

UNOFFICIAL

BOOK 1302 PAGE 671

ENTERED

PREPARED BY:
MEADOWS, RILEY, KOENEN & TEEC
P.O. BOX 550
GULFPORT, MS 39502
(601) 864-4511

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

PROTECTIVE COVENANTS FOR
SWAN LAKE ESTATES SUBDIVISION
PHASE I, Unit I

KNOW ALL MEN BY THESE PRESENTS:

That LADNER AND LEGETT PROPERTIES, INC., is a Mississippi Corporation, being the owner in possession of SWAN LAKE ESTATES, PHASE I, Unit I, a subdivision situated in Section 22, Township 6 South, Range 11 West, in the First Judicial District of the County of Harrison, State of Mississippi, according to the official Map or Plat thereof on file and of record in the Office of the Chancery Clerk thereof, in Plat Book 38 at page 48 does hereby agree to apply, and does hereby impose the following Protective Covenants on all lots in the aforesaid subdivision, said Covenants running with the land, as follows, to-wit:

1. The Restrictions and Covenants contained herein shall apply to Phase I, Unit I.
2. All lots in the aforesaid subdivision shall be known and described as residential lots, and no building shall be used for any purpose other than residence. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached residential dwelling not to exceed 3 stories in height and must include a carport or garage adequate for housing at least two automobiles and other out buildings incidental to residents in use of said lot except as provided in Clause 10.
3. The size of any dwelling, meaning the enclosed or heated area of the main structure exclusive of open porches, garages, carports or storage areas shall not be less than 1600 square feet on non-water front lots and 1800 square feet on all lots that abut the lake or Little Biloxi River. The ground or first floor area of a multi-story house shall contain not less than 1000 square feet.
4. All residences, garages, carports, outbuildings, fences and other structures incidental to the residential use of said lot shall conform in design, materials, styles and quality of workmanship, including the type of exterior wall surfaces and roofs to the approval of the architectural committee. All roofs must have a minimum roof pitch of 6/12. Two sets of plans and specifications for said property shall be submitted to the committee before any construction of any nature is begun, and of the two sets of plans, one must be approved by the said committee before beginning of construction and the other is to remain with the committee for reference. The approval is valid for a period of 12 months from the date it is granted. Construction must then begin within 12 months of approval and construction must be completed within (24) months after approval unless the time is extended by written approval of the architectural committee. If this approval is not given within 30 working days after delivery of the said plans to the said committee, the delay may be considered as approval and construction may proceed immediately. Said Architectural Committee shall be composed of 3 members appointed by Ladner and Legett Properties, Inc., its successors or assigns. The initial committee members, until replaced are Carl Legett, David Ladner and Paulette Ladner. Ladner and Legett Properties, Inc., its successors and assigns has the right to remove any committee member and appoint a successor.
5. The owner or builder, in building or causing to be built the original house on any lot shall not substantially duplicate the exterior elevation or design of any other house then existing or in the process of construction in said subdivision within five hundred (500) feet of said lot.
6. Each lot shall be a single dwelling site and no lot may be split to provide two or more building sites. In the event, however, any person shall purchase two or more adjacent lots and shall desire to construct a single dwelling on said adjoining lots as one building site, then the restrictions of these covenants shall apply to said lots as if that dwelling had been constructed on a single building lot. Lots between lots may be split between adjacent lot owners with the same effect.

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7. No building shall be located nearer than 35 feet to the front line or nearer than 25 feet to any side street. No building shall be located nearer than 10 feet to an interior lot line nor nearer than 15 feet to the rear lot line.
8. No noxious or offensive activity shall be carried on upon a lot, nor anything be done thereon which shall be or may become an annoyance or nuisance to the neighborhood.
9. No junkyard may be established on the property and a junkyard is to be defined as an accumulation of one or more inoperative automotive vehicles, automobiles and/or trucks, nor shall there be any accumulation of scrap iron, junk or trash on the premises.
10. No structure of a temporary character (trailer, basement, tent, shack, garage, barn, or other out buildings) shall be used on any lot at any time as a residence whether temporarily or permanently. No building may be put on any of the described lots other than one dwelling house and any additions made to the dwelling house will be attached to and conformed to the general design of the existing dwelling. Ladner and Legett Properties, Inc. may construct a building without restriction as to size or construction, provided that such building is used as a sales office by Ladner and Legett Properties, Inc., only for the purpose of selling lots or new houses in the subdivision, and this use to be continued only so long as said building is used for said purpose.
11. Whenever buildings are erected on any lot or parcel and constructed completely or in part of concrete, concrete blocks, or other masonry block units, such block shall be covered with brick, natural stone, stucco, or other exterior surface material approved by the architectural committee, over the entire surface exposed above finished grade.
12. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.
13. No large animals or livestock of any type shall be permitted on any lot. Large animals and livestock include, but are not limited to, sheep, goats, cows, calves, mules, pigs or horses.
14. No mobile homes or modular homes may be placed on any lot at any time except by the Developer to be used as a sales office as provided under Item 10.
15. No lots shall be used or maintained as a dumping ground for rubbish or trash, and garbage and other waste materials shall not be kept except in sanitary conditions.
16. No, individual on-site sewage disposal systems shall be permitted on any lot. Drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers, and/or utility easements as designated herein, or as may hereafter appear on any plat or record in which reference is made to these covenants.
17. No fence of any kind shall be erected from the front line to the front sill line of the main building on any lot. All fences constructed on other areas of the lot must be approved by an Architectural Committee.
18. All satellite dish antennae must be located in the rear yard screened from street view.
19. No boat, trailer, recreational vehicle, racing car or other vehicle of conveyance other than a conventional private passenger vehicle may be kept on a regular basis on or adjacent to any front yard, side yard, or driveway, visible from the street. It is the intention of this restriction to keep such vehicles in garages or behind solid fences or otherwise out of view from other lots in the subdivision.
20. The lake located within the subdivision is for the exclusive use of the lot owners and their guests. No boats in excess of 12 feet in length shall be allowed on the lake. No inboard motor boats shall be allowed and no gasoline outboard motors, in excess of three and one-half horse power shall be allowed on said lake. Jet Skis are prohibited.
21. All common property within the subdivision shall be transferred to Swan Lake Estates Homeowners Association, Inc. Each lot owner within the subdivision shall receive one (1) Certificate of Membership in the Homeowners Association for each lot purchased.
22. Each owner of a lot in Swan Lake Estates Subdivision, Phase I, Unit I, and all future phases, shall be a member of Swan Lake Estates Homeowners Association and shall receive 1 Certificate of Membership in the Swan Lake Estates Homeowners Association per each lot owned.
23. Each lot owner whether or not it shall be so expressed in his deed is deemed to covenant and agrees

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to pay to the association annual assessments on a per lot basis as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable fees, shall also be the obligation of the owner of such lot at the time the assessments fall due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless it is expressly assumed, but the passing of title shall not affect the validity of the lien upon the lot.

