BOOK 2953 PAGE 734 DOC 14 TY W
INST # 704504 MADISON COUNTY MS.
This instrument was filed for
record 6/06/13 at 2:16:30 PM
ARTHUR JOHNSTON, C.C. BY: HRM D.C.

The Protective Covenants for
1932 The Enclave at Towne Center

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#632
SHOEMAKER

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54 - 61

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KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Ayefour Development Group LLC (Developer), being the owners of all certain land and property lying and being situated in Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi for a period of twenty-five (25) years automatically renewing from the date of this instrument the following protective covenants shall apply to each and every one of the above lots, to-wit:

1. All lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height above grade, plus basement, if applicable. No mobile homes shall be allowed on any lot in said subdivision.

2. The term "residential purposes" shall generally be defined as single-family homes, and shall exclude commercial and professional uses, and among other things, garage apartment, apartment houses, duplexes, boarding and/or rooming houses and multi-family residences, profit or nonprofit nursing homes, hospitals, and other similar private or charitable enterprises. However home offices with limited uses are acceptable and must be approved by the association.

3. All dwellings and residences constructed and/or located on the property subject to these Protective Covenants shall be for owner occupancy, except as specifically permitted herein. Further, except as specifically permitted herein, the lease or rental of a dwelling or residence for any purposes, whether verbal or in writing, is expressly prohibited under these protective covenants and shall constitute a violation of the terms and provisions of these protective covenants. The **only** circumstance or situation in which a lease or rental shall be permitted, is when the dwelling or residence is of new construction <u>and</u> in which either:
   a) a period of at least one (1) year has elapsed from and after the building permit for that particular dwelling has been issued, or;
   b) a period of at least six (6) months has elapsed from and after the final inspection by the appropriate public building inspector has occurred, and the certificate of occupancy has been issued, whichever period of time is longer.

   The above rental provisions are for the original builder/owner that obtained the original building permit. With any other owner the wait period is double the above noted wait periods, therefore being two (2) years after the building permit has been issued and/or one (1) year after the final inspection and certificate of occupancy has been issued (by the city inspector) whichever period of time is longer.

   Any permitted lease or rental agreement shall be for a period of time not less than one (1) year, and a fully executed, complete and legible copy of any such lease or rental agreement shall be provided to the home owner's association. No dwellings or residences shall be sold, assigned, rented or leased under any time sharing, time interval or right to use programs or investments. In the event leasing or rental is

permitted, and in recognition of maintenance requirements of dwellings and residences subject to these protective covenants, for any dwelling or residence subject to a lease or rental, HOA dues and/or assessments shall be in an amount equal to double or twice the amount charged or assessed to owner-occupied property.

4. Each Owner shall promptly and completely comply with each of the rules and regulations contained in the Declaration or hereafter properly adopted for the utilization of any common area, in order that all Owners shall achieve maximum utilization of any common area consonant with the rights of each of the other Owners

5. There shall be no obstruction or storage on any common area without the prior written consent of the board of directors of the home owner's association.

6. No garage or outbuilding on said property shall be used as a residence or living quarters.

7. Each residence shall be provided with off-street parking in the form of a concrete driveway extending from the pavement on the street on which the residence faces (except alley accessed homes) to the garage. Non alley lots are #1-#36. All lots that have alley access must have the driveway access from the alley. Alley access lots are #37-#56. No residence shall have a driveway entry from the street when the lot can be accessed via alley way. All homes must have a two (2) car (full size, minimum 20' x 20') garage. All automobiles, other vehicles, and equipment of any type that are not otherwise prohibited from being parked or left standing overnight in the subdivision must be parked or left standing only on the aforementioned concrete driveway or garage, except small boats or light residential equipment which must be screened by an approved fence and not visible from adjoining lots or streets. However, this restriction shall not prevent guests of residents of the subdivision from parking such guest's automobile on the street overnight on a temporary basis only.

8. Garage sales, yard sales, and similar activities requiring public participation shall not be allowed without written approval from the home owners association.

9. Each residence shall have a garage accommodating not less than two automobiles. All garages shall be finished inside and shall be equipped with automatic overhead doors. Garage doors shall be kept closed except during brief periods when owner or occupant is entering or exiting the garage or is otherwise engaged in outside work or activity for which it would be convenient to keep the garage door open.

10. No animals will be permitted, except dogs and/or cats as pets, and no fowl except birds that are caged as inside pets. No kennels or dog pens are permitted and no more than two dogs and/or cats are allowed per residence. No animals, including dogs and/or cats, are allowed outside an enclosed area except on a leash controlled by a person.

11. No trash, ashes or other refuse may be thrown or dumped on any said lots or streets.

12. No building material of any kind or character shall be placed or stored upon the said property until the owner is ready to commence improvements. Building material shall not be placed or stored in the street.

13. All driveways must be constructed of concrete and all houses must have front concrete walks extending from the entrance of the house to the driveway or the street.

14. At the time of construction of a dwelling on lots #34-61 (alley lots), the then owner will construct a concrete sidewalk 16" from and parallel to the curb, forty-two inches (42") in width and four inches (4") thick, across the front of said lot and street side if a corner lot excepting only the paved driveway. The surface of said sidewalk shall have a broom finish and shall connect evenly with any sidewalk existing on an existing lot or any driveway. Concrete sidewalks are not permitted on exterior lots #1-33.

15. The owner of each lot is responsible for using protective measures to prevent sediment from leaving any area of said lot.

