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**THIRD AMENDED PROTECTIVE COVENANTS  
REGULATIONS AND RULES  
OF  
LA CAV IMPROVEMENT COMPANY  
MADISON COUNTY, MISSISSIPPI**

WHEREAS, by instrument dated May 8th, 1959, Lake Cavalier, Inc. executed a certain document in the nature of Restrictions and Protective Covenants applicable to 373 acres of land more less lying and being in Madison County, State of Mississippi, in Sections 5 and 8 of Township 7 North, in Range 1 East of the Choctaw Meridian, which said document is of record in the Office at the Chancery Clerk of Madison County, Mississippi, in Book 7 at Page 7 and

WHEREAS, said instrument provided by its own terms that its provisions would be in effect until May 15th, 1984, and would thereafter be automatically extended for successive periods of 10 years unless a majority of the then owners of lots signed a recordable agreement changing said terms in whole or in part or revoking the provisions thereof in their entirety; and

WHEREAS, La Cav Improvement Company, a nonprofit corporation, organized under the Laws of the State of Mississippi, has, subject to various intervening conveyances, acquired and succeeded to all of the right, title and interest of Lake Cavalier, Inc. in said property; and

WHEREAS, all of the property referred to in said instrument has now been legally subdivided into lots more fully described on official maps or plats reference to which is hereby made, on record in the Office of the Chancery Clerk of Madison County, Mississippi, as follows:

LAKE CAVALIER SUBDIVISION, PART 1 RECORDED IN PLAT BOOK 4 AT PAGE 9;  
LAKE CAVALIER SUBDIVISION, PART 2 RECORDED IN PLAT BOOK 4 AT PAGE 121;  
LAKE CAVALIER SUBDIVISION, PART 3 RECORDED IN PLAT BOOK 4 AT PAGE 13;  
LAKE CAVALIER SUBDIVISION, PART 4 RECORDED IN PLAT BOOK 4 AT PAGE 18;  
LAKE CAVALIER SUBDIVISION, PART 5 RECORDED IN PLAT BOOK 4 AT PAGE 45;  
LAKE CAVALIER SUBDIVISION, PART 6 RECORDED IN PLAT BOOK 5 AT PAGE 20;

and

WHEREAS, there is a total of 13 2 lots shown on the maps or plats described above with some persons owning more than one lot; and

WHEREAS, a majority of the owners of individual lots are desirous of amending said covenants and to provide more flexibility in regard thereto; and

WHEREAS, a majority of the owners of individual lots have heretofore amended said covenants by instruments recorded in Book 535 at Page 188 on May 15, 1984, in Book 542 at Page 204 on August 20, 1984 and in Book 1189 at Page 796 on August 9, 1999, Book 1233 at Page 387 on May 10, 2000 and Book 2764 at Page 663 on March 8, 2012; and

WHEREAS, in a continuing effort to modernize these covenants the members by majority vote

taken at a meeting held in the Lake Cavalier Clubhouse at 3:00 p.m. on February 14, 2016, pursuant to proper notice, these covenants are amended as hereinafter set forth.

NOW, THEREFORE, the undersigned, being a majority of the lot owners of lots in the Lake Cavalier subdivisions described above hereby declare that when this instrument is filed for recording in the Office of the Clerk of the Chancery Court of Madison County, Mississippi, at Canton, Mississippi, all covenants and restrictions heretofore imposed on the property comprising the six Lake Cavalier Subdivisions to which reference is herein above made shall be superceded and amended by the following covenants, restrictions, and regulations, until changed, shall be effective and enforceable against all property comprising the six Lake Cavalier Subdivisions including all easement rights and other hereditaments running with the land on which said subdivisions are located, to wit:

## **GENERAL CONDITIONS**

### **Preamble**

These covenants, rules, restrictions and regulations are enacted by the members of La Cav Improvement Company, to provide for the orderly conduct of the affairs of said Company and its members to the end that each member may receive the maximum benefit and enjoyment from the privileges he has in regard to the use of Lake Cavalier and to establish standards making Lake Cavalier a desirable place for property ownership thereby maximizing and maintaining property values;

The terms of this document provide a much more flexible method of operation and government than that provided in previous covenants and restrictions regulating the affairs of the Company.

