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Rankin County, MS
Larry Swales, Chancery Clerk

PREPARED BY AND RETURN TO:

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Jackson, MS 39236
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Indexing Instructions:

Lots 1 through 51, inclusive, Magnolia Place Subdivision, Rankin County, Mississippi

DECLARANT/DEVELOPER:

Landmark Development Company
P.O. Box 12004
Jackson, MS 39236
Telephone: 601.932.2121

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS LOTS 1 THROUGH 51, INCLUSIVE,
MAGNOLIA PLACE SUBDIVISION, RANKIN COUNTY, MISSISSIPPI**

KNOW ALL MEN BY THESE PRESENTS: that Landmark Development Company, a Mississippi corporation, is the owner of real property located in Rankin County, Mississippi, more particularly described as follows:

Lots 1 through 51, inclusive, MAGNOLIA PLACE as shown by a map or plat thereof, which has been filed with the Chancery Clerk of Rankin County, Mississippi, and is recorded in Cabinet E, Slot 60, of the plat records of said county reference to which

map or plat of this description, the same being a part of Section 13, Township 6 North, Range 2 East, Rankin County, Mississippi,

and does hereby publish and declare that the real property shown on the plat shall be held, conveyed, sold, leased, used, occupied and improved subject to the covenants, conditions and restrictions incorporated herein.

It is the intent of Developer to develop this property as a residential subdivision to be known as Magnolia Place. To provide for preservation of values and amenities in this Development and for the maintenance of certain Common Areas and Common Facilities to be developed within it, the Developer desires to subject the real property as herein described to the covenants, conditions and restrictions contained in this Declaration, each and all of which are for the benefit of the Developer and any person or other entity purchasing or otherwise acquiring an ownership interest therein, and their respective heirs, legal representatives, successors, or assigns. Developer shall create and organize Magnolia Place Property Owner's Association, Inc., and shall delegate and assign certain powers and duties created by and in this Declaration to the Association (1) for the administration and maintenance of the Common Areas, including the Streets and the improvements or Common Facilities located on or within the Common Areas, (2) for administration and enforcement of the provisions of the Declaration, and (3) for the determination, collection and disbursement of charges and assessments hereinafter specified. Where used herein, "Articles" or "Articles of Incorporation" and "Bylaws" shall mean the Articles of Incorporation and the Bylaws of the Association.

The covenants, conditions and restrictions contained in this Declaration shall be deemed to run with and bind the land. The Lots in this Subdivision are identified as Lot numbered 1 through 51, inclusive; and all dimensions are shown in feet and inches on the final, recorded plat. The Common Areas, which are reserved for the common use and enjoyment of the Owners, and which are indicated on the plat, are dedicated to the Association. The covenants, conditions and restrictions contained in this Declaration shall inure to the benefit of and be enforceable by Developer, its successors and assigns, and any person acquiring or owning an interest in the Subdivision.

ARTICLE I

DEFINITIONS

APPLICATIONS. For all purposes of this Declaration, the following words and terms shall have the meanings assigned in this Article I unless otherwise specified or the context requires a different construction.

SECTION 1. "Architectural Control Board" shall mean and refer to a Board selected by the Developer, or Association, as the case may be, which shall approve or disapprove plans and specifications of construction of Living Units or exterior changes thereto as well as other improvements.

SECTION 2. "Assessment" shall mean and refer to a levy imposed on all Lot Owners for the purpose of funding common expenses of the Association.

SECTION 3. "Association" shall mean and refer to the Magnolia Place Property Owner's Association, Inc., a Mississippi not for profit corporation, and its successors or assigns. Each owner of a Lot within the Subdivision shall be a member of the Association.

SECTION 4. "Common Areas" shall mean and refer to all real property, including Streets, park areas, green space, retention / detention ponds and entrances, now or hereafter acquired by or otherwise available to the Association for the use and benefit of its members. The Subdivision plat for Magnolia Place created a Common Area "A" and a Common Area "B" as shown thereon. "Common Facilities" shall mean and refer to the facilities and/or improvements and property located on or within the Common Area. A reference herein to "Common Area" shall include Common Facilities as appropriate. All retaining walls, gates, fences, drainage pipes and drainage facilities, retention and detention ponds and similar such facilities shall be considered Common Facilities and shall be the responsibility of the Association.

SECTION 5. "Common Expense" shall mean those common expenses incurred by the Association for the management and operation of the Common Areas and Common Facilities.

SECTION 6. "Declaration" shall mean and refer to the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as same may from time to time be amended.

SECTION 7. "Developer or Declarant" shall mean and refer to Landmark Development Company or any legal entity which succeeds it.

SECTION 8. "Development" shall mean and refer to that certain real property herein above described, and as shown on the officially recorded plat of Magnolia Place, along with any lands or improvements subsequently added thereto.

SECTION 9. "Governing Documents" shall mean and refer to the Declaration, all Supplements, the Articles of Incorporation and By-laws of the Magnolia Place Property Owner's Association, Inc., as the same may be amended from time to time, and, in so far as consistent with the foregoing, the rules and regulations of the Association as entered in its minutes.

SECTION 10. "Living Unit" shall mean and refer to any portion of a structure situated within the Subdivision designed and intended for use and occupancy as a single family residence.

SECTION 11. "Lot" shall mean either any plot of land shown upon any recorded Subdivision map or plat, with the exception of Common Areas as heretofore defined, or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinafter set out or such further restrictions as may be imposed by any governing zoning ordinance.

SECTION 12. "Lot Open Areas" shall mean all areas conveyed to a Lot Owner, except that portion covered by buildings(s), garage, patio, balcony, terraces or enclosed fenced-in areas appurtenant to individual living units.

SECTION 13. "Member" shall mean and refer to any person, corporation, partnership, joint venture or other legal entity which is a member of the Association.

SECTION 14. "Notice" shall mean and refer to a written notice mailed to the last known address of the intended recipient or notice through a community publication which is delivered to the Living Units.

SECTION 15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Development, but, notwithstanding any applicable theory or mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. Each Owner shall be a Member of the Association.

SECTION 16. "Participating Builder" shall mean and refer to a business enterprise which acquires a portion of the Development for the purpose of improving such portion for resale to an Owner or Owners.