16. All front yards are to be sodded to include an area not less than the distance from the house to the street, extending to the property lines on both sides of lot. If said lot is a corner lot, the front yard and side yards facing a street are to be sodded to include an area not less than the distance from the house to the street extending to the property lines on both sides.

17. Grass, weeds and vegetation on each lot bought shall be kept mowed at regular intervals by the owners, so as to maintain the same in a neat and attractive manner. Trees, shrubs, and plants which die shall be promptly removed from such lot. The above restrictions apply to all lots purchased before and after a house is built on the lot. The developer may, at its option and in its discretion, have dead trees removed from the property and mow and remove debris, and the owner of such lot shall be obligated to reimburse the developer for the cost of such work. Should he refuse or neglect to comply with the terms of this paragraph, said cost shall be a lien against said property.

18. No fence, wall or hedge shall be placed on any of the said lots nearer to any street than five (5) feet. No fence, wall or hedge shall be placed on any portion of the lot higher than eight (8) feet from the ground. No utility, chain link, or similar type of fencing shall be constructed on any lot. Fencing may be brick, iron, aluminum rail, wood or a combination of. Wood fencing material must be the style of a "good neighbor" and either cypress, redwood or cedar. All fencing must be approved by the developer prior to installation and at their discretion may approval or deny installation.

19. A drainage easement has been reserved along all lot lines. If a fence, wall, hedge or any type landscaping is placed on rear or side lot lines, they must not block or dam up the drainage of the yard.

20. In accordance with the requirements of Section 414 of the Subdivision Regulations of the City of Ridgeland, all lots in **The Enclave at Towne Center** shall contain a minimum of two (2) trees, either through preservation of existing trees or through planting of new trees prior to the issuance of a Certificate of Occupancy. Newly planted trees shall have a minimum caliper of two (2) inches in diameter and a minimum height of ten (10) feet. Newly planted trees must be of large canopy type in accordance with the list of acceptable species set forth in the "Large Trees" Appendix of the Landscaping Ordinance of the City of Ridgeland.

21. No clothesline shall be erected or maintained on any of said lots, nor shall laundry be hung, where exposed to view of the public or other lot owners, provided, however that such usages shall be permissible where an approved fence shall be of sufficient height and density to screen such clotheslines and laundry from view.

22. Other restrictions applicable to each lot may be made by appropriate provisions in the deed, without otherwise modifying the covenants and provisions contained herein, and such other restrictions shall endure to the benefit of all parties in the same manner as though they had been originally expressed herein.

23. No tent, shack, barn or other outbuilding erected or located on any of the above described lots shall at any time be used as a residence, either temporary or permanent, nor shall any structure of a temporary character be used as a residence.

24. No farm machinery, equipment, trailers, recreational vehicles (RV's), tractors and or vehicles unable to move under their own power or trucks larger than three-quarter (3/4) ton pick-up trucks shall be permitted to be parked or left standing overnight on any part of any lot or street in said subdivision. This restriction, however, shall not apply to the use of vehicles for the delivery of goods to, services or maintenance for the benefit of houses in the subdivision, or in the construction of any residence on the lots. Further, no automobiles, other vehicles, machinery and equipment described above, or similar machinery and equipment of any type shall be permitted to be placed on any part of any lot or street in the subdivision at any time for the specific purpose of advertising for sale such automobile, vehicle, machinery, or equipment.

25. No privy, cesspool, septic tank field or disposal plant shall be erected or maintained on any of the said lots, and all residences shall have the plumbing connected to the available sanitary facilities.

26. All garbage and trash shall be kept in covered containers and shall not be visible from the neighboring lots except as required for collection. No garbage or trash may be thrown in any common area. Lot owners with alley access must place their garbage containers for collection upon the alley and not at the front of their respective residences.

27. No firearms, archery equipment or other devices of a similar nature which may be classified as weapons shall be operated or used on any lots in this subdivision. No obnoxious or offensive trade or activity shall be conducted on the above described lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

28. No lot or lots may hereafter be subdivided so as to create a building plot of less than 6,000 square feet; however, nothing in this paragraph shall prohibit the building of a residence on any lot of said subdivision as originally platted.

29. All proposed new home construction is subject to review and written approval by the developer as long as the developer has yet to relinquish control of the home owners association to the homeowners. Other new construction, additions or modifications shall be subject to review and written approval by the developer. The primary purpose of such review shall be to assist property owners in achieving compliance with the building restrictions. Construction of new structures includes, without limitations, equipment and material, gazebos, arbors associated with landscaping, and other similar construction. Accordingly, no construction shall commence until the plans and specifications have been submitted to and approved in writing by developer and a city building permit obtained for said new construction.

30. A lot owner, in building or causing to be built the original dwelling on any lot, shall not substantially duplicate the exterior elevation, including design or architecture, of any other dwelling then existing on the same street within two hundred (200) feet within said subdivision. For the purpose of this paragraph, a dwelling shall be considered in existence from the time excavation for the foundations is begun until said dwelling is removed from the development or is destroyed.

31. For a one (1) story house and a one and one half (1 ½) story house, exclusive of open porches, garages and storage rooms, the ground floor area will not be less than seventeen hundred fifty(1750) square feet. For a two (2) story house the ground floor area, exclusive to open porches, garage and storage rooms, shall not be less than one thousand (1000) square feet. It being understood that no house will have less than seventeen hundred fifty (1750) square feet of livable floor area. No house shall have a roof pitch less than eight/twelve (8/12) on the main roof structure.