In providing such flexibility, it has been necessary to vest more authority in the Board of Directors. Along with this additional authority there also is imposed more responsibility on the members of the Board to consider their decisions very carefully and to cast their votes on any questions based on their best opinion as to what is best from the standpoint of all the members, whether or not a certain action would tend to add to or subtract from property values, and what is morally right.

As provided in previous covenants there is a method to change these covenants by which the majority can speak. To avoid frivolous and whimsical attempts to make changes, the road to change has not been made easy. Nevertheless, it is workable rather than for all practical purposes being impossible.

To derive the most benefit from these covenants, it shall be the duty of the Board to insist on strict compliance. On the other hand, each member has a responsibility not only to observe these covenants but to join with the Board in the strict enforcement hereof.

Let us all be conscious at all times that, without rules, our property values would not hold up over the course of time and let us all put our shoulder to the wheel in the performance of each and every duty hereunder, only members in good standing of La Cav Improvement Company shall be entitled to receive Services and Privileges of any kind from Company and use of

Common Areas, including the clubhouse and lake. Any other service offered by the Company, now or in the future, may not be given, sold or otherwise delivered to any non-member.

A member is defined as a person and his or her spouse who owns a lot in any of the six Lake Cavalier Subdivisions and who is current in all his obligations of every kind and character to La Cav Improvement Company and not in violation of any of the provisions of these covenants and regulations and rules set forth herein.

The covenants, regulations and rules hereinafter set forth shall in no way affect any easements for wells, underground utility lines, roads or for any other purpose, if such rights are held presently by either Company or an individual member.

The covenants, regulations and rules hereinafter set forth shall remain in effect for so long as the members of La Cav Improvement Company or its successors may desire. However, each ten years on or about the anniversary date of this document, A meeting of the membership of the Company shall be called and a quorum assembled therefor, to review the provisions of this document and any additions or amendments hereto, at which time such changes as may be voted to the provisions hereof shall be Incorporated herein. All provisions changed or deleted shall be written to speak to the changed version and all deletions completely erased, and a new updated document reflecting the then provisions of the covenants, rules, and regulations and restrictions published.

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1. These covenants and restrictions shall not affect any existing buildings or other improvements or any other situation or state of facts now in existence. However, these covenants shall apply to any matters covered hereby from and after the date hereof.
2. The Board of Directors shall be the governmental authority for the operation of Lake Cavalier, the affairs of La Cav Improvement Company and the enforcement of the provisions of this document. In addition, the Board of Directors shall have the power to further refine and define the provisions hereof and pass additional rules and regulations relating to the provisions hereof and to pass and enforce additional regulations in any area of lake activity where the safety, health, and security of the Company's members is involved, provided, however, the Board of Directors shall not have authority to adopt rules or regulations which are in violation of these covenants. The foregoing notwithstanding, the Board shall have authority to assess a fine against any lot owner who violates these covenants and any rules adopted by the Board. Such fine shall be in an amount deemed reasonable by the Board. Any member in violation of these covenants and rules shall also be liable for reimbursing the Association for any costs or expenses incurred by the Board in remedying or curing such violation. Fines and assessments for costs and expenses so incurred shall be a lien on the lot owned by the violating member. The violating member shall be liable for such fines and assessments and interest thereon at the rate of eight per cent (8%) per annum accruing from date of fine and/or assessment until paid.
3. These covenants may be changed in whole or in part at any time by a majority vote of the

