

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

BOOK 755 PAGE 428

STATE OF MISSISSIPPI
PEARL RIVER CO.
CERTIFY THE INSTRUMENT
WAS FILED AND RECORDED

2000 NOV 13 PM 4:38

BY: [Signature]
CHANCERY CLERK

CHANCERY CLERK

DECLARATION OF WATER WELL AGREEMENT FOR OWNERS OF
LOTS 305 THROUGH 334, NORTH HILL SUBDIVISION, PHASE III

THIS DECLARATION made, executed, and declared upon the date hereinafter set forth by Legacy Ventures, L.L.C., the owner of North Hill Subdivision, Phase III, as per official map or plat on file in the office of the Chancery Clerk of Pearl River County, Mississippi:

DECLARATION

Developer, Legacy Ventures, L.L.C., shall install a water well with a submersible pump which will serve as a back up water supply to raise the water level of the lake contiguous to the hereinafter described lots, should it become necessary to do so because of insufficient rainfall. Legacy Ventures, L.L.C., and the owners of Lots 305 through 334, North Hill Subdivision, Phase III, agree to the following terms and conditions:

1. Legacy Ventures, L.L.C., will pay for the labor and material to install this well on Lot 328.
2. Legacy Ventures, L.L.C., will pay the deposit for obtaining electric service from Mississippi Power to run the well.
3. Legacy Ventures, L.L.C., will pay for the maintenance and upkeep of the well and the utility bills for this well through December, 2001, at which time Legacy Ventures, L.L.C., will deposit \$1,000.00 into an account for the use and benefit of the above described lot owners to be applied toward future maintenance and upkeep of the well and pump and payment of the utility bills.
4. Beginning January 1, 2002, and thereafter, the owners of

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- Lots 305 through 334 shall be responsible for the permanent upkeep and maintenance of the well and the payment of utility bills.
5. On January 1 of each year, the above described lot owners shall contribute an amount equal to their pro-rata share of the previous year's utility bills. These lot owners shall designate one person to pay these bills for the next twelve months. If a lot owner fails or refuses to pay his or her proportionate part of the utility bill by February 1 of any given year, the remaining lot owners shall have the right to impress a lien on the property of the defaulting owner and take the necessary action to enforce same until the amount of the lien including attorney fees and court costs have been paid in full.
 6. It is understood that the use of this well shall be limited to maintaining the water level of the lake and no other use shall be permitted.
 7. This agreement applies only to the owners of Lots 305 through 334, North Hill Subdivision, Phase III, and is in addition to and not in lieu of the Protective Covenants for this subdivision found of record in Land Deed Book _____, page _____, in the office of the Chancery Clerk of Pearl River County, Mississippi.

WITNESS the signature of the duly authorized officer of Legacy Ventures, L.L.C., on this the 24 of October, 2000.

LEGACY VENTURES, L.L.C., a Louisiana
Limited Liability Company

By: [Signature]
Its Manager

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

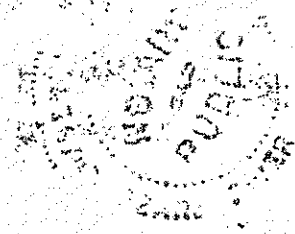
Personally appeared before me, the undersigned authority in and for the said county and state, on this 24 day of October, 2000, within my jurisdiction, the within named,

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Chris Jean, who acknowledged that he is Manager of Legacy Ventures, L.L.C., a Louisiana Limited Liability Company, and that for and on behalf of the said company, and as its act and deed he signed, executed and delivered the foregoing Declaration of Protective Covenants for the purposes mentioned, after first having been duly authorized by said company so to do.

Kimberly Burge
NOTARY PUBLIC

My Commission Expires: ~~November 12, 2010~~
NO. 2009 110101 DEN-MARCHETTI, INC.



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