24. The owner of each lot in Swan Lake Estates Subdivision, Phase IA, shall annually pay an assessment for the purpose of creating a fund to be known as "Swan Lake Estates Subdivision Maintenance Fund". The amount of the annual charge is hereby fixed at \$50.00 per year, per lot. The assessment shall be due in January of each year beginning in January, 1996. The amount of the assessment may be changed from time to time by the Swan Lake Estates Home Owners Association. The maintenance fund may be used for any purpose in the sole discretion of the Association which shall be for the benefit of the aforementioned lot owners, which purposes among others, may include but not be limited to the upkeep of the entrance ways, public rights of way, insect control and employment of watchmen.

25. The Owner/Declarant, Ladner and Legett Properties, Inc. shall continue to maintain the common areas at its expense and shall not be obligated to contribute to the Swan Lake Estates Subdivision Maintenance Fund until the Homeowners Association assumes responsibility for maintaining the common areas.

26. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage on the property. Provided however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall only extinguish the lien created by assessments prior to such sale or transfer, and no such sale or transfer shall relieve any lot from liability for any assessments thereafter becoming due or from the lien thereof. Upon obtaining title to the property the first mortgage holder and all subsequent Grantee's shall be bound by these covenants and assessments.

27. RIVER FRONT LOTS: The following covenants shall apply to all lots abutting the Little Biloxi River:
A. There shall be no removal, destruction, cutting, mowing, alteration or spraying with biocides of any living vegetation, nor any disturbance or change in the natural habitat in any manner within the "floodway zone" as designated on the official plat.

B. Construction of docks or piers along the Little Biloxi River is prohibited.

28. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date and time these covenants are filed for recording, after which said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by the majority of the then owners of lots has been filed for recording agreeing to change said covenants in whole or in part, provided however, these covenants may be amended at any time with the written consent of at least 51% of the owners in Phase I, Unit I. For the purpose of amending or extending these covenants, owners of multiple lots shall be granted one vote per lot.

29. Enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate any covenants, either to restrain the violation thereof or to recover damages therefor.

30. Invalidation of any one of these covenants by a Judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

In witness whereof, the owner has caused this instrument to be duly executed by the authorized officers for and in behalf of Ladner and Legett Properties, Inc., on this the 21st day of April, A.D., 1995.

LADNER AND LEGETT PROPERTIES, INC.

By: Pauline Ladner

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STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, on this the 22nd day of April, A.D., 1995, within said jurisdiction, the within named Legett Properties, Inc., who acknowledged to me it is the President of Ladner and Legett Properties, Inc., a Mississippi Corporation, and that for and on behalf of the said corporation, as its official act and deed, it executed the above and foregoing instrument in writing, after first having been duly authorized by said corporation so to do.

Donald S. Jones
NOTARY PUBLIC

My Commission Expires:

3/15/97

SEAL

NOTARY
PUBLIC

UNOFFICIAL

STATEMENT OF FEES

Recording Fee \$6.00
Abstracting/Section Fee at 1.00
\$1.00 each
Marginal Entry at 50 each
Other 1.00
TOTAL FEES COLLECTED 7.00

LAWRENCE GREENWOOD 00685

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 3 o'clock
and 45 minutes P. M. on 21st day of April, A.D. 19 95
and recorded April 25, 19 95 in Records of Deeds
Book 1302 Pages 671-674

By G. N. CREEL, Chancery Clerk
Cindy Wolfe, D.C.

2318

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PHASE 1 UNIT 1

AMENDMENT

FILED OCTOBER 2, 1995

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

BOOK 1315 PAGE 498

ENTERED

AMENDMENT OF PROTECTIVE COVENANTS FOR
SWAN LAKE ESTATES SUBDIVISION
PHASE I, UNIT I

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, by Instrument dated April 21, 1995, executed by LADNER & LEGETT PROPERTIES, INC., as Owners and Developers of that certain property in the First Judicial District of Harrison County, Mississippi known as SWAN LAKE ESTATES, PHASE I UNIT I, as shown by Plat or Map thereof filed with the Chancery Clerk of Harrison County, Mississippi, First Judicial District, and recorded in the Plat Book 38 at Page 48, agreed and covenanted that certain protective covenants as recorded in Deed Book 1302 at Page 671 in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, shall apply to all lots in said subdivision; and

WHEREAS, the undersigned Owners constituting more than 51% of the Owners of SWAN LAKE ESTATES, PHASE I UNIT I, the necessary number to amend said covenants, do hereby amend said protective covenants, and agree and covenant by and between themselves and with the purchasers and future owners of all lots in said subdivision, as follows:

CLAUSE 28 OF THE RESTRICTIVE COVENANTS
IS HEREBY AMENDED TO READ AS FOLLOWS:

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date and time these covenants are filed for recording, after which said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by the majority of the then owners of lots has been filed for recording agreeing to change said covenants in whole or in part, provided however, these covenants may be amended at any time with the written consent of at least 51% of the owners in Phase I Unit I, except that CLAUSE 27 relating to

27 relating to River Front Lots may not be Amended or Deleted from these Restrictive Covenants. For the purpose of amending or extending these covenants, owners of multiple lots shall be granted one vote per lot.

LADNER AND LEGETT PROPERTIES, INC.

BY: David Ladner Sec.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction, the aforesaid, on this the 29th day of September, A.D., 1995, within said jurisdiction, the within named David Ladner, who acknowledged to me he is the Secretary of LADNER & LEGETT PROPERTIES, INC., a Mississippi Corporation, and that for and on behalf of the said corporation, as its official act and deed, he executed the above and foregoing instrument in writing, after having been duly authorized by said corporation so to do.

Sandra B. Bass
NOTARY PUBLIC

MY COMMISSION EXPIRES:

3/10/97

This Document Prepared By:

Meadows, Riley, Koenenn & Teal
P.O. Box 550
Gulfport, MS 39502
(601) 864-4511

STATEMENT OF FEES
Recording Fee \$6.00
Abstracting / Section Fee at 1.00
Marginal Entry at 50 each
Other 1.00
TOTAL FEES COLLECTED 7.00

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 40 o'clock
and 40 minutes P. M. on 2nd day of October A.D. 19 95
and recorded 043, 19 95 in Records of Deeds Book 1315 Pages 493-494

5794 G. N. CREEL, Chancery Clerk
By Cindy Legett, D.C.

PHASE 1 UNIT 1

AMENDMENT

FILED NOVEMBER 21, 1996

BOOK 1354 PAGE 459

ENTERED

Meadows, Riley, Koenenn & Teel
P.O. Box 550
Gulfport, MS 39502
(601) 864-4511

AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, the undersigned Ladner and Legett Properties, Inc., executed Protective Covenants on Swan Lake Estates, Phase I, Unit I, a subdivision, as per plat recorded in Plat Book 38 at Page 48, which Protective Covenants are recorded in Deed Book 1302 at Page 671, amended and recorded in Deed Book 1315 at Page 493, in the First Judicial District, Harrison County, Mississippi; and

WHEREAS, the undersigned owners of the lots in said subdivision desire to amend said covenants.