members of La Cav Improvement Company. Such vote shall be by secret ballot and may be taken at any regular or special meeting of the members of La Cav Improvement Company. Any owner of a lot in any of the Lake Cavalier Subdivisions described above, may at any time, file with the Secretary of the corporation a notice that he desires to make a change in these covenants which notice must be accompanied by a detailed recitation of the change desired to be made and a petition favoring such change signed by at least 20% of the then owners of all lots located in the six Lake Cavalier Subdivisions. Upon receipt of such petition and documents, it shall be the duty of the Secretary to furnish to said owner the most up to date information on file with La Cav Improvement Company, as to the names, addresses, and telephone numbers of the then lot owners in said subdivisions. Upon receipt of the information required to be furnished by the Secretary, the petitioning owner shall have 90 additional days to secure a supplemental petition favoring the requested change which said petition shall contain the names and signature of at least 30% of all of the lot owners in the six Lake Cavalier Subdivisions and shall not include any names or signatures appearing on the original petition. The said supplemental petition shall be filed with the Secretary. Upon receipt of the supplemental petition, the Secretary shall call a special membership meeting in accordance with the Bylaws, voting by proxy at said Special Meeting shall be permitted. All proxies for any meeting to consider changes in the covenants, regulations and rules of the six Lake Cavalier Subdivisions shall be personally signed and delivered to the Secretary. In the event a majority of all of the lot owners of lots in the six Lake Cavalier Subdivision shall vote favorably for the change requested, such change shall take place immediately or go into effect at the time specified in the original petition..

4. The Board of Directors shall not intervene or act in matters involving personal disagreements between two or more members unless some matter of Company policy is involved or threatened.

5. If a member disagrees with any action or ruling by the Board of Directors, it shall be the obligation of the Board and such member to meet and attempt to work out a mutually satisfactory solution. If such solution cannot be reached, then, by agreement, the parties may agree to appoint a Board of Arbitration consisting of a member appointed by the Board, a member appointed by the owner, and a third member selected by the other two members in an additional effort to resolve such a disagreement.

6. Enforcement of covenants, regulations and rules, together with any future covenants, regulations and rules which may under the provisions hereof become legally effective, may be either in law for damages resulting from the violations of any provisions hereof or in equity to enjoin the commission or continuing commission of such violations. Such actions may be brought by any member, his successors or assigns against any other member or by the Board of Directors in the name of the Company against any member or the Company. The Board, however, shall not be obligated to bring actions hereunder in any event unless the health, safety, welfare and security of its members is threatened.

7. Legal invalidation of any one or more of the provisions hereof shall in no wise affect any other provision herein.

### LAND USE REGULATIONS

8. All lots in said Subdivisions shall be residential lots and only one single-family residential building shall be permitted on any one lot at any one time.
9. No lot shall be re-subdivided. Two adjoining lots may be put together and utilized as one lot for building purposes and setback line restrictions shall be applicable to the outside perimeter of the two lots when so combined. The owner of two or more lots joined and utilized as one residential lot may elect to be charged dues and assessments on one lot. However, if said owner should ever sever said joined lots he/she shall be charged dues and assessments plus interest at eight per cent (8%) per annum from the date said lots were joined and utilized as one residential lot. The foregoing notwithstanding, it is permissible for a portion of a lot to be joined with an adjacent lot, and the setback line restrictions shall be applicable to the outside perimeter of the lot plus portion of adjacent lot.
10. No firearms of any kind shall be fired or discharged from any boat, or across the lake, or into the lake, or on any lot in said subdivisions. The foregoing notwithstanding shotguns, air rifles and pellet guns may be used by members and adult members of his/her household to control snakes and other pests in and around the lots within Lake Cavalier Subdivision.
11. No activity of an offensive nature which is or might become an annoyance or nuisance to the neighborhood shall be permitted on any lot. Such activity shall include, but not limited to, storage of old vehicles, boats which do not qualify for operation on Lake Cavalier and any other item of personal property the appearance of which adversely affects the appearance of the lot.
12. No building or other improvement shall be constructed, maintained or located on any lot on or over any utility line in such a manner as to interfere with the operation, repair, replacement or maintenance of such line or lines.
13. Fences may be constructed on any lot on which a habitable house is located, provided that such fences shall not be built beyond the front lakeside setback line or the front side of the house facing the water, whichever is the most distant from the lakeshore. The design of and the materials used in said fences shall be first approved by the Board or its designee. All lots which border Lake Cavalier Road and/or Coker Road shall have fences and gates which can be secured along the property line nearest to and parallel with said public road. The owner of such lots shall be responsible for installing and/or maintaining such perimeter fences and gates. Construction of fences along and on property lines is permissible as long as the fences do not extend closer to the water than described above.
14. Parking of motorized habitable trailers, and/or recreational vehicles shall not be permitted on any vacant lot at any time. Motorized recreational vehicles may be parked on vacant lots during daylight hours, but shall not remain parked on vacant lots overnight. No travel or habitable trailer or motorized recreational vehicle when parked on an improved lot may be used

