide for an agency to which would be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collecting and disbursing the assessment and charges hereinafter created; and

WHEREAS, at a future date selected by Slate Development, in its sole and unrestricted discretion, the SLATE HOMEOWNERS ASSOCIATION, INC., (hereinafter referred to as the “Association”) shall be established and given ownership interest in the Common Areas described on Exhibit B attached hereto and made a part hereof for all purposes as if copied at length herein, and until that occurs, an individual Manager of Slate Development shall act as the Board of Directors of the Association and generally conduct itself according to the covenants, conditions and restrictions set forth herein;

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

ARTICLE I.
PROPERTY RIGHTS

SECTION 1. OWNERS EASEMENT OF ENJOYMENT. Every owner of a lot in Slate Subdivision (herein referred to as “Owner(s)”) shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association by and through its Board of Directors, to levy reasonable admission and other fees for the use of any community facilities (excluding streets, roads and parking areas which have been accepted by Lamar County, Mississippi for maintenance) situated upon the property by the Owners and their families, tenants and guests; provided, however, that any such fees shall be charged on a uniform basis for each Owner; and

(b) The right of the Association to suspend any Owner’s voting rights and any Owner’s right to use the Common Areas and community facilities (except rights to use streets, roadways and parking areas, which latter rights shall not be subject to suspension for any reason) for any period during which any assessment remains unpaid, and for not more than sixty (60) days for any single non-continuing infraction of any of the published rules and regulations of the Association; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless two-thirds (2/3) of the then members of the Association (hereinafter referred to as “Member(s),” all of whom shall be Owners, as provided herein) consent to such dedication, transfer, purpose and conditions, at a special meeting of the Members duly called for such purpose or an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of Members has been recorded; and

(d) The right of the Association, in accordance with its Charter of Incorporation and Bylaws (defined herein as the Bylaws of the Association), to borrow money for the purpose of improving the Common Area and community facilities in a manner designed to promote the enjoyment and welfare of the Owners, and in aid thereof to mortgage any Common Area and community facilities, provided, however, that no borrowing shall be done and no mortgage shall be executed unless and until same has been approved by the vote of at least two-thirds (2/3) of Members; and

(e) The right of the Association to take such steps as are reasonably necessary to protect the Property of the Association against mortgage default and foreclosure; provided, however, that any such steps are in conformity with the other provisions of this Declaration; and

(f) The right of the Association to adopt reasonable rules respecting use of the Common Areas and community facilities to reasonably limit the number of guests of Owners who may use any facilities on the Property; and

(g) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Developers or any other person, provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the Owners to the use and enjoyment of the Common Areas and community facilities; and

(h) The right of the Association, acting by and through its Board of Directors, to open the Common Areas and community facilities, or any portions thereof, to a wider group of persons all for such purposes and on such bases as the Board of Directors may from time to time consider appropriate; and

(i) The rights of the Owners to perpetual easements over and upon any of the Common Areas and community facilities for such portions of their dwellings that may overhang or otherwise encroach upon any of the Common Areas or community facilities, for support, for the purpose of necessary repairs and maintenance, for maintenance and reasonable appurtenances to the dwellings, and for reasonable ingress and egress to and from any dwelling through and over the Common Areas and community facilities; and

(j) The right of each Owner to use the streets, roadways, and vehicular parking areas situated upon Common Areas and community facilities; provided, however, that each Member shall comply in all respects with all supplementary rules and regulations which are not inconsistent with the provisions of this Declaration and which the Board of Directors of the Association may from time to time adopt and promulgate with respect to parking and traffic control upon the Common Areas and community facilities; and

(k) The right to dedicate or grant to Lamar County, or such other governmental authority having jurisdiction over the Property, the streets and rights-of-way as shown on the recorded plat of Slate Subdivision and all additions thereto as annexed pursuant to the provisions of this Declaration. In the event that said streets and rights-of-way have not been dedicated to Lamar County or to the governmental authority having jurisdiction over the Property, the Association shall have the right to dedicate said streets and rights-of-way to such governmental authority at such time that such authority will accept the dedication thereof and agree to maintain the streets and rights-of-way as public streets.

SECTION 2. RIGHTS NOT SUBJECT TO SUSPENSION. Notwithstanding anything in this Declaration to the contrary, the Association shall have no authority to suspend, either temporarily or permanently, any of the rights specified in subparagraphs (i) and (j) of Section 1 of this **ARTICLE I** for any reason whatsoever.

SECTION 3. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Common Areas and facilities to the members of the Owner's family (as defined elsewhere in these covenants) who reside permanently with the Owner, the Owner's tenants or contract purchasers who reside on the property and guests, all subject to such reasonable rules and regulations as the Board of Directors of the Association may adopt and uniformly apply and enforce.

ARTICLE II. **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

SECTION 1. MEMBERSHIP.

Every person who is, or who hereafter becomes, an owner of record of the fee title to a parcel of the property described herein shall automatically be a Member of the Association.

SECTION 2. VOTING RIGHTS. For all purposes, the voting rights of the Members shall be as follows:

(a) Each person other than Slate Development who is or who hereafter becomes the Owner of a lot in Slate Subdivision shall be entitled to one (1) vote for each full acre owned, provided, however, that no Member shall have less than one vote. The Association shall confirm the number of votes that each Member may cast in all voting matters.

(b) Slate Development, and the nominee or nominees, if any, of Slate Development, shall be Members of the Association and shall be entitled to three (3) votes for each acre owned.

SECTION 3. MEMBERSHIPS APPURTENANT TO REAL PROPERTY. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant.

SECTION 4. SLATE DEVELOPMENT'S RIGHTS FOR ADDITIONAL PROPERTY. If Slate Development, by annexation to the property in accordance with the Declaration, should add additional property to the property heretofore subject to the Declaration, then Slate Development shall be entitled to vote in accordance with **ARTICLE II, SECTION 2(b)** above for each of these lots. Further, all rights and privileges of Slate Development shall be applied to these additional lots.

SECTION 5. OTHER VOTING PROVISIONS. If the fee title to a particular Lot is owned of record by more than one person or entity, then the vote appurtenant to such Lot may be exercised by any one (1) of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said Lot shall not be counted.

ARTICLE III
COVENANTS FOR ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

Slate Development, for each Lot owned by it within the Properties (defined as the Lots within the Subdivision), hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual maintenance assessments or charges for purposes set forth in **ARTICLE III, SECTION 2** and (2) special assessments for capital improvements as set forth in **ARTICLE III, SECTION 4**, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special individual assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the owner of such property at the time when the assessment fell due.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessment levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties, and particularly for the improvement and maintenance of the Common Areas; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of the Common Areas, including but in no way limited to the following:

(a) The amount of all operating expenses for operating the Common Areas and Common Facilities and furnishing the services furnished to or in connection with the Common Areas and Common Facilities such as signage, security, trails, sidewalks, fences, gates, bridges, streetlights, plants and beds, nature areas, green space and any other property, furnishing, fixtures or improvement owned or leased by the Association within the subdivision, including charges by the Association for any services furnished by it; and

(b) The cost of necessary management and administration of the Common Areas and Common Facilities, including fees paid to any managing agents; and

(c) The amount of all taxes and assessments levied against the Common Areas and Common Facilities; and

(d) The cost of fire and extended coverage and liability insurance on the Common Areas and Common Facilities and the cost of such other insurance as the Association may place in force with respect to the Common Areas and Common Facilities; and

(e) The cost of maintaining, replacing, repairing and landscaping the Common Areas and Common Facilities (including, without limitation, the cost of maintaining, replacing and repairing the sidewalks, streets, trails, fences, playground and any other facilities owned or leased by the Association other than those accepted by Lamar County, Mississippi or other such governmental authority for maintenance) and open areas in the Property, and the cost of such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(f) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacement.

SECTION 3. ANNUAL ASSESSMENT

(a) The Board of Directors of the Association shall set the annual assessment and will also decide the frequency of the payment, whether monthly, quarterly, semi-annually or annually.

(b) Annual assessments for Slate Development shall be one-third (1/3) of the amount assessed to a non-Slate Development lot owner and this special assessment rate shall remain in effect as to Slate Development until such time as Slate Development owns twenty percent (20%) or fewer of the Lots.

(c)

SECTION 4. SPECIAL ASSESSMENTS.

(a) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes cast by Members who are voting in person or by proxy at a meeting duly called for this purpose.

(b) Special Assessments for Work Performed by Declaration of the Association. The Association is hereby authorized to assess any Lot for cost of all work or activity performed on any such Lot pursuant to **ARTICLE VIII** or **ARTICLE IX**.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under **SECTIONS 3** and **4** shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

SECTION 6. UNIFORM RATE OF ANNUAL AND SPECIAL ASSESSMENTS. Both annual and special assessments for capital improvements must be fixed at a uniform rate for each rounded acre and shall be payable as set forth in **SECTION 7**. For purposes of these covenants, rounded acres shall be determined as follows: if own between .1 through 1.49 acres = 1 rounded acre; if own between 1.5 through 2.49 acres = 2 rounded acres; if own between 2.5 through 3.49 acres = 3 rounded acres, and continuing in this pattern.

SECTION 7. DATE OF COMMENCEMENT OF ASSOCIATION. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates shall be established by the Board of Directors.

SECTION 8. DUTIES OF THE BOARD OF DIRECTORS WITH RESPECT TO ASSESSMENTS.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each rounded acre for each assessment period at least thirty (30) days in advance of such date or period, and shall, at the time, prepare a roster of the Lots and their associated rounded acre and the total assessments applicable thereto which shall be kept in the office of the Association.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Member subject thereto.

(c) The Board of Directors shall, upon demand at any time, furnish to any Member liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificate.