WHEREAS, the undersigned Owners constituting more than 51% of the Owners of SWAN LAKE ESTATES, PHASE I, UNIT I, the necessary number to amend said covenants, do hereby amend said protective covenants, and agree and covenant by and between themselves and with the purchasers and future owners of all lots in said subdivision, as follows:

NOW THEREFORE, the above protective covenants are hereby amended as follows:

The front yard set back for Lots 3, 4 and 5, Swan Lake Estates, Phase I, Unit I, is hereby reduced from 35 feet to 25 feet.

All other covenants and conditions shall remain in full force and effect.

WITNESS our signatures this the 20th day of November, 1996.

Ladner and Legett Properties, Inc.

By: Paulette Ladner
PAULETTE LADNER

STATE OF MISSISSIPPI

COUNTY OF HARRISON

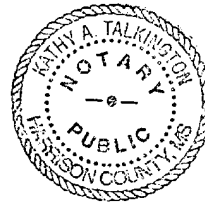
PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, on this the 20th day of November, A.D., 1996, within said jurisdiction, the within named PAULETTE LADNER, who acknowledged to me she is the President of Ladner and Legett Properties, Inc., a Mississippi Corporation, and that for and on behalf of the said corporation, as its official act and deed, she executed the above and foregoing instrument in writing, after first having been duly authorized by said corporation so to do.

Kathy A. Talkington
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Sept. 7, 1997

SEAL



STATEMENT OF FEES

Recording Fee \$6.00
Abstracting/Section Fee at \$1.00 each 1.00
Marginal Entry at .50 each 1.00
Other land mgmt 1.00
TOTAL FEES COLLECTED 8.00

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 2 o'clock and 45 minutes P M. on 30 day of Nov, A.D. 19 96 and recorded Nov. 21, 19 96 in Records of Deeds

John McAdams, Chancery Clerk Book 1354 Pages 459
Chancery Clerk

By Andy Wright 8767 D.C.

PHASE 1 UNIT 1

AMENDMENT

FILED MARCH 26, 2008



SWAN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.
15443 Swan Lake Boulevard
Gulfport, MS 39503
SLEBOD@swanlakehoa.org

February 21, 2025

MEMORANDUM FOR RECORD

SUBJECT: Unenforceability of Elements of Amended and Restated Covenants of Phase I, Unit I, dated March 26, 2008

The board of directors does not recognize those elements of the Amended and Restated Covenants of Phase I, Unit I, dated March 26, 2008, limiting assessments enacted through the association's procedural requirements. Those elements contradict the original covenants, are without authority, unenforceable and not binding on Swan Lake Estates HOA as a whole.

Jeffrey L. Wyatt
President, Board of Directors
slebod@swanlakehoa.org

SCANNED

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



1st Judicial District
Instrument 2008 2585 D -J1
Filed/Recorded 3 26 2008 2 40 P
Total Fees 117.00
48 Pages Recorded

AMENDED AND RE-STATED
PROTECTIVE COVENANTS
FOR SWAN LAKE ESTATES SUBDIVISION,
PHASE I, UNIT I



KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, pursuant to Clause 28 of the original Protective Covenants of Swan Lake Estates Subdivision, Phase I, Unit I, as the same are recorded in Deed Book 1320 at Pages 671 - 674 of the Land Deed Records of the First Judicial District of Harrison County, Mississippi, and being more than 51% of the current owners of lots in Phase I, Unit I, do hereby amend and re-state the Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I, so that the Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I are now amended and re-stated to read as follows, to-wit:

1. The Restrictions and Covenants contained herein shall apply to Swan Lake Estates Subdivision, Phase I, Unit I
2. All lots in the aforesaid subdivision shall be known and described as residential lots, and no building shall be used for any purpose other than a residence. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached residential dwelling not to exceed 3 stories in height and must include a carport or garage adequate for housing at least two automobiles and other out buildings incidental to residents in use of said lot.
3. The size of any dwelling, meaning the enclosed or heated area of the main structure exclusive of open porches, garages, carports or storage areas shall not be less than 1600 square feet on non-water front lots and 1800 square feet on all lots that abut the lake or Little Biloxi River. The ground or first floor area of a multi-story house shall contain not less than 1000 square feet.
4. All residences, garages, carports, outbuildings, fences and other structures incidental to the residential use of said lot shall conform in design, materials,

styles and quality of workmanship, including the type of exterior wall surfaces and roofs, to those residences currently existing as of the effective date hereof. Mail box design shall be left to the preference of individual lot owners. All roofs must have a minimum roof pitch of 6/12.

5. The owner or builder, in building or causing to be built the original house on any lot shall not substantially duplicate the exterior elevation or design of any other house then existing or in the process of construction in said subdivision within five hundred (500) feet of said lot.
6. Each lot shall be a single dwelling site and no lot may be split to provide two or more building sites. In the event, however, any person shall purchase two or more adjacent lots and shall desire to construct a single dwelling on said adjoining lots as one building site, then the restrictions of these covenants shall apply to said lots as if that dwelling had been constructed on a single building lot. Lots between lots may be split between adjacent lot owners with the same effect.
7. No building shall be located nearer than 35 feet to the front line or nearer than 25 feet to any side street. No building shall be located nearer than 10 feet to an interior lot line nor nearer than 15 feet to the rear lot line.
8. No noxious or offensive activity shall be carried on upon a lot, nor anything be done thereon which shall be or may become annoyance or nuisance to the neighborhood
9. No junkyard maybe established on the property and a junkyard is to be defined as an accumulation of one or more inoperative automotive vehicles, automobiles and/or trucks, nor shall there be any accumulation of scrap iron, junk or trash on the premises.
10. No structure of a temporary character (trailer, basement, tent, shack, garage, barn, or other out buildings) shall be used on any lot at any time as a residence whether temporarily or permanently. No building may be put on any of the

described lots other than one dwelling house and any additions made to the dwelling house will be attached to and conform to the general design of the existing dwelling.

11. Whenever buildings are erected on any lot or parcel and constructed completely or in part of concrete, concrete blocks, or other masonry block units, such material shall be covered with brick, natural stone, stucco, or other exterior surface material conforming to existing residences, over the entire surface exposed above finished grade.
12. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.
13. No large animals or livestock of any type shall be permitted on any lot. Large animals and livestock include, but are not limited to, sheep, goats, cows, calves, mules, pigs or horses.
14. No mobile homes or modular homes may be placed on any lot at any time.
15. No lots shall be used or maintained as a dumping ground for rubbish or trash, and garbage and other waste materials shall not be kept except in sanitary conditions.
16. No individual onsite sewage disposal systems shall be permitted on any lot. Drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers, and/or utility easements as designated herein, or as may hereafter appear on any plat or record in which reference is made to these covenants.
17. No fence of any kind shall be erected from the front line to the front sill line of the main building on any lot. All fences constructed on other areas of the lot must conform to existing fences in Phase I, Unit I.