SECTION 17. "Residential Areas" shall mean individual residences and appurtenant garages, patios, fenced-in areas, balconies and terraces.

SECTION 18. "Streets" shall mean and refer to all streets located within the Property.

SECTION 19. "Subdivision" shall mean and refer to all real property described herein and as may from time to time be added hereto under the provisions of Article II hereof.

SECTION 20. "Supplement" means any amendment, modification, change or restatement of or to this Declaration, including but not limited to, the filing of any instrument annexing Expansion Property or other real property.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. EXISTING PROPERTY. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, is the Subdivision: Magnolia Place Lots 1 through 51, inclusive, and for the purpose of this Article II shall hereinafter be referred to as "Existing Property."

SECTION 2. EXPANSION PROPERTY. Developer may desire and intend at a future time or times to expand the Magnolia Place Development in increments or parts, the exact size and configuration of which shall be at the sole discretion of Developer, and without requirement whatsoever for permission or approval from the Architectural Review Board or the Association. In connection with said expansion, Developer may annex the Expansion Property. The Expansion Property consists of any real property owned by Developer, either now or in the future, and located adjacent to or in proximity to the Subdivision. In connection with such planned expansion or expansions, Developer expressly desires to provide for the future imposition upon the Expansion Property of mutually beneficial covenants, conditions and restrictions for the benefit of all Owners in Magnolia Place Subdivision, as expanded, and to provide for reciprocal restrictions and easements among and for the benefit of all Owners to the extent that the Development is expanded to encompass all or part of the Expansion Property in the future.

The Developer shall not have the obligation, but only the option, right and privilege, to develop or annex any portion of the Expansion Property. The Developer expressly does not represent, warrant or guarantee to any person that any portion of the Expansion Property will be

developed or will be annexed to the Subdivision. By acceptance of a deed conveying any interest in a Lot, each Owner agrees and represents and warrants to the Developer or other grantor that, in purchasing or otherwise acquiring such interest in the Lot, the Owner has not relied on any proposed, current or future development of any portion of the Expansion Property or annexation of any portion of the Expansion Property to the Subdivision.

In connection with the filing of a Supplement described in sub-paragraph 2(A) below, covering any portion of the Expansion Property, the Developer may impose such complementary additions and modifications of the protective covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as so are not inconsistent with the scheme of this Declaration.

Therefore, Developer hereby declares that each time and at such time as the Development is expanded to include any part of or all of the Expansion Property, subject to the conditions precedent set forth below, the Expansion Property shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the protective covenants, conditions and restrictions set forth in this Declaration and modifications or additions, if any, contained in the Supplement described below, all of which are hereby declared and agreed to be in furtherance of a mutual plan for the improvement and sale of all of Magnolia Place and are hereby established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of all the Development as expanded, as follows:

A. CONDITIONS PRECEDENT. The provisions of this Article shall become effective upon the recording in the Office of the Chancery Clerk of Rankin County,

Mississippi, of a map or plat, duly executed by Developer, of all or any part of the Expansion Property which has not heretofore been platted and recorded, together with a Supplement properly executed by Developer, declaring that it is desired and intended that the provisions of this paragraph shall become effective and therefore that this Declaration shall apply to and affect the property described in said Supplement and shown on said plat as though such property was originally subjected to the provisions of this Declaration and to the same extent and degree as this Declaration shall and does apply to and affect the portion of Magnolia Place, which were first subject thereto, subject to any modifications of this Declaration contained therein as to such property. Thereupon, the powers, duties and responsibilities of the Board of Directors and Officers of the Association shall be coextensive with regard to all parts of Magnolia Place as expanded and the Board of Directors and Officers shall, pursuant to the provisions of this Declaration, constitute the Board of Directors and Officers for Magnolia Place as expanded. The Association thereupon shall continue to collect and disburse monies as required and hereby permitted for Magnolia Place as expanded, and in all respects and meanings, Magnolia Place, as expanded, shall be deemed to be a single community for the purposes of and in accordance with the provisions of this Declaration.

B. RECIPROCAL EASEMENT. Subject to the recording of a map or plat and Supplement as provided for in Section 2(A) of this Article, Developer hereby reserves, for the benefit of and appurtenant to the Lots hereinafter located upon any of the Expansion Property, and their respective Owners, a non-exclusive easement to use the Common Areas in the Development as expanded, pursuant to and in the manner described by this Declaration to the same extent and with the same effect as the Owners of Magnolia Place. Developer hereby grants for the

benefit of and appurtenant to the Lots in Magnolia Place, and their Owners, non-exclusive easements to use the Common Areas in the Development as expanded, pursuant to the provisions and in the manner prescribed by this Declaration to the same extent and with the same effect as the Owners of the property as expanded.

C. AMENDMENT. Notwithstanding anything to the contrary in this Declaration, the provisions of Section 2 of Article II may not be amended without the prior written consent of the Developer so long as it owns any interest in the Existing Properties or Expansion Properties described herein.

SECTION 3. ANNEXATIONS. Additional residential property and Common Areas outside the limits of the Expansion Property described in Section 2 of this Article may be annexed and brought within the scheme of this Declaration with the assent of two-thirds (2/3) of the total votes cast by Class A Members and the Class B Member, if any, of the Association, combined, in person or by proxy, at a special meeting duly called for such purpose, provided that:

1. Such additions are not inconsistent with the provisions of the Preamble hereof;
2. Such additions will become subject to assessment of their just share of Common Expense; and,
3. If a favorable vote is obtained to annex additional property, as herein provided, such annexation shall become effective only upon the filing in the Office of the Chancery Clerk of Rankin County, Mississippi, of a Supplement with respect to the annexation property which shall extend the scheme of the protective covenants, conditions, and restrictions of this Declaration to such property. Such Supplement may contain such complementary additions and modifications of

the protective covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

SECTION 4. MERGER. In accordance with the Governing Documents, the rights and obligations of the Association, by operation of law, may be transferred to another surviving or consolidated association or, alternatively, the rights and obligations of another association may by operation of law be added to the rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the Existing Property together with the covenants, conditions and restrictions established upon any other properties as one scheme.

