

STATE OF MISSISSIPPI

COUNTY OF LAMAR

Lamar County FILED Chancery Clerk

FEB 13 1997 10:50 A.M.

Wayne Smith

365

AMENDED SHARED USE AGREEMENT

THIS AMENDED SHARED USE AGREEMENT is made this 17th day of January, 1997, by and between THE CANEBRAKE OWNERS ASSOCIATION, INC., a non-profit corporation incorporated under the laws of the State of Mississippi ("COA") and CANEBRAKE GOLF COMMUNITY ASSOCIATION, INC., a non-profit corporation incorporated under the laws of the State of Mississippi ("CGC").

RECITALS

- A. COA is the "Association" defined in, and having the power and duty to administer, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANEBRAKE, on file and of record in the Office of the Chancery Clerk of Lamar County, Mississippi at Land Deed Book 7-T, at Page 380, of the Land Deed Records on file in said office, as amended from time to time (the "Declaration"). The Declaration encumbers and gives COA jurisdiction over the land located in Lamar County, Mississippi, described in Exhibit "A" hereto ("Canebrake").
- B. CGC is the entity which has, or will have, the same functions under a similar declaration of covenants, conditions and restrictions (the "New Declaration") presently intended to include all or portions of the land located in Lamar County, Mississippi described in Exhibit "B" hereto ("Canebrake Golf Community").
- C. COA owns and controls certain common areas established per the Declaration over which it has the power and authority to grant use rights to non-members.
- D. CGC will own and control certain common areas over which it will have the power and authority to grant use rights to non-members.
- E. COA and CGC have determined that it is in their best interests to afford each of the other's members the right to use and enjoy certain portions of their common areas as more particularly described in Exhibit "C" hereto (the "Shared Common Areas") and to have COA maintain same.
- F. Likewise, COA and CGC desire to equitably apportion the costs of operating, maintaining, repairing, replacing, improving, insuring and administering the Shared Common Areas as well as providing roving patrols on their respective roadways (collectively, the "Shared Costs").

366

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements set forth herein and for Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party, COA and CGC, each intending to be legally bound, hereby covenant and agree:

1. Use of Shared Common Areas. COA hereby grants to CGC and each of its members and their family members, tenants, guests and invitees (the "CGC Users") a perpetual but non-exclusive easement for the use and enjoyment, for their intended purposes, of its portion of the Shared Common Areas, in all cases subject to the terms and conditions of this Agreement. Such Agreement shall be appurtenant to each of the CGC Users' property within Canebrake Golf Community. In no event, however, shall any person have the right to use any of the Shared Common Areas solely by virtue of membership in any golf club which may, in the developer's discretion, be established within Canebrake Golf Community.

CGC hereby grants to COA and each of its members and their family members, tenants, guests and invitees (the "COA Users") a perpetual but non-exclusive easement for the use and enjoyment, for their intended purposes, of its portion of the Shared Common Areas, in all cases subject to the terms and conditions of this Agreement. Such Agreement shall be appurtenant to each of the COA Users' property within Canebrake Community.

2. Assessments and Expenses.

A. COA will collect general and special assessments due under the Declaration and the New Declaration from its own members and CGC's members, respectively. The sums collected by COA from CGC's members will be their portion of the Shared Costs together with such other amounts CGC may direct COA to collect from time to time and will be applied:

- (i) to the Shared Costs such that COA members and CGC members shall at all times pay the same amount per Assessed Lot (as defined below) owned towards the Shared Costs; and then
- (ii) the remaining balance, if any, to be remitted (as provided below) to CGC for use for the costs of maintaining any CGC common areas which are not Shared Common Areas, general and administrative expenses, the cost of enforcing its covenants and any other purposes authorized by the New Declaration and reflected in CGC's notice to COA to collect additional amounts.

COA shall not be required to expend or remit any of its own funds under subsection (ii) as aforesaid but, rather, shall do so only to the extent of payments received from CGC's members. In the event that sufficient CGC funds are not

available for such purpose, those that are received shall be expended or remitted in the priority set forth above.

B. Assessed Lots. For purposes of determining the lots to be assessed for Shared Costs or otherwise hereunder (the "Assessed Lots") same shall be (i) for CGC: prior to January 1, 2001, the number of platted lots in Canebrake Golf Community owned by persons other than the developer and after January 1, 2001, the number of platted lots in Canebrake Golf Community and (ii) for COA: the number of platted lots in Canebrake.

C. Adjustments to Amounts. COA's determination of the Shared Costs has been agreed to by CGC. COA may adjust said amount no more frequently than once each six (6) months to reflect changes in actual or reasonably anticipated costs to be incurred by COA for the Shared Common Areas. Upon COA doing so, it shall so notify CGC's members and the Shared Costs shall be adjusted, as of the first day of the month which is thirty (30) or more days after such notice.

With respect to changes in the number of Assessed Lots, five (5) days prior to the end of each calendar quarter CGC will certify to COA the number of new Assessed Lots added during that quarter or that no new Assessed Lots have been added. Upon the request of COA, CGC will also provide a statement by a licensed attorney or title insurance company verifying the number of Assessed Lots so added. The change in the number of Assessed Lots and the resulting change in the number of CGC members paying assessments to COA will take effect as of the first day of the next following quarter.

Changes in Shared Costs resulting from the addition of Shared Common Areas shall be made as provided in Section 3, below.

D. Payments. COA shall make payments of sums due to CGC as provided above by the tenth (10th) day of each month.

E. Statements. CGC's members shall be entitled to receive, upon request, any financial statements issued by COA with respect to the Shared Costs and shall have a right, upon reasonable request and during reasonable hours, to inspect the relevant books and records of COA, but not more than twice per member per calendar year.

F. Non-Waiver. Neither CGC nor its members may excuse itself or themselves from payment by waiving the right to use the Shared Common Areas or by virtue of a suspension of such use right as provided above.

G. Gasoline Charges. COA shall impose and collect charges for boat fuel purchased by CGC members in the same manner as COA members.

368

- H. Initial Construction. In no event shall COA be charged for the cost of making any initial capital improvements or acquiring personal property to be constructed or provided by the developer of Canebrake Golf Community.
3. New Common Areas. Each party shall have the right to create additional common areas within its properties. If a party wishes to do so, the following procedure will be used to determine whether they will become Shared Common Areas:
- A. The party wishing to create new common areas will give the other party notice of its intention to do so. Such notice shall include descriptions of the location, size and intended use of the new common areas, any improvements to be made thereon and a reasonable estimate of what the Shared Costs shall be for the new Shared Common Area.
 - B. The party receiving the notice shall have thirty (30) days in which to notify the other of its election to have the new common areas become Shared Common Areas. If such responsive notice is not given, the new common areas shall not become Shared Common Areas.
 - C. This Section 3 shall not require a party creating common areas which are to be used by a limited number of its members to the exclusion of others (e.g., a neighborhood(s)) to make same available to be Shared Common Areas.
 - D. Without limiting the generality of the foregoing, this procedure shall apply to (i) the addition of any CGC entry monuments/signs and related landscaping in excess of the ten (10) for neighborhoods and two (2) for main entrances stated in Exhibit "C" and (ii) any capital additions CGC may desire to make to its Shared Common Areas after the developer's initial construction in each case so that COA will have the option of accepting or rejecting the maintenance responsibility for such additions.

4. Maintenance. COA shall maintain the Shared Common Areas in good condition, useable for their intended purposes and with a neat, clean and orderly appearance, temporary conditions such as those for necessary maintenance, repair, replacement, alteration or additions excepted. Such COA duty shall also include providing for roving patrols on all roads within Canebrake and Canebrake Golf Community.

Without limiting the generality of the foregoing, it is presently contemplated that a gatehouse may be constructed on a new entry road into Canebrake Golf Community, which shall be a Shared Common Area. Accordingly, as part of its maintenance duties hereunder COA shall maintain and operate such gatehouse and any gates; provided, however, that CGC shall provide and pay for the staffing, if any, of the gatehouse per the New Declaration or a separate agreement between it and the owner of the presently planned golf club within Canebrake Golf Community.

In the event that COA fails to maintain CGC's Shared Common Areas as provided above, then CGC may so notify COA, identifying the non-compliance(s) with reasonable particularity. Should COA fail to correct the matter set forth in such notice within thirty (30) days thereof or such longer time as is reasonably necessary in the case of a major repair or replacement, then CGC shall have the right to perform the corrective work (but only to the extent of the matters contained in its notice). The reasonable cost of such corrective work shall be paid by COA. Such payment shall be made immediately upon demand.

5. Regulation. Each party shall have the right to adopt and enforce reasonable rules and regulations regarding the use of its own community; provided, however, that none of same pertaining to Shared Common Areas may, on their face or in application, discriminate for or against the COA Users or CGC Users. It is specifically recognized and agreed that the developer of Canebrake Golf Community, being one of the members of CGC, shall be entitled to use the Shared Common Areas for all lawful sales, marketing and development purposes during the period of the development of Canebrake Golf Community, that the easement herein granted extends to include such activity and that no regulation may prohibit or impair same. However, the developer's use of the Shared Common Areas within Canebrake pursuant to this Agreement shall be limited to the developer's agents and/or sales prospects touring same unless otherwise agreed by COA by a separate agreement between COA and the developer.

6. Insurance and Damage. Each party shall maintain casualty and liability insurance with regard to its Shared Common Areas. The amount of casualty insurance shall equal the full replacement costs of the insurable improvements on the applicable common areas (with a reasonable deductible) and may include such other provisions as the applicable party may desire. Liability insurance coverage shall be no less than \$1,000,000. Each party shall be an additional or named insured, as appropriate, under the other's insurance. The costs of the repair or replacement of damaged or destroyed Shared Common Areas not covered by insurance shall be a Shared Cost.

In the event that a CGC User or COA User causes damage to the other's Shared Common Areas, each party agrees to look solely to the User for compensation for such damage and not to COA or CGC, although each shall reasonably cooperate with the other in such regard.

7. Notice. Whenever one party is required or desires to give notice to the other party under or in connection with this Agreement, such notice shall be in writing and shall be deemed given when received by the other party via certified mail, return receipt requested, at the following addresses:

370

If to COA:

The Canebrake Owners Association, Inc.
2 Canebrake Blvd.
Hattiesburg, Mississippi 39402
Attention: President

If to CGC:

The Canebrake Golf Community Association, Inc.
112 Sheffield Loop, Suite D
Hattiesburg, Mississippi 39402
Attention: President

Either party may change its address by giving notice thereof to the other party as provided above.

8. General Matters.

- A. This Agreement expresses the entire understanding of the parties with respect to its subject matter and no statement or understanding in such regard shall be binding unless expressed herein.
- B. No amendment to the terms hereof shall be valid unless expressed in a written instrument signed by both parties and filed and recorded in the same manner as this Agreement.
- C. In the event that any provision hereof shall be determined by a court of competent jurisdiction to be unenforceable, then the court shall reform same consistent with the stated intent of the parties so as to be enforceable. If, however, the court does not or cannot do so, then the remainder of this Agreement shall continue in full force and effect to the maximum extent lawful.
- D. This Agreement shall be filed and recorded in the Office of the Chancery Clerk of Lamar County, Mississippi, and is intended as a covenant and easement which shall run with, benefit and bind, as applicable, the lands described herein.
- E. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Mississippi. Each party having had the opportunity to review and negotiate this Agreement, no provisions hereof shall be more strictly interpreted against one party or the other, notwithstanding any rule of law to the contrary.