18. All ground based satellite dishes must be located in the rear yard screened from street view. Roof mounted satellite dishes will not be located on the front (street) side of the house.
19. No boat, trailer, recreational vehicle, racing car or other vehicle of conveyance other than a conventional private passenger vehicle may be kept on a regular basis on or adjacent to any front yard, side yard, or driveway, visible from the street. It is the intention of this restriction to keep such vehicles in garages or behind solid fences or otherwise out of view from other lots in the subdivision.
20. The lake located within the subdivision is for the exclusive use of the lot owners and their guests. No boats in excess of 12 feet in length shall be allowed on the lake. No inboard motor boats shall be allowed and no gasoline outboard motors, in excess of three and one-half horse power shall be allowed on said lake. Jet Skis are prohibited.
21. All common property within the subdivision shall be transferred to Swan Lake Estates Homeowners Association, Inc. Each lot owner within the subdivision shall receive one (1) Certificate of Membership in the Homeowners Association for each lot purchased.
22. Except as otherwise provided herein, each owner of a lot in Swan Lake Estates Subdivision, Phase I, Unit I, shall be a member of Swan Lake Estates Homeowners Association and shall receive 1 Certificate of Membership in the Swan Lake Estates Homeowners Association per each lot owned.
23. Except as otherwise provided herein, each lot owner whether or not it shall be so expressed in his deed is deemed to covenant and agrees to pay to the Swan Lake Estates Homeowners Association (herein Association) an annual assessment on a per lot basis not to exceed \$250.00 per year (which shall include the Swan Lake Estates Maintenance Fund set forth in Clause 24(a) hereof). The amount of this assessment may not be increased without the written approval of 51% of the owners in Phase I, Unit I. Such annual

assessment shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment shall also be the obligation of the owner of such lot at the time the assessments fall due. The personal obligation for delinquent unrecorded assessments shall not pass to the owner's successors in title unless it is expressly assumed, but the passing of title shall not affect the validity of the lien upon the lot, if such lien has been reduced to writing and duly filed with the Chancery Clerk of Harrison County, MS.

- 24(a). As part of the assessment mentioned in Clause 23 above, the owner of each lot in Swan Lake Estates Subdivision, Phase I, Unit I, shall annually pay an assessment for the purpose of creating a fund to be known as "Swan Lake Estates Subdivision Maintenance Fund." The amount of the annual charge is hereby fixed at \$50.00 per year, per lot. The assessment shall be due in January of each year beginning in the January immediately following the effective date hereof. The amount of the assessment may not be increased without the written approval of 51% of the owners in Phase I, Unit I. The maintenance fund may be used for any purpose in the sole discretion of the Association which shall be for the benefit of the aforementioned lot owners, which purposes, among others, may include, but not be limited to, the upkeep of the entrance ways, public rights of way, insect control and employment of watchmen.
- 24(b). Notwithstanding anything aforesaid and notwithstanding anything hereafter stated, if, for any reason whatsoever, any lot or lot owner in Phase I, Unit I is denied any membership privilege (voting or any other privilege of members, no matter how insignificant) in the Swan Lake Estates Homeowners Association then, in that event, any such owner(s) of a lot or lots in Phase I, Unit I shall have the option of withdrawing from the Swan Lake Estates Homeowners Association, and, in the event of such a written withdrawal, such owner(s) shall no longer be obligated to pay the Association's annual assessment set forth in Clause 23 above, except for the \$50.00 per year maintenance fund as set forth in Clause 24(a) above, but shall continue to enjoy all of the benefits and privileges afforded to all other owners within Phase I, Unit I, or any other

phase of Swan Lake Estates Subdivision. In the event the Swan Lake Estates Homeowners Association ever attempts to take any punitive action against any owner of a lot in Swan Lake Estates Subdivision, Phase I, Unit I, or in the event that the Swan Lake Estates Homeowners Association attempts to assess any fine against any owner of a lot or lots in Swan Lake Estates Subdivision, Phase I, Unit I, then, in such event, any such owner(s) of lots in Phase I, Unit I, shall have the option of withdrawing from the Swan Lake Estates Homeowners Association and, in the event of such written withdrawal, such owner(s) shall no longer be obligated to pay the Association's annual assessment set forth in Clause 23 above except for the \$50.00 per year maintenance fund as set forth in Clause 24(a), but shall continue to enjoy all of the benefits and privileges afforded to all other lot owners within any phase of Swan Lake Estates Subdivision.

- 24(c). Except as provided in Clauses 24(a) and 24(b) above, no owner of any lot or lots in Phase I, Unit I, shall have any further monetary obligation to the Swan Lake Estates Homeowners Association.
- 24(d). The Swan Lake Estates Homeowners Association shall have no authority to borrow any money which would in any way obligate any lot owner of Phase I, Unit I. Notwithstanding the aforesaid, any lot owner may agree in writing to share in the responsibility of such a loan, but these covenants and restrictions do not authorize the Swan Lake Estates Homeowners Association to incur any liability on behalf of any lot owner, except as specifically authorized hereby. Any attempt on the part of the Swan Lake Estates Homeowners Association to involuntarily impose any such loan obligation, or any other obligation not provided for herein, shall authorize any affected owner in Phase I, Unit I to elect to withdraw from the Homeowners Association as provided in Clause 24(b) hereof.
- 24(e). In the event any owner of a lot in Phase I, Unit I wishes to avail itself of its option to withdraw from the Swan Lake Estates Homeowners Association, as provided in Clauses 24(b) and 24(d) above, then such withdrawal shall be in writing and shall be addressed to the Swan Lake Estates Homeowners

Association at P.O. Box 3748, Gulfport, MS 39505 and shall become effective upon the same being posted with the United States Mail, postage prepaid. Thereafter, the lot or lots owned by such owner(s) shall not be obligated to be a member of the Swan Lake Homeowners Association, except upon the then-owner of said lot(s) voluntarily agreeing to reassume membership obligations in writing.

25. The Homeowners Association shall assume responsibility for maintaining all common areas.
26. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage on the property. Provided however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall only extinguish the lien created by assessments prior to such sale or transfer, and no such sale or transfer shall relieve any lot from liability for any assessments thereafter becoming due or from the lien thereof. Upon obtaining title to the property the first mortgage holder and all subsequent Grantee's shall be bound by these covenants and assessments.
27. RIVER FRONT LOTS: The following covenants shall apply to all lots abutting the Little Biloxi River:
 - A. There shall be no removal, destruction, cutting mowing, alteration or spraying with biocides of any living vegetation, nor any disturbance or change in the natural habitat in any manner within the "floodway zone" as designated on the official plat.
 - B. Construction of boat docks or piers along the Little Biloxi River is prohibited.
28. These Amended and Re-stated Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date and time these Amended and Re-stated Covenants are filed for recording, after which said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by the majority of the then owners of lots has been filed for recording agreeing to change said

covenants in whole or in part, provided however, these covenants may be amended at any time with the written consent of at least 51% of the owners in Phase I, Unit I. For the purpose of amending or extending these covenants, owners of multiple lots shall be granted one vote per lot.

29. Enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate any covenants, either to restrain the violation thereof or to recover damages therefor. These Amended and Re-stated Protective Covenants may be enforced by any owner of a lot in Swan Lake Estates Subdivision, Phase I, Unit I, in any court of competent jurisdiction. The Swan Lake Estates Homeowners Association shall not be authorized to enforce any of these Covenants, except upon being given written permission by at least 51% of the current owners of lots in Phase I, Unit I.
30. Invalidation of any one of these covenants by a Judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

The above and foregoing Amended and Re-stated Protective Covenants for Phase I, Unit I shall amend and replace the Protective Covenants dated April 21, 1995 and so recorded in Deed Book 1320 at Pages 671 – 674, and shall now constitute all and singular of the Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I.

The effective date of these Amended and Re-stated Protective Covenants for Phase I, Unit I shall be the date and time at which they are filed for record in the Land Deed Records of the First Judicial District of Harrison County, Mississippi.

These Amended Re-States Protective Covenants may be executed in multiple counterparts and assembled into one effective document for recording purposes.

In witness whereof, the current owners of over 51% of the lots in Phase I, Unit I, have caused this instrument to be duly executed on the days and dates hereinafter set forth.

Witness the signature(s) and seal(s) of the Owner(s) of Lot 2, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

Helen Y. R. Reasor
PRINT NAME

Helen Y. R. Reasor
SIGNATURE

William G. Reasor III
PRINT NAME

William G. Reasor III
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

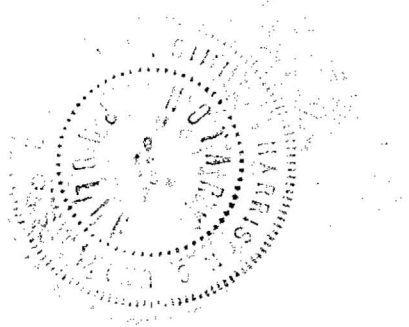
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Helen Y. Reasor and William G. Reasor III who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

Dorothy L. Simmons
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 3, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

Eric Beamon

PRINT NAME

Eric Beamon

SIGNATURE

PRINT NAME

SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Eric Beamon and Eric Beamon, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

Dorothy L. Simmons
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 6, Swan Lake Estates Subdivision, Phase I, Unit I, this the 24 day of March, 2008.

Michael Hall
PRINT NAME

Michael Hall
SIGNATURE

Tonya Jackson-Hall
PRINT NAME

Tonya Jackson-Hall
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Michael Hall and Tonya Jackson-Hall, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 24 day of March, 2008.

Teresa Preston
NOTARY PUBLIC

My commission expires:

4-11-08



Witness the signature(s) and seal(s) of the Owner(s) of Lot 9 & 10, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

Donna Brown Holmes
PRINT NAME

Donna Brown Holmes
SIGNATURE

PRINT NAME

SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

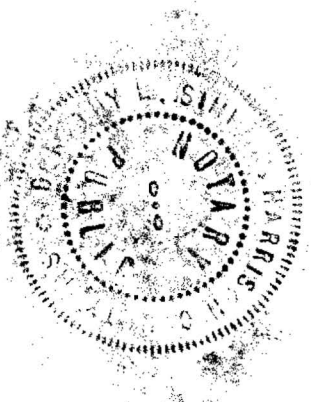
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named _____ and Donna Brown Holmes who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Re-stated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

March GIVEN under my hand and official seal of office, this the 22nd day of _____, 2008.

My Commission Expires: OCT 16, 2008

Dorothy L. Simmons
NOTARY PUBLIC

My commission expires:



Witness the signature(s) and seal(s) of the Owner(s) of Lot 11, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

John B. Pope
PRINT NAME

[Signature]
SIGNATURE

Sheila J. Pope
PRINT NAME

[Signature]
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

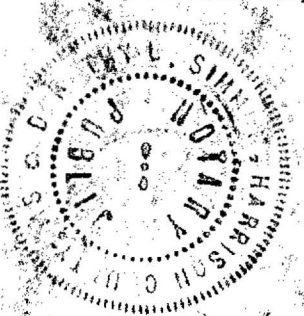
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named John B. and Sheila J. Pope who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

[Signature]
NOTARY PUBLIC

My commission expires:



Witness the signature(s) and seal(s) of the Owner(s) of Lot 130, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

GARY DALE
PRINT NAME

Gary Dale
SIGNATURE

SUSAN DALE
PRINT NAME

Susan Dale
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

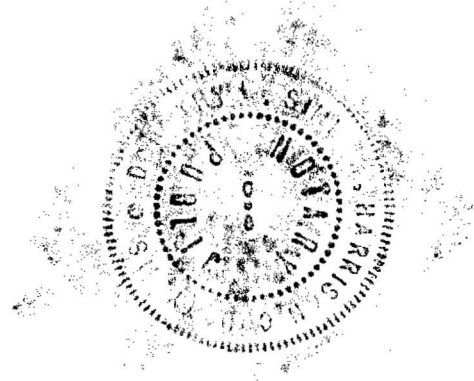
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Gary and Susan Dale, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Re-stated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

Dorothy L. Simmons
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 129, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

Jean Shaw
PRINT NAME

Jean Shaw
SIGNATURE

Russell A. Lott
PRINT NAME

Russell A Lott
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

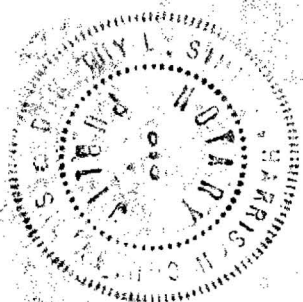
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Jean Shaw and Russell Lott, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

Parokey L. Simmons
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 133, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

PATSY D. ESTES
PRINT NAME

Patsy D. Estes
SIGNATURE

JOHN D. ESTES
PRINT NAME

John D. Estes
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

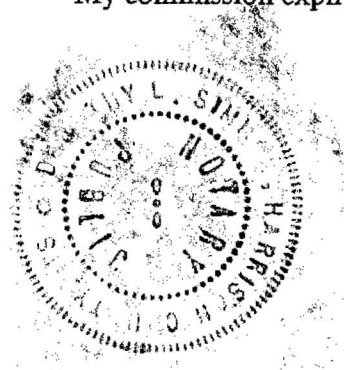
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named John D. and Patsy D. Estes who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Re-stated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

March GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

Dorothy L. Simmons
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 132, Swan Lake Estates Subdivision, Phase I, Unit I, this the 23 day of March, 2008.

Daniel C. Stevison, Jr. Daniel C. Stevison, Jr.
PRINT NAME SIGNATURE

Patricia A. Stevison Patricia A. Stevison
PRINT NAME SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Daniel C. and Patricia A. Stevison, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 23 day of March, 2008.

Teresa Preston
NOTARY PUBLIC

My commission expires:

4-11-11



Witness the signature(s) and seal(s) of the Owner(s) of Lot 134, Swan Lake Estates Subdivision, Phase I, Unit I, this the 24 day of March, 2008.

Tasha Roth
PRINT NAME

Tasha Roth
SIGNATURE

Walker Roth
PRINT NAME

Wal Roth
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Tasha Roth and Walker Roth, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 24 day of March, 2008.