for living quarters at any time, nor left for more than two (2) weeks.

15. No shacks, barns, or other outbuilding, except as provided elsewhere in these covenants, shall be permitted.

16. It shall be the responsibility of each lot owner to maintain his property and the improvements thereon in such a manner as to contribute to the beauty and the clean appearance of the entire Lake Cavalier community, including, but not limited to, keeping grass mowed, keeping improvements repaired and painted and generally doing those things which add to the beauty, livability, and value of Lake Cavalier property and the property of its members. The corporation may provide certain specialized services to its members such as grass cutting, plumbing repairs, and other services upon request; or if such services are deemed by the Board of Directors to be necessary for maintaining the beauty, neatness, and livability of members' property, the Board may have such services performed after giving reasonable notice to the members by word of mouth, U. S. Mail, email or by the periodic newsletter distributed to members. The cost of such service shall be billed to the member.

#### **SPECIAL SERVICES**

17. The clubhouse is for the benefit of all members. A member desiring to use the clubhouse for a family reunion, meeting of any kind or for other legal purposes may do so provided the dates of such use do no conflict with use for general lake activities and provided further that such member shall pay the cost of cleaning the clubhouse after such use. Such member may book the clubhouse for his own personal use and shall be responsible for all damage and liability which may arise because of his use of the clubhouse. Such member shall indemnify the Company against all costs and damages of every kind and character caused by the activities of said owner or his guests. The Board of Directors shall have the authority to approve request for use of the clubhouse by non-member users on such terms and conditions as the Board deems appropriate. The Board of Directors shall establish a schedule of fees and rules and regulations for the use of the clubhouse.

18. Water service is provided by Bear Creek Water Association. Sewer services is provided by Lake Lorman Utility District.. All main water and sewer lines shall be maintained by Bear Creek and/or Lake Lorman Utility District up to the point where individual tap on valves for service to a particular house is located. The lot owner is responsible for all maintenance including, but not limited to, the sewer pump and plumbing and electrical equipment necessary for its proper operation, and all other equipment located on his/her lot used in connection with the water and sewer systems from the point of the tap on valves to the main line. No permit for new construction located within the Lake Cavalier area certificated by the Mississippi Public Service Commission shall be issued nor permitted unless the lot owner utilizes water and sewer service provided by Bear Creek Water Association and Lake Lorman Utility District.

