

Reservoir East, Part 13, Protective Covenants
Also known as and herein referred to in all cases as
BLACKSTONE PROTECTIVE COVENANTS

THE UNDERSIGNED, RESERVOIR EAST, LLC, being the owner of certain land and property situated in Rankin County, Mississippi.

Lots Five Hundred Sixty Nine (569) through Six Hundred Forty Three (643), inclusive, a subdivision according to a map or plat of record in the Office of the Chancery Clerk in Brandon, Rankin County, Mississippi in Plat Cabinet D at slot 90.

SECTION ONE (1)

1. All of the lots in Blackstone, shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any of the above described lots in said subdivision other than single family dwellings, not exceeding two (2) stories in height above the first floor building foundation, together with a garage and a permitted small, one-story, detached accessory building. All buildings erected on any of the above described lots shall be of new construction. No log homes on any kind will be allowed.

2. Any builder or owner of a residential area or lot, that is being built upon shall, during the time of construction be required to weekly clean the majority of debris off the lot that is being built on in order to keep a scenic or natural look of the general area. Further, no trash, debris, trees or under brush cleaned off one lot may be moved onto another lot nor allowed to remain on lot being cleared for a length of time exceeding thirty (30) days. Any person not removing the trash from the lot within thirty (30) days will be required to repay Reservoir East, LLC the cost of removing the trash from said lot.

3. Grass, weeds and vegetation on each lot bought shall be kept mowed at regular intervals (not to exceed three weeks) by the lot owner, so as to maintain the same in a neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such lots. The above restrictions apply to all lots purchased before and after a home is built in Blackstone. Reservoir East, LLC may at its option and in its discretion, have a dead tree or trees removed from the property and mow and remove debris, and the owner of such lot shall be obligated to reimburse Reservoir, LLC for the cost of such work. Should he refuse or neglect to comply with the terms of this paragraph, said cost shall be a lien against said property.

4. No building or structure upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished. Owner or occupant of property shall correct any such condition of disrepair. Failure to-do so within sixty (60) days of notification to remedy the condition by Reservoir East, LLC or its successor, may remedy the condition. The cost of same shall constitute a lien upon such property.

5. No residence shall be located on any of the above described lots in Blackstone, closer than fifteen (15) feet to the front property line of said lot, except residence on cul-de-sac shall be set back fifteen (15) feet from street right of way cul-de-sac arc. Every residence shall face the street on which the lot faces. No building shall be erected or located closer than five (5) feet to

an interior lot line. No building shall be erected or located closer than five (5) feet to the back property line. All buildings must be served with underground utilities. No lot will be completely cleared of trees. Each lot owner should strive to leave as many trees in their natural state as possible.

6. No one story dwelling house or residence shall be erected or maintained upon any of said lots in BLACKSTONE containing less than 1100 square feet of ground floor heated living area. For the purpose determining the heated and cooled area, porches, garages and shortage areas shall not be included.

7. No two story dwelling house or residence shall be erected on any lot.

8. All dwellings constructed on any of the aforesaid described property with pier and curtain foundation shall have a curtain wall of brick extending around the entire house.

9. Only one residence shall be erected and maintained at any time upon of the above described lots. However, nothing in any of these restrictions shall be construed as prohibiting the owner of two or more contiguous lots from erecting one residence only thereon and locating the same as if said contiguous lots were but one single lot.

10. Each residence shall be provided with off-street parking in the form of a concrete drive extending from the street pavement on which the residence faces to the garage. All garages must have a minimum of two (2) car (full size) attached garage and the garage shall be closed at all times except for actual entry and exit of the car or cars. **No Garage** shall be converted to use other than as originally constructed unless a replacement garage is constructed. All houses must have concrete walks extending to the driveway or to the street and sidewalks. Prior to completion of residence, each lot owner will construct a four (4) foot wide concrete sidewalk two (2) feet from the back of curb along all street frontages. Each such sidewalk shall be scored at four (4) foot intervals, with an expansion joint every eight (8) feet, and shall be constructed of broom finish concrete four (4) inches in thickness with a slope of one fourth (1/4) inch per foot. The initial construction and subsequent existence of the sidewalk shall constitute the granting of permission for use of the sidewalk to any and all persons who use it in a safe and reasonable manner.