SECTION 5. REPLATTING AND CHANGES TO LOT LINES. The Developer expressly reserves the right to replat any Lot or Lots owned by the Developer and to take such other action as may be reasonably appropriate, convenient or necessary to make such replatted Lot or Lots suitable for use as a building site for a Living Unit, including, but not limited to, the relocation of easements, walkways, rights-of-ways and other amenities to conform to the new boundaries of such replatted Lots. The boundary lines of any Lot not owned by the Developer may be changed with the written consent of the Association, and the Developer if the Developer owns any Lots subject to the Declaration. An appropriate instrument shall be filed of record in the Land Records of Rankin County, Mississippi, to reflect any action set forth in this Section.

ARTICLE III

MAGNOLIA PLACE PROPERTY OWNER'S ASSOCIATION, INC.

SECTION 1. ORGANIZATION.

A. THE ASSOCIATION. The Association is a not for profit corporation organized and existing under applicable laws of the State of Mississippi, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, By-laws, and this Declaration, as such may be amended from time to time; provided, that neither the Articles nor By-Laws, shall for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

B. SUBSIDIARY ASSOCIATION. The Association shall have the right to form one or more subsidiary associations, for any purpose or purposes deemed appropriate by a majority vote of its Board of Directors. Without limiting the generality of the foregoing, one or more subsidiary associations may be formed for the operation and maintenance of any specific area or function within the Subdivision; however, such subsidiary association shall be subject to this Declaration and may not take any action to lessen or abate the rights of the Members.

SECTION 2. MEMBERSHIP.

A. DEFINITION. Members shall include all fee simple Owners of Lots in the Subdivision. Membership shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except as provided in the Governing Documents.

B. MEMBER'S RIGHTS. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the Governing Documents.

C. VOTING RIGHTS. The Association shall have two classes of voting membership, as follows:

(1) CLASS A. Class A Members shall be all Owners of Lots with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves determine (subject to sub-paragraph 2-D) below, but in no event shall more than one vote be cast with respect to any Lot.

(2) CLASS B. Class B Member shall be the Developer, who shall have three votes for each Lot it owns in all matters, including the election of Directors for the Association. The Class B Membership, and all rights appurtenant to such membership, shall cease when ninety percent (90%) of the Lots are deeded to homeowners, or on January 1, 2025, whichever occurs first. At any time after the Class B Membership shall cease, if the Developer subsequently plats some or all of the Expansion Property or annexes property to the Subdivision as permitted by Article II, then the status of the Developer as a Class B Member shall be fully reinstated for so long as it continues to own at least 10% of all the Lots in the newly platted area.

D. EXERCISE OF VOTE. The vote appurtenant to any Lot, which is held by more than one person, may be exercised by any one of them, unless any objection or protest by any

holder of such membership is made prior to the completion of a vote, in which case the vote appurtenant to such Lot shall not be counted.

SECTION 3. BOARD OF DIRECTORS.

A. COMPOSITION. The number and method of selection of Directors shall be as provided in the By-laws.

B. EXTENT OF POWERS.

(1) The Board of Directors shall have all powers for the conduct of the affairs of the Association which are enabled by law, this Declaration and any Supplement which are not specifically reserved to Members, the Developer, or the Architectural Control Board in said documents.

(2) The Board of Directors shall exercise its powers in accordance with the Governing Documents.

C. POWERS AND DUTIES. Without limiting the generality thereof, the Board shall have the power and obligation to perform the following non-exclusive list of duties:

(1) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer or dedicate real, including Streets, or personal property for the benefit of the Members in connection with the affairs of the Association, except the acquisition, mortgaging or disposal of Common Area and/or Common Facilities shall be subject to the provisions of Article II and IV, respectively;

(2) Rule Making. To establish rules and regulations for the use of the Subdivision and Common Area as provided in Articles IV and VI to review, modify and approve architectural standards adopted by the Architectural Review Board;

(3) Set Budgets. Determine common expenses and set budgets and reserves.

(4) Set Assessments. To fix, levy and collect assessments as provided in Article V;

(5) Easements. To grant and convey easements to the Common Area as may become necessary;

(6) Employment of Agents. To employ, enter into contract with, delegate authority to, and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association;

(7) Appeals. To decide appeals relative to architectural review applications as provided herein;

(8) Enforcement of Governing Documents. To perform such acts, as may be reasonably necessary or appropriate, including bring suit, causing a lien to be foreclosed or suspending membership rights, including but not limited to voting rights, to enforce or effectuate any of the provisions of the Governing Documents, subject to approval which may be filed and is pending;

(9) Disputes. To determine matters of dispute or disagreement between Owners with respect to interpretation or application of the Governing Documents, which determination shall be final and binding on all Owners.

ARTICLE IV

COMMON AREAS & PROPERTY RIGHTS

SECTION 1. OBLIGATIONS OF THE ASSOCIATION. The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the exclusive management and control for the benefit of the Members of the Streets and other Common Areas conveyed to it and all Common Facilities thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean and attractive order and repair in compliance with standards contained in this Declaration. The Association shall be responsible and provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Streets, Common Area and any Common Facilities or improvements located thereon.

SECTION 2. ASSOCIATION RIGHTS & OWNERS EASEMENTS OF ENJOYMENT. The Association duties are to provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Streets, Common Area and Common Facilities within the Development. The Members' rights and easements of enjoyment in and to the Common Areas shall be subject to the following:

A. The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of any Common Facilities situated upon the Common Areas or use of the Common Areas by the Members of the Association and their guests;

B. The right of the Association to suspend the voting rights and right to use of the Common Facilities by an Owner for any period during which any assessment against his property remains unpaid for more than thirty (30) days after notice; and the right of the Association to suspend the rights of an Owner for a period not to exceed sixty (60) days after notice for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

C. The right of the Association to borrow money for the purpose of acquiring and improving Common Areas and related Common Facilities in a manner designed to promote the enjoyment and welfare of its members and in aid thereof to mortgage such property;

D. The right of the Association to take such steps as is reasonably necessary to protect the property of the Association against mortgage default and/or foreclosure;

E. The right of the Association to reasonably limit the number of guests of members to the use of any Common Facilities which are developed upon the Common Areas; and,

F. The right of the Association to create and sell a non-resident class of non-voting recreational membership, subject to rules and regulations therefor adopted and published by the Board of Directors of the Association.