SECTION 9. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE MEMBER: THE LIEN: REMEDIES OF 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 continuing lien on the Lot of the non-paying Member, which lien shall be binding upon such Lot and the Owner thereof, his/her heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to accept or reject, in its sole and absolute discretion, partial payment of an assessment and demand the full payment thereof. The obligation of the then existing Owner to pay each assessment, however, shall remain the Owner's 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 the Owner's 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 any assessment when such default has not been cured within sixty (60) days, pursuant to **ARTICLE XII, SECTION 6** of the Declaration.

(c) If any assessment or any part thereof is not paid within forty (40) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum interest rate per 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 and/or to foreclose the lien against the Property subject thereof after giving Notice to the holder of any Recorded First Mortgage as set out in **ARTICLE XII**. 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 a reasonable attorney's fee to be fixed by the court, together with the costs of the action and/or all costs of foreclosure, including attorney's fees.

SECTION 10. RESERVES AND REPLACEMENTS. The Association shall establish and maintain a reserve fund for replacement of the Common Areas and community facilities, and shall allocate and pay to such reserve fund whatever amount may be designated from time to time by the Board of Directors. Amounts paid into such fund shall be conclusively deemed to be a common expense of the Association, and such amounts may be deposited in any banking institution, or, in the discretion of the Board of Directors, may be invested in obligations fully guaranteed as to principal by the United States of America. The reserve for replacements is for the purpose of effecting the replacement of the Common Areas and community facilities, for major repairs to any sidewalk, parking areas, streets or roadways, trails, playground and any other facility on the Property, for such equipment replacement, and for startup expense and operating contingencies of a non-recurring nature related to the Common Areas and community facilities. The Association may establish such other reserve for such other purpose as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of each Member in any such reserves shall be considered an appurtenance to the Owner's Lot, and shall not be withdrawn, assigned or transferred separately from or otherwise than as an appurtenance to the Lot to which it appertains, and shall be deemed to be transferred with such Lot.

SECTION 11. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessment provided herein shall be subordinate to the lien of any Recorded First Mortgage. (The term "mortgage" as used throughout this document shall refer as well to a deed of trust.) Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosures or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from Liability for any assessments thereafter becoming due from the lien thereof.

SECTION 12. EXEMPT PROPERTY. The following Property subject to this Declaration shall be exempt from the assessments, charge and lien created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use.
- (b) All areas unplatted or reserved by Slate Development on the recorded plat of the Property.

ARTICLE IV.
GENERAL POWERS AND DUTIES OF BOARD
OF DIRECTORS OF THE ASSOCIATION

SECTION 1. POWERS AND DUTIES. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have all the power and authority to do all acts and things except those which by Law or by the Declaration or by the Charter or by the Bylaws may be exercised and done only by the Members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

- (a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of the Bylaws and this Declaration; and
- (b) To provide for the establishment, assessment, collection, use and expenditures of assessments and carrying charges from the Members, and for the filing and enforcement of liens thereof in a manner consistent with law and the provisions of the Bylaws and this Declaration; and
- (c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide service on the project in a manner consistent with law and the provisions of the Bylaws and this Declaration; and
- (d) To provide for the promulgation and enforcement of such rule, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including, but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and community facilities by the Members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and the provisions of the Bylaws and this Declaration; and
- (e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during then current fiscal year; and
- (f) To purchase insurance upon the Common Areas and community facilities in a manner provided for in the Bylaws and this Declaration; and
- (g) To repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of the Bylaws and this Declaration and otherwise improve the Common Areas and community facilities; and
- (h) To lease and to grant licenses, easements, rights-of-way, and other rights of use in all or any part of the Common Areas and community facilities; and
- (i) To purchase Lots and so lease, mortgage or convey the same, subject to the provisions of the Bylaws and this Declaration.

ARTICLE V.
INSURANCE

- (a) The Association shall obtain fire and extended coverage and comprehensive public liability insurance in such limits, form, and companies, as the Board shall deem advisable to adequately insure the Common Areas and Common Facilities and protect the Owners from and against liability in connection with the Common Area.
- (b) All costs, charges and premiums for all insurance authorized by the Board as provided herein shall be a common expense of all Owners and a part of the assessment.
- (c) Each Owner shall keep his/her residence insured at all times for its full replacement value against losses due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, and smoke, and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to these hazards, each Owner shall promptly repair or rebuild his/her residence from the insurance proceeds. Repair or reconstruction of the improvements as used here shall mean restoring the improvements to substantially the same condition which existed prior to the damage.
- (d) Each Owner shall furnish the Association with a copy of his/her insurance policy. Each Owner does, by his/her acceptance of a deed, irrevocably constitute and appoint the Association his/her true and lawful attorney in his/her name, place, and stead for the purpose of accomplishing the repair or reconstruction of the improvements in the event the Owner fails or refuses to carry out any of the provisions contained herein. If insurance proceeds are insufficient to cover the cost of reconstruction, then the Association may pay the excess and the cost thereof shall become a part of the assessment to which said Lot is subject.
- (e) Each Owner shall be responsible at his/her own expense and cost for his/her own personal insurance on the contents of his/her own residence, carport or parking space, including decorations, furnishing and personal property stored elsewhere on the Properties; and for his/her personal liability not covered by liability insurance for all Owners obtained as a part of the common expense.

ARTICLE VI.
AD VALOREM AND PROPERTY TAXES

Each Owner shall be responsible for and promptly pay ad valorem and property taxes on his/her Lot. The Association shall pay the ad valorem and property taxes on the Common Area and common facilities.

ARTICLE VII.
ARCHITECTURAL CONTROL AND OWNERS' RESPONSIBILITIES

SECTION 1. ARCHITECTURAL REVIEW.

(a) The Architectural Review Committee shall be composed of one (1) person, being the Manager of Slate Development, LLC, or its successors or assigns. No residence, dwelling, parking pad, structure, building, fences, deck or other improvements, including additions and remodeling, shall be constructed, erected, built, moved upon or otherwise placed upon any of said Parcels or a portion thereof until said Architectural Review Committee must first have approved the plans and specifications thereof in writing.

(b) No residence shall be modified, constructed, built or placed on any Parcel in the subdivision unless the Architectural Review Committee shall have approved the location of improvements and the exterior appearances and color of the residence, including, but not limited to, brand, style and color of roofing materials, roof pitch, eave elevation and structure elevation, color of all exterior walls and brick, surfaces and material of all exterior walls, the material composition and location of all driveways, parking pads, and sidewalks; window locations and material types; trim and exterior wall surface paint colors, stucco colors, composition of exposed exterior steps; location and appearance of drainage culverts and retaining walls, all landscaping, exterior lighting, location and material for all mailboxes and mailbox posts; location and material types for all fences. The Architectural Review Committee established herein shall establish and approved building materials, colors and specifications for all exterior materials and colors.

(c) The powers of the Architectural Review Committee include, without limitation, to (i) approve the architect, builder (general contractor), landscape architect and landscaper proposed to be used by the Owner and (ii) to approve house plans, plans for clearing, and landscaping, (including, without limitation, irrigation, grading & plantings).

(d) Two (2) copies of all plans which shall be prepared by either a registered land surveyor, architect, engineer or other acceptable certified professional, and related data shall be furnished the Architectural Review Committee. Related data shall include material lists and other information requested by the Architectural Review Committee. One copy shall be retained by the Architectural Review Committee and the other copy shall be retained by the Property Owner or Builder marked "Approved" or Disapproved". Approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event the Board, or its designated Architectural Review Committee, fails to approve or disapprove such design and location within thirty (30) days after all requested plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The decisions of the Architectural Review Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Architectural Review Committee (or any policy, standard, or guideline established by the Architectural Review Committee) may appeal the decision of the Architectural Review Committee to the Board of Directors, and upon written request, such members shall be entitled to a hearing before the Board of Directors who, by unanimous vote, may overturn the decision of the Architectural Review Committee.

(e) Prior to beginning construction, all builders must be pre-certified by the Architectural Review Committee and agree to the (i) Architectural Guidelines, (ii) Architectural Control Standards and (iii) Construction Rules attached hereto and made a part of these Covenants and Restriction as Exhibit C, Exhibit D, and Exhibit E, respectively, attached hereto and made a part hereof for all purposes as if copied at length herein. Compliance with these Covenants, including the Exhibits hereto, may form part of the basis for the approval or disapproval of plans and specifications by the Architectural Review Committee as set forth in these Covenants.

(f) No certification of a builder, no approval of plans and specifications, and no publication or architectural standards bulletin shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The Board of Directors or Architectural Review Committee may require payment of a cash fee, as established from time to time by the Board of Directors, to partially compensate for the expense of reviewing plans or related data, at the time they are submitted for review. This paragraph shall not apply to any Property utilized by a governmental agency or institution.

(g) Refusal of approval of plans, specifications, or location may be based by the Architectural Review Committee upon any ground, including purely aesthetic considerations, so long as they are not arbitrary and capricious. Neither the Board of Directors nor the Architectural Review Committee shall be liable to a Property Owner or to any other person on account of any claim, liability or expense suffered or incurred by or threatened against a Property Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Committee or public authorities whether given, granted or withheld.

(h) The Architectural Review Committee shall have the authority to approve plans, specifications or locations which deviate from the governing provisions set forth in these covenants if, in the sole and absolute discretion of the Architectural Review Committee, such plans, specifications or locations are in good taste and in keeping with the general guidelines set forth herein.

(i) Prior to beginning clearing of the lot or any construction work, the Architectural Review Committee must approve all plans and specifications for any improvements. The plans to be approved include, without limitation, the site plan, the house plan and the landscaping plan. The Architectural Review Committee may require the Owner to remove or alter any landscaping or improvements that were not approved by the Architectural Review Committee.