298

701

SHARED COMMON AREAS

COA Shared Common Areas (all in Lamar County, Mississippi)

1. Canebrake Lake -- including lake, banks, beaches, slopes, ramps, launches, dam and other water control installations
2. Canebrake Clubhouse -- including Clubhouse, bathhouse, gazebo, decks, landscaped areas, parking areas, drives, piers, docks, ramps and launches
3. Canebrake Swimming Pool/Tennis facility -- including pool, tennis courts, bathhouse, landscaped areas, parking areas and drives
4. Main Entry -- including landscaped areas, entry monument/sign and gatehouse
5. Existing walking/bike paths and trails
6. Canebrake Lake pavillion, piers, and docks
7. Lots 1 and 2, Canebrake, Brake B, Lamar County, Mississippi and that certain real property described as follows: A parcel of land lying in Section 13, T-4-N, R-15-W, Lamar County, Mississippi, and being more particularly described as commencing at a found metal pipe, found at the Northwest corner of Lot 1, Brake B, Canebrake Subdivision, Lamar County, Mississippi; thence run West for a distance of 130.56 feet; thence run South for a distance of 39.68 feet to the point of beginning of parcel herein described: thence run South 66 degrees 33 minutes 33 seconds West for a distance of 229.40 feet; thence run South 09 degrees 38 minutes 11 seconds West for a distance of 164.60 feet; thence run South 05 degrees 45 minutes 36 seconds East along the East line of Brake Q, for a distance of 204.79 feet to the Northern right-of-way of U.S. Highway 98 West; thence run North 84 degrees 06 minutes 27 seconds East along U.S. Highway 98 West right-of-way for a distance of 300.60 feet; thence run South 05 degrees 53 minutes 33 seconds East along U.S. Highway 98 West right-of-way for a distance of 25.00 feet; thence run North 84 degrees 06 minutes 27 seconds East along U.S. Highway 98 West for a distance of 79.85 feet; thence run North 10 degrees 34 minutes 41 seconds West for a distance of 208.51 feet; thence run North 27 degrees 43 minutes 20 seconds West for a distance of 269.30 feet back to the point of beginning, containing 3.07 acres more or less.
8. All street lights
9. All common areas, green spaces, common facilities and real property now owned by The Canebrake Owners Association, Inc. which is located in Lamar County, Mississippi whether or not included or properly described above

Less and Except from Areas 1 through 9 described above the limited common areas contained within Canebrake, Brakes R-R, S-S and "TT-1", First Revision.

CGC Shared Common Areas (all to be in Lamar County, Mississippi and all, except street lights, to be now or hereafter designated as "Common Areas" on existing or future recorded plats of Canebrake Golf Community or in the New Declaration or supplemental declarations thereto)

1. Main Entries (not more than 2 except as otherwise provided in the Amended Shared Use Agreement) - including landscaped areas, entry monuments/signs and any gates and gatehouse subject to Section 4 of the Amended Shared Use Agreement
2. Neighborhood Entries (not more than 10 except as otherwise provided in the Amended Shared Use Agreement) - including landscaped areas and entry monuments/signs
3. Street lights only after 100 lots sold & assessed
4. Canebrake Golf Community swimming pool facility, including pool, bathhouse, landscaped areas, parking areas and drives, all of which is located on the real property in Lamar County, Mississippi described in Exhibit A to the Supplemental Declaration recorded in the office of the Chancery Clerk of Lamar County, Mississippi at Land Deed Book 14-F, at Page 359-361.

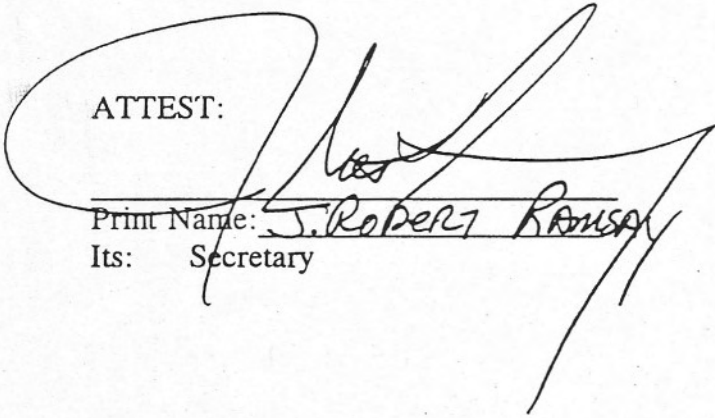
CERTIFICATE OF FILING AND RECORDING
 STATE OF MISSISSIPPI • LAMAR COUNTY
 WAYNE SMITH • CHANCERY CLERK
 BOOK 146 PAGE 678
 INDEXED RECORDED ABSTRACTED
 JOSE TRAVIS D.C.

CERTIFICATE OF FILING AND RECORDING
 STATE OF MISSISSIPPI • LAMAR COUNTY
 WAYNE SMITH • CHANCERY CLERK
 Indefinite BOOK 1 PAGE 375
 INDEXED RECORDED ABSTRACTED
 JOSE TRAVIS D.C.

- F. The prevailing party in any litigation to enforce, or otherwise connected with or arising from, this Agreement, shall be entitled to recover all reasonable attorneys', paralegal, professional, and other fees and costs actually incurred by that party at all administrative, trial and appellate levels.
- G. This Agreement may be executed in counterparts, but shall constitute but one agreement.
- H. Exhibits "A" through "C" attached to this Agreement are hereby incorporated into and made a part hereof as fully as set forth at length in the text of this Agreement.

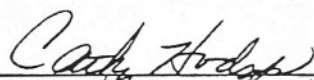
9. Amendment. This Amended Shared Use Agreement is executed to amend that certain Shared Use Agreement dated October 4, 1996 between the parties hereto which is of record at Land Deed Book 12-M, at Page 667 on file in the office of the Chancery Clerk of Lamar County, Mississippi to include on Exhibit B a parcel of land unintentionally omitted therefrom and to clarify Exhibit C, and as amended hereby, the Shared Use Agreement is hereby ratified, confirmed and continued.

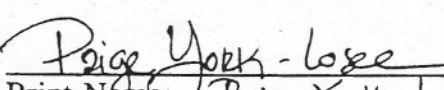
IN WITNESS WHEREOF, COA and CGC have executed this Amended Shared Use Agreement for the purposes herein expressed as of the date and year first above written.

ATTEST: 

Print Name: S. Robert Ransay
 Its: Secretary

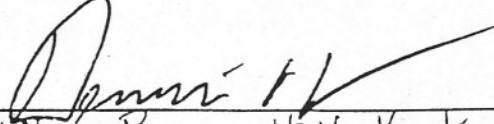
THE CANEBRAKE OWNERS ASSOCIATION, INC.

By: 
 Print Name: Cathy Hodges
 Its: President

ATTEST: 

Print Name: Paige York-Losee
 Its: Secretary

CANEBRAKE GOLF COMMUNITY ASSOCIATION, INC.

By: 
 Print Name: Bennett V. York
 Its: President

372

STATE OF MISSISSIPPI)
 Forrest)
COUNTY OF LAMAR)

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 15th day of January, 1997, within my jurisdiction, the within named Cathy Hodges and J. Robert Ramsey, who acknowledged that they are President and Secretary, respectively, of The Canebrake Owners Association, Inc., a Mississippi non-profit corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Patricia R. Zigg
NOTARY PUBLIC

MY COMMISSION EXPIRES:

July 15, 2000

(Affix official seal, if applicable)

STATE OF MISSISSIPPI)
)
COUNTY OF LAMAR)

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 20th day of January, 1997, within my jurisdiction, the within named Bennett York and Paige York-Losee, who acknowledged that they are President and Secretary, respectively, of Canebrake Golf Community Association, Inc., a Mississippi non-profit corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Daune Griffin
NOTARY PUBLIC

MY COMMISSION EXPIRES:

April 26, 1999

(Affix official seal, if applicable)

All of the real property which is platted according to the following described plats of Canebrake on file and of record in the office of the Chancery Clerk of Lamar County, Mississippi:

<u>Brake</u>	<u>Plat Book</u>	<u>Page</u>	<u>Slide</u>
B	2	22	A - 91
C	2	23	A - 92
D	2	22	A - 90
E	2	23	A - 92
G	2	24	A - 93
H	2	22	A - 91
I	2	24	A - 93
P	2	25	A - 94
Q	2	28	A - 97
R	2	27	A - 95
S	2	28	A - 95
T	2	29	A - 96
R-R	2	32	A - 99
S-S	2	32	A - 99
L	2	39	A - 104
F	2	45	A - 110
N	2	47	A - 112
T-T	2	55	A - 120
W	2	56	A - 121
B-B	2	57	A - 122
N, First Revision	2	64	A - 129
J	2	80	A - 145
W, Second Addition	2	85	A - 150
R, Second Addition	2	87	A - 152
M	2	93	A - 158
T-T, Second Addition	2	94	A - 159
"TT-1", First Revision	2	95	A - 160
R, Third Addition	2	119	A - 183

together with such additional lands as may be hereafter annexed to Canebrake and made subject to the Declaration (as defined in the Amended Shared Use Agreement to which this Exhibit is attached), as amended, in accordance with the Declaration, as amended.

LESS AND EXCEPT any portions of Canebrake, Brakes S and T described above which have been vacated by order of the Chancery Court of Lamar County, Mississippi, except to the extent said vacated portions have been included in plats of other Brakes of Canebrake filed subsequent to the plats of Canebrake, Brakes S and T.

374

AND ALSO:

Canebrake Lake, as described on Exhibit A to that certain Correction Deed and Instrument on file and of record in the office of the Chancery Clerk of Lamar County, Mississippi, at Book 10 - A, at Page 474.

AND ALSO:

A part of the North one-half of Section 13, lying North of U.S. Highway No. 98, in T-4-N, R-15-W, Lamar County, Mississippi, and being more particularly described as commencing at the SE corner of Brake Q, of Canebrake, as per map or plat on file at the Chancery Clerk's Office at the Lamar County Court House, thence run North 05 degrees 45 minutes 36 seconds West along an Eastern Boundary of said Subdivision for 196.92 feet to and for the Point of Beginning, said point being on an Eastern Boundary of said Canebrake, thence run South 84 degrees 32 minutes 02 seconds West along said boundary of said Canebrake for 141.94 feet, thence continue along said boundary of said Canebrake North 05 degrees 27 minutes 48 seconds West for 80.87 feet, thence continue along said boundary North 61 degrees 38 minutes 33 seconds East for 200.62 feet, thence run South 09 degrees 38 minutes 11 seconds West for 164.6 feet to the Point of Beginning, containing 0.4 acres, more or less.

