

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ALLENDALE SUBDIVISION

8/10/06 8:28:15
BK 536 PG 302
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

THIS DECLARATION, made on the date hereinafter set forth by Brown's Construction Company, a Mississippi Company, hereinafter referred to as 'Declarant', and

Revard Plat Book 100 Page 17

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of DeSoto, State of Mississippi which is located in Section 22, Township 1 South, Range 6 West, Olive Branch, Mississippi; more particularly described in Exhibit "A", ~~which Exhibit is attached hereto and incorporated herein by reference (the "Property").~~

NOW, THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all Parties having any right, title and interest in the described Property or any part thereof their heirs successors and assigns and shall inure to the benefit of each Owner thereof.

Article 1 Definitions

- 1.01 "Association" shall mean and refer to Allendale Homeowners Association, Inc, a Mississippi non-profit corporation, a copy of the Articles of Incorporation which is attached hereto as Exhibit "B", its successors or assigns, which Association shall have as its members all of the Owners of Lots within the Property which shall be responsible for the care, management and supervision of the Common Areas, if any, within the Property.
- 1.02 "By-law" shall mean and refer to the By-laws of Allendale Homeowners Association, Inc. which are attached hereto as Exhibit "C" and as the same may be amended from time to time.
- 1.03 "Common Area" shall mean all real property (including the improvements thereto), if any, owned by the Association for the common use and enjoyment of the Owners.
- 1.04 "Declarant" shall mean and refer to Dan A. Brown Land Company LLC, its specific successors and assigns as designated in a document placed on record in the Chancery County Clerk's Office of DeSoto County, which designates such successors and assigns as the party or parties succeeding to the rights or the Declarant hereunder.
- 1.05 "Lot" shall mean and refer to any plot of land designated for the development of a single-family residence as shown upon any plat recorded or to be recorded, subdividing the Property or any staged development as hereinafter defined in Article 8.
- 1.06 "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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.07 "Property" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, as herein provided.
- 1.08 "Subdivided" shall mean and refer to only portion of the Properties described in a plat of subdivision filed of record in the Chancery Clerk's Office, DeSoto County, Mississippi.

Article 2 Property Rights

- 2.01 Owner's Easement of Enjoyment. Every owner shall have a right and easement of ingress and egress and enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
- (a) The right of the Association to charge reasonable fees for the maintenance, repair or reconstruction upon the Common Area, if any, which the Association may acquire,
- (b) The Common Area, if any, cannot be mortgaged or conveyed without the consent of at least 2/3rds of the Class A members. If acquired, such Common Areas shall be free and clear of all encumbrances.

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- (c) The right of the Association to adopt rules and regulations for the benefit of the Owners respecting use of the Common Area.

Article 3 Membership and Voting Rights

- 3.01** Every Owner of a Lot shall automatically be a member of the Association Membership shall be appurtenant to and may not be separated from ownership of any lot. Ownership of such Lot shall be the sole qualification for membership.
- 3.02** The Association shall have two (2) Classes of voting memberships:
- Class A** Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they among 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 Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and become converted to a Class A membership on the happening of either of the following events, whichever occurs earlier,
- (i) 75% of the dwellings, are deeded to homeowners, or
- (ii) within three (3) years from conveyance of first lot to a homeowner.
- 3.03** No individual or legal entity holding title to a Lot as security for any debt or obligation shall be considered as owner or such Lot, and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any question or matter effecting the administration of the Association, except as otherwise provided herein.
- 3.04** At every meeting of the Owners, each of the Owners shall have the right to cast his vote on each question. The vote of the Owners representing a Fifty-one percent (51 %) majority of the total votes cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the statute or of the Corporate Charter, or this Declaration, or the by-laws, a different vote is required, in which case such express provisions shall govern and control.

Article 4. COVENANT FOR MAINTENANCE ASSESSMENTS.

- 4.01** **Creation of the Lien and Personal Obligation of Assessments**
The Declarant, for each Lot owned within the Property, hereby covenants, and each owner of any Lot by acceptance or a deed therefor, whether or not it shall be so expressed in such deed, and except as hereinafter provided, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Lots owned by the Declarant, its assigns, or Lots owned by any builder solely for the purpose of constructing a single-family residence there-on for sale and for so long as said property remains unoccupied, are excluded from the payment of assessments provided however, that the exclusion of builders shall not exceed six (6) months from the date any builder accepts a deed for any lot(s).
- 4.02** **Purpose of Assessments**
The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Property, and (or the improvement, periodic maintenance, repair, and replacement of improvements to the Common Areas, if any, and any reserves necessary and proper for such purposes.
- 4.03** **Maximum Annual Assessment**

Until January 1st or the year immediately following the recording of this Declaration in the DeSoto County Mississippi Chancery Court Clerk's Office, the maximum annual assessment for Class A Owners shall be One Hundred Dollars and No/100 (\$100.00) per lot.