SECTION 3. MEMBER DELEGATION OF USE. Any Owner may delegate, in accordance with the Association By-laws, his right to enjoyment to the Common Areas and Common Facilities to the members of his family, his guests, or his tenants, who reside in a Living Unit on his Lot, subject to such general regulations as may be established by the Association.

SECTION 4. DAMAGE OR DESTRUCTION OF COMMON AREA BY OWNERS.

In the event any Common Area is damaged or destroyed by an Owner or any of Owner's guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area. The Association shall repair said damaged area in good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount of money necessary for such repairs shall become a Restoration Assessment (Article 5, Section 8) upon the Lot of said Owner.

SECTION 5. TITLE TO COMMON AREAS. Title to the Common Areas shall be assigned to the Association by the Developer at such time as the Developer deems appropriate, in its sole discretion. At the time of such assignment, the Association shall assume all responsibility and become liable for the Common Areas so assigned.

ARTICLE V

COVENANT FOR ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments; (2) Special Assessments for capital improvements or other purposes so authorized and approved, such assessments to be established and collected as hereinafter provided; and, (3) Restoration Assessments incurred by Owners damaging Common Area properties for which they would be legally responsible under State laws.

The Annual, Special and/or Restoration Assessment, together with interest thereon, late charges and costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such Assessment together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. No Owner may waive or otherwise escape liability for the Assessment provided for herein by non-use of the Common Areas or abandonment of his Lot.

SECTION 2. PURPOSE OF ANNUAL ASSESSMENT. The assessment levied by the Association shall be used exclusively to provide services and to promote the recreation, health, safety, and welfare of the residents in the Subdivision and for the improvements and maintenance of the Common Areas and Common Facilities within the development. An adequate reserve for replacements of Common Facilities and equipment shall be established and funded from the Annual Assessment as set forth below.

SECTION 3. RESERVES FOR REPLACEMENT. The Association shall establish and maintain a reserve fund for repairs and replacements of the Streets, Common Area and Common Facilities, and shall allocate and pay such amount to the reserve fund from time to time as may be designated by the Board of Directors.

A. Amounts paid to the reserve fund shall be included in the Annual Assessment. All amounts paid into the reserve fund shall be deposited in such bank account or accounts in federally insured banks or in such investment accounts or investment assets as shall be designated by the Board of Directors from time to time. The reserve fund for repair and replacement of the

Streets, Common Area and Common Facilities may be expended only (i) for the repair and replacement of the Streets, Common Area and Common Facilities, (ii) for repairs to any Streets, including sidewalks or parking areas, (iii) for equipment replacement, or (iv) for non-recurring start-up expenses and operating contingencies of the Streets, Common Area and Common Facilities. The Association may establish other reserve funds for other purposes considered necessary or appropriate by the Board of Directors from time to time.

B. The proportional interest of each Class A Member in any reserve funds shall be considered to be an appurtenance to the Lot of such Member, and shall not be withdrawn, assigned or transferred separately from or other than as a appurtenance to the Lot to which the proportional interest in the reserve funds appertain. Any sale of the Lot shall be deemed to be a transfer or assignment of the proportional interest in the reserve funds. No Member shall be entitled to a refund of his proportionate share of such reserve funds.

SECTION 4. COMMON EXPENSE & MINIMUM SERVICES PROVIDED. The specific services to be provided shall be decided upon by the Association's Board of Directors. As a minimum they will include:

- A. The cost of all operating expenses and repair and maintenance of the Street system located within the Development;
- B. The cost of all operating and repair and maintenance expenses of the Common Areas and Common Facilities and services furnished;
- C. The cost of necessary management and administration;
- D. The amount of all taxes and assessments levied against the Association or upon

any property which it may own or which it is otherwise required to pay;

E. The cost of adequate fire and extended liability insurance on all Common Areas and Common Facilities and any other insurance the Association may effect;

F. The cost of maintaining, replacing, repairing and landscaping the Common Areas and Common Facilities and Streets as the Association's Board of Directors determine to be necessary and proper;

G. The cost of funding all reserves established by the Association, including general operating reserve and a reserve for replacements; and,

H. All payments toward debts owed by the Association.

SECTION 5. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS, DUE

DATES. The Annual Assessment provided for herein shall commence on the first day of the month immediately following the conveyance of the first lot to an Owner, subject to the other provisions hereinbelow, and shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the first Annual Assessment against each Lot by a majority vote. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. The Annual Assessment may be collected in advance on a periodic pro-rata basis at the option of the Board of Directors.

SECTION 6. CHANGES IN ANNUAL ASSESSMENT. Changes may be made in the Annual Assessment as follows:

A. From and after January 1 of the year immediately following the year or that part of the year in which the First Annual Assessment is imposed, the Annual Assessment may be increased by the Board of Directors each year not more than ten percent (10%), or \$10 per month, whichever amount is greater, above the prior Annual Assessment, without the assent of two-thirds (2/3) of the total votes cast by Class A Members and Class B Members of the Association, in person or in proxy, at a meeting called for such purpose, whether annual or special;

B. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the Annual Assessment for any year at a lesser amount than that for the previous year.

SECTION 7. SPECIAL ASSESSMENT. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Areas, including Common Facilities and fixtures and personal property related thereto, provided that any such assessment shall be approved within the assent of two-thirds (2/3) of the total votes cast by Class A Members and Class B Members of the Association, in person or in proxy, at a meeting called for such purpose, whether annual or special;

SECTION 8. RESTORATION ASSESSMENT. The Association may levy Restoration Assessment upon any Lot whose Owner damages or causes to be damaged any portion

of the Common Areas or Common Facilities, as provided herein, and upon any Lot whose Owner fails to maintain such Lot, as provided herein. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration and the cost of collection thereof; and such shall constitute a lien against a Lot, recordable among land records.

SECTION 9. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 6(B) AND 7. Any action authorized under Section 6(A) and 7 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Members not less than ten (10) days or more than thirty (30) days in advance of the meeting. At the meeting called for such purposes, the presence of members or of proxies entitled to cash fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting.

SECTION 10. ASSESSMENTS ARE NOT DUES. No portion of any Annual or Special or Restoration Assessments provided in or permitted by this Section are intended to be, or shall be construed to be, dues for membership in the Association.