All real property owned by Bennett V. York, Dr. Bennett V. York and/or Bennett V. York, Sr. as of the date of October 4, 1996 which is located within any of the following described parcels of real property:

- Parcel 1: West one-half (W 1/2) of Section 1, Township 4 North, Range 15 West, Lamar County, Mississippi.
- Parcel 2: South one-half of Northeast one-quarter (S 1/2 of NE 1/4) and Southeast one-quarter (SE 1/4) and Southeast one-quarter of Southwest one-quarter (SE 1/4 of SW 1/4), all in Section 2, Township 4 North, Range 15 West, Lamar County, Mississippi.
- Parcel 3: Southeast one-quarter (SE 1/4) of Section 11, Township 4 North, Range 15 West, Lamar County, Mississippi.
- Parcel 4: West one-half (W 1/2) of Section 12, Township 4 North, Range 15 West, Lamar County, Mississippi.
- Parcel 5: North one-half of Northwest one-quarter (N 1/2 of NW 1/4) of Section 13, Township 4 North, Range 15 West, Lamar County, Mississippi.
- Parcel 6: Northeast one-quarter of Northeast one-quarter (NE 1/4 of NE 1/4) and 1.05 acres of land in the Southeast one-quarter of Northeast one-quarter (SE 1/4 of NE 1/4) as described in Land Deed Book 7-S, at Page 574-578 on file in the office of the Chancery Clerk of Lamar County, Mississippi, all in Section 14, Township 4 North, Range 15 West, Lamar County, Mississippi.

LESS AND EXCEPT from Parcels 1 through 6 described above that certain real property which is more particularly described on Exhibit A to the Amended Shared Use Agreement to which this Exhibit B is attached.

AND ALSO:

Lots 38 and 39, Canebrake, Brake R, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of Lamar County, Mississippi, at Plat Book 2, Page 27, Slide A - 95.

AND ALSO:

Any portion of the South 100 feet of the Northeast one-quarter of Section 11, Township 4 North, Range 15 West, Lamar County, Mississippi which is hereafter acquired by Bennett V. York, York Community Development, LLC or CGC and is hereafter subjected to the New Declaration.

376

AND ALSO:

A part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 11 and part of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 12, T-4-N, R-15-W, Lamar County, Mississippi, said land being a part of the unplatted land lying Southwest of and adjacent to Brake R of Canebrake, a Subdivision of Lamar County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi, at Plat Book 2, Page 27, Slide A-95, and being more particularly described as commencing at the SW Corner of said Brake R of Canebrake, and thence run N02°11'23"E along the Western line of said Brake R for 150.27 feet, thence run N04°47'49"W along the Western line of said Brake R for 478.60 feet, to and for the Point of Beginning, thence run N26°04'52"E along said Western line of said Brake R for 285.02 feet, thence run Northwesterly and Northeasterly along an arc whose radius is 50 feet for 169.84 feet to a point on the Southwestern line of said Brake R, thence run N46°54'31"W along the said Southwestern line of said Brake R for 113.92 feet, thence run S86°08'17"W along the said Southwestern line of said Brake R for 422.62 feet, thence run S26°47'33"E for 606.75 feet, thence run N26°04'52"E for 160 feet to the Point of Beginning, and comprising 3.33 acres, more or less.

AND ALSO:

A part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 11 and part of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 12, all in T-4-North, R-15-West, Lamar County, Mississippi, and being more particularly described as commencing at the Southwest Corner of Brake "R" of Canebrake Subdivision in the County of Lamar, State of Mississippi, thence run North 02 degrees, 11 minutes, 23 seconds East along the Western line of said Brake "R" for 150.27 feet, thence continue along said Western line North 04 degrees, 47 minutes, 49 seconds West for 478.60 feet, thence run South 26 degrees, 04 minutes, 52 seconds West for 160 feet to the Point of Beginning, thence continue South 26 degrees, 04 minutes, 52 seconds West for 50.17 feet, thence run North 26 degrees, 47 minutes, 33 seconds West for 654.95 feet, thence run North 87 degrees, 20 minutes, 59 seconds East for 43.83 feet, thence run South 26 degrees, 47 minutes, 33 seconds East for 606.75 feet to the Point of Beginning, containing 0.58 acres, more or less.

AND ALSO:

A part of the NW $\frac{1}{4}$ of Section 12, T-4-N, R-15-W, in the County of Lamar, State of Mississippi, being Lot 2 of proposed Brake T-T Addition of Canebrake Subdivision of Lamar County, Mississippi, and being more particularly described as commencing at the NW corner of Lot 4 of Brake T-T of Canebrake, a Subdivision of Lamar County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi, thence run N00°06'18"E along the West line of Lot 1 of said proposed Brake T-T Addition for 75 feet to the Point of Beginning, thence continue N00°06'18"E along the West line of said Lot 2 for 20.11 feet, thence continue along said West line N42°25'06"W for 76.87 feet to the NW corner of said Lot 2, thence run N54°46'50"E along the North line of said Lot 2 for 212.19 feet to the Westerly line of West Canebrake Boulevard, thence run S42°26'46"E along said Westerly line for 106.27 feet, thence run Southeasterly along said Westerly line along an arc, said arc has a radius of 300.66 feet, Degree of Curve of 19°03'24", and central angle of 31°54'03", for 62.40 feet to the Southeast Corner of said Lot 2, thence run S72°55'31"W along the South line of said Lot 2 for 240.93 feet to the Point of Beginning, containing 0.65 acres, more or less.

AND ALSO:

A part of the Southwest Quarter and a resubdivision of part of Canebrake, Brake S, a subdivision of Lamar County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi, all being in Section 12, Township 4 North, Range 15 West, County of Lamar, State of Mississippi and being more particularly described as beginning at the Southwest corner of Lot 1, Canebrake, Brake W, a subdivision of Lamar County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi, thence run North 89 degrees, 51 minutes, 16 seconds West along the Northern margin line of West Canebrake Boulevard for 149.76 feet, thence run North 00 degrees, 08 minutes, 37 seconds East for 200.32 feet, thence run South 89 degrees, 48 minutes, 09 seconds East for 149.76 feet to the Northwest corner of said Lot 1, Canebrake, Brake W, thence run South 00 degrees, 08 minutes, 37 seconds West along the West line of said Lot 1, Canebrake, Brake W, for 200.18 feet to the Point of Beginning, containing 0.69 acres, more or less.

378

AND ALSO:

A part of the NW¼ of Section 12, T-4-N, R-15-W, in the County of Lamar, State of Mississippi, being Lot 1 of proposed Brake T-T Addition of Canebrake Subdivision of Lamar County, Mississippi, and being more particularly described as beginning at the NW Corner of Lot 4, Brake T-T of Canebrake, a Subdivision of Lamar County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi, at Plat Book 2, Page 55, Slide A-120, thence run N00°06'18"E along the West line of said Lot 1 for 75 feet, thence run N72°55'31"E along the North line of said Lot 1 for 240.93 feet to the Westerly line of West Canebrake Boulevard, thence run Southeasterly along said Westerly line and along an arc to the right, said arc has a radius of 300.66 feet, Degree of Curve of 19°03'24", and central angel of 31°54'03", for 105.0 feet, thence continue along said Westerly line S10°32'43"E for 49.26 feet to the NE Corner of said Brake T-T, thence run N89°53'42"W along the North line of said Brake T-T for 276.13 feet to the Point of Beginning, containing 0.68 acres, more or less.

AND ALSO:

A part of the NW¼ of Section 12, T-4-N, R-15-W, in the County of Lamar, State of Mississippi, and being more particularly described as commencing 1113.45 feet South of and 4,389.34 feet West of the NE corner of said Section 12, said point also being the SW Corner of Brake T-T of Canebrake, a Subdivision of Lamar County, Mississippi, as per the map or plat thereof of record at Plat Book 2, at Page 55, Slide A-120, on file in the office of the Chancery Clerk of Lamar County, Mississippi, and thence run S89°54'24"E along the South line of said Brake T-T for 33.67 feet, thence run S09°39'20"E for 152.5 feet to and for the Point of Beginning, thence run S09°39'20"E for 152.5 feet, thence run S89°54'24"E for 168 feet, more or less, to the Western line of West Canebrake Boulevard, thence run North along the Western line of West Canebrake Boulevard for 150 feet, more or less, to a point which bears S89°54'24"E from the Point of Beginning, thence run N89°54'24"W for 195 feet, more or less, to the Point of Beginning, and comprising 0.64 acres, more or less.

EXHIBIT B, PAGE 4 OF 4

SHARED COMMON AREAS

379

COA Shared Common Areas (all in Lamar County, Mississippi)

1. Canebrake Lake -- including lake, banks, beaches, slopes, ramps, launches, dam and other water control installations
2. Canebrake Clubhouse -- including Clubhouse, bathhouse, gazebo, decks, landscaped areas, parking areas, drives, piers, docks, ramps and launches
3. Canebrake Swimming Pool/Tennis facility -- including pool, tennis courts, bathhouse, landscaped areas, parking areas and drives
4. Main Entry -- including landscaped areas, entry monument/sign and gatehouse
5. Existing walking/bike paths and trails
6. Canebrake Lake pavillion, piers, and docks
7. Lots 1 and 2, Canebrake, Brake B, Lamar County, Mississippi and that certain real property described as follows: A parcel of land lying in Section 13, T-4-N, R-15-W, Lamar County, Mississippi, and being more particularly described as commencing at a found metal pipe, found at the Northwest corner of Lot 1, Brake B, Canebrake Subdivision, Lamar County, Mississippi; thence run West for a distance of 130.56 feet; thence run South for a distance of 39.68 feet to the point of beginning of parcel herein described: thence run South 66 degrees 33 minutes 33 seconds West for a distance of 229.40 feet; thence run South 09 degrees 38 minutes 11 seconds West for a distance of 164.60 feet; thence run South 05 degrees 45 minutes 36 seconds East along the East line of Brake Q, for a distance of 204.79 feet to the Northern right-of-way of U.S. Highway 98 West; thence run North 84 degrees 06 minutes 27 seconds East along U.S. Highway 98 West right-of-way for a distance of 300.60 feet; thence run South 05 degrees 53 minutes 33 seconds East along U.S. Highway 98 West right-of-way for a distance of 25.00 feet; thence run North 84 degrees 06 minutes 27 seconds East along U.S. Highway 98 West for a distance of 79.85 feet; thence run North 10 degrees 34 minutes 41 seconds West for a distance of 208.51 feet; thence run North 27 degrees 43 minutes 20 seconds West for a distance of 269.30 feet back to the point of beginning, containing 3.07 acres more or less.
8. All street lights
9. All common areas, green spaces, common facilities and real property now owned by The Canebrake Owners Association, Inc. which is located in Lamar County, Mississippi whether or not included or properly described above

Less and Except from Areas 1 through 9 described above the limited common areas contained within Canebrake, Brakes R-R, S-S and "TT-1", First Revision.