For violations of this paragraph, the Architectural Review Committee may, in its discretion, assess a fine as liquidated damages for violations hereof in an amount not to exceed \$2,000, per occurrence.

(j) The Architectural Review Committee may inspect an owner's lot development at periodic intervals (such as at the times of pre-clearing, clearing, foundation work, framing, exterior finishing, major landscaping, etc.) for compliance with the plans submitted by such owner and approved by the committee. The Owner acknowledges and agrees that if, upon any such inspection, any of the work is not in full and complete compliance with the plans previously submitted and approved, the Architectural Review Committee may require the Owner to take such steps as may be necessary to bring the work into full compliance with such plans. **For violations of this paragraph, the Architectural Review Committee may, in its discretion, assess a fine as damages for violations hereof in an amount not to exceed the reasonable cost to the committee to remedy the violations as determined in the sole discretion of the Architectural Review Committee.**

(k) As stated in the Architectural Guidelines in Exhibit C, mailboxes are an opportunity to reinforce the design theme of the subdivision and in accordance, the Owner consents to a "Mailbox Fee" of \$600.00 to be added as a closing cost on the settlement statement for the purchase of any Lot. In return for the payment of such fee, the Owner will receive a mailbox and stand in the same design as approved by the Architectural Review Committee and used throughout the subdivision.

(l) The Owner acknowledges understanding and acceptance that there will be a \$500.00 Homeowner's Covenant Compliance Fee charged to the Owner as purchaser and added as a closing cost on the settlement statement for the purchase of the Lot at closing. This fee will be used by Slate Homeowners Association to inspect improvements constructed on the lot for compliance with the Covenants.

(m) Each Owner shall be personally liable for the breach of any of the Construction Rules in Exhibit E, whether such breach is by the Owner or by any individual or entity, including but not limited to, the general contractor(s) employed by the Owner, such contractor's employees and/or subcontractors, performing authorized work on any property owned by the Owner. The Owner is responsible for providing a copy of the Construction Rules to the architect and general contractor immediately upon approval of such by the Architectural Review Committee.

SECTION 2. BUILDING SIZES AND LOCATION.

(a) **MINIMUM LIVING AREA.** No residence shall be taller than three (3) stories, unless approved by the Architectural Review Committee.

(b) **RESIDENCES.** The living area of the main house or residential structure constructed as a one-story residence on any Lot exclusive of porches and garages, shall be not less than 3,000 square feet of heated-enclosed living area. Any residence of more than one (1) story shall have at least 3,000 square feet of living area for both stories, but not less than 1,800 square feet on the ground level.

(c) **RESIDENTIAL BUILDING SETBACK.** City minimum setbacks are required for residential buildings unless a variance is granted by the city and approved by the Architectural Committee. Fifty feet (50') from the front lot line, fifty feet (50') from the rear lot line, and twenty-five feet (25') from the side lot line are preferred when reasonably achievable on the intended lot.

(d) **ACCESSORY BUILDING SETBACK.** Accessory buildings (including garages and garage/guesthouses) shall not be erected or located any closer to any side property line than a Residential Building as indicated above.

(e) **DRIVEWAY SETBACK.** No driveway shall be erected, located or maintained on any Lot nearer than ten feet (10') from any lot line other than the lot line along the roadway entry to such driveway.

(f) **COMMON PROPERTIES SETBACK.** No structure of any kind, including fences, shall be erected, located or maintained within twenty feet (20') of any boundary line that abuts any of the Common Properties or cart paths.

(g) It may be impossible or inadvisable to enforce the above-stated setback requirements due to the natural terrain, lot configurations and/or proximity of adjacent structures. Therefore, notwithstanding anything else herein to the contrary, the Architectural Review Committee may approve or require specific deviations to said setback requirements which it believes to be beneficial to a specific homesite or to adjacent homesites.

SECTION 3. TOPOGRAPHY, VEGETATION AND CART PATHS BUFFER ZONE. Topography and vegetation characteristics of the Property shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Architectural Review Committee. In addition to submitting plans related to improvements, landscaping, and lot development, Owners shall submit to the Architectural Review Committee any other plans and/or proposals for work which would substantially alter or affect the appearance, quality, topography, and/or vegetation of the lot. Under no circumstances shall any party be permitted to store any item, remove any tree, bush or underbrush, or build any type of fence or other structure within twenty (20) feet of a Common Area or cart paths. Such area is to be left in a natural state as a buffer zone to enhance the value of the cart paths with minimum impact on property owners.

SECTION 4. TREE REMOVAL. No tree, bush or underbrush of any kind that is at least 8" in diameter measured three feet from the ground, may be removed without the written approval of the Architectural Review Committee. Provided that a buffer ten feet in width can be maintained on each side of the Property, approval for the removal of trees located within the main dwelling or accessory building or within ten (10) feet of the approved sites for such building will be granted. All long leaf pines, dogwoods, maple trees, white oaks, red oaks, magnolias and wild azaleas, regardless of size, shall not be removed unless approved by the Architectural Review Committee.

SECTION 5. RULES AND REGULATIONS, ETC. The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted to it for approval, and may publish and record such statements of policy, guidelines, and may establish such criteria relative to architectural styles or details, colors, setbacks, materials or other matters relative to architectural review and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration.

SECTION 6. ENVIRONMENTAL HAZARDS.

(a) To secure the natural beauty of the Property and the safety of residents/visitors, the Architectural Review Committee may promulgate and amend from time to time rules and regulations which will govern activities which may, in its judgment, be environmental hazards such as the application of fertilizers and pesticides or other chemicals. Failure of any Property Owner or tenant of Property in Slate Subdivision to comply with the requirements of such rules and regulations shall constitute a breach of this Declaration.

(b) The Declarant does hereby expressly grant/reserve unto Slate Development, its successors, assigns and agents a perpetual and reasonable right on, over and under all Property in Slate Subdivision for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations, the cost of which shall be the responsibility of the party creating the violation.

SECTION 7. FUTURE SITE CONTROL. To prevent successive “run” or drainage from any Lots, the Declarant expressly grants/reserves unto Slate Development and the Architectural Review Committee the right to establish a maximum percentage of Property which may be covered by a building, patio, driveway or other structures. In the establishment of such maximum percentage, Slate Development and the Architectural Review Committee shall consider topography, percolation rate of the soil, soil types and conditions, vegetation cover and other relevant environmental factors. Neither this nor any other right granted/reserved herein unto Slate Development or the Architectural Review Committee shall be construed however, to be an obligation of either Slate Development or the Association to take any action.

SECTION 8. WILDLIFE. No hunting or trapping shall be permitted on any portion of the Property except for undesirable wildlife as authorized by the Board of Directors. All Property Owners are encouraged to help maintain a natural environment and habitat for the protection of wildlife.

SECTION 9. PARKING, DRIVEWAYS AND OTHER ACCESS ROADS ON LOTS. Each residential building shall provide for off-street parking in the form of a paved driveway or other approved substance extending from the street paving to the garage as approved by the Architectural Review Committee. No parking on the street by an Owner shall be allowed. Driveways shall be constructed of concrete, asphalt or other approved material. Granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways, unless approved by the Architectural Review Committee. Only two driveways shall be allowed to intersect the street from any lot. There shall be no improved roads on any lot except those leading to the garage or vehicle parking area adjacent to the residence. Any path through the other areas of a lot or lots shall remain in their natural state and resemble a natural trail in appearance.

SECTION 10. ROOF MATERIALS. All roof materials must be of an architectural design approved by the Architectural Review Committee.

SECTION 11. CHIMNEYS. All exposed portions of chimneys must be brick, stucco, or synthetic stucco. Stack vents are to be painted the color of the roof and must be located in the rear of the home where possible.

SECTION 12. BARNs. A barn may be constructed for the purpose of housing two or more horses, or related equipment. Licensed vehicles may not be stored in a barn. The structure shall look like a barn, be constructed of wood, contain no heated or cooled area and have connected fenced area of no more than 500 square feet for support of the horse(s). Animal waste must be hauled away or disposed of on the owner’s property in such a way as to remain undetectable from off of the property.

SECTION 13. FOUNDATION. Both Concrete “Slab” construction and “Crawl-Space” construction are allowed.

SECTION 14. EXTERIOR MATERIALS. The Architectural Review Committee must approve all exterior siding or other materials. No dwelling shall reveal, when finished, any cinder block used in construction. Such cinder block shall be covered with same, like materials, as used in harmony with the rest of the construction.

SECTION 15. GARAGES. All such garages shall be capable of storing two to six automobiles and equipped with interior and exterior service doors. No part of the overhead garage door may be visible from the curb between the owner’s property lines. Open-sided carports are prohibited unless, in the sole discretion of the Architectural Review Committee, it is required by the constraints of the property.

SECTION 16. OTHER STORAGE. All storage, hobby and workshop spaces, etc. shall be of permanent construction and shall blend harmoniously into the dwelling architecture.

SECTION 17. NO FUEL STORAGE TANKS. No tank for the storage of fuels or other liquid materials or gaseous materials shall be allowed on the any subdivision lot.

SECTION 18. CEILING HEIGHT. All residences shall be constructed with at least eighty (80%) percent of the ceilings on the ground floor not less than nine (9’) feet high.

SECTION 19. FIREPLACE FLUES. Fireplace flues and chimneys shall be covered with the same materials as used on the exterior of the residence. All fireplaces shall have chimney caps.

SECTION 20. MAILBOXES AND DRIVEWAY ENTRANCES. All mailboxes shall be acquired from the Declarant. All mailboxes and structures near a driveway entrance must be of the same design, material and color as approved by the Architectural Review Committee.

SECTION 21. FINISHED SLAB ELEVATIONS. No finished slab or other foundation for permanent improvements intended for human habitation shall be constructed below two feet above the elevation as shown on the applicable National Flood Insurance Program rate map (or a similar map used to establish flood insurance rates if the designated map is no longer made available).