32. Any construction commenced on any house as provided in this declaration shall be substantially completed, including without limitations, all painting, within 365 days

from the date such construction commenced as evidenced by the issuance of the building permit to the contractor on record. Violation of this restriction shall be enforced by the immediate imposition of a lien by developer against the lot upon which such construction extended beyond said 365 days, at the rate determined by the developer for each day such construction remains in violation of this restriction.

33. No building, inclusive of a garage, shall be located on any residential lot nearer than ten (10) feet from the front lot line or nearer than five (5) feet to any side lot line on interior lots. No building shall be located on any lot nearer than fifteen (15) feet from the back property line. No building shall be located on any corner lot nearer than ten (10) feet from the side street lot line. Eaves of buildings located within the set back lines provided in this paragraph may extend across said set back lines, but shall not extend across any lot lines.

34. No outbuildings or storage buildings other than the house are permitted within the subdivision.

35. No satellite dish exceeding twenty-four inches (24") in diameter is allowed. No satellite dish is not to be installed on front of house. Property owners shall select the least conspicuous site, relative to views primarily from the street, but also from adjoining lots, for mounting any satellite dish as is practical considering such factors which include, but are not limited to, satellite location, terrain, and foliage. If the developer determines that a property owner has not selected the least conspicuous site, the property owner shall remove and relocate the satellite dish at no cost to the association and or developer.

36. No owner or occupant of any lot may allow anything to be hung from windows or displayed from the outside wall of any residence without approved by the developer. This includes items such as flags, plants, or similar items

37. NO "For Rent" or "For Lease" signs may be displayed by individual owners or agents. Only "For Sale" signs approved by the Architectural Control Committee may be placed in yards.

38. NO "For Sale" sign may be placed on any common area or entrance of The Enclave at Towne Center. Provided, however, nothing contained herein shall prohibit the Developer from using such signs as are convenient or necessary to the development, sale, promotion, or disposition of any lots or homes.

39. In the event any person shall own two or more adjacent building lots, and shall desire to construct a dwelling occupying a portion of both of said adjoining lots as a building site, then the set back requirements set out in numbered paragraph 34, relative to any common interior lot lines of such lots, may be waived by developer in writing.

However, all other restrictions herein contained shall apply to the same extent as if said dwelling had been built on a single building lot.

40. No antennas, Citizens Band or otherwise, that requires towers or guide wires, or arc attached to house including a chimney shall be permitted on any lot in said subdivision at any time without prior written approval by the developer.

41. Mailboxes: Description is shown on attached diagram and may be purchased from vendors such as "Copper Sculptures". All mailboxes must be placed at the street in which the resident faces. No mailboxes are permitted to be installed upon the alleyway. ATTACHMENT A

42. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision, plus a 5' drainage easement along all lot lines as stated in paragraph 19.

43. All of the restrictions and covenants appearing herein as well as those appearing in a deed or other conveyance of any of said lots shall be construed together, but if any one of the same shall be held to be invalid by judgment or court decree, or for any other reason are not enforceable, all others shall not be affected or impaired thereby, and shall remain in full force and effect.

44. Violation of any of the covenants and restrictions contained herein are enforceable by the developer, Homeowners Association and/or any other person or persons owning any of said lots, and who may proceed at law or in equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from so doing, or to recover damages for such violation. All of the terms and provisions set forth and contained herein shall be specifically enforceable. Further, if after receipt of notice of any violation of these covenants and restrictions, and an opportunity has been provided to correct or remedy the violation, the person or persons owning any of said lots has failed or refused to correct or remedy the violation, suit may be instituted to enforce compliance with these covenants and restrictions. If suit is instituted to enforce these covenants, the prevailing party shall be entitled to also seek recovery of its reasonable attorney fees and court costs.

45. Any homeowner's association shall not have authority nor any control over any vacant lots or improved lots owned by a homebuilder or the developer until record title of said home has been transferred to a homeowner from said builder or the developer.

46. There shall be created, as shown on the face of the plat of the subdivision, such open space (common area) tracts as the developer shall create. Such open-space tracts as well as all open-space easements created or arising out of the subdivision development shall be for the benefit of all properties in the subdivision and shall be maintained by the association, as provided in this declaration. The association further reserves the

right to maintain the perimeter fencing around the neighborhood in regards to normal wear and tear. The perimeter fencing is defined as the property lines that run north and south, east and west of the perimeter of the entire neighborhood. This excludes any fencing that is installed by the homeowner / homebuilder that encloses their yard that does not include the neighborhood perimeter property line. With notice to the homeowner the association shall have the right to access, inspect and repair the perimeter fencing.

47. At any time following the filing of the final subdivision map or plat for the subdivision, title to the mentioned open space located in the subdivision shall be conveyed to and accepted by the association at the discretion of the developer.

48. Subsequent to subject transfer of title, all responsibility and liability of the open-space tracts, open-space easements, and/or any amenities located thereon shall become the responsibility and/or liability of the lot owners within the subdivision. All costs, including, but not limited to, maintenance expenses, insurance, and real property taxes, related to the above mentioned property shall be borne by the individual lot owners, such lot owners to pay their pro rata share based on the ratio of their lots to the total number of lots that have been created by the filing of the final subdivision map at the Chancery Clerk office of Madison County Mississippi.

