

**BY-LAWS
OF
GROVE PARK HOMEOWNERS' ASSOCIATION**

By-laws are the regulations necessary for the operational procedures of the Association, for governing its own local or internal affairs and its dealings with outside parties.

**ARTICLE I
POWERS AND PURPOSES**

SECTION 1. GENERAL: The purpose of this Association shall be to encourage and promote the general civic improvement and development of the Grove Park Subdivision in DeSoto County, MS. The powers of this Association are those set out in its Charter set forth by Mississippi. The provisions of the Charter shall control in event of any conflict of said provisions and any part of these By-laws.

SECTION 2. MANAGEMENT OF PROPERTY: This Association shall hold title to the common areas and other common property in the subdivision in trust for the use and benefit of its Members. However, in the event of the dissolution of the Association, the property of the Association shall revert to and become the property of its Members.

**ARTICLE II
NAME AND LOCATION**

The name of the corporation is Grove Park Homeowners' Association, Inc. hereinafter referred to as the "Association". Meetings of Members and directors may be held at such places within or without the State of Mississippi as may be designated by the Board of Directors. The principal or home office shall be 1074 Thousand Oaks Drive, Suite 1, Hernando, Mississippi 38632, until such time as the same is changed by majority vote of the Board of Directors. The corporation may also have an office at such other places as the Board of Directors may from time to time appoint, or as the business of the corporation may require.

**ARTICLE III
DEFINITIONS**

SECTION 1. "Association" shall mean and refer to the Grove Park Homeowners' Association, Inc., its successors and assigns.

SECTION 2. "Board" shall mean Board of Directors of the Grove Park Homeowners' Association, Inc., whose functions shall be carried out by the Developer until such time as the Association is organized and transferred to the Homeowners.

SECTION 3. "Bylaws" shall mean the Bylaws of the Association.

SECTION 4, "Committee" shall mean the Architectural Control Committee, whose functions shall be carried out by the Developer until such time as the Association is organized and transferred to the Homeowners.

SECTION 5, "Common Area" or "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties and any facilities or improvements now or hereafter placed thereon and intended to be devoted to the common use and enjoyment of the owners of the properties and that the Association owns and/or maintains..

SECTION 6, "Developer" shall mean Lifestyle Communities, LLC, or Lifestyle Communities, LLC's designee to carry out the duties and responsibilities of the Developer until such time as the Association is organized and turned over to the Homeowners.

SECTION 7, "Improvement" shall mean all buildings, outbuildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility poles and lines and any other structure of any type or kind. Improvements to be placed on any building site require the approval of the Committee.

SECTION 8, "Living Area" shall mean those heated and/or air-conditioned areas, which are completely finished as a living area, and shall not include garages, carports, porches, patios, or storage areas.

SECTION 9. "Lot" shall mean and refer to any plot of land upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined, upon which a residence may be constructed.

SECTION 10. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding, any applicable theory of mortgage or deed of trust shall not mean or refer to the mortgagee or trustee unless and until such mortgagee or trustee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.

SECTION 11. "Member" shall mean each owner, corporate or otherwise, of any interest in land in the Grove Park Subdivision shall have a membership in Grove Park Homeowners' Association, Inc., a non-profit corporation.

SECTION 12. "Paid-up Member" shall mean and refer to all those lot owners whose dues and assessments are current, giving them voting privileges and the right to use the Common Properties.

SECTION 13. "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to the By-laws and jurisdiction of the Association, as herein provided.

ARTICLE IV **MEMBERSHIP**

SECTION 1. ELIGIBILITY: Each owner, corporate or otherwise, of any interest in land in the Grove Park Subdivision shall have a membership in the Association, a corporation created for the purpose of owning and maintaining the common areas and enforcement of the covenants and restrictions, which membership is subject to the By-laws and other rules and regulations thereof. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No owner, whether one or more Persons, shall have more than one membership per Lot.

SECTION 2. RIGHTS OF MEMBERSHIP: The rights of membership are subject to the payment of annual dues assessments and/or special assessments levied by the Association, the obligation of which assessments is imposed against each owner and become a lien upon the property against such assessments made. During any period in which a Member shall be in default in such payment of any annual dues or assessments levied by the Association; the voting rights and right to use the Association's facilities of such Member shall be suspended by the Board of Directors until such dues and assessments have been paid. Such rights of a Member may also be suspended for a specified period of time for violation of any part of the Charter, Covenants, By-laws, or any rules and regulations established by the Board of Directors governing the use of the Common Properties and facilities. Except for non-payment of Association dues with respect to determination of quorum and voting rights, proper notice shall be given before membership is suspended.