SECTION 11. UNIFORM RATE OF ASSESSMENT. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or yearly basis as determined by the Association's Board of Directors; such assessments shall be determined as follows:

A. Platted Lots with completed Living Units shall be assessed at one hundred percent (100%) of Assessment as established by the Association.

B. Vacant platted Lots or Lots with Living Units under construction shall be assessed at one hundred percent (100%) of Assessment as established by the Association and will commence one year from the date of conveyance of the Lot by the Developer, or upon occupancy of the Living Unit, whichever occurs first.

C. Vacant platted Lots owned by the Developer shall not be subject to Assessment by the Association.

D. No Assessment of any kind or nature shall be levied by the Association against any areas not platted or reserved for future development by this Declaration.

SECTION 12. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any Assessment not paid within thirty (30) days after the due date shall be considered delinquent and shall be subject to a late fee to be determined by the Board of Directors and also shall bear interest from the due date at a rate to be determined by the Board of Directors for each assessment period not to exceed the maximum rate which may be charged un applicable State and Federal laws. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of his Lot. Each Owner, by his acceptance of a conveyance of a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available, including judicial and non-judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such

Owner hereby expressly grants to the Association power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Members.

A. If any proceedings to foreclose the lien for any unpaid portion of an Assessment is commenced by the Association with respect to any Lot, The Board of Directors may require the Owner(s) of the Lot to pay reasonable rent for use of the Lot. The Association shall be entitled to the appointment of a receiver to collect such rent.

B. The Board of Directors may post or publish in any prominent location within the Development a list of Members who are delinquent in the payment of any portion of an Assessment or other fees which may be due to the Association, including any installment of an Assessment.

C. Upon default in the payment of any installment of an Assessment, the entire unpaid balance of all Assessments shall immediately be and become due and payable, unless the Board of Directors shall otherwise direct. In addition to the amount of the unpaid Annual or Special or Restoration Assessments, the following amounts shall be consider to be Special Assessments against the Lot and the Owner(s) of such Lot shall be subject to the lien of Assessments as provided herein: (i) all reasonable costs and expenses of collection of Assessments including attorneys' fees, court costs and other costs relating to the collection of Assessments or enforcement of the lien of Assessments, whether or not suit is filed; (ii) such late payment charges or fees as shall be established by the Board of Directors from time to time; (iii) such Association overhead charges as shall be established by the Board of Directors which reimburse the Association for overhead or indirect costs and expenses incurred to collect unpaid Assessments or to perform or satisfy any

obligation or duty imposed upon such Owner(s) under this Declaration or any Supplement; and, (iv) Interest on or to all amounts specified in this Section, including the unpaid balance of all Assessments: such interest shall accrue from the due date until paid in full at the maximum rate of interest permitted by law in the State of Mississippi on a loan from a financial institution.

SECTION 13. PRIORITY OF LIEN. The lien to secure payment of an Assessment against a Lot shall have preference over any other liens, assessments, judgments or charges of whatever nature, except (i) general and special assessments for ad valorem property taxes on or against such Lot, or, (ii) the lien of any first mortgage on such Lot made in good faith and for value received and duly recorded prior to the Assessment creating the lien against the Lot.

SECTION 14. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall not extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability or for any assessments thereafter becoming due or from the lien thereof. The Owner of a Lot may create a second mortgage on the condition that any such second mortgage shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, liens for Assessments and other payments created by this Declaration, by the By-laws and Rules and Regulations of the Association.

SECTION 15. FILING OF NOTICE OF DELINQUENCY. If any Owner becomes more than thirty (30) days delinquent in paying any Assessment, the Association may file a Notice of

Delinquency in the Land Records of Rankin County, Mississippi, referencing such Owner and the Lot to which such delinquency applies. As and when such Assessments have been paid, the Notice shall be canceled.

SECTION 16. EXEMPT PROPERTY. Common Areas and Streets dedicated to, and accepted, by the Association are exempt from assessments created herein.

SECTION 17. LIMITATION OF LIABILITY. Neither the Association nor the Developer shall be liable for any failure of any services to be obtained by the Association or paid for out of its common expense fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas and Common Facilities or from any wire, pipe, drain, conduit or the like. Neither the Association nor the Developer shall be liable to any Member, guest or other party for loss or damage by theft or otherwise, of articles which may be stored upon the Common Areas or in Common Facilities. No diminution of assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or Common Facilities or from any action taken by the Association or the Developer to comply with any law or ordinance or with the order or direction of any State, County or municipal governmental authority.

ARTICLE VI

ARCHITECTURAL CONTROL BOARD

No Living Unit, building, fence, wall or other structure shall be commenced, erected or maintained within the Development, nor shall any exterior addition to, or change or alteration

therein, be made to any structure until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Architectural Review Board. Plans and specifications shall include, but not be limited to, a plat of the location of the structure on the Lot, the floor plans and elevation of the structure, specification building materials list including roofing, brick, siding and exterior color selection, and such other items or information as may be required by the Architecture Review Board. It is the intent of the Developer to preserve an overall harmonious, pleasing appearance of the Subdivision through architectural control of exterior color and material selections, structure design and elevations.

SECTION 1. CREATION OF ARCHITECTURAL CONTROL BOARD. The Developer shall designate representatives and select members for an Architectural Control Board to act on its behalf for these purposes. This Architectural Control Board shall be composed of three (3) or more representatives. The Architectural Control Board shall be charged with setting guidelines, such as type of roofing material and color, standardized mailboxes, aggregate driveways. The Developer shall maintain control of the Architectural Control Board until such time as it, in its discretion, shall transfer control to the Association. The Developer shall maintain control of the Architectural Review Board, if it desires, so long as it owns real property or Lots in the Development or the Expansion Property. Thereafter, the Association's Board of Directors shall select the Architectural Review Board.

SECTION 2. FAILURE TO ACT. In the event the Architectural Review Board fails to approve or disapprove such design and location within thirty (30) days after a complete set of plans

and specifications and all necessary documents have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

SECTION 3. APPEAL OF DECISION. An applicant may appeal an adverse Architectural Control Board decision to the Developer, or Board of Directors of the Association if the Developer no longer appoints the Board, who may reverse or modify such decisions by a two-thirds (2/3) vote of the Directors present at such meeting.