49. By acceptance of the deed or other instrument of conveyance for his or her lot within the subdivision, each lot owner shall be deemed a member of the association and agree to pay to the association annual assessments and special assessments for capital improvements as may be created and set by the association. In the event any lot owner fails or refuses to pay to the association the assessments provided for herein, the association may impose a lien against the subject property and the property owner for collection of the assessments, including a reasonable fee for collection, if the employment of a third party is deemed necessary for collection. Any such lien for collection of these assessments shall be subordinate to the lien of any mortgage or deed of trust that a property owner may place against his lot or lots.

50. The developer, Ayefour Development Group LLC, will act as the homeowners association up to and until Ayefour Development Group, LLC shall decide, in its sole discretion, to allow "others" to form a homeowner's association. At that time, "others" must have written permission from Ayefour Development Group, LLC to form and act as the Enclave Owners Association.

51. On transfer, conveyances, or sale by any owner of all of his or her interest in any subdivision lot, such owner's membership in the association shall thereon cease and terminate.

52. No political and campaign signs are permitted within the neighborhood or common areas without written approval of the association.

53. The official address of the association is PO Box 986 Ridgeland, MS 39158 and shall remain so until changed by the association at which time the association shall notify each member thereof of the change in address.

54. Each lot owner or lot purchaser, on purchase of such lot, shall immediately notify the association of such owner's name and address.

55. Prior to the actual organization or incorporation of the association contemplated by the terms of this declaration, developer shall have the right, at its option, to perform the duties and assume the obligations, levy and collect the assessments and charges, and otherwise exercise the powers herein conferred on the association in the same way and in the same manner as though all such powers and duties were herein given to developer directly; included in these rights is the right for the developer to cause the homeowners association to be organized and/or duly chartered. Developer shall also have the right to modify, amend, repeal, or change any of the terms of this declaration prior to the actual organization or incorporation of the association.

56. The association shall, at all times, observe all of the laws, regulations, ordinances, and the like of the city of Ridgeland, County of Madison, State of Mississippi, and of the United States of America, and if, at any time, any of the provisions of this declaration shall be found to be in conflict therewith, then such parts of this declaration as are in conflict with such laws, regulations, ordinances, and the like shall become null and void, but no other part of this declaration not in conflict therewith shall be affected thereby.

57. Subject to the limitations set forth in this declaration, association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it adequately and properly to carry out the provisions of this declaration.

58. All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the owners of the properties, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to conform to and observe all of the terms and conditions contained in this declaration.

59. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of this instrument, at which time the covenants shall be automatically extended thereafter for successive ten (10) year periods, unless sixty percent (60%) of the then owners of lots in The Enclave at Towne Center shall, by written instrument filed and

recorded in the office of Chancery Clerk of Madison County at Canton, Mississippi, at any time after the date of this instrument, agree that these covenants shall either be changed in whole or in part, or ninety percent (90%) of the then owners of lots in The Enclave at Towne Center agree that the same be terminated and rendered null, void, and of no further effect. Notwithstanding anything to the contrary contained herein, developer and only the developer, may grant exceptions to the foregoing restrictions and covenants, in writing as it deems necessary and appropriate, in its sole discretion until such time has come when the developer relinquishes control of the association to the homeowners.

60. In regards to the property being zoned *C-2* with *conditional use for residential construction*; a fifty foot (50') perimeter green space requirement for adjoining commercial property will not be a future requirement for the adjoining property.

61. The developer or any lot owner, or the association, may originate any legal proceedings to compel or enforce any of the terms and conditions of this declaration.

62. The initial members of the board of directors of the association shall be the developer.

63. Notwithstanding anything to the contrary herein, these covenants shall not be amended whatsoever without the express written consent of the developer, so long as developer owns any lot in the subdivision.

64. Any waiver of breach, exception granted in writing by developer, or failure to enforce any covenant or restriction contained herein shall not affect the validity or enforceability of said covenants and restrictions.

The developer shall act as the Architectural Control Committee unto which time developer conveys and transfers control of the committee to the home owners the make up the Enclave Owners Association.

A. *Roofing. All roofing shall be of architectural roofing material according to standards prescribed by the Developer or Architectural Control Committee.*

B. *Roof Ventilation. Roof ventilation may be accomplished with power ventilators, ridge vents, copper dormer vents or turbine vents. (black or brown in color)*

C. *Flashing. Only copper or brown in color metal flashing shall be visible.*

D. *Gutters. Gutters are optional, but if used, they must either be copper or be the color of the cornice to which they are attached. No plastic or vinyl gutters shall be allowed.*

E. *Cornice Material and Design. Cornices may have either enclosed or exposed rafter tails. No metal or vinyl may be used as fascia or soffit material.*

F. *Exterior Walls. Exteriors may be brick, painted brick, stucco with accents of cedar or hardiplank siding, or a combination of two or more of these materials. No metal, vinyl, or masonite siding may be used.*

G. *Exterior Brick. Brick are to be pre-approved by the Architectural Control Committee.*

H. *Exterior Colors. All exterior colors must be submitted for approval by the Architectural Control Committee.*

I. *Windows. Windows shall be vinyl, vinyl clad, aluminum clad or wood clad. They may be fixed, double-hung, or casement.*

J. *Shutters. Shutters may be wood board-and-batten, raised panel, or louvered. No vinyl or masonite may be used. See attached drawings.* ATTACHMENT B

K. *Driveways and Sidewalks. Driveways and sidewalks shall be broom finished concrete.*

L. *Front Door. Front doors shall be wood (mahogany, fur, Spanish cedar, or cypress)*

M. *Garage Doors. Garage doors shall be of a type and design specified by the Architectural Control Committee. Each home with a garage that fronts the street or has driveway access from a street shall have two(2) single garage doors with*

electric openers. However if the home is a "courtyard" style home with garage access that is perpendicular to the street(while maintaining direct access from the street) the garage may be a single(double sized) garage door. Single garage doors shall be allowed at alley accessed lots where the garage is located at the rear or back of a residence so as not to be visible from the street.