11. No fence shall be placed on any lot closer to the front property line than ten (10) feet behind the front corners of the house of said lot. It must be wood. It must be six foot good neighbor wood fence with six (6) by six (6) inch post with french gothic cap with standard fascia with a 1 X 4 cross. The back and side fence must be a minimum six (6) foot wood privacy fence. Should a hedge, shrub, tree, flower, or other planting be so placed, or afterward grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of owners of adjoining property. Further, each residence will be expected to have a designated and visual screened area for the keeping of garbage cans or other trash containers,, the same to be subject to approval by the Developer or its representative (s). In all cases trash cans, cans or trash of any kind must be kept in the back yard and out of view of all adjoining lots and the street.

12. All improvements located upon the above described lots (including fences) shall be painted upon erection, unless they are constructed of material such as brick, wood, etc which do not require painting.

13. No outside cloths lines shall be erected or maintained on any lots, nor shall laundry

be hung where exposed to view by the public nor side or rear neighbors.

14. The keeping, maintaining or storing of a mobile home, either with or without wheels, on any parcel of property covered by these Declarations is prohibited. A motorboat, houseboat, ski motorized craft or other similar waterborne vehicle, travel trailer, motor home,, or other major piece of major piece of recreational equipment may be maintained, stored or kept on any parcel of property covered by the Declarations, only if parked completely within a garage or within a structure which has been approved by the Developer or its representative (s). Under no circumstances shall such items be maintained, stored or kept on any streets or rights of way within this development, nor shall any commercial vehicles of any nature be parked, maintained, stored or kept on any street or rights of way overnight. No trailer of any kind, whether loaded or unloaded may be parked in the street or in the driveways except for unloading or loading and then only for a short period of time, not to exceed a day or two.

15. No obnoxious or offensive trade or activity shall be carried on the above described lots nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood.

16. Notwithstanding anything herein contained, any of said lots, or parts thereof may be used in the laying out and construction of a street or streets, and embraced in the right of way thereof, and used as such.

17. No fire arms, archery, archery equipment or other devices of a similar nature may be classified as weapons shall be operated on any lots in the subdivision.

18. The undersigned reserves the right and authority to promulgate and enforce safety and welfare rules and regulations in that area in Rankin County known as Blackstone.

19. No basketball goal, soccer goal, volleyball, net, trampoline or similar sports equipment shall be placed on any other than in the back yard thereof. Basketball goals, soccer goals, volleyball nets(s), trampoline(s) or similar sports equipment are strictly prohibited from being placed in the front or side yard of any lot or on any driveway or street in the Development. No political, advertising or other signs of any type, except those advertizing the property "For Sale", shall be placed on any lot. No lots will have "For Rent" signs placed on any lot.

20. The undersigned and/or its heirs, successors or assigns assume no responsibility or liability for accidents, illness, drowning or damages if any kind or character occurring on property belonging to the undersigned and/or its heirs, successors or assigns in Rankin County known as Blackstone.

21. Notwithstanding anything herein to the contrary, any lot or portion thereof may be temporarily used by Developer for the purpose of laying out and constructing streets in the Development without being liable to any lot owner for damages in connection therewith.