CGC Shared Common Areas (all to be in Lamar County, Mississippi and all, except street lights, to be now or hereafter designated as "Common Areas" on existing or future recorded plats of Canebrake Golf Community or in the New Declaration or supplemental declarations thereto)

1. Main Entries (not more than 2 except as otherwise provided in the Amended Shared Use Agreement to which this Exhibit C is attached) - including landscaped areas, entry monuments/signs and any gates and gatehouse subject to Section 4 of the Amended Shared Use Agreement to which this Exhibit is attached
2. Neighborhood Entries (not more than 10 except as otherwise provided in the Amended Shared Use Agreement to which this Exhibit C is attached) - including landscaped areas and entry monuments/signs
3. Street lights only after 100 lots sold & assessed

380

ADDRESSES:

The Canebrake Owners Association, Inc.
2 Canebrake Boulevard
Hattiesburg, MS 39402
Telephone:
(601) 268-0379

Canebrake Golf Community Association, Inc.
112 Sheffield Loop, Suite D
Hattiesburg, MS 39402
Telephone :
(601) 264-0403

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
Land Deed BOOK *129* PAGE *385*
INDEXED *JOSE THOMAS* RECORDED ABSTRACTED *DC*

THIS INSTRUMENT PREPARED BY: Charles W. Edgar, III; Levine, Frank, Edgar & Telepman P.A.; 3300 PGA Boulevard, Suite 500; Palm Beach Gardens, Florida 33410-2884; Telephone 561-626-4700.

INDEXING INSTRUCTION TO THE CHANCERY CLERK: as to the land described by reference to officially platted subdivisions, index on the subdivisions described on Exhibits A, B and C; as to the remaining land described, the quarter sections in which said land described is located cannot feasibly be determined, and the following is a statement of all of the quarter sections in which the described land could possibly be located:

IN TOWNSHIP 4 NORTH, RANGE 15 WEST, LAMAR COUNTY, MISSISSIPPI:

- Section 1: Southeast Quarter; Northwest Quarter; Southwest Quarter;
- Section 2: Northeast Quarter; Southeast Quarter; Southwest Quarter;
- Section 11: Northeast Quarter; Southeast Quarter;
- Section 12: Northeast Quarter; Southeast Quarter; Northwest Quarter; Southwest Quarter;
- Section 13: Northeast Quarter; Northwest Quarter;
- Section 14: Northeast Quarter.

678

FILED

275

STATE OF MISSISSIPPI
COUNTY OF LAMAR

'99 DEC 22 PM 4 58

SECOND AMENDMENT TO SHARED USE AGREEMENT
CHANCERY CLERK

THIS SECOND AMENDMENT TO SHARED USE AGREEMENT ("Amendment") is made effective the 20th day of DECEMBER, 1999, by and between THE CANEBRAKE OWNERS ASSOCIATION, INC., a non-profit corporation incorporated under the laws of the State of Mississippi ("COA") and CANEBRAKE GOLF COMMUNITY ASSOCIATION, INC., a non-profit corporation incorporated under the laws of the State of Mississippi ("CGC").

RECITALS

COA and CGC hereby acknowledge and agree as follows:

- A. COA and CGC executed a Shared Use Agreement which is recorded in the office of the Chancery Clerk of Lamar County, Mississippi at Land Deed Book 12-M, at Page 667-682 ("Shared Use Agreement"). COA and CGC subsequently executed an Amended Shared Use Agreement ("Amended Shared Use Agreement"), an original of which is recorded in the office of the Chancery Clerk of Lamar County, Mississippi at Land Deed Book 12-Q, at Page 365-380 and is attached hereto as Exhibit 1. "Shared Agreement", as used in this Amendment, shall refer to the Shared Use Agreement, as amended by the Amended Shared Use Agreement.
- B. COA is the "Association" defined in, and having the power and duty to administer, the Declaration of Covenants, Conditions and Restrictions for Canebrake, which is recorded in the office of the Chancery Clerk of Lamar County, Mississippi at Land Deed Book 7-T, at Page 380-445, as amended from time to time ("Declaration"). The Declaration encumbers and gives COA jurisdiction over the land located in Lamar County, Mississippi, described in Exhibit 2 attached hereto ("Canebrake").
- C. CGC is the entity which has the same or similar functions under a similar Declaration of Covenants, Conditions and Restrictions for Canebrake Golf Community, which is recorded in the office of the Chancery Clerk of Lamar County, Mississippi at Land Deed Book 12-N, at Page 592-670, as amended from time to time ("New Declaration"). At the time of execution of the Shared Agreement, the New Declaration was intended to ultimately include all or portions of the land located in Lamar County, Mississippi described in Exhibit B to the Amended Shared Use Agreement ("Canebrake Golf Community"). As of the date of this Amendment, Canebrake Golf Community includes, and the New Declaration encumbers and gives CGC jurisdiction over, those portions of the land described in said Exhibit B which are described in Exhibit 3 attached hereto, and the Shared Agreement is appurtenant to such land, but the present intent is that additional portions of the land described in said Exhibit B will hereafter be included in Canebrake Golf Community and encumbered by the New Declaration, and the Shared Agreement will also be appurtenant to such portions of said land which are so encumbered.
- D. Pursuant to the Shared Agreement, COA grants to CGC and each of its members and their family members, tenants, guests and invitees (the "CGC Users") a perpetual but non-exclusive easement for the use and enjoyment, for their intended purposes, of its portion of the "Shared Common Areas" which are described in Exhibit C to the Amended Shared Use Agreement, subject to the terms and conditions of the Shared Agreement, such Agreement to be appurtenant to each of the CGC Users' property within Canebrake Golf Community. The COA portion of the Shared Common Areas, as so described, include all common areas, green spaces, common facilities and real property now owned by COA which is located in Lamar County, Mississippi; COA has the power and authority to grant use rights to non-members over its portion of the Shared Common Areas.
- E. Also pursuant to the Shared Agreement, CGC grants to COA and each of its members and their family members, tenants, guests and invitees (the "COA Users") a perpetual but non-exclusive easement for the use and enjoyment, for their intended purposes, of its portion of the "Shared Common Areas" which are described in Exhibit C to the Amended Shared Use Agreement, subject to the terms and conditions of the Shared Agreement, such Agreement to be appurtenant to each of the COA Users' property within Canebrake. The CGC portion of the Shared Common Areas, as so described, include certain common areas owned and/or controlled by CGC, which common areas were established per the New Declaration; CGC has the power and authority to grant use rights to non-members over its portion of the Shared Common Areas.
- F. Among other provisions, the Shared Agreement provides for maintenance of the Shared Common Areas by COA; apportions the costs of operating, maintaining, repairing, replacing, improving, insuring and administering the Shared Common Areas as well as providing roving patrols on the respective roadways of Canebrake and Canebrake Golf Community; and provides that each party shall maintain casualty and liability insurance with regard to its Shared Common Areas, with liability coverage to be no less than \$1,000,000.00.
- G. The Shared Agreement is in full force and effect, and COA and CGC desire to (i) amend Exhibit B to the Shared Agreement to include an additional 2.45 acres, more or less, of land located in Lamar County, Mississippi, which is presently intended to be hereafter included in Canebrake Golf Community and encumbered by the New Declaration; (ii) add to the Shared Common Areas the Canebrake Golf Community swimming pool facility which has been constructed, and (iii) reflect the correct date of the original of the Amended Shared Use Agreement which is of record at Book 12-Q, at Page 365-380.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party, COA and CGC, each intending to be legally bound, hereby covenant and agree as follows:

- 1. Exhibit B to the Shared Agreement is hereby amended to include an additional 2.45 acres, more or less, of land located in Lamar County, Mississippi which is more particularly described on Exhibit 4 attached hereto, which additional land is presently intended to be hereafter included in Canebrake Golf Community

276

679

- and encumbered by the New Declaration, and the Shared Agreement will be appurtenant to such additional land which is so encumbered.
2. The Shared Common Areas, which are described in Exhibit C to the Amended Shared Use Agreement, are hereby amended to include, as additional "CGC Shared Common Areas", the Canebrake Golf Community swimming pool facility owned by Canebrake Golf Community Association, Inc., including pool, bathhouse, landscaped areas, parking areas and drives, all of which is located on the real property in Lamar County, Mississippi described in Exhibit A to the Supplemental Declaration recorded in the office of the Chancery Clerk of Lamar County, Mississippi at Land Deed Book 14-F, at Page 359-361. The Shared Common Areas, as amended by this Amendment to include the Canebrake Golf Community swimming pool facility described above, include all real property described in Exhibit 5 attached hereto.
 3. The original of the Amended Shared Use Agreement that is dated January 17th, 1997 and is recorded in the office of the Chancery Clerk of Lamar County, Mississippi at Land Deed Book 12-Q, at Page 365-380, which is attached hereto as Exhibit 1, is hereby reformed to reflect the correct date thereof of January 15th, 1997. COA and CGC executed four (4) originals of the Amended Shared Use Agreement, and all of said originals except the original filed for record were correctly dated January 15th, 1997. The original of the Amended Shared Use Agreement which is recorded at Land Deed Book 12-Q, at Page 365-380, which is attached hereto as Exhibit 1, contains a typographical error wherein its date is incorrectly stated on its first page as January 17th, 1997, when its date was actually January 15th, 1997. To further evidence these facts of record, one of the originals of the Amended Shared Use Agreement which is correctly dated January 15, 1997 is being recorded simultaneously herewith in the office of the Chancery Clerk of Lamar County, Mississippi.
 4. This Amendment may be executed in counterparts, but shall constitute but one agreement.
 5. Exhibits 1 through 5 attached to this Amendment are hereby incorporated into and made a part of this Amendment as fully as if set forth at length in the text of this Amendment.
 6. The Shared Agreement, including the Amended Shared Use Agreement, is amended and reformed as provided in this Amendment, but in all other respects remains and is in full force and effect and is hereby ratified, confirmed and continued for all purposes.

IN WITNESS WHEREOF, COA and CGC have executed this Second Amendment to Shared Use Agreement for the purposes herein expressed effective as of the date and year first above written.

THE CANEBRAKE OWNERS
ASSOCIATION, INC.

ATTEST:

Gail McLain
Print Name: Gail McLain
Its: Secretary

By: Norman W. Pauli, Jr.
Print Name: NORMAN W. PAULI, JR.
Its: President

CANEBRAKE GOLF COMMUNITY
ASSOCIATION, INC.