- (a) From and after January 1st, or the year immediately following said recording, the maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of each class or the membership.
- (b) From and after January 1st of the year immediately following the said recordation, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3rds) of class A members who are voting in person or by proxy, at a meeting duly called for this Purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4.04 Special Assessments for Capital Improvements

In addition to the annual assessments 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, reconstruction, repair or replacement of a capital improvement upon the Common Areas, if any, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes or each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

4.05 Notice and Quorum for Any Action Authorized Under Section 4.03 and 4.04

Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.03 or 4.04 shall be sent to all members not less than ten (10) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence or members or of proxies entitled to cast sixty percent (60%) of all the votes of either 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 (1/2) of the required quorum the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.06 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 or annual basis.

4.07 Date of Commencement or Annual Assessments Due Date

The annual assessments provided for herein shall commence as to each Lot commencing on the day an Owner accepts a deed therefor, unless otherwise provided in Section 4.01. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least Thirty (30) days in advance of each annual assessment period. 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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

4.08 Effect of Nonpayment of Assessments: Remedies of the Association

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate set by the Association, not to exceed the maximum interest permitted under Mississippi law. The Association may bring in action at law against the Owner to collect the assessment or foreclose the Lien against the property and the interest; costs and reasonable attorneys fees or any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or the Private Service Alley and Common Area, if any, or abandonment or his Lot. The Owner of a Lot on which there are delinquent assessments shall not be permitted to participate or vote in any meeting of the Association. Mortgagees are not required to collect assessments. Further, failure to pay Assessments shall not constitute a default under an insured mortgage.

4.09**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 extinguish the lien or such assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Article 5 Architectural Control

An Architectural Committee is hereby established for all Lots located within the Property. The initial Committee shall consist of the designees of Declarant. These individuals shall serve for a period of three (3) years unless they resign from the Committee by written notice to the Board of Directors or the Association. Upon the expiration of three (3) years from the date hereof, or the earlier resignation of the above referenced designees, the Board of Directors of the Association shall then appoint the unfilled positions on the Architectural Committee, which shall be composed of one (1) or more individual Lot Owner(s). The affirmative vote of the majority of the membership of the Architectural Committee shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein.

5.01 Approvals Necessary Rules of Committee and Remedies for Violation.

With the exception of improvements made by the Declarant, no structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any or the Lots within the Property nor shall any existing structure, fence or barrier upon any lot be painted or altered in any way which materially changes the exterior appearance thereof, without the written consent of the Architectural Committee nor shall any new use be commenced on any Lot unless plans and specifications (including a description of any proposed new use) shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, but in any event shall include:

- (a) A site plan of the Lot and Architectural Plan showing the nature, exterior, color scheme, kind, shape, height, materials, and location with respect to the proposed home to be constructed upon said Lot (including proposed front, rear and side setback) of all structures, fences or barriers, and location of all parking spaces and driveways on the Lot; It will be necessary to get approval from the Architectural Control Committee prior to changing the color scheme of the house after it is purchased.
- (B) Grading, soil erosion prevention and landscaping plans for the particular Lot.

The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots including, without limitation, the exterior lighting and planting, disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Committee discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver or the Architectural Committee in its discretion to disapprove such plans or specifications or any features or elements included therein if such plan, specifications, features or elements are subsequently submitted for use on any other lot. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter provided that the plans and specifications as approved in any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, or barriers on and uses of the Lot in question.

In the event the Architectural Committee fails to approve or disapprove my plans and specifications as herein provided within seventy-two (72) hours after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

If any structure, fence, landscaping or barrier shall be altered, erected, placed or maintained upon any lot contained therein or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee as required herein, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein and upon written notice from the Architectural Committee any such structure, fence, landscaping or barrier so altered, erected, placed or maintained upon any Lot, in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation.

In fifteen (15) days after the notice of such violation, the owner or owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the costs thereof shall be a binding personal obligation of such owner as well as a lien upon the lot in question upon the recording of such with the Chancery Clerk's Office DeSoto County, Mississippi.

Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the owner thereof, issue a certificate of compliance in a form suitable for recordation, identifying such structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure and the use or structure complies therewith. Preparation and recording of such certificate shall be at the expense of the owner or owners of such Lot. Any certificate of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated and as to any purchaser or encumbrance in good faith and for value or as to any title insurer, such certificate shall be conclusive evidence that all structures on the section and the use or uses described therein comply with all the requirements as to which the Architectural Committee exercises my discretionary or interpretive powers.