N. *Garbage Containers. Garbage containers must be dark green and shall be stored out of sight.*

O. *Mailboxes. Mailboxes shall be specified by the Architectural Control Committee prior to completion of first residence in the subdivision and shall be uniform in color and design on each home.*

P. *Landscaping. Landscaping in each front yard shall be completed prior to occupancy and shall include sod*

This space left blank intentionally.

IN WITNESS WHEREOF, the Developer, has executed the above and forgoing instrument of Protective Covenants, the _____ day of _____, A.D., 2013.

Ayefour Development Group, LLC

By:_____

Member- Manager

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the said county and state, the within named_____who acknowledged that he is a member/manager of Ayefour Development Group, LLC, a Mississippi Limited Liability Company, for and on behalf of the said limited liability company, as its act and deed as a member/manager, he executed the above and foregoing instrument after first having been duly authorized by said company so to do.

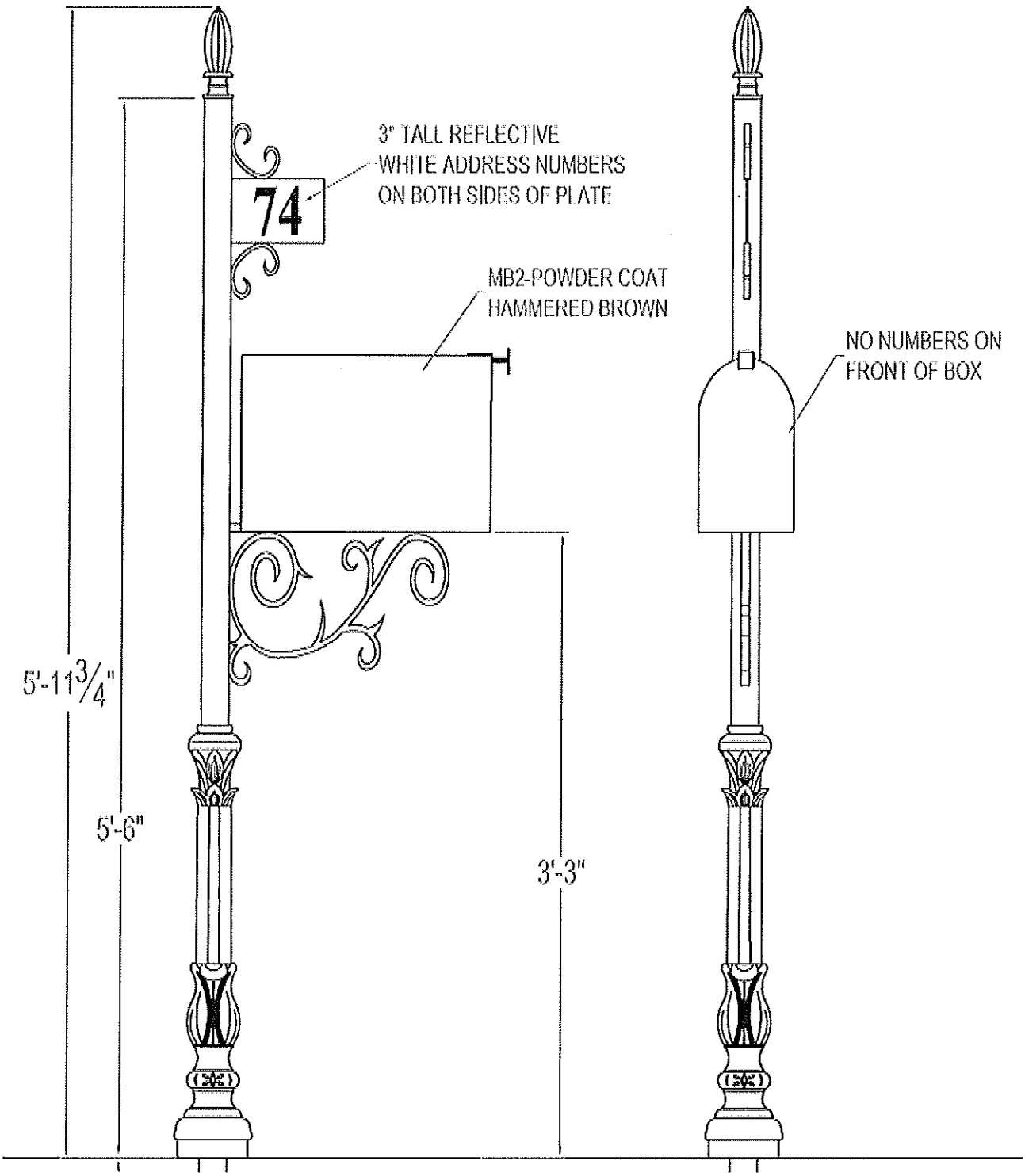
GIVEN under my hand and official seal of office, this the _____day of _____, A.D., 2013.

