

**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 term 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, LaCav 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 CAVAIER 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 10;

and

WHEREAS, there is a total of 139 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; 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 15 2026 , 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 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 null and void and of no further effect and 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 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.

Contrary to the previous covenants there is a method to change these covenants by which the majority can speak as opposed to a unanimous assent implied by the previous covenants. 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 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 of any kind from the Company such as water and sewer services. 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.

This agreement 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.

This agreement 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 provisions of the covenants, rules, and regulations and restrictions published.



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 all 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 the 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.
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 the 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 a 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 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, restrictions, and regulations of the six Lake Cavalier Subdivision shall be personally signed and delivered to the Secretary or executed by a Notary Public. If a majority or all of requested, 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 or 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 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 these restrictions, covenants, and regulations, together with any future covenants, restrictions, and regulations 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 of 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 are threatened.
7. Legal invalidation of anyone or more of the provisions hereof shall in no wise effect 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 jointed and utilized as one residential lot shall only be charged dues and assessments on one lot. However, if said owner should ever sever said jointed lots he/she shall be charged dues and assessments plus interest at eight per cent (8%) per annum from the date said lot were jointed and utilized as one residential lot.
10. No firearms of any kind, including, but not limited to, high powered air and pellet guns shall be fired or discharged from any boat, or by anyone across said body of water, or into

said body of water, or on any lot in said subdivisions. The foregoing notwithstanding shotguns 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.
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.
14. Parking of motorized habitable trailers shall not be permitted on any lot at any time. Motorized recreational vehicles may be parked on lots for a maximum of five days. No trailer or motorized recreational vehicle when parked on an improved lot may be used for living quarters at any time. Portable storage units will be allowed for no more than three months. The lake secretary should be notified the date the storage unit is delivered.
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. Lake members must remove fallen trees/stumps on property within 60 days. The corporation may provide certain specialized services to its members such as grass cutting, tree removal, 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 or U. S. Mail. 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 not conflict with use for the 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 that 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/her 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.

18. Water service is currently provided by Bear Creek Water Association. Sewer services are provided by the Company. All equipment used in connection therewith by members, except private indoor or outdoor equipment such as faucets, kitchen and bathroom fixtures which use the lines but are not necessary to the operation of the general sewer and water systems, shall be purchased from LaCav Improvement Company, Inc., or approved by the Board of Directors or the designee prior to purchase and use. For example, a sewer pump and warning light equipment would be considered an integral part of the general water and sewer system while a sink or wash basin would not be so considered. All main water and sewer lines shall be maintained by the Company and/or Bear Creek up to the point where individuals 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 water and sewer systems from the pint 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 La Cav Improvement Company and/or Bear Creek Water Association.

FINANCING

19. The Company provides certain services of a general nature to its members such as the operation of sewer systems, maintenance of street and street lights, maintenance of spillway, dam, 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 only to provide for actual estimated costs of operations but also to provide for a contingency 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 cost 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. The 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 fees, assessments, fines, deposits, costs 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. 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 improvement 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 and other improvements covered elsewhere herein shall be located less than fifty feet from the front lot line nor less than fifteen feet from any side setback line. 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 underwater due to erosion then, at the cost of the lot owner, the submerged area may be reclaimed. However, no structure may be built beyond the subdivided lot line.

26. All exterior construction must be completed within twenty-four months from the date said plans are approved. After the twenty-four-month period a fine of \$2500 will be charged each month. 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 County 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 2000 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, outbuilding, garages, vehicle sheds or other structure 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 2 stories in height. A basement below the surface of the land 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 nonattached building 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, Inc., 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 limited to punitive damages, attorney's fees, court costs and all other costs and expenses which might be incurred by La Cav Improvement Company, Inc., 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 part, at any time, be beneath the surface of the water shall be of materials which have been creosote 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.
33. 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 shoreline shall be limited to 12 feet in width including the width of the walkway. The depth of pier platforms shall not exceed 12 feet.