#### **FINANCING**

19. The Company provides certain services of a general nature to its members such as the

maintenance of streets and street lights, maintenance of spillway, dam, perimeter fences on corporation property and other property, clubhouse availability, maintenance of the body of water known as Lake Cavalier and other services. To defray the costs of such services the Board of Directors shall cause to be prepared an annual budget for the year following the ending of the lake year (December 31 of each year) and may make a charge to its members of an amount necessary to pay for such services. In the preparation of such budget the Board shall be required not only to provide for actual estimated costs of operations but also to provide for a contingency fund to be accumulated for future maintenance of all services rendered by company to its members and the purchase and replacement of necessary equipment for such maintenance. The purpose of such contingency fund is to prevent and avoid the necessity for special assessments which work hardship on the members and creates unreasonable uncertainties relative to individual costs for the use of Lake Cavalier and its facilities from year to year. In determining the individual charge the Board shall take into consideration reasonable amounts necessary to maintain a reserve of sufficient funds to remedy emergencies and equipment replacement without the necessity of making extra assessments to provide for such situations. This provision shall not prohibit a special assessment when deemed necessary by the Board and approved by the members. Such charges shall be payable semi-annually in January and July.

20. The Company shall have a lien on any lot whose owner does not promptly pay for any charges and/or services provided by the Company to any individual lot and may give public notice of said lien through any available legal means. The Company's lien shall also include all costs of collection, including reasonable attorney fees and interest at the rate of eight percent (8%) per annum from and after the due date of member obligation until paid. The Board may, however, in its discretion subordinate the Company's lien to the lien of any valid deed of trust or mortgage placed against such lot for the purpose of obtaining construction or permanent financing for improvements located or to be located on such lot.

### **BUILDING REGULATIONS**

21. Prior to commencement of any improvements on any lot including, but not limited to, altering the exterior of an existing structure, boat houses, piers, walls, fences or any other improvement materially affecting the appearance of any lot, plans for such construction shall be submitted in duplicate to the Board of Directors or to someone designated by the Board for examination and approval. Such plans shall include a drawing of the proposed improvement, a plot plan showing the location and dimensions of such Improvement, and a complete description of material to be used in such improvement.

22. If such plans are satisfactory and not in violation of any covenant, the Board shall issue or cause to be issued a Building Permit for such construction. The issuance of such permit shall not be unreasonably denied. The foregoing notwithstanding the Board shall have full and complete authority to consider factors, such as, the effect of the proposed construction on adjoining neighbor's property, aesthetics and the appearance of the overall Lake Cavalier community.

23. The Board and/or its designee may from time to time adopt and promulgate such rules

and regulations regarding the form and content of plans and specifications to be submitted to it for approval, and may publish and record such statements of policy, standards, guidelines, and may establish such criteria relative to architectural styles or details, colors, setbacks, materials or other matters relative to architectural review and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of these covenants. The decisions of the Board shall be final except that any member who is aggrieved by any action or forbearance from action by the Board (or any policy, standard or guideline established by the Board) may appeal the decision to the Board, and upon written request, such members shall be entitled to a hearing before the Board.

24. If there is an alteration of the original plans or any exhibit thereto, approval of such alteration shall be approved prior to proceeding with the plans as altered.

25. No improvements, except boathouses, piers, driveways and other improvements covered elsewhere herein shall be located less than fifty feet from the front lot line. , No improvements, except piers, driveways and other improvements covered elsewhere herein shall be located less than ten feet from any side setback line. The foregoing notwithstanding, the Board may grant the location of boathouses less than ten feet from any side setback line, provided the owner obtains approval from the Madison County Board of Supervisors. For purposes of this section, the front lot line is deemed to be the water's edge at full lake capacity. In the event any subdivided lot line is under water due to erosion then, at the cost the of the lot owner, the submerged area may be reclaimed. However, no structure may be built beyond the subdivided lot line. The foregoing notwithstanding, driveways and/or parking pads may be located along and on property lines.

26. All exterior construction must be completed within twelve months from the date said plans are approved. Extensions may be granted by the Board in its discretion.

27. All material used in construction shall be of first quality and currently in use by area building trades and up to minimum construction standards required by the City of Madison, Mississippi. No material will be approved for any construction which will detract from the general, neat and clean appearance of the Lake Cavalier Community or which is not compatible with the natural environment.

28. No residence shall contain less than 1,800 square feet of area which is heated and/or air conditioned. The first floor of a multi-story dwelling shall contain not less than 1,000 square feet. Open porches, outbuildings, garages, vehicle sheds or other structures not part of the actual living area shall not be considered in meeting the square footage minimum herein stated.