SECTION 22. OUTDOOR APPLIANCES. Heating and Air-conditioning units should be screened from view by shrubbery or fences.

SECTION 23. SWIMMING POOLS, RECREATIONAL STRUCTURES OR EQUIPMENT. Swimming pools, tennis courts and accessory structures, including pool-houses and other approved structures, shall be allowed upon approval of construction plans by the Architectural Review Committee. No pool area, playground equipment or trampoline shall be visible from the curb anywhere between the owner's property lines.

SECTION 24. SOLAR PANELS. Solar panels shall be permitted upon the approval of the Architectural Review Committee, provided that no unnecessary trees or tree canopies are removed for the benefit of solar utilization. Any active solar panels shall be flush with the rear roof or sidewall of a dwelling and shall not be located in any yard or upon any accessory structure.

SECTION 25. OWNERS' RESPONSIBILITIES DURING CONSTRUCTION. Each Owner shall be responsible (and also responsible for the actions or inactions of the builder or contractor retained by Owner) for any damages to street, utility and drainage improvements, including but not limited to, catch basin covers, curbing, water mains, sewer lines, drainage pipes and head walls, trees along rights of way, paving street markers, gas mains, power and telephone lines resulting from work done by himself, its subcontractors, or its suppliers. Owner shall comply with all applicable statutes, ordinances, rules, regulations and other laws relating to erosion and siltation control and will be required to take preventive measures necessary to control runoff to adjacent Lots, Common Areas or street improvements. Owner shall confine any and all construction and construction materials and debris solely to the parameters of Owner's Lot. Clearing debris, including without limitation stumps, trees, branches and construction materials are to be removed as often as necessary in order to keep the residential structure and Lot in accessible and salable condition. No such debris shall be dumped on any adjacent Lot or any other area within the subdivision, and the Owner shall maintain the Lot and residential structure in a neat and attractive manner at all times. Owner shall not, at any time, store or maintain (even on a temporary basis) upon the streets and rights of way within the subdivision, any debris or building materials without the approval of the Committee.

ARTICLE VIII. **EASEMENTS**

The easement area of each Lot and all improvements on it shall be maintained continually by the Owner of the Lot.

SECTION 1. UTILITY EASEMENTS.

(a) Easements for installation, maintenance, repair and removal of utilities and drainage facilities and floodway easements over, under and across the Property are granted/reserved by Declarant for Slate Development, its successors and assigns, the Association and each Owner. Full rights of ingress and egress shall be had by Slate Development and its successors and assigns and the Association at all times over the Common Area or any Lot on which an easement has been reserved or granted for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

(b) The Association, acting by and through its Board of Directors, or Slate Development may hereafter grant easements for utility purposes for the benefit of the Property or for the benefit of individual lots, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone and computer-wise equipment, electrical conduits and wires over, under, along or on any portion of the Property and the ownership of any Lot shall be subject to such easements.

(c) Notwithstanding anything herein expressly or implied to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Slate Development for the installation and maintenance of utilities, sewers, drainage and similar facilities that are necessary or appropriate for the development of the Property.

(d) The above reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installment and to maintain reasonable standards of health, safety and appearance.

SECTION 2. INGRESS AND EGRESS BY THE ASSOCIATION.

Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at its expense.

ARTICLE IX. **USE RESTRICTIONS**

SECTION 1. USE OF LOTS AND DWELLINGS.

(a) **RESIDENTIAL SINGLE FAMILY.** All Lots shall be used for single-family residences only. Other than townhomes that may be built on Lot 13 in the Declarant's discretion, apartment houses and lodging houses are prohibited. Not more than one single family residence, with accessory buildings, shall be built or constructed on each lot. No school, church, assembly hall, or group home of any kind (including, without limitation, any "community home" or "special home", shall be built or permitted to be built on any lot nor shall any lot or existing structure be permitted to be used as such.

For the purposes of this DECLARATION the term “family” shall be defined as follows: In addition to the Owner, or Owners if there are two Owners who are husband and wife, one or more parents, grandparents, children, grandchildren, great-grandchildren, siblings, uncles or aunts of owners may reside in the residence with the owners. Brother-in-laws, sister-in-laws, nieces or nephews are specifically excluded as their presence would constitute a separate family unit.

(b) **DETACHED GUEST HOUSES.** Owners shall be allowed to construct guest quarters, subject to the approval of the Architectural Review Committee. Such facilities shall be referred to as guest homes and shall be constructed with the same exterior materials as the residence building. Guest homes shall contain living area separate from the parking area (minimum two car capacity), contain central air conditioning/heating systems (no window AC units, baseboard or space heating), sleeping quarters and full bathroom facilities. Guest homes may be occupied by family members at any time but members outside the family unit (described elsewhere in these covenants) are limited to a maximum of seven night stays totaling no more than thirty nights per year. Guest quarters are never to be rented to anyone for any reason. Guest quarters may be included in a lease for the entire property under the conditions listed elsewhere in these covenants. A housekeeper or caretaker employee may be provided with living quarters so long as it involves a taxable business transaction with no lease involved and the employee is not related to the owner. Proof of same may be required.

(c) **LEASES.** No portion of the property may be leased except in unique situations and for limited time periods in the sole and absolute discretion of the Declarant. Notwithstanding the above, no home may be partially leased. Further, no guest house may be leased separate from the residence building. Any lease shall be in writing and shall provide that the lease of the home shall be subject in all respects to the covenants, rules and regulations, and that any failure by the tenant to comply with all the terms of the covenants, rules and regulations shall constitute a default under the lease. When a lease is permitted by the Declarant, no home may be leased for a period shorter than six (6) months nor may more than one family unit occupy the home, including the guest house. Further, no home or guest house may be utilized for any Airbnb or other short-term rental. The Owner is ultimately responsible for all violations of the covenants, rules and regulations by the tenant.

(d) **COMMERCIAL BUILDINGS.** No building shall be erected, used or maintained for commercial purposes on any lot in this subdivision.

(e) **HOME OFFICES.** No business, trade, profession or other calling of any nature or description shall be carried on or conducted in any building or residence, or upon any tract or lot in this project at any time, except is of such nature as to not invite or bring customer or supplier traffic to this subdivision, and can be wholly and privately conducted in such manner as to be of no notice to other Owners within this subdivision, or discernable in any negative or offensive way to the senses of sight, sound, smell or hearing of any casual observer.

(f) **OTHER.** No noxious, offensive or illegal activities shall be carried on, nor anything done that shall become or be an unreasonable annoyance or nuisance, on any lot or in or upon any structure on any lot in this project at any time. No camper, trailer, tent, shack, attached or unattached shed, garage, basement, or temporary building shall be used at any time as a temporary or permanent residence or dwelling, house or place for human habitation or occupancy, except that a construction trailer might be placed on a lot during the allowable period for the construction of a residence on such lot.

SECTION 2. EXTERIOR APPEARANCES/ MAINTENANCE. The Owner of any lot in this development shall maintain it and the improvements thereon in such manner as to preserve good appearance and prevent distraction or diminishment of the aesthetic appearance of the subdivision. Specifically, each Owner shall: keep the exterior of all improvements in a state of repair or maintenance as to avoid their becoming unsightly; remove all debris or rubbish; mow grassed areas as may be reasonably required.

In the event any Owner of any lot herein shall fail to maintain same, or any improvement situated thereon, in accordance with the provisions of these restrictions, the developer shall have the right, but not the obligation, by and through its agents, employees or contractors, to enter upon said property and repair, mow, clean or perform such other acts as may be reasonably necessary to make such property conform to the requirements of these restrictions.

The cost thereof to the developer shall be collected from the Owner as any association dues are collected. Neither the developer or any of its agents, employees or contractors shall be liable for any damage which might result from undertaking of any maintenance work performed hereunder.

SECTION 3. SIGNS. No signs, advertising or ornaments of any kind shall be maintained or permitted on any property subject to this Declaration without the express written permission of the Architectural Review Committee except for real estate “For Sale” signs, used by Slate Development, Owner, contractor or Owner’s Real Estate Agent. The approval of any signs and posters, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural Review Committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall be subject to the right of the Architectural Review Committee to restrict the size, color and content. Notwithstanding the foregoing, the restrictions of this Section 3 shall not apply to Slate Development, its agents or assigns, so long as Slate Development shall own any of the Lots. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and within those easement areas established under the Declaration. Nothing contained herein shall prohibit a small, security warning sign.

SECTION 4. PARKING, TRUCKS, BOATS, MOBILE HOME TRAILERS, OTHER VEHICLES. Owners and/or residents of the subdivision shall not park vehicles on the streets for any reason. Persons visiting residences shall be allowed to park on the street for a limited time (less than 8 hours) but in no event shall any vehicle be left on the street overnight. All automobiles owned or used by Owners or occupants, other than temporary guests and visitors, shall, as far as possible, be parked in enclosures which screen the automobile from street view.

Any vehicle parked within view of the street must be parked on a driveway or other paved surface designed for such parking and approved by the Architectural Review Committee.

No truck or vehicle exceeding one (1) ton capacity shall be stored or parked on any Lot, Common Area or other area at any time. Disabled vehicles, motor-homes, boats, campers, utility trailers or boat trailers, commercial trucks, commercial vans, pick-up-truck campers or similar vehicles including Recreational Vehicles may be parked on any Lot on which a residence has been constructed, provided they are kept on a private driveway and inside an enclosed building.

No, mobile home, house trailer or other temporary building/living structure shall be moved upon or otherwise placed or permitted upon any Lot or Common Area for any length of time for any reason.