ATTEST:

Bennett V. York
Print Name: Bennett V. York
Its: Secretary

By: Bennett V. York
Print Name: Bennett V. York
Its: President

680

277

STATE OF MISSISSIPPI
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of December, 1999, within my jurisdiction, the within named Norma W. Paulign and Gail McLean who acknowledged that they are President and Secretary, respectively, of The Canebrake Owners Association, Inc., a Mississippi non-profit corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Rhonda Rega Howen
NOTARY PUBLIC

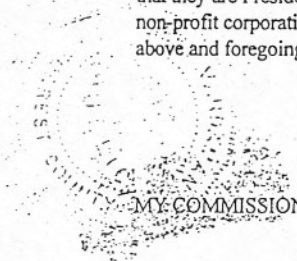


Notary Public State of Mississippi
My Commission Expires: _____
MY COMMISSION EXPIRES: _____

STATE OF MISSISSIPPI
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of December, 1999, within my jurisdiction, the within named Bennett V. York and Faige York-Losee who acknowledged that they are President and Secretary, respectively, of Canebrake Golf Community Association, Inc., a Mississippi non-profit corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Lilley Vardaman
NOTARY PUBLIC



Notary Public State of Mississippi
My Commission Expires: May 24, 2002
Bonded Thru Holden, Brooks & Garland, Inc.
MY COMMISSION EXPIRES: _____

ADDRESSES:

The Canebrake Owners Association, Inc.
2 Canebrake Boulevard
Hattiesburg, MS 39402
Telephone: (601) 268-0379

Canebrake Golf Community Association, Inc.
112 Sheffield Loop, Suite D
Hattiesburg, MS 39402
Telephone: (601) 264-0403

THIS INSTRUMENT PREPARED BY: Jan W. Hammond; 112 Sheffield Loop, Suite D-1; Hattiesburg, Mississippi 39402; Telephone 601.264.0403.

Indexing Instruction to Chancery Clerk: Note on the margin of instruments at Land Deed Books 12-M, at Page 667-682 and 12-Q, at Page 365-380 and on the margin of the Amended Shared Use Agreement recorded simultaneously herewith; enter in the index of indefinite records or of blanket conveyances; as to the land described by reference to officially platted subdivisions, index on the subdivisions described in Exhibits A, B and C of Exhibit 1 and in Exhibits 2, 3, 4 and 5; as to the remaining land described, the quarter sections in which said land described is located cannot feasibly be determined, and the following is a statement of all of the quarter sections in which the described land could possibly be located:

IN TOWNSHIP 4 NORTH, RANGE 15 WEST, LAMAR COUNTY, MISSISSIPPI:

- Section 1: Southeast Quarter; Northwest Quarter; Southwest Quarter;
- Section 2: Northeast Quarter; Southeast Quarter; Southwest Quarter;
- Section 11: Northeast Quarter; Southeast Quarter; Southwest Quarter;
- Section 12: Northeast Quarter; Southeast Quarter; Northwest Quarter; Southwest Quarter;
- Section 13: Northeast Quarter; Northwest Quarter;
- Section 14: Northeast Quarter.

278

681

Lamar County FILED Chancery Clerk

FEB 13 1997 10:50 A.M.

Wayne Smith

365

STATE OF MISSISSIPPI
COUNTY OF LAMAR

AMENDED SHARED USE AGREEMENT

THIS AMENDED SHARED USE AGREEMENT is made this 17th day of January, 1997, by and between THE CANEBRAKE OWNERS ASSOCIATION, INC., a non-profit corporation incorporated under the laws of the State of Mississippi ("COA") and CANEBRAKE GOLF COMMUNITY ASSOCIATION, INC., a non-profit corporation incorporated under the laws of the State of Mississippi ("CGC").

RECITALS

- A. COA is the "Association" defined in, and having the power and duty to administer, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANEBRAKE, on file and of record in the Office of the Chancery Clerk of Lamar County, Mississippi at Land Deed Book 7-T, at Page 380, of the Land Deed Records on file in said office, as amended from time to time (the "Declaration"). The Declaration encumbers and gives COA jurisdiction over the land located in Lamar County, Mississippi, described in Exhibit "A" hereto ("Canebrake").
- B. CGC is the entity which has, or will have, the same functions under a similar declaration of covenants, conditions and restrictions (the "New Declaration") presently intended to include all or portions of the land located in Lamar County, Mississippi described in Exhibit "B" hereto ("Canebrake Golf Community").
- C. COA owns and controls certain common areas established per the Declaration over which it has the power and authority to grant use rights to non-members.
- D. CGC will own and control certain common areas over which it will have the power and authority to grant use rights to non-members.
- E. COA and CGC have determined that it is in their best interests to afford each of the other's members the right to use and enjoy certain portions of their common areas as more particularly described in Exhibit "C" hereto (the "Shared Common Areas") and to have COA maintain same.
- F. Likewise, COA and CGC desire to equitably apportion the costs of operating, maintaining, repairing, replacing, improving, insuring and administering the Shared Common Areas as well as providing roving patrols on their respective roadways (collectively, the "Shared Costs").

682

279

366

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements set forth herein and for Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party, COA and CGC, each intending to be legally bound, hereby covenant and agree:

1. Use of Shared Common Areas. COA hereby grants to CGC and each of its members and their family members, tenants, guests and invitees (the "CGC Users") a perpetual but non-exclusive easement for the use and enjoyment, for their intended purposes, of its portion of the Shared Common Areas, in all cases subject to the terms and conditions of this Agreement. Such Agreement shall be appurtenant to each of the CGC Users' property within Canebrake Golf Community. In no event, however, shall any person have the right to use any of the Shared Common Areas solely by virtue of membership in any golf club which may, in the developer's discretion, be established within Canebrake Golf Community.

CGC hereby grants to COA and each of its members and their family members, tenants, guests and invitees (the "COA Users") a perpetual but non-exclusive easement for the use and enjoyment, for their intended purposes, of its portion of the Shared Common Areas, in all cases subject to the terms and conditions of this Agreement. Such Agreement shall be appurtenant to each of the COA Users' property within Canebrake Community.

2. Assessments and Expenses.

A. COA will collect general and special assessments due under the Declaration and the New Declaration from its own members and CGC's members, respectively. The sums collected by COA from CGC's members will be their portion of the Shared Costs together with such other amounts CGC may direct COA to collect from time to time and will be applied:

- (i) to the Shared Costs such that COA members and CGC members shall at all times pay the same amount per Assessed Lot (as defined below) owned towards the Shared Costs; and then
- (ii) the remaining balance, if any, to be remitted (as provided below) to CGC for use for the costs of maintaining any CGC common areas which are not Shared Common Areas, general and administrative expenses, the cost of enforcing its covenants and any other purposes authorized by the New Declaration and reflected in CGC's notice to COA to collect additional amounts.

COA shall not be required to expend or remit any of its own funds under subsection (ii) as aforesaid but, rather, shall do so only to the extent of payments received from CGC's members. In the event that sufficient CGC funds are not

280

683

367

available for such purpose, those that are received shall be expended or remitted in the priority set forth above.

- B. Assessed Lots. For purposes of determining the lots to be assessed for Shared Costs or otherwise hereunder (the "Assessed Lots") same shall be (i) for CGC: prior to January 1, 2001, the number of platted lots in Canebrake Golf Community owned by persons other than the developer and after January 1, 2001, the number of platted lots in Canebrake Golf Community and (ii) for COA: the number of platted lots in Canebrake.
- C. Adjustments to Amounts. COA's determination of the Shared Costs has been agreed to by CGC. COA may adjust said amount no more frequently than once each six (6) months to reflect changes in actual or reasonably anticipated costs to be incurred by COA for the Shared Common Areas. Upon COA doing so, it shall so notify CGC's members and the Shared Costs shall be adjusted, as of the first day of the month which is thirty (30) or more days after such notice.
- With respect to changes in the number of Assessed Lots, five (5) days prior to the end of each calendar quarter CGC will certify to COA the number of new Assessed Lots added during that quarter or that no new Assessed Lots have been added. Upon the request of COA, CGC will also provide a statement by a licensed attorney or title insurance company verifying the number of Assessed Lots so added. The change in the number of Assessed Lots and the resulting change in the number of CGC members paying assessments to COA will take effect as of the first day of the next following quarter.
- Changes in Shared Costs resulting from the addition of Shared Common Areas shall be made as provided in Section 3, below.
- D. Payments. COA shall make payments of sums due to CGC as provided above by the tenth (10th) day of each month.
- E. Statements. CGC's members shall be entitled to receive, upon request, any financial statements issued by COA with respect to the Shared Costs and shall have a right, upon reasonable request and during reasonable hours, to inspect the relevant books and records of COA, but not more than twice per member per calendar year.
- F. Non-Waiver. Neither CGC nor its members may excuse itself or themselves from payment by waiving the right to use the Shared Common Areas or by virtue of a suspension of such use right as provided above.
- G. Gasoline Charges. COA shall impose and collect charges for boat fuel purchased by CGC members in the same manner as COA members.

684

281

368

- H. Initial Construction. In no event shall COA be charged for the cost of making any initial capital improvements or acquiring personal property to be constructed or provided by the developer of Canebrake Golf Community.
3. New Common Areas. Each party shall have the right to create additional common areas within its properties. If a party wishes to do so, the following procedure will be used to determine whether they will become Shared Common Areas:
- A. The party wishing to create new common areas will give the other party notice of its intention to do so. Such notice shall include descriptions of the location, size and intended use of the new common areas, any improvements to be made thereon and a reasonable estimate of what the Shared Costs shall be for the new Shared Common Area.
 - B. The party receiving the notice shall have thirty (30) days in which to notify the other of its election to have the new common areas become Shared Common Areas. If such responsive notice is not given, the new common areas shall not become Shared Common Areas.
 - C. This Section 3 shall not require a party creating common areas which are to be used by a limited number of its members to the exclusion of others (e.g., a neighborhood(s)) to make same available to be Shared Common Areas.
 - D. Without limiting the generality of the foregoing, this procedure shall apply to (i) the addition of any CGC entry monuments/signs and related landscaping in excess of the ten (10) for neighborhoods and two (2) for main entrances stated in Exhibit "C" and (ii) any capital additions CGC may desire to make to its Shared Common Areas after the developer's initial construction in each case so that COA will have the option of accepting or rejecting the maintenance responsibility for such additions.
4. Maintenance. COA shall maintain the Shared Common Areas in good condition, useable for their intended purposes and with a neat, clean and orderly appearance, temporary conditions such as those for necessary maintenance, repair, replacement, alteration or additions excepted. Such COA duty shall also include providing for roving patrols on all roads within Canebrake and Canebrake Golf Community.

Without limiting the generality of the foregoing, it is presently contemplated that a gatehouse may be constructed on a new entry road into Canebrake Golf Community, which shall be a Shared Common Area. Accordingly, as part of its maintenance duties hereunder COA shall maintain and operate such gatehouse and any gates; provided, however, that CGC shall provide and pay for the staffing, if any, of the gatehouse per the New Declaration or a separate agreement between it and the owner of the presently planned golf club within Canebrake Golf Community.

282

685

369

In the event that COA fails to maintain CGC's Shared Common Areas as provided above, then CGC may so notify COA, identifying the non-compliance(s) with reasonable particularity. Should COA fail to correct the matter set forth in such notice within thirty (30) days thereof or such longer time as is reasonably necessary in the case of a major repair or replacement, then CGC shall have the right to perform the corrective work (but only to the extent of the matters contained in its notice). The reasonable cost of such corrective work shall be paid by COA. Such payment shall be made immediately upon demand.