SECTION 3. TERMINATION OF MEMBERSHIP: Membership in this Association shall be terminated by:

- (a) Death of a Member.
- (b) Resolution of the Board of Directors for failure to pay within ninety (90) days of the due date, dues or assessments assessed by the Association.
- (c) Resolution adopted by a two-thirds vote at a meeting of the Association for violation of any provision, requirement, covenant, limitation, restriction or condition of the subdivision plat of any original Warranty Deed to his/her lot, or of the By-laws, Charter of Incorporation, law, or other rules and regulations pertaining to this Association.

Upon termination of membership, a lot owner shall have no further right or privilege to the use or enjoyment of any common areas or other property or facilities of the Association.

SECTION 4. VOTING RIGHTS: A "paid-up" Member shall be entitled to one vote for each Lot in which they hold the interests required for membership in ARTICLE IV, Section 1. When more than one Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be

suspended in the event more than one Person seeks to exercise it. The vote of the Owners representing a 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 provision of the statute or of the Corporate Charter, or the Declaration of Covenants and Restrictions, or the Bylaws, a different vote is required, in which case such express provision shall govern and control. But in no event shall more than one vote be cast with respect to any such Lot.

SECTION 5. CORPORATE OWNERS: Corporate owners have membership and voting rights in the Association.

ARTICLE V **MEETING OF MEMBERS**

SECTION 1. ANNUAL MEETING: The annual meeting of the “paid-up” Members shall be held on **the second Tuesday in October** of each year at a time and place designated by the Board of Directors. If the day for the annual meeting of Members shall fall upon a holiday, the meeting shall be held on the following Tuesday.

SECTION 2. SPECIAL MEETINGS: Special meetings of the Members of the Association may be called from time to time by the Board of Directors or upon petition of Members representing not less than 20 percent (20%) of the votes eligible to be cast. The Members shall receive not less than ten (10) days notice of any special meeting, beginning with the date of mailing the notices. Notice by mail to the usual mailing address shall be sufficient notice. If a petition with the required number of signers is presented to the Board of Directors requesting a call of a special meeting of the Members, it shall be mandatory upon the Board of Directors to call such meeting for the purpose stated in the petition at the earliest convenient time and place, provided not less than ten (10) days notice shall be given the Members as provided above. Every call for a special meeting must state the matters to be considered at such meeting and only the matters named in the notice may be considered at such meeting.

SECTION 3. QUORUM: At all meetings of the Members, twenty percent (20%) of the votes eligible to be cast shall constitute a quorum, and a majority of the Members present shall decide any questions at all meetings, except on the question of:

- (a) Change of lot Assessment, which requires a sixty percent (60%) majority vote of a quorum of the Members voting in person or by proxy at a meeting called for this purpose,
- (b) Expulsion of Members for any reason, which requires a two-thirds (2/3) vote of a quorum of the Members voting in person or by proxy at a meeting called for this purpose, and
- (c) Amending By-laws, requires a two-thirds (2/3) vote of a quorum of the Members voting in person or by proxy at a meeting called for this purpose.

Written Proxies shall be counted on quorum and on all matters considered at meetings of Members, and shall be valid only when voted by the Members of this Association.

Clarification of procedure: Written Proxies shall be counted on quorum and on all matters considered at meeting of the Members and shall be valid only when (1) voted by the Members of this Association, (2) used only by Members eligible to vote, and (3) voted by an authorized Member or Board member specified by the person using the proxy vote. Where no specified persons are designated, the proxies will be divided equally among members of the Board of Directors and voted at their discretion.

Prior to the meeting, the Treasurer must inform the Board of the number of Members who are eligible to vote. They will be given one vote marker for each lot owned that has all dues/assessments paid. The Secretary is to check all Written Proxies for validity prior to the beginning of the meeting.

The Secretary is to record in the meeting Minutes (1) the total number of eligible votes, (2) the number of Written Proxy votes presented, and (3) the number of eligible votes present at the meeting. A sample Proxy has been attached as Exhibit "A".

SECTION 4. ORDER OF BUSINESS: The order of business at the annual meetings of Members, as far as practical, shall be

- (a) Call to order
- (b) Proof of quorum
- (c) Reading and action on minutes of last meeting
- (d) Election of Directors
- (e) Committee Reports
- (f) Unfinished Business
- (g) New Business
- (h) Adjournment

ARTICLE VI
BOARD OF DIRECTORS: SELECTION – TERM OF OFFICE

SECTION 1. MEMBERS: The affairs of this Association shall be managed by a Board of Directors comprised of the officers in accordance with Article XI and members-at-large for a total of five (5) Members, who must be paid-up Members, and in accordance with ARTICLE IV, Section 1 above. Representatives of corporate Members are eligible to be Members of the Board of Directors. Notwithstanding this provision, the Developer reserves the right to name two (2) members of the initial three (3) member Board of Directors of the Association. These members shall serve until such time as the Association is organized and transferred to the Homeowners. Any lots owned by the Developer shall have (5) votes per lot.