SECTION 5. UNSIGHTLY CONDITIONS AND NUISANCE. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on the Property which shall tend to substantially decrease the beauty of the community as a whole or as a specific area. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property. Nor shall any nuisance or odors be permitted to operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Lot dwelling or any part of the Common Areas. Clotheslines are discouraged but, if used, must be concealed from view from the street.

SECTION 6. ANTENNAS. Television or other electronic receiving or transmitting devices are discouraged but, if used, shall be concealed from view from the street. If a satellite receiving dish is used, it shall not exceed eighteen inches (18") in diameter.

SECTION 7. EXTERIOR LIGHTS AND SOUND. The design and location of exterior speakers and landscape, pool, or other lighting fixtures shall be subject to the approval of the Architectural Review Committee. Neither speakers, landscape lighting fixtures or any other illumination devices, including but not limited to Christmas ornaments, located anywhere on the structure or grounds of any Lot shall be located, directed or of such intensity to affect adversely the environment of any adjoining Property. Tennis court lighting is prohibited.

SECTION 8. ANIMALS.

(a) **HOUSEHOLD PETS.** No animals, livestock (including any type of pig, sheep or goat) or poultry of any description shall be raised, bred or kept upon any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

Said household pets shall be restricted to their owner's property, except when accompanied by owner(s). They must be controlled and not allowed to run free upon property not belonging to the pet's rightful owner(s), and such control or confinement of pets shall be conducted in such manner as not to become objectionable or a nuisance to neighboring property owners.

For the harmony and accommodation of pet owners and for the relief and well-being of their pets, to that end, animal runs or exercise yards (or fenced rear yards as provided for elsewhere in these covenants and restrictions) shall be permitted to be constructed and maintained upon written approval of the Architectural Review Committee. Such approved animal runs and exercise yards shall be situated no closer to the street frontage than the rear elevation line (extended) of the pet owner's own residence and shall observe the regulations and provisions regarding side-yard and rear-yard set-back lines, found elsewhere in these Covenants and Restrictions, or denoted in the plat thereof.

(b) **WILD ANIMALS.** There shall be no hunting, trapping, poisoning, taking or disturbing of wild life in the subdivision except that harmful surpluses of any species might be live-trapped and transplanted to other suitable habitat upon consultation with, and recommendation of, the duly authorized representative of the Mississippi Dept of Natural Resources. Domestic pets shall be controlled in such manner as to ensure the safety and well-being of local fauna.

(c) **HOUSEHOLD PESTS.** Household pests such as rats, mice or other species considered as vermin may be disposed of in any practical way which assures the safety of desirable species. Determination of sufficiency and adequacy of the terms herein and interpretation with respect to "desirable species" as applied herein shall rest exclusively with the Architectural Control Committee.

SECTION 9. SALES AND CONSTRUCTION ACTIVITIES. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Slate Development and its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement, and sale of Lots and/or dwellings or the development of Lots, dwellings, Common Areas and the additional property, including, without limitations, the installation and operation of sales and construction trailers, offices and dwellings as may be approved by Slate Development from time to time, provided that the location of any construction trailers or any assignees of Slate Development's rights under this Section 9 shall be subject to Slate Development's approval. The right to maintain and carry on such facilities shall contain specifically the right to use dwellings as model residences, and to use any dwellings as an office for the sale of Lots and/or dwellings, and for related activities. During the construction of any house, a dumpster and a portable toilet will be provided by the owner or the Contractor to contain trash and building materials and to provide sanitary conditions for workers. Furthermore, during construction, no burning of materials or refuse shall be allowed.

SECTION 10. TIME-SHARING. No Lots or Dwellings shall be sold under any time-sharing, time interval, or assume or right-to-use programs.

SECTION 11. TRESPASS. Whenever the Association and/or Slate Development is permitted by the Declaration to repair, clear, preserve, clear out or do any action on any part of the Property, entering any Lot or any portion of the Property and taking such action shall not be deemed a trespass.

SECTION 12. SUBDIVIDED. No Lot shall be subdivided or its boundary lines changed, except with the written consent of the Board of Directors and Slate Development so long as Slate Development owns any Lots subject to the Declaration, however, Declarant hereby expressly grant/reserve unto Slate Development, its successors or assigns the right to replat any Lot or such Lots owned by it, shown on the plat of any subdivision within the Property and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights-of-way and other amenities to conform to the new boundaries of said replatted Lots. The provisions of this Section 12 shall not prohibit the combining of two or more contiguous Lots into one larger Lot or making two Lots out of three or more contiguous Lots, provided that each of the resulting Lots is larger and contains a minimum Lot frontage equal to or greater than the original frontage on the Lot having the least frontage before combining said Lots or portions thereof. Only the exterior boundary lines of the resulting larger lot(s) shall be considered in the interpretation of these covenants.

SECTION 13. CERTAIN CONSTRUCTION RIGHTS. The Declarant expressly grant/reserve unto Slate Development, its successors, and assigns (any other provisions of this Declaration notwithstanding) the right to build bridges, walkways, or expanse across any natural or man-made canals, creeks, riding trails, paths, or lagoons in the Property. Nothing in this section shall be construed as placing an affirmative obligation upon Slate Development to provide or construct any such improvement.

SECTION 14. CERTAIN CONTROLS.

(a) To implement effective insect, reptile, and fire control, and vegetation and trash control, Slate Development and/or the Association, and their respective successors, assigns and agents, have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, removing trash or dispensing pesticides on all such property which in the opinion of Slate Development or the Architectural Review Committee distracts from the overall beauty, setting and safety of the Property. The cost of this vegetation and trash control shall be kept as low as reasonably possible and shall be paid by the respective Owner. Such entry shall not be made until thirty (30) days after such Owner has been notified in writing for the need of such work and unless such Owner fails to perform the work within said thirty (30) days period.

(b) The provisions of this section shall not be construed as an obligation on the part of Slate Development or the Association to mow, clear, cut, or prune any property, to provide garbage or trash removal services to perform any grading or landscaping work, construct or maintain erosion prevention devices, or to provide water pollution control on any privately owned property.

(c) Entrance upon Property pursuant to the provisions of this Section 14 shall not be deemed trespass. The rights granted/reserved unto Slate Development and the Association in this section shall not be unreasonably employed and shall be used only where necessary to affect the stated intents and purpose of this Declaration.

SECTION 15. COMPLIANCE.

(a) In the event of a violation or a breach of any other restrictions contained in this Declaration by any Owner, or agent of such Owner, other Owners, or in any event, jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Slate Development and/or the Association severally shall have the right, but shall not be obligated to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation of any breach in any event.

(b) In addition to the foregoing, Slate Development and/or the Association severally shall have the right, but shall not be obligated, whenever there shall have been built at any place on the Property any structure which is in violation of these restrictions, to enter upon the Property upon which such violation exists and similarly abate or remove the same at the expense of the Property Owner if, after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. Any person entitled to file a legal action for the violation of these covenants shall be entitled to recover reasonable attorneys' fees as a part of such action. Any such entry and abatement or removal shall not be deemed a trespass.

(c) The failure to enforce any rights, reservations, or restrictions contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions of this Declarations shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

SECTION 16. FENCES. Any fences constructed on the property must be approved by the Architectural Review Committee in its sole and absolute discretion.

No fence, wall, hedge or mass planting shall be maintained or permitted on any Lot between the rear corners of the residence on said Lot and the front Lot line, except for shrubbery around the residence which has been approved by the Architectural Review Committee.

No fence or wall shall be constructed nearer to the street than the residence setback lines. No fence or wall shall be constructed on the side of the Lot on which the Lot fronts nearer to the street than the front of the house, regardless of setback lines provided herein.

Chain link fences and stockade fences are prohibited. Fences on Lots bordering Common Area shall be constructed in such a manner as to preserve the view from other Lots as determined by the Architectural Review Committee in its sole and absolute discretion.

SECTION 17. UTILITY LOCATION. All utilities will be placed underground.

SECTION 18. CONSTRUCTION COMPLETION. Construction of any improvements, once commenced, shall be completed within eighteen (18) months. Improvements not so completed or upon which construction has ceased for ninety (90) days or which have been partially or totally destroyed and not rebuilt within eighteen (18) months shall be deemed a violation of the Declaration and of these residential restrictions. If the Architectural Review Committee, in its sole discretion, determines that failure to complete any such improvement is a violation, then the Board, at its sole discretion, may complete, repair, or remove the improvement. Any and all cost incurred by the Association connected with the completion, repair, or removal of such improvement shall be charged to and paid by the owner. All cost shall, furthermore, be considered as an assessment against the Lot. The Architectural Review Committee, at its sole discretion, may grant an extension of time under extenuating circumstances.

SECTION 19. GARDENING. No Lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street.

SECTION 20. FIREARMS. Use of firearms (i.e. shot guns, rifles, pistols, etc.) within the subdivision is expressly prohibited, except in defense of life or property. Outdoor pursuits wherein powered or propelled BB's, pellets or projectiles are legally employed (i.e. air-guns, CO2 devices, archery equipment, rocketry, etc) must be so set up and conducted as to guarantee such powered or propelled entities shall be positively arrested within the property boundaries of the originating Owner's lot.

SECTION 21. WEED REMOVAL. Owners shall keep their Homes mowed and free of weeds and clean of trash, rubbish, or garbage. In the event an Owner fails to mow the grass, cut the weeds, or clean up the trash or garbage within fifteen (15) days after receipt of written demand from the Association, the Association may mow, cut, or clean the property. The actual cost incurred by the association in connection therewith shall be deemed to be an additional assessment against the property, and the Owners thereof may be assessed, together with interest, fees and costs, the same as a regular assessment.