5. Regulation. Each party shall have the right to adopt and enforce reasonable rules and regulations regarding the use of its own community; provided, however, that none of same pertaining to Shared Common Areas may, on their face or in application, discriminate for or against the COA Users or CGC Users. It is specifically recognized and agreed that the developer of Canebrake Golf Community, being one of the members of CGC, shall be entitled to use the Shared Common Areas for all lawful sales, marketing and development purposes during the period of the development of Canebrake Golf Community, that the easement herein granted extends to include such activity and that no regulation may prohibit or impair same. However, the developer's use of the Shared Common Areas within Canebrake pursuant to this Agreement shall be limited to the developer's agents and/or sales prospects touring same unless otherwise agreed by COA by a separate agreement between COA and the developer.
6. Insurance and Damage. Each party shall maintain casualty and liability insurance with regard to its Shared Common Areas. The amount of casualty insurance shall equal the full replacement costs of the insurable improvements on the applicable common areas (with a reasonable deductible) and may include such other provisions as the applicable party may desire. Liability insurance coverage shall be no less than \$1,000,000. Each party shall be an additional or named insured, as appropriate, under the other's insurance. The costs of the repair or replacement of damaged or destroyed Shared Common Areas not covered by insurance shall be a Shared Cost.

In the event that a CGC User or COA User causes damage to the other's Shared Common Areas, each party agrees to look solely to the User for compensation for such damage and not to COA or CGC, although each shall reasonably cooperate with the other in such regard.

7. Notice. Whenever one party is required or desires to give notice to the other party under or in connection with this Agreement, such notice shall be in writing and shall be deemed given when received by the other party via certified mail, return receipt requested, at the following addresses:

686

283

370

If to COA:

The Canebrake Owners Association, Inc.
2 Canebrake Blvd.
Hattiesburg, Mississippi 39402
Attention: President

If to CGC:

The Canebrake Golf Community Association, Inc.
112 Sheffield Loop, Suite D
Hattiesburg, Mississippi 39402
Attention: President

Either party may change its address by giving notice thereof to the other party as provided above.

8. General Matters.

- A. This Agreement expresses the entire understanding of the parties with respect to its subject matter and no statement or understanding in such regard shall be binding unless expressed herein.
- B. No amendment to the terms hereof shall be valid unless expressed in a written instrument signed by both parties and filed and recorded in the same manner as this Agreement.
- C. In the event that any provision hereof shall be determined by a court of competent jurisdiction to be unenforceable, then the court shall reform same consistent with the stated intent of the parties so as to be enforceable. If, however, the court does not or cannot do so, then the remainder of this Agreement shall continue in full force and effect to the maximum extent lawful.
- D. This Agreement shall be filed and recorded in the Office of the Chancery Clerk of Lamar County, Mississippi, and is intended as a covenant and easement which shall run with, benefit and bind, as applicable, the lands described herein.
- E. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Mississippi. Each party having had the opportunity to review and negotiate this Agreement, no provisions hereof shall be more strictly interpreted against one party or the other, notwithstanding any rule of law to the contrary.

284

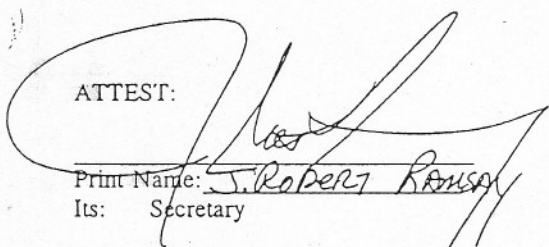
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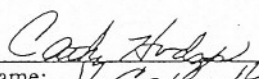
- F. The prevailing party in any litigation to enforce, or otherwise connected with or arising from, this Agreement, shall be entitled to recover all reasonable attorneys', paralegal, professional, and other fees and costs actually incurred by that party at all administrative, trial and appellate levels.
- G. This Agreement may be executed in counterparts, but shall constitute but one agreement.
- H. Exhibits "A" through "C" attached to this Agreement are hereby incorporated into and made a part hereof as fully as set forth at length in the text of this Agreement.

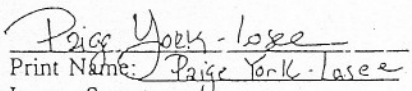
9. Amendment. This Amended Shared Use Agreement is executed to amend that certain Shared Use Agreement dated October 4, 1996 between the parties hereto which is of record at Land Deed Book 12-M, at Page 667 on file in the office of the Chancery Clerk of Lamar County, Mississippi to include on Exhibit B a parcel of land unintentionally omitted therefrom and to clarify Exhibit C, and as amended hereby, the Shared Use Agreement is hereby ratified, confirmed and continued.

IN WITNESS WHEREOF, COA and CGC have executed this Amended Shared Use Agreement for the purposes herein expressed as of the date and year first above written.

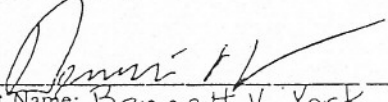
ATTEST: 
 Print Name: Robert Ransay
 Its: Secretary

THE CANEBRAKE OWNERS ASSOCIATION, INC.

By: 
 Print Name: Cathy Hodges
 Its: President

ATTEST: 
 Print Name: Paige York-Losee
 Its: Secretary

CANEBRAKE GOLF COMMUNITY ASSOCIATION, INC.

By: 
 Print Name: Bennett V. York
 Its: President

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STATE OF MISSISSIPPI)
) Forrest
COUNTY OF LAMAR)

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 15th day of January, 1997, within my jurisdiction, the within named Cathy Hodges and J. Robert Ramsey, who acknowledged that they are President and Secretary, respectively, of The Canebrake Owners Association, Inc., a Mississippi non-profit corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Patricia R. Zigg
NOTARY PUBLIC

MY COMMISSION EXPIRES:
July 15, 2000

(Affix official seal, if applicable)

STATE OF MISSISSIPPI)
)
COUNTY OF LAMAR)

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 24th day of January, 1997, within my jurisdiction, the within named Burnett V. York and Faige York-Losee, who acknowledged that they are President and Secretary, respectively, of Canebrake Golf Community Association, Inc., a Mississippi non-profit corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Daeline Griffin
NOTARY PUBLIC

MY COMMISSION EXPIRES:
April 26, 1999

(Affix official seal, if applicable)

c:\wp51\cwe\canebrk2.agr

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373

All of the real property which is platted according to the following described plats of Canebrake on file and of record in the office of the Chancery Clerk of Lamar County, Mississippi:

<u>Brake</u>	<u>Plat Book</u>	<u>Page</u>	<u>Slide</u>
B	2	22	A - 91
C	2	23	A - 92
D	2	22	A - 90
E	2	23	A - 92
G	2	24	A - 93
H	2	22	A - 91
I	2	24	A - 93
P	2	25	A - 94
Q	2	28	A - 97
R	2	27	A - 95
S	2	28	A - 95
T	2	29	A - 96
R-R	2	32	A - 99
S-S	2	32	A - 99
L	2	39	A - 104
F	2	45	A - 110
N	2	47	A - 112
T-T	2	55	A - 120
W	2	56	A - 121
B-B	2	57	A - 122
N, First Revision	2	64	A - 129
J	2	80	A - 145
W, Second Addition	2	85	A - 150
R, Second Addition	2	87	A - 152
M	2	93	A - 158
T-T, Second Addition	2	94	A - 159
"TT-1", First Revision	2	95	A - 160
R, Third Addition	2	119	A - 183

together with such additional lands as may be hereafter annexed to Canebrake and made subject to the Declaration (as defined in the Amended Shared Use Agreement to which this Exhibit is attached), as amended, in accordance with the Declaration, as amended.

LESS AND EXCEPT any portions of Canebrake, Brakes S and T described above which have been vacated by order of the Chancery Court of Lamar County, Mississippi, except to the extent said vacated portions have been included in plats of other Brakes of Canebrake filed subsequent to the plats of Canebrake, Brakes S and T.

EXHIBIT A, PAGE 1 OF 2

EXHIBIT 1, PAGE 9 OF 16

690

287

374

AND ALSO:

Canebrake Lake, as described on Exhibit A to that certain Correction Deed and Instrument on file and of record in the office of the Chancery Clerk of Lamar County, Mississippi, at Book 10 - A, at Page 474.

AND ALSO:

A part of the North one-half of Section 13, lying North of U.S. Highway No. 98, in T-4-N, R-15-W, Lamar County, Mississippi, and being more particularly described as commencing at the SE corner of Brake Q, of Canebrake, as per map or plat on file at the Chancery Clerk's Office at the Lamar County Court House, thence run North 05 degrees 45 minutes 36 seconds West along an Eastern Boundary of said Subdivision for 196.92 feet to and for the Point of Beginning, said point being on an Eastern Boundary of said Canebrake, thence run South 84 degrees 32 minutes 02 seconds West along said boundary of said Canebrake for 141.94 feet, thence continue along said boundary of said Canebrake North 05 degrees 27 minutes 48 seconds West for 80.87 feet, thence continue along said boundary North 61 degrees 38 minutes 33 seconds East for 200.62 feet, thence run South 09 degrees 38 minutes 11 seconds West for 164.6 feet to the Point of Beginning, containing 0.4 acres, more or less.

EXHIBIT A, PAGE 2 OF 2

EXHIBIT 1, PAGE 10 OF 16

288
691
375

All real property owned by Bennett V. York, Dr. Bennett V. York and/or Bennett V. York, Sr. as of the date of October 4, 1996 which is located within any of the following described parcels of real property:

- Parcel 1: West one-half (W 1/2) of Section 1, Township 4 North, Range 15 West, Lamar County, Mississippi.
- Parcel 2: South one-half of Northeast one-quarter (S 1/2 of NE 1/4) and Southeast one-quarter (SE 1/4) and Southeast one-quarter of Southwest one-quarter (SE 1/4 of SW 1/4), all in Section 2, Township 4 North, Range 15 West, Lamar County, Mississippi.
- Parcel 3: Southeast one-quarter (SE 1/4) of Section 11, Township 4 North, Range 15 West, Lamar County, Mississippi.
- Parcel 4: West one-half (W 1/2) of Section 12, Township 4 North, Range 15 West, Lamar County, Mississippi.
- Parcel 5: North one-half of Northwest one-quarter (N 1/2 of NW 1/4) of Section 13, Township 4 North, Range 15 West, Lamar County, Mississippi.
- Parcel 6: Northeast one-quarter of Northeast one-quarter (NE 1/4 of NE 1/4) and 1.05 acres of land in the Southeast one-quarter of Northeast one-quarter (SE 1/4 of NE 1/4) as described in Land Deed Book 7-S, at Page 574-578 on file in the office of the Chancery Clerk of Lamar County, Mississippi, all in Section 14, Township 4 North, Range 15 West, Lamar County, Mississippi.

LESS AND EXCEPT from Parcels 1 through 6 described above that certain real property which is more particularly described on Exhibit A to the Amended Shared Use Agreement to which this Exhibit B is attached.

AND ALSO:

Lots 38 and 39, Canebrake, Brake R, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of Lamar County, Mississippi, at Plat Book 2, Page 27, Slide A - 95.