SECTION 2. SELECTION At the first annual meeting of the homeowners after the Association is transferred from the Developer to the homeowners, the Members shall elect

Five (5) Directors, three for a term of two (2) years; two for a term of one (1) year. At each subsequent annual meeting, the Members will elect Directors to replace those directors whose terms are then expiring, who will serve for two-year terms. The intent of this provision is to establish a staggered Board of Directors. The term of office for a Director elected at an Annual Meeting commences upon the conclusion of the Annual Meeting.

SECTION 3. DISCHARGE OF DIRECTORS: Any Director may be discharged by the Members of the Association at any special meeting called for that purpose or at any annual meeting of the Members and immediately elect the successor of any Director so discharged to serve the remainder of the term.

SECTION 4. COMPENSATION: No Director shall receive direct compensation for his/her services as a director of the Association. However, any Director may be reimbursed at the discretion of the Board for his/her actual expenses incurred in the performance of his/her duties. Also, nothing herein shall preclude a Director from being employed by or holding ownership in any business entity contracting for other services not directly related to his/her services as a Director provided that the following conditions are met.

- (a) A minimum of three competitive bids must be received for the service to be rendered.
- (b) Subject Director must abstain from voting or participating in the bid selection process for which he/she/she has submitted a bid.
- (c) Remaining Directors must select the lowest qualified bid.

SECTION 5. ABSENTEEISM: Board members who miss two (2) consecutive meetings without good cause or notification shall be asked if they wish to continue as a member of the Board. If the Board member does not wish to continue, the Board member shall be replaced as provided in Article VIII Section 4.

ARTICLE VII **MEETING OF DIRECTORS**

SECTION 1. REGULAR MEETINGS: Regular meetings of the Board of Directors shall be held on the first Monday following the annual meeting of Members, and once each calendar quarter thereafter on the first Monday of the quarter, unless otherwise scheduled and notice provided. Should the first Monday fall on a holiday, the monthly meeting would be on the second Monday of the Month. All meetings of the Board of Directors shall be open to those Members of the Association in good standing.

SECTION 2. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when called by the President of the Association and shall also be called by the Secretary of the Association upon the written request of three Directors. No less than three (3) day's notice shall be given the Directors before call of any special meeting. Any business may be transacted at a regular or special meeting.

SECTION 3. QUORUM: A majority of the Members of the Board of Directors shall constitute a quorum, and not less than three Directors must concur on all final votes on matters considered.

ARTICLE VIII
NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. NOMINATIONS: A committee of three or more people shall be selected by the President at the third quarter Board meeting to assemble a slate of prospective directors to fill vacancies for the coming term.

The list of prospective candidates and a short resume of each candidate must be in the hands of the Secretary at least thirty (30) days prior to the annual meeting at which the election is being held.

SECTION 2. ELECTION: Election to the Board of Directors shall be by written ballot. At such election, Members may cast in respect of each vacancy as many votes as they are entitled to exercise under the provisions of the By-laws. The persons receiving the largest number of votes shall be elected. Proxy votes sent to the Association's Secretary will be divided as equally as possible amongst those Board Members present at the annual meeting and be so voted. Proxies sent to individual Members shall be voted by the Member. Nominations may also be made from the floor.

Eligible Members may either vote their own choice, or by signing the Proxy authorize a Board member, or a Member so designated by the Member, to vote the Members vote. Cumulative voting is not permitted. [Explanatory Note: When it is necessary to vote for more than one candidate on a ballot, a Member cannot put all his/her votes on one name i.e., three positions to fill, all choices/votes cannot go to just one candidate: e.g. 3 votes for John Doe.]

SECTION 3. CORPORATE MEMBERS: Corporate Members are eligible to be members of the Board of Directors.

SECTION 4. VACANCIES: When a director ceases to be a paid-up Member as defined by Article III, Section 7, ceases to own land in the Subdivision, resigns, or be discharged or suspended, his/her office shall be immediately vacated. Vacancies in the Board of Directors, created other than by vote of the Members, shall be filled by a majority vote of the remaining Directors and new the Director shall fill the vacancy until the next annual meeting of the Members.