_____

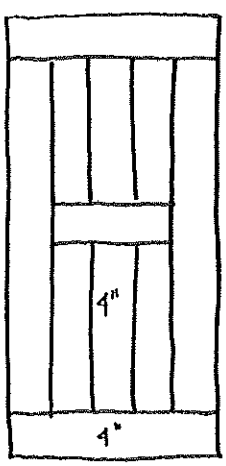
Notary Public

My Commission Expires:_____

Attachment A



Attachment B



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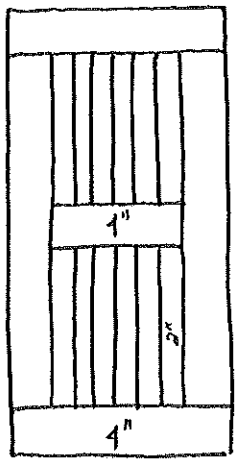

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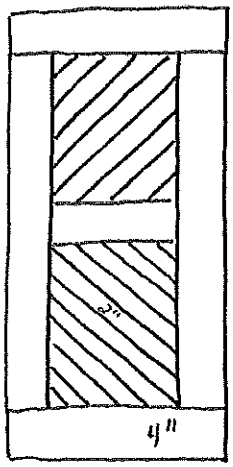
Shutter Options



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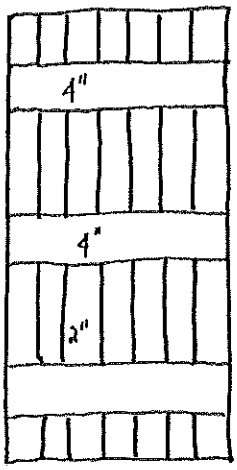


#4

Ayefour Development Group, LLC
PO Box 986
Ridgeland, MS 39158
601-853-5060
www.theenclavems.com

April 19, 2013

Request to create a gated neighborhood WITH public access to *The Enclave at Towne Center*, a community located off Towne Center Blvd. in Ridgeland, MS.

To the Mayor and Board of Alderman of the City of Ridgeland:

The purpose of this document is to present a formal request to create a gated entrance to the community *The Enclave at Towne Center;* however, with public access. Ayefour Development Group, LLC, the community developer, currently owns more than the required 75% of the property within the community. Specifically, PHASE I is made up of 30 platted lots. Presently four lots have been sold to a local homebuilder. This leaves a total of 26 lots remaining equaling an 87% ownership rate by Ayefour Development Group, LLC .

The motivations for installing a gate to the community are numerous. One motivation is to have an entrance that is as safe as possible. Due to the high volume of traffic on Towne Center Blvd., we believe a gate will require guests and residents entering and exiting the community to stop. This will result in vehicles moving slowly as they enter and exit. We believe this will complement the community by providing a calm and peaceful place for its residents.

We also believe a gate will deter public loitering around the community's private *Lifestyle Center* and *Walking Trail. The Lifestyle Center* located near the entrance is positioned within the community's private green space and houses an outdoor kitchen as well as a meeting place for residents and their guest.

Located adjacent to the *Lifestyle Center* is the community *Walking Trail.* The trail's purpose and intent is to contribute to the health and wellbeing of the residents of the community and their guests. Eight laps of the walking trail equals one mile and we believe if exposed to the public it could possibly become a liability issue for the community.

Finally, we believe a gate will decrease the potential for home burglaries and theft during the residential construction process. Located strategically around the gates will be cameras in order to read license plates upon entering and exiting the community. There will also be a camera located within the keypad that will be used in order to open the gates. This will consequently allow us to not only read license plates of potential thieves, but also the opportunity to capture their likeness on camera as well.

Even though these gates will be in place, we understand and will continue to allow nonresidents access into the community. The gates are in place to protect the residents, not exclude the public. We do not desire for the roads within *The Enclave at Towne Center* to be private. It is completely and totally a public street. Hence the public will have equal access just

as the residents of the community. Nonresidents will have 24/7 access to *The Enclave at Towne Center.*

The gate will be located per the plans as can be seen on "Exhibit A." The design of the gate is located on "Exhibit B." It will consist of two iron gates that both open away from the car that is either entering or exiting the community. This gate will be located on the northern most asphalt island. The gate operators will be located behind the curb, inside the gate on the entry / eastern side, and on the outside of the gate on the exit / western side of the entrance. The proposed gate will tie into a wrought iron fence that encircles the front portion of the community.

A keypad will be in place to operate and direct the gates to open. It will be located on the southern entrance island close to the entrance feature that is already in place. The keypad will consist of one button, one to open the gate. In order for the public to easily understand how to enter the community a sign will be placed in a visible and exposed area outside the gate. The details of the signage can be seen on "Exhibit C."

Between these two islands is a space in order for someone to turn around freely if they choose to not enter the community once they turn onto Enclave Circle from Towne Center Blvd.

Remotes to the gate will be available to all who desire the simple convenience of a push button located within their respective cars. Anyone that desires a remote will simply have to provide photo identification, their name, address, social security number as well as pay the fee for the remote. Again the gate will open with the push button located at the keypad; the remote simply offers an added convenience. Ayefour Development Group, LLC will be responsible for gathering the information and the sales transactions of remotes. Once the Enclave Homeowners Association is established, they will manage the remotes transactions.

The gates will remain open during certain times of the day for the anticipated higher volume of vehicles. Specifically, these times include Monday through Friday from 7:00AM to 9:00AM and from 4:30PM to 6:30PM. The gate may perhaps open from 11:00AM to 1:00PM in order to facilitate lunch traffic. Outside these hours the gates will be closed.

All of these elements shall in no way be the responsibility of the City of Ridgeland. They shall be erected, operated and maintained by the developer and eventually the Enclave Owners Association. These elements for consideration include the gates, security cameras and any and all electrical components that make up this gate and complete security system.