The Architectural Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted.

Any agent of Declarant or the Architectural Committee may, at reasonable times, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions of these restrictions, and no such person shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

The Association or any owner of any Lot contained within the Planned Development shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Lot in the Planned Development. Failure by any owner to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

Should a request from the Architectural Committee come from a Committee member, the other members of the Committee shall select a disinterested Lot Owner to take the place of the Committee member making the request.

Article 6 Restrictive Covenants

6.01 Residential Use and Subdivision of a Lot

No Lot shall be used except for private residential purposes. No Lot in the Planned Development shall be subdivided.

6.02 Prohibited uses Nuisances

In order to provide for a congenial occupation of the homes within the Planned Development, and to provide for the protection of the values of the entire development, the use of the residences shall be in accordance with following provisions.

- (a) Said property is hereby restricted to residential dwellings for residential use and dwelling shall contain a minimum finished heated floor area for all residences shall be a minimum of 1,400 sq. ft. The minimum first floor footprint for 1-1/2 and 2-story residences shall be a minimum of 1,000 sq. ft. All residences shall be constructed with a minimum of 90% brick exterior construction, and all residences shall provide a minimum 2-car enclosed garage. Carports and open parking pads shall not be permitted. Roofs shall be pitched at a minimum ratio of 8:12. All buildings or structures erected upon said Property shall be of new construction, and no buildings or structures shall be moved from other locations onto said Property, and no subsequent buildings or structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any portion of said Property at any time as a residence either temporarily or permanently.
- (b) Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants of record in the Chancery Clerk's Office, DeSoto County, Mississippi.
- (c) Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant to maintain, during the period or the sale of said Lots, upon such portion or the premises as Declarant deems necessary, such facilities, as in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the sale of said Lots, including, but without limitation, a business office, storage area, construction yard, signs, model units and sales office.

- (d) No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that a dog, cat, or other household pet may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Excessive numbers of pets shall not be kept, nor shall be permitted to roam freely within the Properties.
- (e) No advertising signs (except one or not more than ten (10) square feet "for rent" or "for sale" sign per lot), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activity of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction, sales or maintenance of any home or building, if any, of Declarant, its agents and assigns during the development and sales period of Lots in the Planned Development.
- (f) All equipment, garbage cans, Service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of adjoining landowners or neighboring streets. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. All exterior mechanical equipment and any other exterior obstructions are specifically prohibited from placement in either side yard of the residence, and must be placed to the rear of the home. No add on window air conditioner units shall be allowed.
- (g) Without prior written approval and the authorization of the Architectural Committee, no exterior television, radio, or other antenna of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property nor upon any structure situated upon Property.
- (h) No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.
- (i) Grass, weeds, vegetation and debris on each Lot shall be kept mowed and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris and plants which die shall be promptly removed from such lots. Until a residence constructed on a lot is sold to a Home Owner, Declarant, at its option and its discretion, may mow and have dead trees siltation, and debris removed from such lots, Common Area, if any, and the owner of such lot shall be obligated to reimburse Declarant for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.
- (j) No obnoxious or offensive trade or activity shall be carried on upon any lot in this Planned Development nor shall anything be done thereon which may be or become an annoyance or nuisance to the Planned Development or other lot owners.
- (k) No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner is ready to commence improvements. Building materials shall not be placed or stored in the Common Area, if any, or street or between the curb and property lines.
- (l) There shall be no violation of any rules which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the by-Laws authorized to adopt such rules.
- (m) No recreational vehicle (RV or Motor Home), boat, or any type trailer may be parked or stored on any Lot unless same is in a garage; however, a boat may be stored in the rear yard that is not seen from the outside. All passenger automobiles shall be parked either on the driveway or in a garage. No semi-truck or truck whose capacity exceeds 1 -ton or non-type trailer or flat bed trailer may be parked on any Lot or in the Common Areas, if any, streets or open spaces,
- (n) No motor vehicle or any other vehicle, including, but not Limited to, a boat, motor and boat trailer, lawn mower, tractor, etc., may be stored on any Lot for the purpose of repair of same; no A-frame or motor mount may be placed on any Lot nor shall any disabled or inoperable vehicle be stored on any Lot.
- (o) No storage building, shed, or other out building shall be allowed upon any lot, unless approved by the Architectural Committee.