AND ALSO:

Any portion of the South 100 feet of the Northeast one-quarter of Section 11, Township 4 North, Range 15 West, Lamar County, Mississippi which is hereafter acquired by Bennett V. York, York Community Development, LLC or CGC and is hereafter subjected to the New Declaration.

EXHIBIT B, PAGE 1 OF 4

EXHIBIT 1, PAGE 11 OF 16

692

289

376

AND ALSO:

A part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 11 and part of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 12, T-4-N, R-15-W, Lamar County, Mississippi, said land being a part of the unplatted land lying Southwest of and adjacent to Brake R of Canebrake, a Subdivision of Lamar County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi, at Plat Book 2, Page 27, Slide A-95, and being more particularly described as commencing at the SW Corner of said Brake R of Canebrake, and thence run N02°11'23"E along the Western line of said Brake R for 150.27 feet, thence run N04°47'49"W along the Western line of said Brake R for 478.60 feet, to and for the Point of Beginning, thence run N26°04'52"E along said Western line of said Brake R for 285.02 feet, thence run Northwesterly and Northeasterly along an arc whose radius is 50 feet for 169.84 feet to a point on the Southwestern line of said Brake R, thence run N46°54'31"W along the said Southwestern line of said Brake R for 113.92 feet, thence run S86°08'17"W along the said Southwestern line of said Brake R for 422.62 feet, thence run S26°47'33"E for 606.75 feet, thence run N26°04'52"E for 160 feet to the Point of Beginning, and comprising 3.33 acres, more or less.

AND ALSO:

A part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 11 and part of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 12, all in T-4-North, R-15-West, Lamar County, Mississippi, and being more particularly described as commencing at the Southwest Corner of Brake "R" of Canebrake Subdivision in the County of Lamar, State of Mississippi, thence run North 02 degrees, 11 minutes, 23 seconds East along the Western line of said Brake "R" for 150.27 feet, thence continue along said Western line North 04 degrees, 47 minutes, 49 seconds West for 478.60 feet, thence run South 26 degrees, 04 minutes, 52 seconds West for 160 feet to the Point of Beginning, thence continue South 26 degrees, 04 minutes, 52 seconds West for 50.17 feet, thence run North 26 degrees, 47 minutes, 33 seconds West for 654.95 feet, thence run North 87 degrees, 20 minutes, 59 seconds East for 43.83 feet, thence run South 26 degrees, 47 minutes, 33 seconds East for 606.75 feet to the Point of Beginning, containing 0.58 acres, more or less.

EXHIBIT B, PAGE 2 OF 4

EXHIBIT 1, PAGE 12 OF 16

290

693

377

AND ALSO:

A part of the NW $\frac{1}{4}$ of Section 12, T-4-N, R-15-W, in the County of Lamar, State of Mississippi, being Lot 2 of proposed Brake T-T Addition of Canebrake Subdivision of Lamar County, Mississippi, and being more particularly described as commencing at the NW corner of Lot 4 of Brake T-T of Canebrake, a Subdivision of Lamar County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi, thence run N00°06'18"E along the West line of Lot 1 of said proposed Brake T-T Addition for 75 feet to the Point of Beginning, thence continue N00°06'18"E along the West line of said Lot 2 for 20.11 feet, thence continue along said West line N42°25'06"W for 76.87 feet to the NW corner of said Lot 2, thence run N54°46'50"E along the North line of said Lot 2 for 212.19 feet to the Westerly line of West Canebrake Boulevard, thence run S42°26'46"E along said Westerly line for 106.27 feet, thence run Southeasterly along said Westerly line along an arc, said arc has a radius of 300.66 feet, Degree of Curve of 19°03'24", and central angle of 31°54'03", for 62.40 feet to the Southeast Corner of said Lot 2, thence run S72°55'31"W along the South line of said Lot 2 for 240.93 feet to the Point of Beginning, containing 0.65 acres, more or less.

AND ALSO:

A part of the Southwest Quarter and a resubdivision of part of Canebrake, Brake S, a subdivision of Lamar County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi, all being in Section 12, Township 4 North, Range 15 West, County of Lamar, State of Mississippi and being more particularly described as beginning at the Southwest corner of Lot 1, Canebrake, Brake W, a subdivision of Lamar County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi, thence run North 89 degrees, 51 minutes, 16 seconds West along the Northern margin line of West Canebrake Boulevard for 149.76 feet, thence run North 00 degrees, 08 minutes, 37 seconds East for 200.32 feet, thence run South 89 degrees, 48 minutes, 09 seconds East for 149.76 feet to the Northwest corner of said Lot 1, Canebrake, Brake W, thence run South 00 degrees, 08 minutes, 37 seconds West along the West line of said Lot 1, Canebrake, Brake W, for 200.18 feet to the Point of Beginning, containing 0.69 acres, more or less.

EXHIBIT B, PAGE 3 OF 4

EXHIBIT 1, PAGE 13 OF 16

694

291

378

AND ALSO:

A part of the NW $\frac{1}{4}$ of Section 12, T-4-N, R-15-W, in the County of Lamar, State of Mississippi, being Lot 1 of proposed Brake T-T Addition of Canebrake Subdivision of Lamar County, Mississippi, and being more particularly described as beginning at the NW Corner of Lot 4, Brake T-T of Canebrake, a Subdivision of Lamar County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi, at Plat Book 2, Page 55, Slide A-120, thence run N00°06'18"E along the West line of said Lot 1 for 75 feet, thence run N72°55'31"E along the North line of said Lot 1 for 240.93 feet to the Westerly line of West Canebrake Boulevard, thence run Southeasterly along said Westerly line and along an arc to the right, said arc has a radius of 300.66 feet, Degree of Curve of 19°03'24", and central angel of 31°54'03", for 105.0 feet, thence continue along said Westerly line S10°32'43"E for 49.26 feet to the NE Corner of said Brake T-T, thence run N89°53'42"W along the North line of said Brake T-T for 276.13 feet to the Point of Beginning, containing 0.68 acres, more or less.

AND ALSO:

A part of the NW $\frac{1}{4}$ of Section 12, T-4-N, R-15-W, in the County of Lamar, State of Mississippi, and being more particularly described as commencing 1113.45 feet South of and 4,389.34 feet West of the NE corner of said Section 12, said point also being the SW Corner of Brake T-T of Canebrake, a Subdivision of Lamar County, Mississippi, as per the map or plat thereof of record at Plat Book 2, at Page 55, Slide A-120, on file in the office of the Chancery Clerk of Lamar County, Mississippi, and thence run S89°54'24"E along the South line of said Brake T-T for 33.67 feet, thence run S09°39'20"E for 152.5 feet to and for the Point of Beginning, thence run S09°39'20"E for 152.5 feet, thence run S89°54'24"E for 168 feet, more or less, to the Western line of West Canebrake Boulevard, thence run North along the Western line of West Canebrake Boulevard for 150 feet, more or less, to a point which bears S89°54'24"E from the Point of Beginning, thence run N89°54'24"W for 195 feet, more or less, to the Point of Beginning, and comprising 0.64 acres, more or less.

EXHIBIT B, PAGE 4 OF 4

EXHIBIT 1, PAGE 14 OF 16

292

695

SHARED COMMON AREAS

379

COA Shared Common Areas (all in Lamar County, Mississippi)

1. Canebrake Lake -- including lake, banks, beaches, slopes, ramps, launches, dam and other water control installations
2. Canebrake Clubhouse -- including Clubhouse, bathhouse, gazebo, decks, landscaped areas, parking areas, drives, piers, docks, ramps and launches
3. Canebrake Swimming Pool/Tennis facility -- including pool, tennis courts, bathhouse, landscaped areas, parking areas and drives
4. Main Entry -- including landscaped areas, entry monument/sign and gatehouse
5. Existing walking/bike paths and trails
6. Canebrake Lake pavillion, piers, and docks
7. Lots 1 and 2, Canebrake, Brake B, Lamar County, Mississippi and that certain real property described as follows: A parcel of land lying in Section 13, T-4-N, R-15-W, Lamar County, Mississippi, and being more particularly described as commencing at a found metal pipe, found at the Northwest corner of Lot 1, Brake B, Canebrake Subdivision, Lamar County, Mississippi; thence run West for a distance of 130.56 feet; thence run South for a distance of 39.68 feet to the point of beginning of parcel herein described: thence run South 66 degrees 33 minutes 33 seconds West for a distance of 229.40 feet; thence run South 09 degrees 38 minutes 11 seconds West for a distance of 164.60 feet; thence run South 05 degrees 45 minutes 36 seconds East along the East line of Brake Q, for a distance of 204.79 feet to the Northern right-of-way of U.S. Highway 98 West; thence run North 84 degrees 06 minutes 27 seconds East along U.S. Highway 98 West right-of-way for a distance of 300.60 feet; thence run South 05 degrees 53 minutes 33 seconds East along U.S. Highway 98 West right-of-way for a distance of 25.00 feet; thence run North 84 degrees 06 minutes 27 seconds East along U.S. Highway 98 West for a distance of 79.85 feet; thence run North 10 degrees 34 minutes 41 seconds West for a distance of 208.51 feet; thence run North 27 degrees 43 minutes 20 seconds West for a distance of 269.30 feet back to the point of beginning, containing 3.07 acres more or less.
8. All street lights
9. All common areas, green spaces, common facilities and real property now owned by The Canebrake Owners Association, Inc. which is located in Lamar County, Mississippi whether or not included or properly described above

Less and Except from Areas 1 through 9 described above the limited common areas contained within Canebrake, Brakes R-R, S-S and "TT-1", First Revision.

CGC Shared Common Areas (all to be in Lamar County, Mississippi and all, except street lights, to be now or hereafter designated as "Common Areas" on existing or future recorded plats of Canebrake Golf Community or in the New Declaration or supplemental declarations thereto)

1. Main Entries (not more than 2 except as otherwise provided in the Amended Shared Use Agreement to which this Exhibit C is attached) - including landscaped areas, entry monuments/signs and any gates and gatehouse subject to Section 4 of the Amended Shared Use Agreement to which this Exhibit is attached
2. Neighborhood Entries (not more than 10 except as otherwise provided in the Amended Shared Use Agreement to which this Exhibit C is attached) - including landscaped areas and entry monuments/signs
3. Street lights only after 100 lots sold & assessed

EXHIBIT C

696

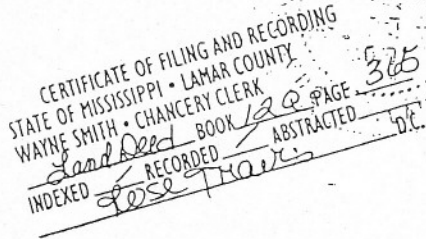
293

380

ADDRESSES:

The Canebrake Owners Association, Inc.
2 Canebrake Boulevard
Hattiesburg, MS 39402
Telephone:
(601) 268-0379

Canebrake Golf Community Association, Inc.
112 Sheffield Loop, Suite D
Hattiesburg, MS 39402
Telephone:
(601) 264-0403



THIS INSTRUMENT PREPARED BY: Charles W. Edgar, III; Levine, Frank, Edgar & Telepman P.A.; 3300 PGA Boulevard, Suite 500; Palm Beach Gardens, Florida 33410-2884; Telephone 561-626-4700.