29. No structure shall be more than two (2) stories n height. A basement below the surface of the land on the front or rear side of dwelling shall not be considered as a story.

30. Without special permission from the Board of Directors, no building not attached to the residence building may be placed on any lot. Special permission shall not be issued for a building not attached to the residence building which exceeds 100 square feet. All such non-



attached buildings shall be located, decorated and constructed so as not to conflict with the natural environment. Nothing in this paragraph shall relieve a member from following the prescribed routine as required for any new construction. Detached buildings are subject to the same setback line restrictions as are residence building.

31. Swimming pools and tennis courts are permissible provided fences or other equipment necessary for their enjoyment does not detract from the general appearance of the community. Persons having such facilities on their property shall be fully responsible for all actions of any parties using such facilities including unauthorized users to the extent that such property owner fully indemnifies the La Cav Improvement Company from any loss, cost or damage resulting from any injury or the commission of any tort which might result in damages either to person or property. Such indemnification shall cover not only actual damages but also, but not limited to punitive damages, attorney's fees, court costs and all other costs and expenses which might be incurred by La Cav Improvement Company its officers, directors, and members. Swimming pools may not be operated unless equipped with sufficient cleaning sanitation and purification equipment.

32. All construction which will, in whole or in part, at any time, be beneath the surface of the water shall be of materials which have been pressure treated or the equivalent thereof. The upper portions of construction extending to or over the water shall be constructed of material treated for water rot resistance.

32. Piers, including platforms on piers, may not extend more than 40 feet into the water. Pier walkways shall be limited to six feet in width. Pier platforms measured on the side most closely paralleling the shore line shall be limited to 12 feet in width including the width of the walkway. The depth of pier platforms shall not exceed 12 feet.

33. The owner of any lot on which construction takes place shall be responsible for any damage to Lake Cavalier roads caused by construction vehicles associated with said construction project. Before approved construction begins the owner and Lake Manager shall inspect the road over which construction vehicles shall be traveling and shall agree on the road condition at that time. . As it is virtually impossible to avoid damage to these roads, which were not originally designed or constructed for heavy load hauling which is an inherent part of construction and/or demolition projects, the Board is instructed to assess property owners who's access is on roads maintained by Lake Cavalier for road repairs in the event of major demolition, new home, boathouse, pier/seawall construction, etc., or significant dirt hauling on these roads. This assessment will initially be \$1,500.00 and may be changed by the Board. A separate refundable assessment of an amount established by the Board shall be paid for major construction projects (i.e. new home construction). This \$1,000.00 refundable deposit will be required on all major construction and the amount may be changed from time to time by the Board. This deposit may be retained in whole or in part by the association if the construction does not progress on schedule, within reason, or deviates in a significant manner from the approved plans, etc. as determined by the Board.