**ARTICLE VII
PROTECTIVE COVENANTS
LOTS 1 THROUGH 51 INCLUSIVE,
MAGNOLIA PLACE SUBDIVISION**

SECTION 1. LAND USE AND BUILDING TYPE. All Lots shown on the recorded plat of Magnolia Place, Lots 1 through 51, inclusive, shall be known, described and used as residential lots and for a residential purpose. No structure shall be erected, altered, placed or permitted to remain on any of said Lots herein designated in said Subdivision other than one single family residential unit constructed for the purpose of housing not to exceed one family, not exceeding two (2) stories in height along with customary outbuildings, such as garage, either separated with or in connection with the main Living Unit.

SECTION 2. RESIDENTIAL PURPOSE. The term "residential purpose" shall generally be defined as single-family homes, and shall exclude any and all home occupations and commercial and professional uses, and among other things, group quarters, beauty parlors, mechanics, auto or lawn mower repair shops, garage apartments, apartment houses, duplex and

multifamily residences, profit or nonprofit nursing homes, churches, schools, and other similar private or charitable enterprises. Any and all such usages of the Development are hereby expressly prohibited. However, this paragraph shall not prohibit use of a portion of a residence as a part-time professional office, provided that no signs advertising such use are posted on or about the premises, no person other than members of the family residing on the premises shall be engaged in such occupation; there is no change in the outside appearance of the premises or other evidence of such home occupation; no equipment or process is used in such home occupation which creates noise, vibration, glare, fumes, odors, electrical interference detectable to the normal senses of the Lot; no additional traffic is generated in the Subdivision because of such use, and an annual permit for such use is obtained from the appropriate governing authority. No noxious or offensive trade or hobby activities, including automotive repair visible from the front street, shall be carried on upon any Lot, nor shall anything be done which may be or become an annoyance or nuisance to other Owners within the Subdivision.

SECTION 3. TIMELY CONSTRUCTION. The exterior of all structures and grounds related thereto within the Subdivision must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within twelve months after construction of the same is commenced, except where such completion is impossible or is the result of matters beyond the control of the Developer or builder, such as strikes, casualty losses, national emergencies or acts of God.

SECTION 4. EROSION CONTROL. The Lot Owner, whether it be the home builder during construction or home owner, is responsible for control of soil erosion from his Lot onto any public street within the Subdivision.

SECTION 5. BUILDING LOCATION. No building, or extension or part thereof (excluding exterior air conditioning equipment), shall be erected on any residential Lot in the Subdivision nearer than twenty (20) feet from the front Lot line; or nearer than twenty (20) feet from the rear Lot line; or nearer than five (5) feet from one side Lot line and five feet (5) on the corresponding opposite side Lot line of such Lot; however, side line distance between buildings in relation to adjoining Lots must be a minimum of ten (10) feet. Driveways shall not be considered as an extension of the structure for the purposes of setbacks. Driveways may intrude upon the front, side and rear setback requirements. Eaves of buildings located within the setback lines provided in this paragraph may extend across setback lines, but shall not extend across any other Lot lines.

SECTION 6. LIVING UNIT SIZE. Heated and cooled living area minimum square footage for main residential structure in the Subdivision shall be not less than one thousand eight hundred (1,800) square feet. The Architectural Review Board may approve up to a five percent (5%) square foot minimum variance at its discretion. For the purpose of determining heated and cooled living area, porches (other than glass enclosed), garages, and storage areas, shall not be included in determination of livable heated and cooled floor area of each residence.

SECTION 7. SIDEWALK REQUIREMENT. All Lots shall be required to have a brushed concrete sidewalk at least forty-eight (48) inches wide and four (4) inches thick along the property line and set back at least two (2) feet from the back of the curb within the street right-of-way

and shall extend along the street frontage. Said sidewalk shall be installed prior to close of final inspection of any house constructed on each Lot.

SECTION 8. GARAGES. Each single family structure shall be required to have a covered off street parking facility for not less than two automobiles. Any car storage area that is front or side loading from the street must be in the form of an enclosed garage. Any enclosed garage must be equipped with an automatic opening and closing device.

SECTION 9. PRIVACY FENCING. All privacy fencing materials and location must be approved by the Architectural Control Board. Fencing material must be of treated wood, unless variance as to fencing material granted by Architectural Control Board for good cause shown, and fencing must conform to height and design as specified by the Architectural Control Board.

A. Installation of chain-link, cyclone, or other wire fencing is not permitted, except with the exception of around detention or retention ponds within the common areas. No fence, wall or hedge shall be placed on any of the said Lots nearer to any street than is permitted for the house on said Lot. Developer, or the Association, reserves the right to remove or cause to be removed, at Owner's expense, any fence, hedge, wall or other structure which interferes with the visibility required for the safe flow of vehicular traffic.

B. An exception to the Subdivision standard privacy fencing will be the installation by Developer of any type of fencing he may choose to enclose certain perimeters of the overall Subdivision or decorative fencing to enhance the visible appearance of the Subdivision

SECTION 10. VISIBILITY OF MECHANICAL EQUIPMENT. No mechanical equipment, such as a filter system or vacuum system for swimming pools, shall be located so as to be

visible from the street and must be enclosed by treated wood fencing: except, however, an air conditioning compressor used in connection with the main Living Unit may be located on the side of such Living Unit. No air conditioning compressor may be located on the front of any structure facing the street.

SECTION 11. OVER NIGHT STREET PARKING. No overnight parking on the streets is allowed. All overnight parking must be limited to driveways and garages. It is expressly not permitted on the streets.

SECTION 12. ANCILLARY STRUCTURES. All ancillary structures, including garages, gazebos, and pool or patio covers must be approved by the Architectural Control Board. No garage or outbuilding on a Lot shall be used as permanent residence or living quarters. Storage Buildings are expressly not allowed within the subdivision.

SECTION 13. MAIL BOX REQUIREMENT. All mail boxes shall be of a standard design as approved by the Architectural Control Board. Said residential mail box shall be installed prior to close or final inspection of any house constructed on any Lot.

SECTION 14. LANDSCAPING REQUIREMENT. There shall be a minimum of landscaping installed around each house to be constructed on said Lot. This minimum landscaping shall be determined by the Architectural Control Board.