INDEXING INSTRUCTION TO THE CHANCERY CLERK: as to the land described by reference to officially platted subdivisions, index on the subdivisions described on Exhibits A, B and C; as to the remaining land described, the quarter sections in which said land described is located cannot feasibly be determined, and the following is a statement of all of the quarter sections in which the described land could possibly be located:

IN TOWNSHIP 4 NORTH, RANGE 15 WEST, LAMAR COUNTY, MISSISSIPPI:

- Section 1: Southeast Quarter; Northwest Quarter; Southwest Quarter;
- Section 2: Northeast Quarter; Southeast Quarter; Southwest Quarter;
- Section 11: Northeast Quarter; Southeast Quarter;
- Section 12: Northeast Quarter; Southeast Quarter; Northwest Quarter; Southwest Quarter;
- Section 13: Northeast Quarter; Northwest Quarter;
- Section 14: Northeast Quarter.

294

697

All of the real property which is platted according to the following described plats of Canebrake on file and of record in the office of the Chancery Clerk of Lamar County, Mississippi:

<u>Brake</u>	<u>Plat Book</u>	<u>Page</u>	<u>Slide</u>
B	2	22	A - 91
C	2	23	A - 92
D	2	22	A - 90
E	2	23	A - 92
G	2	24	A - 93
H	2	22	A - 91
I	2	24	A - 93
P	2	25	A - 94
Q	2	28	A - 97
R	2	27	A - 95
S	2	28	A - 95
T	2	29	A - 96
R-R	2	32	A - 99
S-S	2	32	A - 99
L	2	39	A - 104
F	2	45	A - 110
N	2	47	A - 112
T-T	2	55	A - 120
W	2	56	A - 121
B-B	2	57	A - 122
N, First Revision	2	64	A - 129
J	2	80	A - 145
W, Second Addition	2	85	A - 150
R, Second Addition	2	87	A - 152
M	2	93	A - 158
T-T, Second Addition	2	94	A - 159
"TT-1", First Revision	2	95	A - 160
R, Third Addition	2	119	A - 183
T-T Addition	2	152	A - 217
T-T, Third Addition	3	168	232
T-T, Fourth Addition	3	171	235
W, First Addition	3	186	250

together with such additional lands as may be hereafter annexed to Canebrake and made subject to the Declaration (as defined in the Shared Agreement), as amended, in accordance with the Declaration, as amended.

LESS AND EXCEPT any portions of Canebrake, Brakes S and T described above which have been vacated by order of the Chancery Court of Lamar County, Mississippi, except to the extent said vacated portions have been included in plats of other Brakes of Canebrake filed subsequent to the plats of Canebrake, Brakes S and T.

698

295

AND ALSO:

Canebrake Lake, as described on Exhibit A to that certain Correction Deed and Instrument on file and of record in the office of the Chancery Clerk of Lamar County, Mississippi, at Book 10 - A, at Page 474.

AND ALSO:

A part of the North one-half of Section 13, lying North of U.S. Highway No. 98, in T-4-N, R-15-W, Lamar County, Mississippi, and being more particularly described as commencing at the SE corner of Brake Q, of Canebrake, as per map or plat on file at the Chancery Clerk's Office at the Lamar County Court House, thence run North 05 degrees 45 minutes 36 seconds West along an Eastern Boundary of said Subdivision for 196.92 feet to and for the Point of Beginning, said point being on an Eastern Boundary of said Canebrake, thence run South 84 degrees 32 minutes 02 seconds West along said boundary of said Canebrake for 141.94 feet, thence continue along said boundary of said Canebrake North 05 degrees 27 minutes 48 seconds West for 80.87 feet, thence continue along said boundary North 61 degrees 38 minutes 33 seconds East for 200.62 feet, thence run South 09 degrees 38 minutes 11 seconds West for 164.6 feet to the Point of Beginning, containing 0.4 acres, more or less.

AND ALSO:

A parcel of land lying in Section 13, T-4-N, R-15-W, Lamar County, Mississippi, and being more particularly described as commencing at a found metal pipe, found at the Northwest corner of Lot 1, Brake B, Canebrake Subdivision, Lamar County, Mississippi; thence run West for a distance of 130.56 feet; thence run South for a distance of 39.68 feet to the point of beginning of parcel herein described: thence run South 66 degrees 33 minutes 33 seconds West for a distance of 229.40 feet; thence run South 09 degrees 38 minutes 11 seconds West for a distance of 164.60 feet; thence run South 05 degrees 45 minutes 36 seconds East along the East line of Brake Q, for a distance of 204.79 feet to the Northern right-of-way of U.S. Highway 98 West; thence run North 84 degrees 06 minutes 27 seconds East along U.S. Highway 98 West right-of-way for a distance of 300.60 feet; thence run South 05 degrees 53 minutes 33 seconds East along U.S. Highway 98 West right-of-way for a distance of 25.00 feet; thence run North 84 degrees 06 minutes 27 seconds East along U.S. Highway 98 West for a distance of 79.85 feet; thence run North 10 degrees 34 minutes 41 seconds West for a distance of 208.51 feet; thence run North 27 degrees 43 minutes 20 seconds West for a distance of 269.30 feet back to the point of beginning, containing 3.07 acres more or less.

296

699

All of the real property located in Lamar County, Mississippi which is platted according to the following described plats of Canebrake Golf Community on file and of record in the office of the Chancery Clerk of Lamar County, Mississippi, to-wit:

<u>Brake</u>	<u>Plat Book</u>	<u>Page</u>	<u>Slide</u>
GA	2	134	A-198
GB	2	156	A-221
GC	2	145	A-210
GD	2	141	A-206
GE	2	131	A-195
GF	2	135	A-199
GG	2	136	A-200
GH	3	164	228-1
GI	2	159	A-224
GJ	3	166	230
GK	2	151	A-216
GL	3	160	225
GM	3	165	229
GO	3	181	245
GP	3	173	237
GQ	3	182	246

AND ALSO:

The real property in Lamar County, Mississippi described in Exhibit A to the Supplemental Declaration recorded in the office of the Chancery Clerk of Lamar County, Mississippi at Land Deed Book 14-F, at Page 359-361.

700

297

A parcel of land being located in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11, Township 4 North, Range 15 West, Lamar County, Mississippi, and being more particularly described as follows:

Commence at a pine knot found at the NE corner of the SW $\frac{1}{4}$ of said Section 11, and run along the east line of the SW $\frac{1}{4}$ of said Section 11 S00°26'37"W for 178.34 feet to the Point of Beginning. Thence continue along the east line of the SW $\frac{1}{4}$ of said Section 11 S00°26'37"W for 768.61 feet to the east right-of-way of Highway 589; thence run along said east right-of-way N34°32'40"W for 302.22 feet; thence run N02°28'56"E for 519.39 feet; thence run N87°52'11"E for 15.05 feet; thence run N89°55'13"E for 139.79 feet back to the Point of Beginning. Said parcel contains 2.45 acres, more or less.

298

701

SHARED COMMON AREAS

COA Shared Common Areas (all in Lamar County, Mississippi)

1. Canebrake Lake -- including lake, banks, beaches, slopes, ramps, launches, dam and other water control installations
2. Canebrake Clubhouse -- including Clubhouse, bathhouse, gazebo, decks, landscaped areas, parking areas, drives, piers, docks, ramps and launches
3. Canebrake Swimming Pool/Tennis facility -- including pool, tennis courts, bathhouse, landscaped areas, parking areas and drives
4. Main Entry -- including landscaped areas, entry monument/sign and gatehouse
5. Existing walking/bike paths and trails
6. Canebrake Lake pavillion, piers, and docks
7. Lots 1 and 2, Canebrake, Brake B, Lamar County, Mississippi and that certain real property described as follows: A parcel of land lying in Section 13, T-4-N, R-15-W, Lamar County, Mississippi, and being more particularly described as commencing at a found metal pipe, found at the Northwest corner of Lot 1, Brake B, Canebrake Subdivision, Lamar County, Mississippi; thence run West for a distance of 130.56 feet; thence run South for a distance of 39.68 feet to the point of beginning of parcel herein described: thence run South 66 degrees 33 minutes 33 seconds West for a distance of 229.40 feet; thence run South 09 degrees 38 minutes 11 seconds West for a distance of 164.60 feet; thence run South 05 degrees 45 minutes 36 seconds East along the East line of Brake Q, for a distance of 204.79 feet to the Northern right-of-way of U.S. Highway 98 West; thence run North 84 degrees 06 minutes 27 seconds East along U.S. Highway 98 West right-of-way for a distance of 300.60 feet; thence run South 05 degrees 53 minutes 33 seconds East along U.S. Highway 98 West right-of-way for a distance of 25.00 feet; thence run North 84 degrees 06 minutes 27 seconds East along U.S. Highway 98 West for a distance of 79.85 feet; thence run North 10 degrees 34 minutes 41 seconds West for a distance of 208.51 feet; thence run North 27 degrees 43 minutes 20 seconds West for a distance of 269.30 feet back to the point of beginning, containing 3.07 acres more or less.
8. All street lights
9. All common areas, green spaces, common facilities and real property now owned by The Canebrake Owners Association, Inc. which is located in Lamar County, Mississippi whether or not included or properly described above

Less and Except from Areas 1 through 9 described above the limited common areas contained within Canebrake, Brakes R-R, S-S and "TT-1", First Revision.

CGC Shared Common Areas (all to be in Lamar County, Mississippi and all, except street lights, to be now or hereafter designated as "Common Areas" on existing or future recorded plats of Canebrake Golf Community or in the New Declaration or supplemental declarations thereto)

1. Main Entries (not more than 2 except as otherwise provided in the Amended Shared Use Agreement) - including landscaped areas, entry monuments/signs and any gates and gatehouse subject to Section 4 of the Amended Shared Use Agreement
2. Neighborhood Entries (not more than 10 except as otherwise provided in the Amended Shared Use Agreement) - including landscaped areas and entry monuments/signs
3. Street lights only after 100 lots sold & assessed
4. Canebrake Golf Community swimming pool facility, including pool, bathhouse, landscaped areas, parking areas and drives, all of which is located on the real property in Lamar County, Mississippi described in Exhibit A to the Supplemental Declaration recorded in the office of the Chancery Clerk of Lamar County, Mississippi at Land Deed Book 14-F, at Page 359-361.

CERTIFICATE OF FILING AND RECORDING
 STATE OF MISSISSIPPI • LAMAR COUNTY
 WAYNE SMITH • CHANCERY CLERK
 INDEXED 10 BOOK 146 PAGE 678
 RECORDED 10 ABSTRACTED 10
Rose Tramm D.C.

CERTIFICATE OF FILING AND RECORDING
 STATE OF MISSISSIPPI • LAMAR COUNTY
 WAYNE SMITH • CHANCERY CLERK
 INDEXED 10 BOOK 1 PAGE 375
 RECORDED 10 ABSTRACTED 10
Rose Tramm D.C.