SECTION 22. GARBAGE AND REFUSE DISPOSAL. No lot in this subdivision shall be used or maintained as a dumping ground for garbage, trash or other waste, and same shall not be kept except in sanitary containers for that purpose. Such containers shall in turn be kept out of sight of any frontage streets, and introduced into sight of the fronting streets only at such appropriate times as necessary for commercial collection which shall be conducted during daylight hours.

SECTION 23. OPEN FIRES. No Owner shall burn, or permit the burning out-of-doors of garbage, trash or other refuse, nor shall any Owner accumulate, or permit the accumulation out-of-doors of such garbage, trash or other refuse upon such lot, the single exception being: branches, twigs, etc. resulting from the approved tree removal and/or brush clean-up attendant to allowable clearing shall be permitted to be burned under appropriate fire-safety conditions. The burning of leaves is expressly prohibited.

SECTION 24. MINERAL RECOVERY. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or within any lot in this subdivision, nor shall oil wells, tunnels, mineral excavations or shafts be permitted therein, and no derrick or other structure designed for use in boring for minerals, oils or natural gases be erected, maintained or permitted thereon.

SECTION 25. STREET VISIBILITY. No fence, wall hedge, shrub planting, or any other object which obstructs sight lines at elevations between two (2) and six (6) feet above roadway levels shall be placed or permitted on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street property lines, or in the case of a rounded corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet (10') from the intersection of a street property line with the edge of a driveway pavement.

SECTION 26. "OFF ROAD" VEHICLES. Motorcycles, trail-bikes, mini-bikes, mo-peds, golf carts, go-carts, three wheelers, four wheelers, or other such powered conveyances (and not in limitation thereof) capable of the feat of traversing unpaved, natural ground, shall not be permitted to be used upon the natural ground areas within this subdivision, and are expressly restricted to use of paved areas only (i.e. streets, cul-de-sacs, driveways) or to gain access to any nature trails in the adjoining property in the sole and absolute discretion of the owner of the adjacent property and then only for purposes of ingress to and egress from this subdivision, or for such visits as reasonable and necessary between properties within the subdivision. "Joy-riding" or excessive trafficking of the paved areas by these or any other vehicles, whether or not upon a private driveway or lot and whether or not within posted legal speed limits, shall constitute an unwarranted danger and hazard and public nuisance and be a violation under this restriction.

ARTICLE X. **RULE MAKING**

SECTION 1. RULES AND REGULATIONS.

(a) Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, dwellings and the Common Areas and facilities located thereon. Particularly and without limitations, the Board of Directors may promulgate from time-to-time rules and regulations which will govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous, such as the applications of fertilizers and pesticides and other chemicals.

(b) Subject to the terms and provisions of this Declaration the Board of Directors may establish rules and regulations, fees and charges from time to time pertaining to use of the recreational area and amenities as are now and hereinafter located in the Common Areas.

ARTICLE XI.
PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. THE PROPERTY. The Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

SECTION 2. PHASE DEVELOPMENT. The Declarant hereby expressly grant/reserve unto Slate Development the option and right to add additional lands to this Declaration, pursuant to and subject to the following provisions:

(a) The consent of the Owners shall not be required for the annexation of future phases, and Slate Development may proceed with such annexation at its sole option and determination.

(b) Slate Development's option to annex future phases shall expire fifty (50) years after the date of recording this Declaration. Slate Development may annex and add to Slate Subdivision and include as Property, subject to this Declaration, all or any part of the property adjacent or contingent to Slate Subdivision.

(c) Slate Development may make additional lands subject to this Declaration by filing of record a Supplemental Declaration which shall extend the scheme of the Covenants, Conditions, and Restrictions of such Declarations to such property or properties; provided, however, that such Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties but which are not generally inconsistent with the concept of this Declaration, provided, however, in no event shall such Supplemental Declaration otherwise modify the covenants established by this Declaration for the existing Properties.

(d) Each Owner hereby grants a power coupled with an interest to Slate Development, its successors and assigns to make or consent to the said amendment(s) to the Declaration on behalf of each Owner to add future phases to Slate Subdivision. Title to each Lot is declared and expressly made subject to the terms and conditions hereof, and acceptance by any Grantee of a deed from Slate Development or from any Owner shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint Slate Development, its successors and assigns, as their true and lawful attorney-in-fact for the purpose of dealing with the addition of future phases to the Property as herein provided. As attorney-in-fact, the Slate Development shall have full and complete authorization, right and power to make, execute and deliver an amendment to this Declaration or Bylaws or any other instrument with respect to the interest of an Owner which are necessary and appropriate to exercise the powers herein granted.

(e) SLATE DEVELOPMENT SHALL HAVE NO OBLIGATION TO CONSTRUCT OR ADD FUTURE PHASES TO THE DEVELOPMENT AND DOES NOT WARRANT, REPRESENT OR GUARANTEE THAT FUTURE PHASES WILL BE ADDED TO THE DEVELOPMENT. EACH OWNER AGREES, BY ACCEPTANCE OF A DEED TO A UNIT, THAT HE/SHE HAS NOT RELIED ON FUTURE PHASES BEING ADDED TO THE DEVELOPMENT IN PURCHASING HIS/HER LOT.

ARTICLE XII.
GENERAL PROVISIONS.

SECTION 1. DURATION. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded in the Office of the Chancery Clerk of Lamar County, Hattiesburg, Mississippi, after which time said covenants shall be automatically extended for the successive periods of five (5) years unless an instrument signed by a majority of the Owners has been recorded in the Deed Records, in said Chancery Clerk's Office agreeing to abolish the said Covenants, Conditions and Restrictions in whole or a substantial portion thereof; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

SECTION 2. AMENDMENTS. Notwithstanding Section 1 of this Article, the Covenants, Conditions and Restrictions of this Declaration may be amended and/or changed in part with the consent of seventy-five percent (75%) of the Owners (for this purpose each Owner shall have one vote for each Lot owned), and in each case such amendment shall be evidenced by a document in writing bearing each of their signatures. All amendments, if any, shall be recorded in the Office of the Chancery Clerk of Lamar County, Mississippi.

SECTION 3. ENFORCEMENT. Enforcement of these Covenants, Conditions and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. SEVERABILITY. If one or more of the covenants, conditions or restrictions herein contained shall be held by any court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity and effectiveness of the other covenants, conditions and restrictions contained herein.

SECTION 5. HEADINGS. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretations of the Declaration.

SECTION 6. NOTICES TO MORTGAGEES. Notwithstanding any provisions herein to the contrary, the holder(s) of a Recorded First Mortgage on any Lot is entitled to, and shall receive, written notification from the

Association of any default by the respective mortgagor/owner in the performance of such mortgagor's/owner's obligation(s) as established by this Declaration.

SECTION 7. CONSENT OF HOLDERS OF FIRST DEEDS OF TRUST AND FEDERAL NATIONAL MORTGAGE ASSOCIATION/FEDERAL HOUSING ADMINISTRATION/VETERANS ADMINISTRATION. During any period when any Lot in the project is encumbered by a Recorded First Mortgage, the Owners, by any act or omission, shall not do any of the following things without the prior written consent and approval of the holders of all outstanding Recorded First Mortgages, and if their interests be affected, the Federal National Mortgage Associations, Federal Housing Administration and the Veteran's Administration.

- (a) Abandon, partition, subdivide, encumber, sell or transfer any of the Common Areas provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Area by the Owners shall not be considered an encumbrance, sale or transfer within the meaning of this Subsection;
- (b) Abandon or terminate this Declaration; or
- (c) Modify or amend any material or substantive provision of this Declaration.
- (d) Annex additional properties; or merge or consolidate the Association.

SECTION 8. ADDITIONAL RIGHTS OR MORTGAGEES - NOTICE.

- (a) The Association shall promptly notify the holder of the Recorded First Mortgage on any Lot as to which any assessment levied pursuant to the Declaration, or any installment thereof, shall become and remain delinquent for a period in excess of sixty (60) days, and the Association shall promptly notify the holder of the Recorded First Mortgage on any Lot as to which there is a default by the Owner with respect to performance of any other obligation under this Declaration which remains uncured for a period in excess of sixty (60) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any Recorded First Mortgage on any Lot, and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure. Also, any failure to give any such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities for liens as specified in **ARTICLE III** hereof.
- (b) No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the Recorded First Mortgage encumbering the Lot which is the subject matter of such suit or proceeding.
- (c) Any holder of a Recorded First Mortgage on any Lot upon the Property may pay any taxes, utility charges or other charges levied against the Common Areas which are in default and which may or have become a charge or lien against any of the Common Areas. Any holder of a Recorded First Mortgage who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Owners.
- (d) No mortgagee and no beneficiary or trustee under a deed of trust shall become personally liable for or obligated for any unpaid maintenance fund assessment.
- (e) No amendment to this Declaration shall affect the rights of the holder of any Recorded First Mortgage recorded prior to the recordation of such amendment who does not join in the execution thereof.
- (f) The holders, insurers or guarantors of any first mortgage on a Lot in the Property will, upon request, be entitled to inspect: (i) the books and records of the Association during normal business hours; (ii) receive an annual audited financial statement of the Association within ninety days following the end of any fiscal year of the Association; (iii) written notice of all meetings of the Owners Association and be permitted to designate a representative to attend all such meetings; and (iv) current copies of this Declaration, the Bylaws of the Association and all other rules concerning the Association.

SECTION 9. CAPTIONS AND GENDER. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and singular shall include the plural.

SECTION 10. RECORD OF MORTGAGE. Any Owner who mortgages his/her unit shall notify the Association of such fact and shall furnish the Association the name and address of his/her mortgagee and a copy of his/her mortgage held by such mortgagee. The mortgagee shall be entitled to notify the Association that such mortgagee holds a mortgage on a Lot. The Board of Directors shall maintain such information in a book entitled "Holders of Recorded First Mortgages."