SECTION 15. LOT APPEARANCE. Each owner shall maintain the appearance of his Lot in high quality condition, and will provide and maintain landscaping on all easements and utility boxes located on his Lot. The grass, flowers and shrubbery must be kept in orderly fashion. Grass, weeds and vegetation on each Lot owned shall be kept mowed at regular intervals by 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 Lot. This requirement applies to all Lots owned before and after a home is built upon the Lot. Should any Owner refuse or neglect to comply with the terms of this paragraph, the Developer, or the Association, may, at its option and in its discretion, have dead trees removed from the Lot and mow and remove debris, and the Owner of such Lot shall be obligated immediately to reimburse the Developer, or The Association, for the cost of such work, which cost shall be considered a "Restorative Assessment" and shall constitute a lien upon the Lot.

SECTION 16. EXTERIOR TV AND RADIO APPARATUS. No TV satellite dishes or similar apparatus may be installed on any Lot. No radio or TV antennas may be installed which extend above the main structure's roof line. Any deviation from this restriction shall require approval of the Architectural Control Board. Excepted are satellite dishes no larger than forty eight (48) inches in diameter.

SECTION 17. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, tent, basement, shack, barn or other outbuilding shall be used on any Lot in the Subdivision at any time as a residence, either temporarily or permanently, not shall any such structure be visible from the street.

SECTION 18. LOT SUBDIVISION.

A. No Lot or Lots platted in the Subdivision may hereafter be subdivided, except as may allowed by the Developer as set forth herein; however, nothing in this paragraph shall prohibit the building of a residence on any Lot of said Subdivision as originally platted.

B. In the event an Owner of two or more contiguous Lot desires to construct one Living Unit occupying a portion of both Lot, then the covenants, conditions and restrictions contained herein shall apply as if the contiguous Lot were one single Lot.

SECTION 19. EASEMENTS.

A. Easements for installation and maintenance of utilities, drainage facilities and other purposes are reserved as shown on the recorded plat. The Developer, the Association, and each utility providing service to the Development shall have and is granted or reserved non-exclusive easements and rights-of-way in, thru, across, on, over and under the portions of the Development which are not improved with Living Units, buildings or other structures, including full rights of ingress and egress, for the construction, installation, operation, use, maintenance, repair and removal of utilities and all apparatus or systems related thereto, and drainage easements as shown and designated on any plat, and the right to remove any obstruction in any utility or drainage easement which may interfere either with the use of any utility or drainage easement or with the construction, installation, operation, use, maintenance, repair and removal of such utility or drainage facility.

B. The Developer shall have non-exclusive easements and rights-of-way in, thru, across, on, over and under the portion of the Common Area which is not improved with buildings or structures to store building supplies and materials, install, construct, maintain, reconstruct, repair, and remove sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and any related improvements or appurtenances and for all other purposes reasonably related to the completion of

construction and the provision of public or private utility services to any portion of the Development. Any and all conveyance documents from the Developer to the Association with respect to the Common Area and Common Facilities shall be conclusively deemed to incorporate the provisions of this Section, whether or not specifically contained in such conveyance documents. At the Developer's request, the Association shall from time to time execute, acknowledge, and deliver to the Developer such documents as the Developer considers necessary to implement this provision.

The reservations and rights in this Section 19.B expressly include the right to: (i) cut any trees, bushes, or shrubbery; (ii) make any grading of the soil; and (iii) take any other similar action reasonably necessary to provide economical and safe utility and drainage facility construction, installation, operation, use, maintenance, repair and removal and to maintain reasonable standards of health, safety and appearance.

Any damage from ingress and egress upon any Lot by the Developer, the Association, or any utility company shall be made with as little inconvenience to the Lot Owner as reasonably as practical. All physical damage to any Lot resulting from or caused by such entry shall be promptly repaired and restored by the party causing such damage.

C. Where Living Units are permitted on or near the boundaries of a Lot, the Streets, Common Area or Common Facilities, each Lot and Living Unit on such Lot shall be subject to irrevocable easements for the benefit of the Association and the Owners of the adjoining Lots and abutting Living Units for: (i) drainage, (ii) the maintenance and unobstructed and uninterrupted use of any and all pipes, ducts, flutes, chutes, conduits, cables and wire outlets and utility lines, (iii) maintenance and lateral support of adjoining and abutting buildings and improvements, (iv) such

portions of any building or improvement that may overhand a Lot or any portion of the Streets, Common Area or Common Facilities; and (v) the walks and sidewalks serving such adjoining and abutting areas.

D. Without written approval of the Architectural Control Board: (1) No privacy fencing shall intrude in such easement; and (2) No live trees shall be cut or removed from easements. If an approved fence is placed upon an easement and it becomes necessary for a utility company, County of Rankin (or appropriate governmental body), to enter that easement, all costs for removal of and replacement of such fence shall be borne by the Lot Owner.

SECTION 20. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs and cats or other household pets may be kept, provided that such are not kept, bred, or maintained for any commercial purpose. All pets must be kept on a leash and under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents. All pets must be properly vaccinated and registered with appropriate public authorities. Any outside enclosures for dogs, cats, or other household pets shall be located behind the rear of the Living Unit, shall be screened from public view and shall be maintained in a sanitary condition, all in accordance with the general rules and regulations of any governing authority.

SECTION 21. VEHICLES & RECREATIONAL EQUIPMENT. Campers, camper trailers, recreational vehicles, boats and/or boat trailers, trailers and trucks shall be stored within the confines of the carport or garage, or behind privacy fencing. All such vehicles and recreational equipment must not be visible from the street.

SECTION 22. COMMON AREAS. All common areas, park and pond areas are under the control of the Association.

SECTION 23. SIGNAGE. No sign of any kind shall be displayed to the public view on any Lot without consent of the Developer, except one sign of not more than six (6) square feet advertising the property for sale, or signs used by a building contractor to advertise the property during the construction and sales period, said sign to be located within the confines of the Lot.

SECTION 24. GUNS, FIREARMS, WEAPONS. No guns, firearms or weapons of any kind, including but not limited to, handguns, rifles, shotguns, BB and pellet guns, pistols, bows and arrows, sling-shot or other weapons shall be allowed on any street or Common Area or discharged anywhere within the confines of the Subdivision.