22. Each lot owner hereby covenants and agrees to fully and completely comply with any and all plans submitted by and environmental permits issued by Developer in connection with the construction and development of Blackstone, including with limitation the Storm Water Pollution Prevention Plan (SWPPP) for the Mississippi Department of Environmental Quality (MDEQ) as required in the State of Mississippi's Construction Storm Water General NPDES Permit. Each lot owner hereby warrants, represents, covenants and agrees that he, his contractors and subcontractors shall take all necessary measures to prevent or mitigate sediment from leaving the individual lot which he owns, including the installation of silt fencing, and will

maintain the lot which he owns in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued through the establishment of permanent vegetative cover. Each lot owner further acknowledges and agrees that Developer is not responsible for damages which may be suffered by such lot owner, his contractors and subcontractors and each lot owner hereby agrees to hold Developer harmless for any such damages sustained in connection therewith. In the event a lot owner fails to comply with this paragraph in any manner, the Developer or Homeowners Association', without notice, shall be entitled to immediately correct or repaid any non-conformance or non-compliance, and the lot owner shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the lot owner shall immediately, upon demand, pay the developer or Homeowners' Association' and all costs and/or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Developer or Homeowners Association', in correcting or repairing any non-compliance or non-conformance. Any and all charges and administrative fees incurred by the Developer or Homeowners Association' pursuant to this Paragraph shall constitute a lien against such owner's lot until charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Developer or Homeowners' Association'.

23. If the owner of any lot subject to these covenants, or its successors in title, or any of them, their assigns or devisees, shall violate or attempt to violate any of the covenants herein, its successors or assigns or any other person, persons or entity violating or attempting to violate any such covenant, in such event the owner of the lot or lots causing or permitting this violation of these covenants shall pay all attorney fees, court cost and other necessary expenses incurred by the person instituting such legal proceeding to maintain and enforce the aforesaid covenants, said attorneys fees to be fixed by the Court, and it is further agreed that the amount of said attorneys fees, Court cost and other expenses allowed and assessed by the Court for the aforesaid violation or violations shall become a lien upon such land, as to the date legal proceeding were originally instituted, and said lien shall be subject to foreclosure in such action, so brought to enforce such covenants in the same manner as other liens upon real estate.

24. Reservoir East, LLC retains for itself, its successors or assigns, the right of absolute architectural control including site plan approval. The intent of this clause is to permit Reservoir East, LLC, its successors and/or assigns to control the compatibility of architectural design of improvements in the said subdivision by vesting in it the authority to approve or reject all plans and building specifications prior to the start of construction. In the exercise of this authority, no more than three (3) basic wall materials will be approved for use on the front of any residence to be constructed on any lot, except in unusual cases and then solely at the discretion of Reservoir East, LLC, its successors or assigns. Also, not more than four (4) colors may be used on the front of any residence constructed on any of said lots and, at its option, Reservoir East, LLC, its successors or assigns, reserve the right of review and approve exterior color schemes. In order to carry out the intent of this clause, no improvements of any character shall be erect or the erection begun, nor shall any changes be made in the exterior design thereof after the original construction on any lot, until the site plan, house plans and building specifications have been submitted to Reservoir East, LLC, its successors or assigns, for review and approval or disapproval. **NO CONSTRUCTION SHALL BE STARTED UNTIL PLANS AND SPECIFICATION HAVE**

BEEN MADE TO CONFORM TO THE REQUIREMENTS OF RESERVOIR EAST, LLC. In the event Reservoir East, LLC, its successors or assigns, fail to approve or disapprove the plans and building specifications within thirty (30) days after such plans and specifications have been submitted for review, or in any event if no suit to enjoin the erection of improvements, or the making of such alterations have been commenced prior to the completion thereof, such approval shall not be required and all this covenant shall be deemed to have been fully completed with this architectural control authority of Reservoir East, LLC, its successors or assigns.

24. Invalidation of any of these covenants by judgment or court decree shall in no way effect any of the other provisions which shall remain in full force and effect.

25. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of any property within the development. Rankin County has and enforces leash laws. No resident shall allow pets of any kind to roam freely. All household pets shall while outside be kept either on proper leashes or within fences or electronic invisible fencing. No residential lot or single building unit shall be used to keep or maintain more than two dogs or two cats of any age older than six months of age. Hounds, beagles and various other dogs generally recognized as hunting and/or trailing dogs are expressly limited to a maximum of one per residential lot and then only if such dog does not become a nuisance to other lot owners.

26. No dog pens shall be erected except those that might be totally concealed from the roads in said subdivision and from lots adjoining said lot or lots.