Teresa Preston
NOTARY PUBLIC

My commission expires:
4-11-11



Witness the signature(s) and seal(s) of the Owner(s) of Lot 283, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

MICHAEL D. SMILES

PRINT NAME

Michael D. Smiles

SIGNATURE

Margarette Rosa Lee Smiles

PRINT NAME

Margarette Rosa Lee Smiles

SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

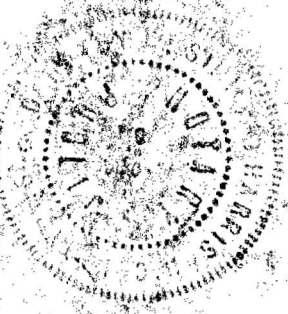
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Michael and Margarette Rosa Lee Smiles who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

March GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

Rosemary L. Simmons
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 285, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

BARRY DREYFUS JR
PRINT NAME

[Signature]
SIGNATURE

PRINT NAME

SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named BARRY DREYFUS JR and [Signature], who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

March GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

[Signature]
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 287, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

FRANK A. DENICOLA
PRINT NAME

Frank A. Denicola
SIGNATURE

Robin M. Denicola
PRINT NAME

Robin M. Denicola
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Frank A. Denicola and Robin M. Denicola who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

March GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

Dorothy L. Simmons
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 288, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

James C. Booth, Jr
PRINT NAME

[Signature]
SIGNATURE

Merri Lynne Booth
PRINT NAME

Merri Lynne Booth
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

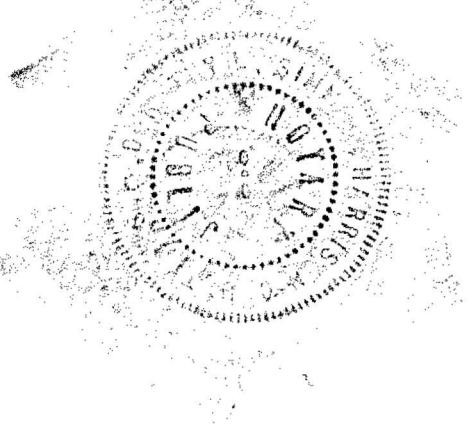
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named James C. Booth, Jr and Merri Lynne Booth, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

[Signature]
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 289, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

THOMAS BRUCE COSPELICH
PRINT NAME

Thomas B. Cospelich
SIGNATURE

Fredna Sue Cospelich
PRINT NAME

Fredna Sue Cospelich
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

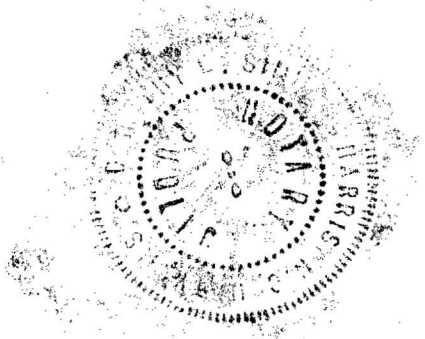
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Thomas Bruce and Fredna Sue Cospelich who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

Dorothy L. Simmons
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 281 & 282 Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

Timothy L. Brown
PRINT NAME

Timothy L. Brown
SIGNATURE

Alicia G. Brown
PRINT NAME

Alicia G. Brown
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

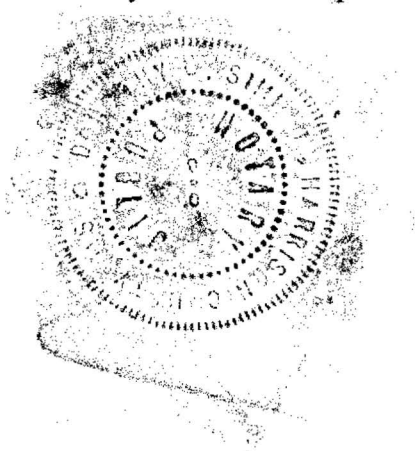
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Timothy and Alicia G. Brown, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

Dorothy L. Simmons
NOTARY PUBLIC

My commission expires:



Witness the signature(s) and seal(s) of the Owner(s) of Lot 291, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

PHILLIP WILEY
PRINT NAME

Phillip Wiley
SIGNATURE

SHARON J. WILEY
PRINT NAME

Sharon J. Wiley
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

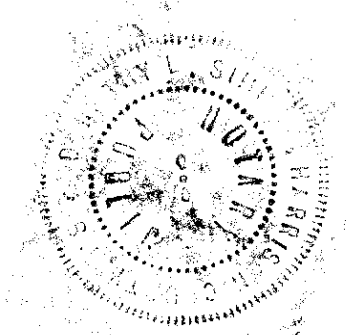
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Phillip D. Sharon J. Wiley, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

Dorothy L. Simmons
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 301, Swan Lake Estates Subdivision, Phase I, Unit I, this the 23 day of March, 2008.

TERESA WOODEN
PRINT NAME

Teresa Wooden
SIGNATURE

HAROLD WILLIAMS
PRINT NAME

Harold Williams
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Teresa Wooden and Harold Williams, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 23 day of March, 2008.

Teresa Preston
NOTARY PUBLIC

My commission expires:

4-11-11



Witness the signature(s) and seal(s) of the Owner(s) of Lot 302, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

Allen D. Jenkins
PRINT NAME

[Signature]
SIGNATURE

Sharon Jenkins
PRINT NAME

Sharon Jenkins
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

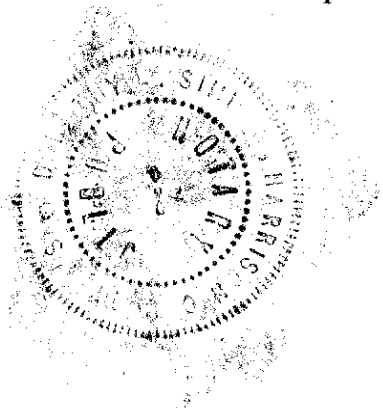
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Allen D. and Sharon Jenkins who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

Dorothy L. Simmons
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 303, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

THOMAS C. LEY
PRINT NAME

Thomas C. Ley
SIGNATURE

BARBARA J. LEY
PRINT NAME

Barbara J. Ley
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

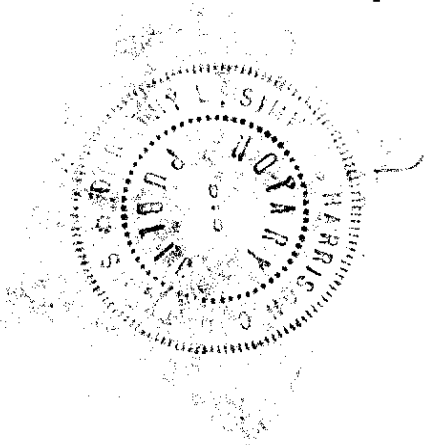
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Thomas C. and Barbara J. Ley, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

Dorothy L. Simmons
NOTARY PUBLIC

My commission expires:



Witness the signatures and seals of the Owners of Lot 304, Swan Lake Estates Subdivision,
Phase I, Unit I, this the 25th day of March, 2008.