The developer also agrees to hold harmless the City of Ridgeland in any form and for any and all cost and expenses associated with defending the potential policy in regard to this request for *The Enclave at Towne Center.* Attached to this request is "Exhibit D" entitled "Indemnification Agreement" with the City of Ridgeland.

This gate request as well as all exhibits therein will be attached to the covenants of *The Enclave at Towne Center* and will be re-filed with Madison County Chancery Clerk's office once this request has been approved by the City of Ridgeland Mayor and Board of Alderman.

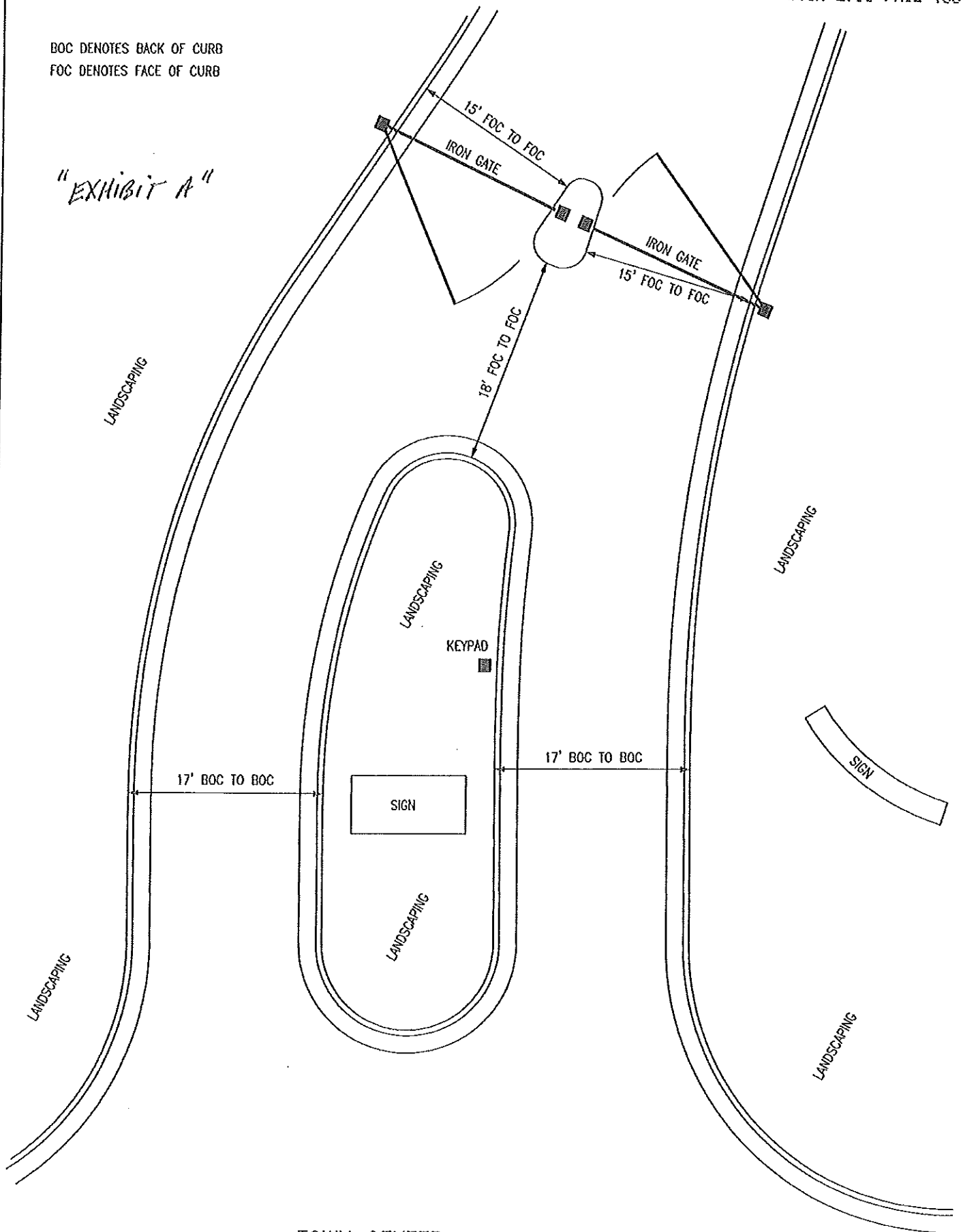
Thank you for your consideration in this matter. We believe in the city of Ridgeland. It is because of this belief we chose the city of Ridgeland as our location for our community, *The Enclave at Towne Center.*