27. No farm machinery, equipment, trailers, recreational vehicles (RV's), tractors, boats, vehicles unable to move under their own power or trucks larger than three-quarter (3/4) ton pickup trucks shall be permitted to be parked or left standing overnight on any lot or street in said subdivision. This restriction, however, shall not apply to the use of vehicles for the delivery of goods to, services or maintenance for the benefit of houses in the subdivision, or in the construction of any residence on the lots. Further NO (cars, trucks etc....) Shall be left parked in the front yard or on the street in front of the house.

28. **NO** junk of any kind or character or any accessories, parts or objects used with cars, boats, buses, trucks, house trailers or the like shall be kept on any parcel of the lot other than in an enclosed building.

29. Inoperative vehicles or appliances may not be abandoned in or on any lot in Blackstone. Inoperative vehicles are defined as any vehicle which meets one or more of the following: (1) Not tagged. (2) Does not have an engine in proper working order. (3) Does not have all four tires on and aired up. (4) Body needs repair customarily done by a body shop and (5) It obviously is not an asset to the surroundings.

30. No mechanical equipment such as a filter system or vacuum system for swimming pools, etc., shall be located so as to be visible from the street. No air conditioning compressor may be located on the front of any structure facing the street.

31. No antenna for transmission or reception of television or radio signals will be allowed. However, concave dishes or receivers for reception of satellite signals, commonly referred to as satellite dishes not to exceed 30 inches (30") in diameter may be installed to the rear of the main residence but may not be installed in the front of the residence or beside the residence. No radio or television signals nor any other electromagnetic radiation shall be permitted to originate from any lot which may unreasonable interfere with the reception of

television or radio signals upon any other lot.

32. There shall be **no out building** of any kind constructed or placed on any lot that does not have the approval of Reservoir East, LLC, its successors or assigns. Reservoir East, LLC, its successors or its assigns cannot approve of any type structure that does not have all the characteristics of the owner dwelling with the one exception of not being required to have brick walls. The kind of roof, the pitch of the roof, the eaves, the windows, the entire structure must have the same characteristics as the house with the one exception mentioned above being allowed.

33. The design of the mailboxes and their support post will be furnished by Reservoir East, LLC. There is a copy of the drawing attached to these covenants described as Exhibit "A". Builders and Homeowners must use this design. You may obtain your mail box from any vendor you choose but it must be exactly like the drawing in Exhibit "A".

SECTION TWO (2) HOMEOWNERS ASSOCIATION

34. Any Homeowners' Association shall not have authority nor any control over any lot owned by a homebuilder or the Developer until record title of said lot has been transferred to a party other than said homebuilder or the Developer, unless the lot is utilized by the homebuilder or Developer as their personal residence or rental property. The Homeowners' Association will be organized and become effective at a time and date determined by the Developer in its sole discretion.

35. At any time following the filing of the final subdivision map or plat for the Development or any part thereof, title to an common area tracts as the Developer shall create shall be conveyed to and accepted by the Homeowners' Association at the discretion of the Developer. Such common area tracts, as well as all amenities or improvements thereon, shall be for the benefit of all lots in the Development and shall be maintained by the Homeowners' Association. Subsequent to the title transfer of such common areas and any amenities or improvements thereon, including but not limited to any entrances, guard houses, green spaces, parks, buffer areas, lakes, ponds or drainage or detention systems, the responsibility and/or liability thereof shall be borne by the Homeowners' Association. All costs, including but not limited to maintenance expenses, insurance and real property taxes related to the property and common areas described in Paragraph 35 shall be borne exclusively by the Homeowners' Association.

36. There is hereby created a lien in favor of the Homeowners' Association against each lot in the Development. By acceptance of a deed, the owner of each lot in the Development, other than Developer, hereby agrees to pay the Homeowners' Association the maintenance assessments or charges fixed or established by the Homeowners' Association from time to time. Such owner of a lot in the Development agrees that the assessment of fees, together with such interest thereon and costs of collection thereof, shall be a continuing lien upon each lot when said assessment is made, which lien shall be subject to foreclosure and enforcement in an action brought by the Developer or Homeowners' Association (as the case may be.) Said assessment, together with costs of collection and interest as the legal rate on any past due amounts, shall also

be a personal obligation of the lot owner.