SECTION 11. NOTICES. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered seventy-two hours after a copy of the same has been deposited in the United States mail, postage pre-paid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association.

IN WITNESS WHEREOF DECLARANT HAVE CAUSED this instrument to be duly executed on the day and year first above mentioned.

DECLARANT:

**Slate Development, LLC,
a Mississippi Limited Liability Company**

By: _____
Jonathan McLeod Krebs, Manager

By: _____
Jeri Audra Krebs, Manager

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 June, 2024, within my jurisdiction, the within named **Jonathan McLeod Krebs**, who acknowledged that he is a manager of Slate Development, LLC, a Mississippi limited liability company, and that individually as well as for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

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 June, 2024, within my jurisdiction, the within named **Jeri Audra Krebs**, who acknowledged that she is a manager of Slate Development, LLC, a Mississippi limited liability company, that for and on behalf of the said limited liability company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

NOTARY PUBLIC

My commission expires:

Attachments

Exhibit A	Legal Description of Slate Subdivision
Exhibit B	Descriptions of Common Areas
Exhibit C	Architectural Guideline for Slate Subdivision
Exhibit D	Architectural Control Standards for Slate Subdivision
Exhibit E	Construction Rules for Slate Subdivision

EXHIBIT A
Legal Description of Slate Subdivision

Beginning at a concrete monument on the Northeast corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 2, Township 4 North, Range 14 West, Lamar County, Mississippi; then North $89^{\circ}46'23''$ West, a distance of 800.17 feet to an iron pin the POINT OF BEGINNING; thence South $00^{\circ}02'52''$ West, a distance of 22.81 feet to an iron pin; thence South $54^{\circ}44'18''$ East, a distance of 978.22 feet to an iron pin; thence along a fence South $01^{\circ}41'42''$ West, a distance of 783.75 feet to a crimped top pipe; thence North $89^{\circ}41'26''$ West, a distance of 1,088.59 feet to a concrete right of way monument on the North right of way line of the Longleaf Trace; thence along said Trace the following North $89^{\circ}40'57''$ West, a distance of 104.43 feet to a concrete monument; thence North $75^{\circ}45'17''$ West, a distance of 54.48 feet to an iron pin; thence leaving said Long Leaf Trace run along the East margin of a access trail to said Long Leaf trace North $00^{\circ}19'23''$ East, a distance of 1,352.96 feet to an iron pin; thence South $89^{\circ}46'23''$ East, a distance of 462.64 feet to the POINT OF BEGINNING.

Said parcel contains 33.92 acres, more or less, and is located in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 2, Township 4 North, Range 14 West, Lamar County, Mississippi.

AND ALSO:

Commence at concrete monument at the Northeast corner of Section 2, Township 4 North, Range 14 West, Lamar County, Mississippi for the Point of Beginning. From the Point of Beginning run South 00 degrees 38 minutes 37 seconds East along the East line of said Section 2 for 2270.18 feet to a $\frac{1}{2}$ " rebar and the North right-of-way line of the Longleaf Trace Rails to Trails (formerly the Mississippi Central Railroad Co. and Illinois Central Gulf Railroad rights of way); thence run North 76 degrees 03 minutes 42 seconds West along said right-of-way for 1093.48 feet to a $\frac{1}{2}$ " rebar; thence run South 13 degrees 56 minutes 18 seconds West along said right-of-way line for 50.00 feet to a $\frac{1}{2}$ " rebar; thence run North 76 degrees 03 minutes 42 seconds West along said right-of-way line for 1646.69 feet to a $\frac{1}{2}$ " rebar and the West line of the NE $\frac{1}{4}$ of said Section 2; thence run North 00 degrees 10 minutes 27 seconds West along said West line for 1671.27 feet to a concrete monument and the Northwest corner of said NE $\frac{1}{4}$ of Section 2; thence run South 89 degrees 21 minutes 56 seconds East for 1330.01 feet to a concrete monument; thence run North 89 degrees 54 minutes 50 seconds East for 1321.19 feet back to the Point of Beginning. Said parcel is part of the NE $\frac{1}{4}$ of Section 2, Township 4 North, Range 14 West, Lamar County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT:

That part of the above described real property platted as The Preserve Subdivision, Lamar County, Mississippi, as per the map or plat thereof on file in Slide 429 in the office of the Chancery Clerk of Lamar County, Mississippi.

AND ALSO:

Commence at a concrete monument at the Northwest Corner of Section 1, Township 4 North, Range 14 West, Lamar County, Mississippi and run S $00^{\circ}38'37''$ E along the West line of said Section 1 for 995.76 feet to a $\frac{1}{2}$ " rebar and a point 37.50 feet from the centerline of the old abandoned Mississippi Central Railroad Company Dummy Line; and the Point of Beginning. From the Point of Beginning run N $88^{\circ}46'08''$ E and parallel to the centerline of said Dummy Line for 1339.55 feet to a $\frac{7}{8}$ " iron rod; thence run S $00^{\circ}09'33''$ E for 12.50 feet to a $\frac{1}{2}$ " iron pipe and a point 25.00 feet from the centerline of said Dummy Line; thence run N $88^{\circ}46'08''$ E and parallel with said Dummy Line for 119.42 feet to a $\frac{7}{8}$ " iron rod and the West margin line of West Hills Paved Public Drive; thence run S $19^{\circ}07'44''$ E along said margin line for 52.54 feet to a $\frac{1}{2}$ " rebar and a point 25.00 feet from the centerline of said Dummy Line; thence run S $88^{\circ}46'08''$ W and parallel with said Dummy Line for 136.50 feet to a $\frac{1}{2}$ " rebar; thence run S $00^{\circ}09'33''$ E for 12.50 feet to a $\frac{1}{2}$ " rebar and a point 37.50 feet from the centerline of said Dummy Line; thence run S $88^{\circ}46'08''$ W and parallel to said Dummy Line for 1338.92 feet to a $\frac{1}{2}$ " rebar and back to the aforementioned West line of Section 1; thence run N $00^{\circ}38'37''$ W along said West line for 75.00 feet back to the Point of Beginning. Said parcel of land is part of the North $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 1, Township 4 North, Range 14 West, Lamar County, Mississippi and contains 2.45 acres, more or less; together with all improvements thereon and appurtenances thereunto belonging.

EXHIBIT B
Description of Common Areas
of Slate Subdivision

EXHIBIT C
Architectural Guidelines Description for
Slate Subdivision

Architectural Design

Plans for most house types will be approved so long as they meet the architectural guidelines and align with the spirit of Slate's modern aesthetic. The modern design aesthetic inspires creativity and the unique application of durable materials, old and new. Slate's Architectural Guidelines are intended to ensure that every home within the community is cohesive and built to last. The Architectural Review Committee (the "Committee") will work with each Owner's design team to approve plans that protect Slate's vision. In general, the Committee will favor natural or genuine products and materials over imitation materials (stucco vs. synthetic stucco, wood siding vs. vinyl siding, etc.). Variances to the guidelines below may be approved by the Committee on a case-by-case basis.

Chimneys

All exposed portions of chimneys must be constructed of brick, stone masonry, or stucco. Brick and stone selections should align with the modern design theme. Chimney caps are required and materials may be brick, slate, terra cotta or copper. Pre-fabricated fireplace kits are only allowed if the chimney is not visible from the front of the house.

Clearing

Before clearing, a site plan must be approved and all trees to be removed from the lot must be marked with tape (not paint) and approved by the Committee.

Columns

All columns should align with the modern design theme. They should be constructed of or encased in brick, wood, stone, steel, concrete, or stucco.

Driveways

All driveways must be constructed of either plain or pebbled concrete (aggregate), stained and/or stamped concrete, brick, or stone. The use of asphalt for driveways is allowed for use in lengthy driveways, but driveway entrances and parking surfaces must be concrete, brick or stone.

Exterior Colors

All exterior colors must be approved by the Committee. Accent colors are acceptable if used carefully to add detail and highlight architectural features.

Exterior Lighting

All exterior lights and lanterns affixed to the home's exterior must align with the modern design aesthetic and be constructed of a durable material approved by the Committee.

Exterior Walls

It should be assumed that the houses will be seen from all angles and that there will be a continuity of colors, materials and details on all elevations. Priority should be given, however, to those sides which are visible from streets and walkways. The application of the materials below will determine compliance with the modern aesthetic more than the material itself. The following materials are acceptable for use:

Wood Siding: Clapboard, rough or smooth finish; channel rustic boards; v-joint tongue and groove boards; vertical board and batten; wood shingles; all with semitransparent stains are recommended. Paint is allowed, but it does require more maintenance than stain or oil and is not considered as desirable as stain or oil.

Vinyl or Aluminum Siding: Not permitted.

Hardy Plank: The use of "Hardy Plank" or similar cementitious board siding may only be used as exterior soffit and fascia trim material as determined in the sole discretion of the Committee.

Brick: Natural and manufactured sand mold and textured brick may be used. Color ranges must align with the modern design aesthetic and should not be painted. Brick detail in chimneys, sills, entry steps is allowed. Exposed single depth of brick or stone at building corners is not allowed.

Stone: Natural and manufactured stone is allowed when applied in accordance with a modern design aesthetic.

Stucco: Natural, hand finished, or sand textured are the preferred finishes; scratches, splashes and artificial textures are discouraged. Stucco colors must blend with other colors.

Other Materials: Use of other natural or man-made materials are permitted if they are durable and align with the modern design aesthetic.

Facades

All sides of the residence should be finished with the same materials, or with compatible materials that blend with one another.

Fences

All fences must be approved prior to construction.

Gutters, Downspouts and Flashing

Flashing, gutters and downspouts, if used, must be constructed of a durable metal and powder coated or painted to match the other exterior finishes.