SECTION 25. NUISANCES. No noxious or offensive trade or activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

SECTION 26. DUMPING OF WASTE. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

SECTION 27. SANITATION. The use of privies, septic tanks, cesspools or disposal plants for disposal of sewerage is prohibited. The use of outdoor toilets is prohibited, except during construction. All homes constructed in the Subdivision must be connected to the existing public sewerage system maintained by the City Of Flowood, or appropriate governmental body.

SECTION 28. WATER SYSTEMS. No individual water supply systems shall be permitted on any Lot. All homes constructed in the Subdivision must be connected to the installed water supply system operated by the City of Flowood, or appropriate governmental body.

SECTION 29. STRUCTURAL ALTERATIONS, ADDITIONS AND EXTERIOR COLOR. If a Lot Owner desires to alter, deviate, change exterior appearance, enclose or incorporate additions of any type, including but not limited to, addition garage, which deviate from the original plans and specifications as filed with the Developer, or Architectural Control Board, the Lot Owner must submit revised plans and specifications indicating location, materials, color selection, design and location plat to the Architectural Control Board for approval prior to commencement of construction of such alteration, change, deviation, exterior change, enclosure or addition. This requirement shall also apply to exterior color changes. It is the Developer's intent to maintain an attractive, harmonious appearance to said Subdivision.

SECTION 30. STREETS. The Streets shall be private streets owned by the Association. At the time plats are filed for record, the Developer shall convey to the Association all right, title and interest in and to the Streets. Notwithstanding such conveyance, the Developer shall be responsible for the construction of the Streets. The Streets will be constructed in accordance with generally acceptable standards for construction in residential neighborhoods in Rankin County, Mississippi. Prior to the final overlay of the surface or wearing course, the Developer shall be responsible for the repair and maintenance of the Streets. After completion of construction on a substantial number of the Living Units in a particular area or on a particular Street, the Developer shall cause the construction of such Street to be completed by overlaying the surface or wearing course of the

pavement. The determination of such construction shall be solely in the discretion of the Developer. Upon completion of the overlay of the surface or wearing course, all responsibility for the repair and maintenance of such Street shall be assumed by the Association.

31. GATES. At such time as the Developer in its discretion determines, the Developer shall install a gate on the entrance to the Development. The gate shall be of a type or style which Owners can open or close by use of a card or other device or mechanism. So long as the Developer continues to own land or Lots in the Development, the Developer shall control the operation of the gates and shall establish the hours during which the gates shall remain open or be locked. At such time as the Developer no longer owns land or Lots, or sooner, if the Developer desires, control of the gates shall be transferred to the Association. Notwithstanding the installation of gates or the implementation of rules or procedures governing the opening, closing and locking of the gates, the Developer makes no representation or warranty concerning any matter of security or safety of the Development. By acceptance of a deed or other conveyance of a Lot, each Owner releases the Developer from any claim, damage or liability arising from or related to the operation of or timing of the opening, closing and locking of the gates.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1. SEVERABILITY. All of the conditions, restrictions and covenants appearing herein as well as those appearing in a deed or other conveyance of any Lot to which they apply shall be construed together; but, if any one of the same shall be held to be invalid by judgment

of court decree, or for any reason is not enforced or enforceable, none of the other restrictions or covenants shall be affected or impaired thereby, but shall remain in full force and effect.

SECTION 2. ENFORCEMENT. If any Owner of any Lot, or his heirs, devisees, and assigns or successors shall violate or attempt to violate any of the covenants herein, any other person or persons owning any of said Lots in the Subdivision, as well as the Association, may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from so doing, or to recover damages for such violation. In such an event, the Owner of the Lot or Lots causing the violation or upon which the violation occurs, shall pay all attorney's fees, court costs, and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid covenants, and regardless of whether suit is actually filed, all such fees, costs and expenses shall be a lien upon the Lot and improvements. Failure by the Developer, or by the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 3. TERM These covenants shall run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended thereafter for successive ten (10) year periods, unless terminated at the end of such twenty-five (25) or ten (10) year period by an instrument duly executed and acknowledged by a two-thirds (2/3) majority of the Members within sixty (60) days preceding the end of such period.

SECTION 4. AMENDMENT. Notwithstanding Section 3 above, this Declaration may be amended, modified, and/or changed either: (i) by the Developer (without the need of joinder of any other party) properly filing for record a Supplement prior to January 1, 2020, and; (ii) thereafter, by the filing of a Supplement duly executed and acknowledged by two-thirds (2/3) majority of each class of the then Members.

SECTION 5. CONSENT. After a one (1) year period following the sale of the last Lot owned by the Developer, all consents required in this Declaration from the Developer shall be transferred to the Association, whose consent shall be required in lieu of the Developer's consent.

EXECUTED this 15th day of June, 2015.

LANDMARK DEVELOPMENT COMPANY
a Mississippi corporation

Michael E. Johnson

Michael E. Johnson, President

Rankin County, MS

I certify this instrument was filed
on 06/16/2015 10:59:39 AM
and recorded in the
DEED

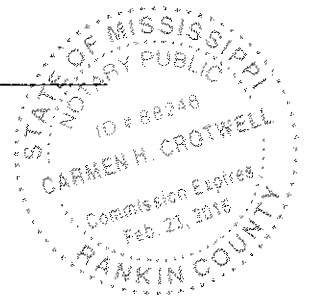
STATE OF MISSISSIPPI
COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state aforesaid, on this the 15th day of June, 2015, within my jurisdiction, the within named Michael E. Johnson, who acknowledged that he is the President of Landmark Development Company, a Mississippi corporation, and for and that on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument for the purposes therein mentioned, after first having been duly authorized by said corporation so to do.

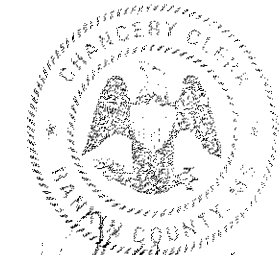
Book 2015 Page 11910
Lynn Qualas, Notary Public

Carmen H. Crotwell

Notary Public



My Commission Expires: 2/23/14



[Signature]