**USE OF LAKE AND BOATING REGULATIONS**

34. All uses of the body of water known as Lake Cavalier in Madison County, Mississippi, shall be governed by the regulations herein and by all requirements of the U. S. Coast Guard, the State of Mississippi, and any other sovereign body having jurisdiction to regulate the use of bodies of water and all equipment of every kind used thereon in all activities pertaining thereto including, but not limited to boating, water skiing, fishing, and swimming.
35. No garbage, trash or refuse of any kind shall at any time be dumped on or deposited in Lake Cavalier.
36. No boat shall be operated or permitted to operate on Lake Cavalier in excess of 17 feet eleven inches (17' 11") in length, excepting deck boats which may not exceed 20 feet in length (and cannot have deep V hull), in accordance with manufacturer's specifications, except as otherwise stated herein. (See pontoon boats under section 40 on page 10)
37. No boat may be used or operated on Lake Cavalier which is not the personal property of a member of La Cav Improvement Company, Inc.
38. For identification purposes, all boats, including canoes, kayaks, paddle boats, and any other boat must have prominently displayed thereon a decal as prescribed by the Board of Directors. First decal is free. Subsequent decals shall be sold to members at cost and be obtainable at all times from the Lake Manager. The Company reserves the right to place a Decal on every member's boat or boats and bill such member for the cost thereof. After the purchase of an initial decal, any renewal decal which may be required shall be furnished to members without charge.
39. The type of boats, except as otherwise stated herein, which a member may own is not restricted. Jet skis of any kind are absolutely forbidden. No member shall have on the Lake or on his lot more than a total of two motorized boats at any one time, unless he shall by written application to the Board, request permission to add additional boats to the two boats permitted hereby. The application shall state the type boat to be added. Permission for additional boats shall not be withheld without good cause. If at any time, the Board deems a boat to be threatening to the health, safety, and welfare of the members, the Board may request that such boat be removed from Lake Cavalier. In addition to the foregoing, no boat may be stored or kept on any lot which does not qualify to be operated on Lake Cavalier.
40. No houseboat shall be permitted on the waters of Lake Cavalier. A recreational pontoon boat may be used on Lake Cavalier. A pontoon boat shall not exceed 24 feet in length, may not be powered by a motor in excess of 50 horsepower, and shall be operated only in that area of Lake Cavalier located between the shore line and the buoys marking the skiing area. Such boats must be operated at low speeds and shall never be used for skiing or tubing activities. All such boats shall have guard rails around the perimeter at the deck level to prevent accidental falling off the boat into the water by persons riding on such boats. No pontoon boat may be permanently docked, moored, or secured in such a manner and location to cause any part of said pontoon boat

to project into Lake Cavalier beyond a distance of 40 feet from the shoreline.

41. All boats must be registered with the Lake Manager. The following information must be included in the registration application: Type of boat, make of motor, motor number, motor horsepower, bill of sale and name of owner. Falsification of information may result in loss of Lake privileges and fine as provided herein. No boat may be launched in the waters of Lake Cavalier unless and until such boat is inspected and approved by the Lake Manger or designee.
42. No member shall have more than two motorized boats in the waters of Lake Cavalier at any one time. A boat parked in a boathouse shall not be considered as being on the waters of Lake Cavalier. Regardless of the size or type of boat, only one of the two boats permitted to be in the water hereby shall be in use for skiing purposes.
43. No boat may be operated on Lake Cavalier having a motor capacity in excess of 90 horsepower as specified by the manufacturer. All motors must be outboard motors. No boat motor may be attached to any boat if the horsepower of said motor exceeds the Boating Industry safety rating for such boat.
44. No person shall be permitted to operate a boat while under the influence of alcohol or other drugs.
45. No boat shall be operated in the small body of water known as the "Fishing Lake" at a speed in excess of 5 miles per hour. The "Fishing Lake" shall not be used for skiing but may be used for swimming and fishing only.
46. Each member is responsible for the operation of boats belonging to him and for the conduct of his family members and guests as regards observation of all of the provisions hereof. Failure to observe these rules, shall result in the issuance of a warning and continued failure to observe these rules or any activity which is conducted which may be of a dangerous nature may result in suspension, in whole or in part, the member's privilege to use the body of water known as Lake Cavalier.

#### **FISHING REGULATIONS**

47. Subject to the other provisions hereof, no one shall be permitted to fish in Lake Cavalier except members and their families.
48. Fishing privileges may be extended to guests when the member is not present, provided each of such guests has an individual permit written, signed and dated by the member stating therein the date for which the permit is to be used. If a boat is to be used, it must be a member's boat and the written permission must state affirmatively that such guest has permission to use said boat.
49. The Lake Manager shall pick up from each guest the permit which has been issued to him by the member. Such permits shall be kept in the Neighborhood Watch file of the Company so persons not members may be identified, should it be necessary.