Sincerely,

Scott Shoemaker
Member/ Manager
Ayefour Development Group, LLC

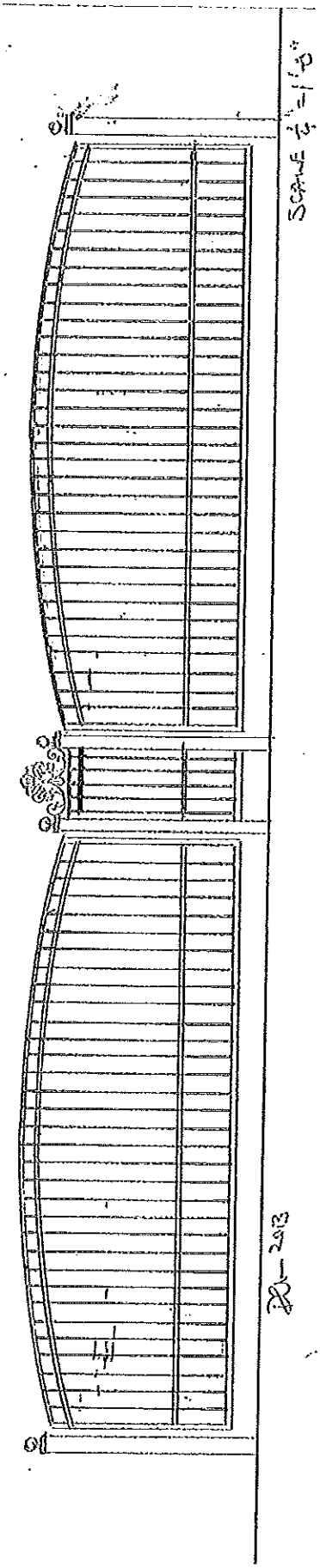
BOC DENOTES BACK OF CURB
FOC DENOTES FACE OF CURB

"EXHIBIT A"



TOWN CENTER

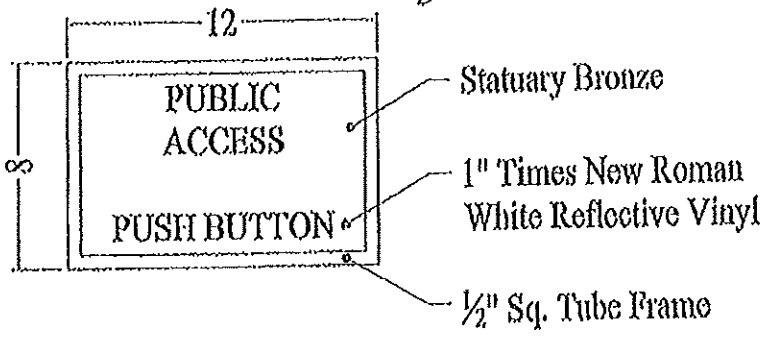
"EXHIBIT B"



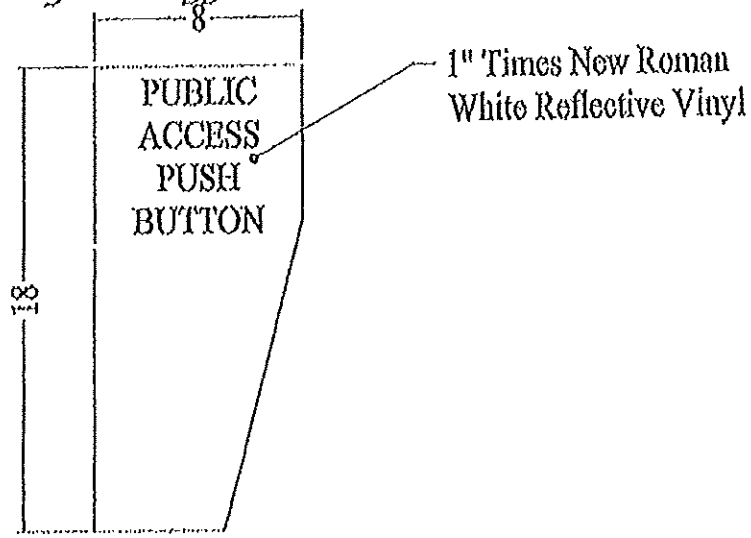
SIGNAGE DETAILS

"EXHIBIT C"

To Attach to Entry Gate



Side of Keypad Hood



IRON INNOVATIONS, INC.
(601) 924-0550 Office
(601) 924-4300 Fax

Customer: MONTMACHET HOMEOWNERS
Customer Signature:
Approved ☐ Disapproved - Re-Submit ☐
Date: 01/15/2007 Drawing #: MONT350-G-012507 Author: TM

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EXHIBIT "D"

INDEMNIFICATION AGREEMENT

FOR AND IN CONSIDERATION OF **THE CITY OF RIDGELAND, MISSISSIPPI,** (the "City") permitting **ENCLAVE HOMEOWNERS ASSOCIATION, INC.** (the "HOA") to maintain a gate at the point of ingress/egress to the ENCLAVE AT TOWNE CENTER subdivision immediately in front of the intersection of ENCLAVE CIRCLE and TOWNE CENTER BOULEVARD (the "Gates"), which Gates shall provide appropriate signage informing the public that members of the public have full access to areas beyond the Gates, the HOA, does hereby stipulate, covenant, agree and warrant to indemnify, defend and hold harmless the City, its successors, assigns, Mayor, Board of Aldermen, attorneys, officers, directors, agents, employees, and any other related persons or entities, from any and all claims, demands, actions, causes of action, suits or complaints that may be brought by any person, persons, firm, corporation, or other entity against the City as a result of the activities of the HOA in placing a public access gate on public streets and the HOA's continued use and maintenance of the gates. This indemnification includes any expenses incurred by the City in defending, responding to or paying such claim, including amounts paid in settlement, as a result of a judgment or attorney's fee.

The HOA further agrees that it will maintain the Gates and appropriate signage immediately in front of the Gate shall notify the public that the streets beyond the Gates are public streets and may be accessed by THE PUBLIC. The

HOA further agrees that access to the subdivision through the Gates shall be the same for members of the public as it is for the residents of the subdivision.

WITNESS OUR SIGNATURES on this the 23rd day of April, 2013.

ENCLAVE HOMEOWNERS' ASSOCIATION, INC.

BY: _____
ENCLAVE HOMEOWNERS' ASSOCIATION PRESIDENT