Landscaping

A landscape plan must be submitted and approved prior to the start of installation. The entire front elevation of the home must be landscaped upon completion of the home and prior to occupancy by the homeowner. Within one (1)

year thereafter, the remainder of the landscape planting must be completed. An underground irrigation system must be installed. Lot owners must landscape and maintain their lots to edge of the street.

Roof Materials

Roofing shall be of a color that is harmonious with surrounding landscaping and/or structures. Construction materials may consist of wood, shake or shingle, or metals such as copper, steel, or aluminum. Aluminum or steel material is to be permanently colored, i.e., anodized or other lifetime permanent coloring, subject to approval by the Architectural Review Committee. Solar panels may be incorporated into or upon the dwelling roof, subject to approval by the Committee. All roofing shingles must be a heavy-duty architectural grade.

Shutters

Shutter details must be shown on elevation drawings and align with the modern design aesthetic.

Street Furniture

Functional elements, such as mailboxes, benches, gates and details such as address plaques should be treated as opportunities to reinforce the design theme of the home and/or neighborhood.

Walkways

Permitted materials for walkways include: brick, pebbled concrete (aggregate), stone, or stained concrete.

Windows

Windows should be carefully selected and proportioned to enhance walls in which they are placed. Windows are required on all major walls including walls facing side yards. All windows must be commercial storefront, wood, vinyl-clad wood or aluminum- clad wood. The same window type must be used on all sides of the home.

EXHIBIT D
Architectural Control Standards for
Slate Subdivision

I. INTRODUCTION

In a planned community such as Slate Subdivision, the questions naturally arise as to how to maintain a harmonious, quality development as the community matures. The following standards attempt to provide a meeting ground between private interests and the broader interest of the Slate Subdivision community.

Control for maintaining the quality of design is through the Covenants, which run with the land and are binding on all homeowners and should be fully understood. The fact that each homeowner is subject to the Covenants should assure all homeowners that the standards of design quality will be maintained, enhancing the community's overall environment and protecting property values.

Article VII of the Covenants require the prior approval by the Architectural Review Committee of any new construction, exterior change, addition, or alteration to the property. Such changes include any building, fence, wall or other structure that may be constructed, added or altered. The Covenants further require that the plans, specifications, and locations showing the nature, kind, shape, height, and/or materials be approved in writing as to harmony in external design and location in relation to surrounding structures and topography.

The Architectural Review Committee is charged with conducting the review of all applications for construction and rendering a decision to the applicant in writing. If an application is denied, the applicant may appeal to the Board of Directors. The Board of Directors may reverse or modify the Architectural Review Committee's decision by a unanimous decision.

The standards which follow are the procedures and guidelines applied by the Architectural Review Committee and the Board of Directors to assist the Association and its members in the design review process. It is hoped that these specifications will serve as a positive tool to assist each homeowner in the full and free use of their property in a manner consistent with the aesthetic and harmonious development to the Slate Subdivision community.

II. REVIEW CRITERIA

The Architectural Review Committee evaluates each application on the individual merits of each application. The Architectural Review Committees decisions are based on the standards in the following sections.

Validity of Concept: The basic idea of the new construction or exterior change must be sound and appropriate to its surroundings.

Landscape and Environment: The new construction or exterior change must not unnecessarily destroy or blight the natural landscape or the achieved man-made environment.

Relationship of Structures and Adjoining Property: The proposed residence, addition or exterior change should relate harmoniously among its surroundings and to existing buildings and terrain that have a visual relationship to the change.

Protection of Neighbors: The interests of neighboring owners should be protected by making provisions for such matters as surface water drainage, sound and sight buffers, preservation of views, light and air, and other aspects of design which may have substantial effects on neighboring property. For example, fences may obstruct views, breezes, or access to neighboring property; dog pens may cause undesirable noises and odors or infringe drastically on views of neighboring property. The Architectural Review Committee should consider the various and appropriate criteria and exercise discretion in determining which of these criteria will be governing in each specific application.

Design Compatibility: The proposed new construction or exterior change must be compatible with the general neighborhood setting and/or with the design characteristics of the applicants' home.

Scale: The three-dimensional scale of the proposed residence or structure must relate satisfactorily to adjacent structures and their surroundings. For example, a detached storage shed of a disproportionate size to the area in which it is intended to be placed would not be satisfactory.

Materials: Materials must be of very high quality. With respect to outlying structures, continuity is established by the use of the same or compatible materials as are used in the existing home. For example, an added shed should be made of the same or similar materials as the home; likewise, the shingles should also be the same or similar.

Color: The exterior color used for a home should blend into and be harmonious with the surrounding natural environment. Color may be used to soften or intensify visual impact. For example, the color of a fence should blend in with the surrounding natural environment or be painted to be in continuity with the existing home. A storm door should be painted to match the entrance door or the house trim color. A shed should be painted to match the existing home.

Workmanship: The construction of residences should reflect very high-quality construction. The quality of work on outlying structures or additions must be equal to or better than that of any existing structures. Poor practices may cause the owner problems and may be visually objectionable to others. For example, a wooden fence not properly treated and maintained may in a short period start to decay and become unsightly to the owner and neighboring property owners.

Timing: The construction of a residence should be completed within a reasonable time period, as estimated by the builder. Projects that remain uncompleted for a long period of time are visually objectionable and can be a nuisance and safety hazard for neighbors and the community. All applications must contain a proposed maximum time period from start to completion of construction. If the proposed time period is considered unreasonable, the Architectural Review Committee may disapprove the application. Do not apply for a building permit, purchase materials, or commit to any contractor in anticipation of instant approval by the Architectural Review Committee. Applicants should wait until they have received written application approval by the Architectural Review Committee prior to purchasing or committing to such work. Homeowners should plan well in advance to allow time for application processing.

EXHIBIT E
Construction Rules for
Slate Subdivision

CONSTRUCTION RULES AND REGULATIONS

The following rules apply to all Slate owners, builders, contractors and service personnel while on Slate premises (also referred to as the “Community”):

I. CONCRETE TRUCKS

Concrete trucks may be washed out only on the site where a slab has just been poured. Concrete trucks may not be washed out on adjacent lots, common grounds, medians, cul-de-sacs, on any street, sidewalk or any property within the Community.

II. DAMAGE

Any damage to streets, drainage inlets, sidewalks, street lights, street markers, mailboxes, landscaping, etc., must be repaired immediately by the contractor or owner; otherwise, the Slate Homeowners’ Association (the “Association”) will cause such repairs to be done and will bill costs to the responsible contractor.

III. EROSION CONTROL

All owners and builders must provide proper silt screening to prevent the washing of mud into the streets and natural areas. This will be strictly enforced.

IV. HOURS OF CONSTRUCTION

Monday through Friday – 7:00 a.m. until 7:00 p.m.

Saturday – 9:00 a.m. until 5:00 p.m.

Sunday – No construction is allowed on Sunday.

V. MATERIALS

Construction materials shall be stored in a neat and orderly manner at all times during construction. No building materials or equipment of any kind may be placed or stored on any adjacent lot.

VI. PERSONNEL

Only bona fide construction personnel are allowed on the property. They are required to exit the property upon completion of their work. No children or pets of construction personnel will be permitted on the job site. All construction personnel are required to wear shirts at all times. No alcoholic beverages are permitted on the property. Littering within the Community will not be tolerated. Loud stereos and noise will not be allowed. No construction personnel will be permitted to hunt or fish within the Community.

VII. PORTABLE TOILETS

Each builder shall be required to provide a properly maintained portable toilet on job sites during construction. Pooling or sharing the cost of portable toilets by builders is permissible.

VIII. PRESERVE AREAS

Certain areas in the Community exist as nature preserves and are to remain as such. Therefore, the following restrictions apply to all construction operations performed in proximity to these preserve areas: No construction activities are to take place in the preserve areas unless directed by the Committee; trees, underbrush and shrubs are to remain untouched and unharmed; the dumping of anything in these areas is strictly prohibited; earth removal or excavations in preserve areas is strictly prohibited; the storage of materials in preserve areas is strictly prohibited; the burning of waste and/or underbrush is strictly prohibited.

IX. SPEED LIMIT

The established speed limit within the Community is 25 miles per hour for construction vehicles, including light trucks and autos. This must be strictly obeyed.

X. SPILLAGES

Operators of vehicles are responsible for immediate clean-up of any load spillage. Clean-ups performed by the Association will be billed to the responsible party. Please report any spills to the Association or the Developer within 30 minutes.

XI. UTILITY LINES

If any telephone, cable television, electrical, water, etc. lines are cut, it is the builder’s responsibility to report the accident to the Developer within 30 minutes and the responsible contractor must repair damage immediately or arrange for the appropriate installer to repair damage immediately.

XII. VEHICLES AND PARKING

No vehicles (trailers, trucks, vans, cars, etc.) may be left in the Community overnight. All construction personnel must park their vehicles on the site on which they are working. No vehicles may be parked on or within any adjacent lot or common area or on any driving surface in any manner that blocks the driving surface. No vehicles may be driven off the pavement edge.

XIII. WASTE REMOVAL

Contractors are required to keep their job sites as neat and clean as possible. All trash and construction debris must be controlled by either a) storing it in an on-site dumpster rented from a local waste storage and removal company (pooling or sharing the cost of dumpsters by builders is permissible) or b) hiring a clean-up personal that maintains the site on a regular basis. There will be no stockpiling or dumping on adjacent lots or property within the Community. Unsightly trash not removed after notification will be removed by the Association and will be billed to the lot owner.

SLATE DEVELOPMENT, LLC INTENDS TO ENFORCE THESE CONSTRUCTION RULES AND REGULATIONS. FAILURE TO ABIDE BY THESE RULES MAY RESULT IN THE LOSS OF PRIVILEGE FOR VIOLATORS TO WORK WITHIN THE COMMUNITY.