50. Guests not having a permit will be asked to leave. Permits given orally are not acceptable. If guests upon being requested to leave do not do so voluntarily, the Lake Manager shall have them removed by appropriate legal authorities. The Company reserves the right to take any further action in this situation as may be indicated.
51. During ski season, fishing shall be confined to the area of the Lake located outside the marked ski course. The ski season shall commence April 30 and end September 30 of each year.

### MEMBERSHIP REGULATIONS

52. It shall be the duty of every member who sells or leases his property to have completed by the proposed occupant an Application for Membership Form obtainable through the Lake Secretary. This form is for the purpose of maintaining statistical records of the Company's members. A member may not sell or lease his/her property without the approval of the Board of Directors. A completed application and a copy of the proposed deed or lease (as the case may be) must be submitted to the Board for review and approval at least thirty (30) days before the contemplated date of transfer. Upon completion of sale or lease, copy of the recorded deed or executed lease must be provided to the Lake Secretary within thirty (30) days following sale or lease.
53. Corporations, partnerships, associations or groups of any kind may not own lots in the six Lake Cavalier Subdivisions. Lots and the improvements thereon shall be held in individual ownership except that a person and his or her spouse may own a lot and improvements jointly. This provision applies to the title of a lessee as well to the title of a fee owner. No property, the title to which is in a lessee may be sublet without the Company being furnished with the written consent of member.
54. The prospective member, whether he is to have a fee title or a leasehold title, shall be furnished a copy of these covenants and restrictions and any amendments hereto and shall be requested to sign a statement that he has read and understands the covenants and restrictions.
55. Failure to follow the procedure described in 53, 54, and 55 above will result in the member's being held liable for all charges lawfully made by the Company and for the conduct of and any liability created by the person who is purchasing or leasing the property until such form has been furnished.
56. If the property transfer is by lease, a copy of the lease must be furnished with the application and such lease shall contain a provision that in event the member's obligations to La Cav Improvement Company, Inc., are not promptly met and become delinquent that the Company is entitled to collect and the lessee is authorized to pay any and all rents directly to the Company until such delinquency has been satisfied. Notwithstanding any other provisions herein renters and/or lessees of lots within Lake Cavalier Subdivision shall not have any privileges to use any of the common areas, including but not limited to the lake, clubhouse and tennis courts. The foregoing notwithstanding, renters and lessees are permitted to use the private roads in gates 1-5 for ingress and egress and to walk, bike and/or jog and to fish and swim from the piers,

banks and boathouses of the property they are leasing or renting.

57. All new occupants of any property in the subdivisions affected hereby whether as owner or lessee, occupant shall be charged a transfer fee and a fee for manufacturing a gate sign; such fees to be nominal and set from time to time by the Board.

58. This section shall not apply to guests of members permitting the use of their property by others for periods of time not to exceed one month. In the event of unusual circumstances, said one month period may be extended from time to time upon owner's application to the Board by letter.

59. No member transferring his property shall be relieved of any of his obligations to the Company until the above procedures have been observed.

Witness the signature of La Cav Improvement Company acting by and through its duly authorized officers this the \_\_\_\_ day of February, 2016.

La Cav IMPROVEMENT COMPANY

By: Earl T Stubblefield  
EARL STUBBLEFIELD, President

By: Debbie Saik  
DEBBIE SAIK, Secretary

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally came and appeared before me the undersigned authority in and for the County and State aforesaid, Earl Stubblefield and Debbie Saik, being personally known to me as the duly elected President and Secretary, respectively, of La Cav Improvement Company, and each of them acknowledged that he and she signed the foregoing instrument of writing on the day and year therein mentioned and for the purposes therein expressed, for and on behalf of La Cav Improvement Company and in their respective capacities as officers of said corporation, after having first being authorized so to do.

Witness my signature this the 25<sup>th</sup> day of February, 2016.

Erin Kasey Johnson Woods  
NOTARY PUBLIC

My Commission Expires:

January 27, 2020