Cynthia D. Champion
PRINT NAME

Cynthia D. Champion
SIGNATURE

Darrell Keith Champion
PRINT NAME

Darrell K. Champion

By: Cynthia D. Champion,
His Attorney-in-Fact

STATE OF MISSISSIPPI
COUNTY OF HARRISON

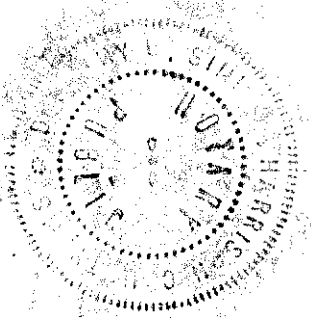
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named CYNTHIA D. CHAMPION, wife of DARRELL KEITH CHAMPION, and his Attorney-in-Fact, who acknowledged to me that Cynthia D. Champion and Darrell Keith Champion are the current fee simple owners of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that on behalf of herself, individually, and on behalf of her husband, Darrell Keith Champion, acting as his duly authorized Attorney-in-Fact, she signed, executed and delivered the above and foregoing Amended and Re-stated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 25th day of March, 2008.

My Commission Expires: OCT 16, 2008

Dorothy L. Simmons
NOTARY PUBLIC

My commission expires:



Witness the signature(s) and seal(s) of the Owner(s) of Lot 305, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

JAMES H. HOOD
PRINT NAME

James H. Hood
SIGNATURE

JEANNE M. HOOD
PRINT NAME

Jeanne M. Hood
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

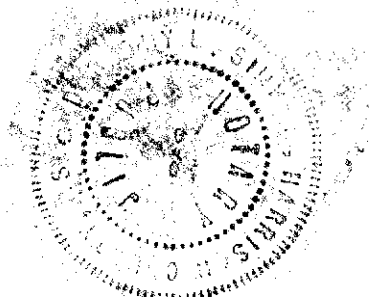
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named James H. and Jeanne M. Hood who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

March GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

Ruthy L. Simmons
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 306, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

Alice Hickman
PRINT NAME

Alice Hickman
SIGNATURE

PRINT NAME

SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

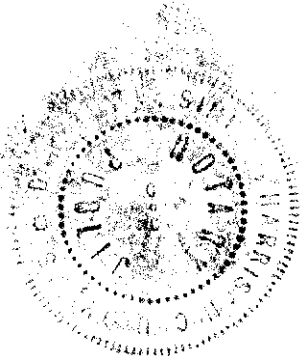
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Alice Hickman and Alice Hickman, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Re-stated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

Rosethy L. Simmons
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 307, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

Charles Marshall Charles Marshall
PRINT NAME SIGNATURE

Glenda F. Marshall Glenda Marshall
PRINT NAME SIGNATURE

STATE OF MISSISSIPPI
 COUNTY OF HARRISON

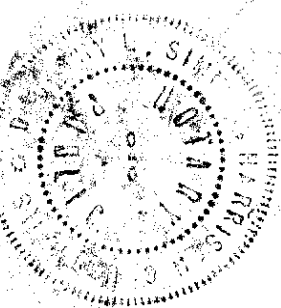
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Charles and Glenda F. Marshall who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

Dorothy L. Simmons
 NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 365, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

DENNIS M. OLIVER
PRINT NAME

Dennis M. Oliver
SIGNATURE

AME R Oliver
PRINT NAME

Ame R. Oliver
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

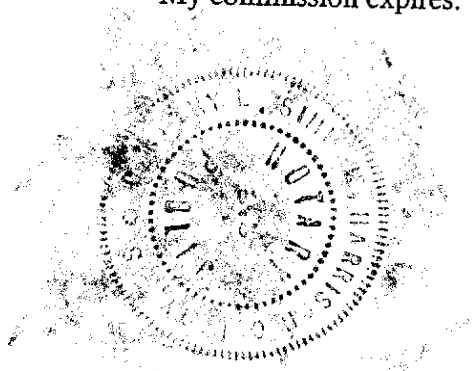
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Dennis M and Ame R. Oliver, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

Dorothy L. Simmons
NOTARY PUBLIC



Witness the signatures and seals of the Owners of Lot 366, Swan Lake Estates Subdivision, Phase I, Unit I, this the 25th day of March, 2008.

H.E. TURAN

PRINT NAME

H.E. Turan

SIGNATURE

SAMMIE TURAN

PRINT NAME

Sammie Turan

SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

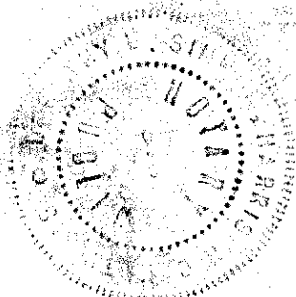
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named HARMON E. TURAN and wife, ~~Sammie Turan~~, who acknowledged to me they are husband and wife and that they signed, delivered and executed the above and foregoing Amended and Re-stated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 25th day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

Anthony L. Simmons
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 374, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

BRETT SHANK
PRINT NAME

[Signature]
SIGNATURE

PRINT NAME

SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

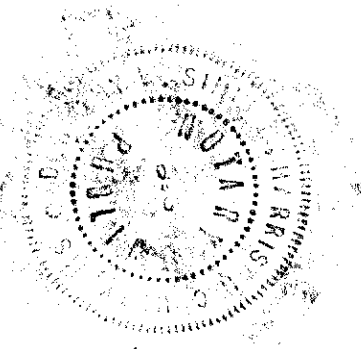
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Brett Shank and Brett Shank, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Re-stated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

[Signature]
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 375, Swan Lake Estates Subdivision, Phase I, Unit I, this the 24 day of March, 2008.

Devaney Cheramie
PRINT NAME

Devaney Cheramie
SIGNATURE

Ryan Cheramie
PRINT NAME

Ryan Cheramie
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Devaney Cheramie and Ryan Cheramie, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 24 day of March, 2008.

Teresa Preston
NOTARY PUBLIC

My commission expires:
4-11-11



Witness the signature(s) and seal(s) of the Owner(s) of Lot 376, Swan Lake Estates Subdivision, Phase I, Unit I, this the 23 day of march, 2008.

Bryson W. Preston
PRINT NAME

Bryson W. Preston
SIGNATURE

Teresa P. Preston
PRINT NAME

Teresa P. Preston
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Bryson W. and Teresa P. Preston, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Re-stated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 23 day of march, 2008.

Tammy Cooke
My commission expires:
11-18-11

T Cooke
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner of Lot 377, Swan Lake Estates Subdivision,
Phase I, Unit I, this the 24th day of March, 2008.

JOAN CRAVENS, INC.

By: Joan Cravens, Pres.

Joan Cravens,
Its President

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named JOAN CRAVENS, who acknowledged to me that she is President of JOAN CRAVENS, INC., a Mississippi Corporation, and who further acknowledged that she signed, delivered and executed the above and foregoing Amended and Re-stated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I, as and for the act and deed of JOAN CRAVENS, INC., after having been duly authorized by said Corporation to so act.

GIVEN under my hand and official seal of office, this the 24th day of March, 2008.