37. Prior to the actual organization of the Association contemplated by the terms herein, Developer shall have the right, at its option, to perform the duties and/or assume the obligations, levy and collect the assessments and charges, and otherwise exercise the powers herein conferred on the Homeowners' Association in the same way and in the same manner as though all such powers and duties were herein given to Developer directly. Included in these rights is the right for the Developer to cause the Homeowners' Association to be organized and/or chartered. Developer shall have the right to modify, amend, repeal, and/or change any of the terms of these protective covenants relating to Homeowners' Association at any time prior to the actual organization of such Homeowners' Association.

38. The purpose of the Homeowners' Association is to compel compliance with these covenants and to manage and financially support all common areas and easements created by Developer, as shown on the final plat(s), and to perform any and all other such duties and obligation as the Homeowners' Association may assume not inconsistent with any state or federal laws or ordinances, or any covenants or restrictions contained herein.

39. Each lot owner, by purchasing any lot or home in the Development, shall automatically become a member of the Homeowners' Association and shall be bound by the terms and conditions herein, the articles and bylaws of the Homeowners' Association, and such rules and regulations as may be promulgated and adopted by the Homeowners' Association under such articles and bylaws.

40. Each owner of a lot in the Development shall be a member of the Homeowners' Association, and such membership shall be an inseparable appurtenant to and shall pass with title of each lot. Lots with multiple ownership shall be entitled to one membership in the Homeowners' Association.

41. Each member of the Homeowners' Association shall have one vote in the election of Directors. For all matters and purposes, the Homeowners' Association shall have two classes of voting membership, as follows:

Class A

Class A members shall be all lot owners with the exception of Developer, and Class A members shall be entitled to one (1) vote for each lot owned. The vote for such lot shall be exercised as they themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B

The Class B member shall be the Developer, and the Class B Member shall be entitled to ten (10) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership as such time that Developer has sold or otherwise conveyed all lots owned by Developer in the Development.

42. By an owner's acceptance of the deed or other instrument of conveyance of such owner's lot within the Development, each lot owner shall be deemed to covenant and agree to pay the Homeowners' Association annual assessments and special assessments for capital improvements as may be created and set by the Homeowners' Association. Upon organization of the Homeowners' Association, an annual assessment of Two Hundred and no/100 Dollars (\$200.00) per year, payable in two (2) equal semi-annual payments of One Hundred and no/100

Dollars (\$100.00) each, due and payable to the Homeowners' Association by the owner of each lot in the Development. The Developer is expressly exempted from any payment obligation for such annual and/or special assessments created herein.

43. On transfer, conveyance, or sale by any lot owner of all their interest in any lot in the Development, such owner's membership interest in the Homeowners' Association with respect to such lot shall cease thereon and terminate, and shall pass with title to such lot.

44. Except as the Developer and as otherwise provided herein, the Homeowners' Association shall be the sole judge of the qualifications of its membership and of the right to participate in and vote as its meetings.

45. The official address of the Homeowners's Association is 104 Louis Wilson Drive, Brandon, Mississippi, 39042, and shall remain so until changed by the Homeowners' Association at which time the Homeowners' Association shall notify each member thereof of the change of address.

46. Each lot owner or lot purchaser, upon the purchase of such lot, shall immediately notify the Homeowners' Association of such owner's name and address, and pay an initial membership fee of One Hundred and no/100 Dollars. (\$100.00).

47. By written consent of at least seventy five percent (75%) of the lot owners within the Development, the Association may be given such additional powers as may be described by the Homeowners' Association.