- (p) No chain link fences shall be allowed upon any lot. Wooden or ornamental iron fences will be allowed upon approval of the architectural review committee and must be 6' in height.
- (q) No basketball goals shall be in any of the streets of the Planned Development at any time.
- (r) All exterior paint colors must be approved by the Architectural Control Committee.
- (s) No window mounted airconditioning units are permitted upon any home or structure situated upon the property.
- (t) All satellite dishes must be mounted to the rear of the house and not be visible from the street.

Article 7 Insurance

The Association shall keep all insurable improvements and fixtures of the Common Area, if any, insured against loss or damage by fire or other casualty for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable, including a policy of general liability insurance and directors and officers insurance. The Association may also insure any other property, whether real or personal, owned or maintained by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The Insurance coverage with respect to the Common Area, if any, shall be written in the name of and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.

- (a) In the event of damage to or destruction of any part of the Common Area Improvements, if any, the Association shall repair or replace the same from the Insurance proceeds available. If such insurance proceeds are insufficient to cover the costs or repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment against all Lot Owners to cover the additional cost of repair or replacement of the property damaged or destroyed.
- (b) All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to protect the Owner and to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

Article 8. Liability.

Absolute liability shall not be imposed upon Owners for damage to the Common Areas, if any or to the Lots, including improvements, of others where maintained by the Association, whether caused by themselves, their families, guests or invitees. Their liability shall only be that for which they would be legally responsible under the law of the State of Mississippi.

Article 9 General Provisions

- 9.01** **Enforcement** The Declarant, the Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or 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.
- 9.02** **Severability** Invalidity of any one or these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.
- 9.03** **Amendment** The covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot Owners Any amendment must be recorded and approved by the City of Olive Branch Planning Commission to be effective. "SUBJECT TO THE PRIOR REVIEW AND APPROVAL OF THE CITY PLANNING COMMISSION."

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DECLARANT RESERVES THE RIGHT FOR A PERIOD OF THREE (3) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND THIS DECLARATION IN WHOLE OR IN PART TO CONFORM THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL, AND FOR THE REQUIREMENTS OF ANY MORTGAGE LENDER., OR IF IN THE SOLE OPINION OF TILE DECLARANT AN MENDMENT IS REQUIRED TO INSURE THE ORDERLY DEVELOPMENT OF THE PROPERTY.

9.04 **Easements** The Declarant reserves and the Association shall be bound to convey to Declarant, or its designees, any easement requested by the Declarant for the development and maintenance of any portion of the Property, or proposed Common areas, if any, Furthermore, if ingress or egress to any residence is through the Common Area, any conveyance or encumbrance or such area is subject to that Lot Owners easement or rights or ingress and egress.

9.05 **Declarant's Reservation of Rights Respecting use of the Properties** Unless specifically required by the project text submitted to the City of Olive Branch, the Declarant shall not be obligated to improve, develop or subdivide any part or the Properties in any specific manner or time, or for any specific use, the Declarant. reserving unto itself, its heirs or assigns, all rights and privileges with respect to any portion of the Properties which it owns.

Declarant may delete from the operation of this Declaration any portion of the Properties owned by Declarant and not subdivided, or any portion or the properties owned by Declarant and within the boundaries of a recorded subdivision plat, provided that no Lots within such recorded subdivision plat have been conveyed by Declarant by warranty deed.

9.06 **FHA/VA Approval** As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing administration or the Veterans Administration.

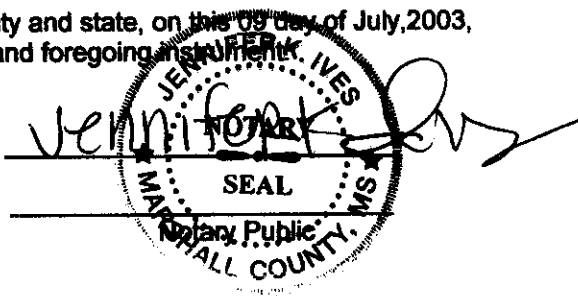
ACKNOWLEDGMENT

State of Mississippi,
County of DeSoto

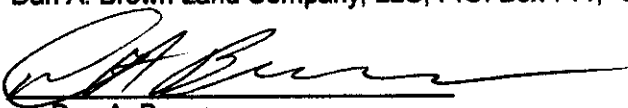
Personally appeared before me, the undersigned authority in and for the said county and state, on this 09 day of July, 2003, within my jurisdiction, the within named acknowledge that he executed the above and foregoing instrument.

Commission Expires: _____ MY COMMISSION EXPIRES:
MARCH 22, 2010

Signed: _____



Prepared by: Dan A. Brown Land Company, LLC, P.O. Box 711, Olive Branch, MS 38654 Telephone: (662)895-9607

Signed by: 
Dan A. Brown