Kristen R. Childers

NOTARY PUBLIC

My commission expires:

Feb. 29, 2012



Witness the signature(s) and seal(s) of the Owner(s) of Lot 378, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

William E. Massie Jr
PRINT NAME

[Signature]
SIGNATURE

JOAN CRAVENS
PRINT NAME

[Signature]
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

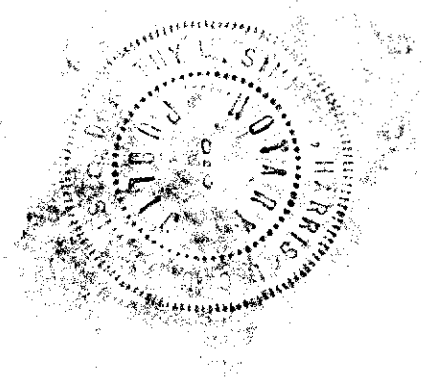
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named William E. Massie and Joan Cravens, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

[Signature]
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 379, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

Susan J. MacDonald
PRINT NAME

Susan J. MacDonald
SIGNATURE

PRINT NAME

SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

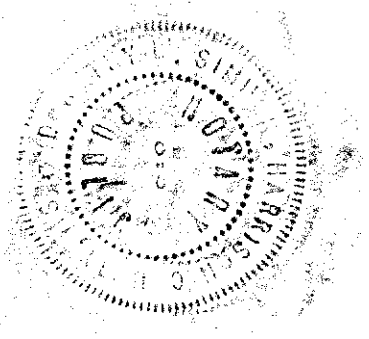
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Susan J. MacDonald and Susan J. MacDonald, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

Dorothy L. Simmons
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 381, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

George Yurchak Jr
PRINT NAME

[Signature]
SIGNATURE

PRINT NAME

SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

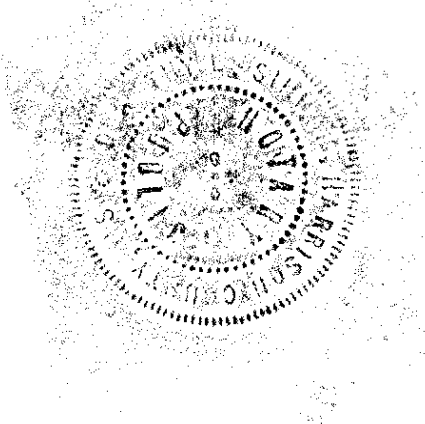
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named George Yurchak, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

[Signature]
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 382, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

Kathy R Camardelle
PRINT NAME

Kathy R Camardelle
SIGNATURE

Glen M Camardelle
PRINT NAME

Glen M Camardelle
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

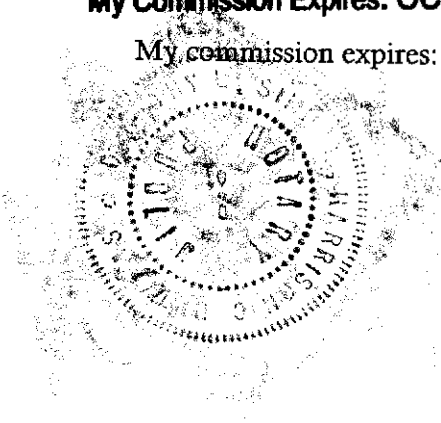
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Kathy R. Camardelle and Glen M. who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

Dorothy L. Simmons
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 383, Swan Lake Estates Subdivision, Phase I, Unit I, this the 24 day of March, 2008.

RENE FLEMING
PRINT NAME

Rene Fleming
SIGNATURE

PRINT NAME

SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Rene Fleming and _____, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Re-stated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 24 day of March, 2008.

Teresa Preston
NOTARY PUBLIC

My commission expires:

4-11-11



Witness the signature(s) and seal(s) of the Owner(s) of Lot 386, Swan Lake Estates Subdivision, Phase I, Unit I, this the 22nd day of March, 2008.

DAVID R. CRAFT
PRINT NAME

[Signature]
SIGNATURE

Linda K. Craft
PRINT NAME

[Signature]
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named David R. Craft and Linda K. Craft who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

March GIVEN under my hand and official seal of office, this the 22nd day of March, 2008.

My Commission Expires: OCT 16, 2008

My commission expires:

[Signature]
NOTARY PUBLIC



Witness the signature(s) and seal(s) of the Owner(s) of Lot 384, Swan Lake Estates Subdivision, Phase I, Unit I, this the 23 day of March, 2008.

Jamie Giardina
PRINT NAME

Jamie Giardina
SIGNATURE

PRINT NAME

SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Jamie Giardina and _____, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 23 day of March, 2008.

Teresa Preston
NOTARY PUBLIC

My commission expires:

A-11-11



Witness the signature(s) and seal(s) of the Owner(s) of Lot 385, Swan Lake Estates Subdivision, Phase I, Unit I, this the 20th day of March, 2008.

William I. Day
PRINT NAME

William I. Day
SIGNATURE

Glenda M. Day
PRINT NAME

Glenda M. Day
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

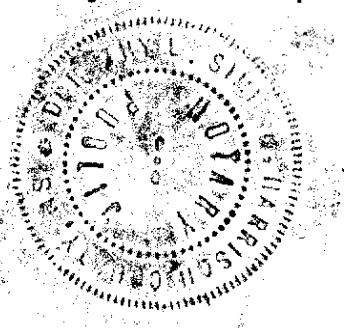
PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named William and Glenda Day, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 20th day of March, 2008.

Anthony L. Simmons
NOTARY PUBLIC

My commission expires:

My Commission Expires: OCT 16, 2008



Witness the signature(s) and seal(s) of the Owner(s) of Lot 388, Swan Lake Estates Subdivision, Phase I, Unit I, this the 24 day of March, 2008.

Michael Hamric
PRINT NAME

[Signature]
SIGNATURE

Angie Hamric
PRINT NAME

[Signature]
SIGNATURE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, the within named Michael Hamric and Angie Hamric, who acknowledged to me that he/she/they is/are the current fee simple owner(s) of the above Lot of Swan Lake Estates Subdivision, Phase I, Unit I, and that he/she/they signed, executed and delivered the above and foregoing Amended and Restated Protective Covenants for Swan Lake Estates Subdivision, Phase I, Unit I on the day and year above mentioned as and for his/her/their voluntary act and deed.

GIVEN under my hand and official seal of office, this the 24 day of March, 2008.

[Signature]
NOTARY PUBLIC

My commission expires:

4-11-11



INDEXING INSTRUCTIONS

Index In: All of Phase I, Unit I, Swan Lake Estate Subdivision, a subdivision of Section 22, Township 6 South, Range 11 West, First Judicial District, Harrison County, Mississippi. (This includes Lots 1 through 12 inclusive, Lots 129 through 134 inclusive, Lots 280 through 299, inclusive Lots 300 through 309 inclusive, and Lots 364 through 388 inclusive.)

Preparer of descriptions:
From Deed Records

Prepared by & After
Recording Return To: Virgil G. Gillespie
P.O. Box 850
Gulfport, MS 39502-0850
Ph: 228-864-4520