48. The Homeowners' Association shall, at all times, observe all of the laws, regulations, ordinances and the like of The County of Rankin, State of Mississippi and of the United States of America, and, if at any time, any of the provisions herein shall be found to be in conflict therewith, such provision shall become null and void, and the remaining provisions herein shall remain in full force and effect.

49. Subject to the limitations set forth herein, the Homeowners' Association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it to adequately and properly carry out the provisions stated herein.

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

51. Any lot owner, the Developer or the Homeowners' Association may maintain any legal proceedings to compel or enforce any of the terms and conditions set forth herein.

52. The Board of Directors of the Homeowners' Association shall be fixed at three(3) members. Pursuant to the voting provisions herein and in any by-laws of the Homeowners' Association the Board of Directors shall be elected by a majority vote of all the lot owners in the Development.

53. Notwithstanding the foregoing, the initial members of the Board of Directors of the Homeowners' Association shall include, but not be limited to the Developer. The Developer shall remain on the Board of Directors of the Homeowners' Association until the earlier of (1) the Developer's resignation, or (2) the Developer no longer owning any lot in the Development.

54. Notwithstanding the foregoing, so long as the Developer owns any lot in the

Development, Developer shall have the right, but not the obligation, to remove and replace any or all members of the Board of Directors at any time the Developer should determining, in its sole and exclusive discretion, that the Homeowners' Association has failed to either diligently prosecute any of its duties and obligations or enforce the protective covenants set forth hereunder.

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

56. Any waiver of any breach or failure of Developer to enforce any covenant or restriction contained herein shall not effect the validity or enforce ability of such covenant or restrictions.

SECTION THREE (3)

57. Definitions: Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of "Blackstone". "Association" shall mean and refer to the BLACKSTONE Homeowners Property Association, LLC., a non-profit limited liability company, organized under the laws of the State of Mississippi, its successors and assigns. This association is not organized for profit and no part of the net earnings or losses shall inure to the benefit or burden of any member or any individual. The sole purpose of the association is to promote the common good of all owners and occupants of BLACKSTONE and as the same be lawfully expanded and to contribute to the long range good of Rankin County, Mississippi and the surrounding area.

58. These protective covenants may be amended at any time by a written agreement duly executed by party or parties owning sixty-five percent (65%) or more of the recorded lots subject to the restrictions hereto set at the time said amendment or modification is sought. The covenants are to run with the land and shall be binding on all parties, persons and entities claiming under them for an initial period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument signed by the owner or owners of sixty-five (65%) of the above described lots has been recorded in the public records revoking said covenants

WITNESS MY SIGNATURE on this the 19th day of September, 2005.

Reservoir East, LLC

BY


MARCUS MARTIN, MEMBER

STATE OF MISSISSIPPI

COUNTY OF RANKIN

BEFORE ME, the undersigned Notary Public in and for the said County and State, this day personally appeared Marcus Martin, known to be the member of Reservoir East, LLC, who acknowledged that he signed and delivered the forgoing instrument on the day and year therein mentioned, for and on behalf of and as the act and deed of said Limited Liability Company, and as his duly authorized act and deed as such member thereof.

GIVEN UNDER MY HAND and official seal of office on this the 19th day of September, 2005

Melissa H. Ward
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PREPARED BY:

MARCUS MARTIN, MB # 1899
MARTIN & MARTIN
ATTORNEYS AT LAW
POST OFFICE BOX 89
BRANDON, MS 39043-0089
TELEPHONE (601) 825-5055
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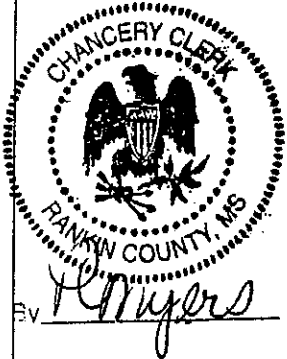
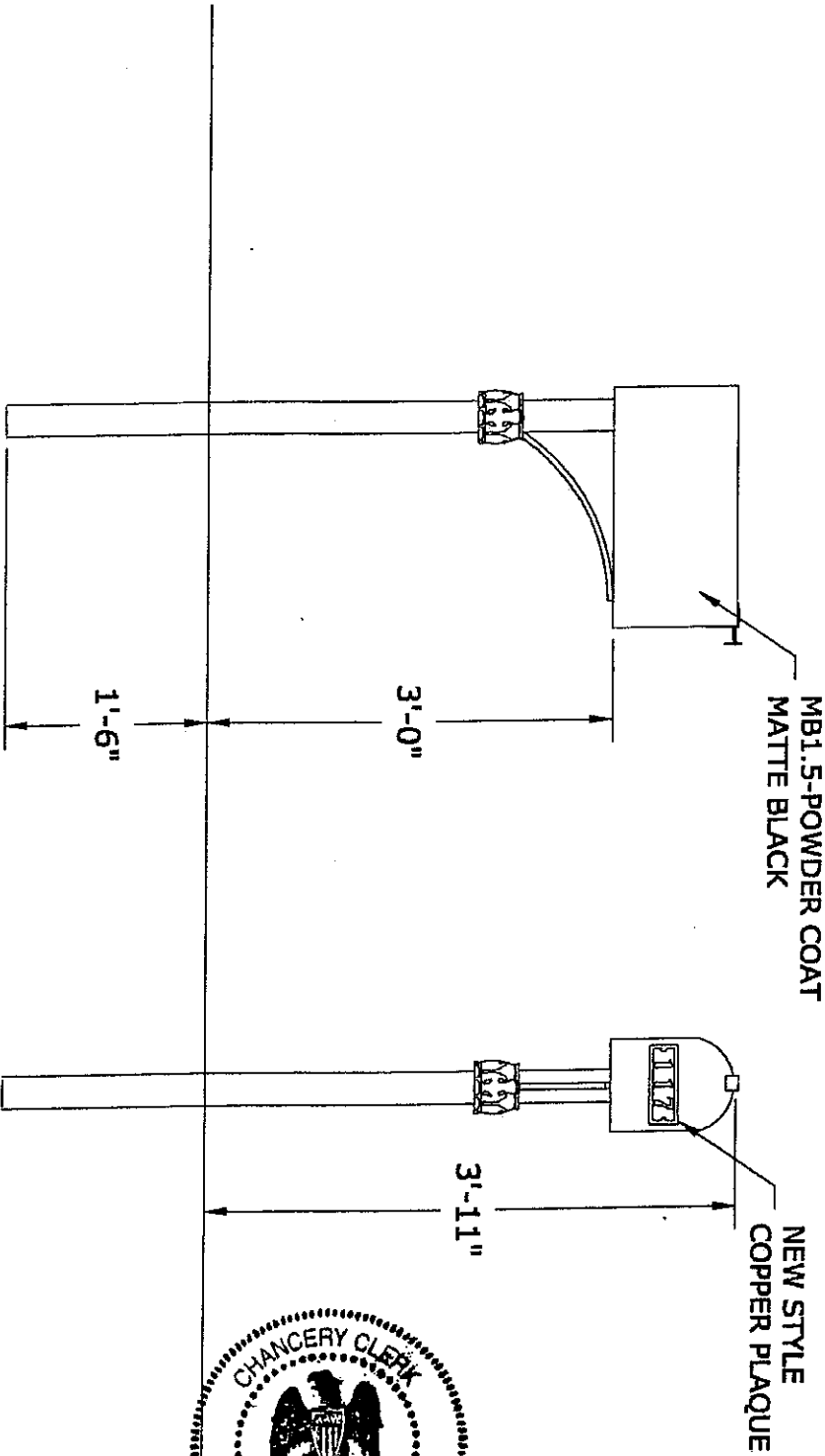
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BLACKSTONE

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 Murtha Adams - Chancery Clerk
 Rankin County, MS

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 NEW STYLE COPPER ADDRESS PLAQUE
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 OPTIONAL INSTALLATION \$ 40.00



*Martin + Martin
 Exhibit "A"*

LOCATED OFF HOLLY BUSH ROAD
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