34. The owner of any Lake Cavalier property/lot on which any construction occurs shall be responsible for any damage to the Lake Cavalier roads caused by the construction vehicles related to and/or associated with the construction. Construction is defined as, but not limited to, new home construction and/or remodeling; home repair; demolition; new boat house construction and/or remodeling; boat house repair; driveway construction and/or repair; pier construction and/or repair; seawall construction and/or repair; landscaping; dirt and/or earth work; and/or tree removal. Construction will also include anything that requires a dumpster, concrete truck, dump truck, heavy truck, and/or heavy equipment. All construction requires a non-refundable fee that will be determined and assessed by the Board as necessary. Additional fees may also be assessed to the Lake Cavalier property/lot owner if the repair costs to the Lake Cavalier roads are greater than the initial fee assessed to the Lake Cavalier property/lot owner. Further, if the construction causes additional damages to utilities, water lines, and/or other property, the Board may assess additional fees necessary to cover the costs to repair the damage. In the event multiple Lake Cavalier property/lot owners are constructing at the same time, each property/lot owner will be assessed a portion of the anticipated and/or actual repair costs as determined by the Board. Any lake member that owns property adjacent to Lake Cavalier that uses Lake Cavalier roads for any construction on the adjacent property will also be subject to this covenant requirement and fee assessment. All Lake Cavalier property/lot owners that are assessed a construction fee and/or repair costs for the Lake Cavalier roads has the right to appeal the construction fee assessment and/or repair costs to the Board.

USE OF LAKE AND BOATING REGULATIONS

35. 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.
36. No garbage, trash or refuse of any kind shall at any time be dumped on or deposited in Lake Cavalier.
37. No boat shall be operated or permitted to operate on Lake Cavalier in excess of 17 feet in length in accordance with manufacturer's specifications, except as otherwise stated herein.
38. 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.
39. For identification purposes, all boats must have prominently displayed thereon a decal as prescribed by the Board of Directors. Such decals shall be sold to members at cost and be obtainable at all times by 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.

40. 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 that a total of two boats at any one time, unless he shall by written application to the Board request permission to 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.
41. 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 60 horsepower, and shall be operated only in that area of Lake Cavalier located between the shoreline 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 guardrails 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.
42. All motorized 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; name of owner, bill of sale and proof of insurance.
43. No member shall have more than two 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.
44. No boat may be operated on Lake Cavalier having a motor capacity in excess of 90 horsepower. 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.
45. No person shall be permitted to operate a boat while impaired.
46. 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 only.
47. Each member is responsible for the operation of boats belonging to him and for the conduct of his family members and guest as regards observation of all the provisions hereof. Failure to observe these rules, shall result in the issuance of warning tickets 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

48. Subject to the other provisions hereof, no one shall be permitted to fish in Lake Cavalier except members and their families.
49. Fishing privileges may be extended to guest when the member is not present, provided each of such guest has an individual permit written, signed and dated by the member stating therein the date for which the permit is to be used and 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.
50. The Lake Manager shall pick up from each guest the permit that 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.
51. 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.
52. 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

53. 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 also for the purpose of maintaining statistical records of the Company's members. A member may not 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.
54. 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.
55. 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.

56. 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.
57. 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.
58. All new occupants of any property in the subdivisions affected hereby, whether as owner or lessee, occupant shall be charged a transfer fee, which may be set from time to time by the Board.
59. 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 application to the Board by letter.
60. The member shall not use the premises for short-term rental, vacation rental, or any subletting for periods less than 30 days. Leases longer than 30 days must be approved by the Board. 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.
61. 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 30th day of March, 2026.

LA CAV IMPROVEMNT COMPANY

By Carol Cox Heidelberg
 Carol Cox Heidelberg, President

By Whitney Burns
 Whitney Burns, Secretary

Filing Instructions:
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at Book 7, Page 7 - (5/8/59)
"Restrictions and
Protective Covenants"

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally came and appeared before me the undersigned authority in and for the County and State aforesaid, Carol Cox Heidelberg and Whitney Burns, being personally known to me as the duly elected President and Secretary, respectively, of LaCav 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 officer of said corporation, after having first being authorized so to do.

Witness my signature this the 30th day of March, 2026

Macie Sledge
Notary Public