ARTICLE IX
POWERS AND DUTIES OF BOARD OF DIRECTORS

SECTION 1. POWERS: The Board of Directors shall have the general supervision and control of the affairs of the Association and shall make all Standing Rules and Regulations consistent with the Charter, Covenants, and By-laws. They shall have the

management of the business and guidance of the employees and agents of the Association. The Directors shall have the active management to:

- (a) Propose and publish rules and regulations to govern the personal conduct of the Members and their guests thereon, and to pursue the enforcement of those rules and regulations.
- (b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved for the membership by other provisions for the Charter, Covenants, By-laws and Standing Rules. The Board of Directors does not have the power to move, or change, in use or location, any of the Common Properties unless it has been approved by the Members of the Association.

SECTION 2. DUTIES: It shall be the duty of the Board of Directors to

- (a) Cause to be kept a complete record of all its acts and corporate affairs, and to present the financial statement for the past year and the budget for the coming year at the annual meeting.
- (b) Collect the dues, assessments, or charges referred to in ARTICLE IV, Section 2, of these By-laws.
- (c) Supervise all agents, and employees of the Association to see that their duties are properly performed and to fix their compensation.
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a receipt setting forth whether or not his/her dues and assessments have been paid. If receipt states that dues and assessments have been paid, such receipt shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities or security responsibilities to be bonded, as it may be deemed appropriate; cost of said bond to be paid by the Association;
- (g) Cause the Common Properties to be maintained;
- (h) Charge a reasonable fee for issuance of extra copies of published material after date of first issuance.

SECTION 3. DEPOSITORIES: The Board of Directors shall select one or more banks to serve as depositories of the funds of the Association and shall determine the manner of receiving, depositing, and disbursing such funds, the form of checks, and the person or persons by signing such checks, and the form thereof at will. All checks will be signed and countersigned by the President and Treasurer. These officers shall be bonded and not be related by birth or by marriage.

SECTION 4. MORTGAGES: The Board of Directors shall have, upon approval by the membership, the authority to mortgage, encumber, hypothecate or pledge as security any assets of the Association when necessary to meet unusual expenses.

SECTION 5. INVESTMENTS: The Board of Directors shall deposit any funds of the Association not needed for current expenses in an insured savings account with any

state savings association or national bank. Any other investments shall require a vote of approval by a two-thirds (2/3) vote at a meeting of the membership.

SECTION 6. COVENANT ENFORCEMENT: The Board of Directors shall have the responsibility for enforcement of the Covenants and Restrictions, which duties may be delegated to a Covenants Committee, or management company serving as the Covenants Committee.

- (a) Apparent covenant violations - as reported by any source - must be submitted in writing to the Covenants Committee or Board to be referred for appropriate action.
- (b) If a violation cannot be resolved by the Covenants Committee the committee will refer the matter to the Board of Directors who will send a letter requesting compliance and/or submissions for approval.
- (c) If necessary, follow-up correspondence requesting immediate action will be sent. Possible sanctions include (i) suspension of the right to vote; (ii) suspension of the right to use the recreational facilities, or (iii) recordation of notice of covenant violation with the appropriate court; (iv) imposition of a fine on a per violation and/or per day basis; (v) commencement of legal procedures; (vi) correction of the violation by the association with all costs charged to the violator; and/or (vii) filing a lien for all fines and costs to correct the violation.

SECTION 7. COVENANT VIOLATION FINING PROCEDURE: The following provisions are established as Board of Director enforced remedies for violation of the Covenants and Restrictions and adopted rules and regulations of the Association by resident owners of lot improvements in the subdivision.

- (a) The governing body enforcing covenant violations will, upon learning of violation, mail an initial Notice of Violation letter to the violating resident specifying the alleged violation, detailing the action required to abate the violation, and warning of possible sanctions, including fine.
- (b) The violator must be given time, not less than ten (10) days, during which the violation may be abated without further sanction. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.
- (c) If the violation is not corrected, a Final Notice shall be mailed to the alleged violator. Again, the violator must be given time, not less than ten (10) days, during which the violation may be abated without further sanction.
- (d) At the expiration of this time, if the violation is not corrected, the violator shall be fined on a per day basis. The initial per day basis shall be \$25/day.
- (e) Once the violator has incurred fines totaling twelve times the per day dollar value, action must be taken to correct the violation. The initial fine cap shall be \$300.
- (f) Action can include, but is not limited to, lien filing, court action, suspension of common area access, and/or foreclosure.

ARTICLE X COMMITTEES

SECTION 1. COMMITTEES: The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

- (a) Committees may include, but are not limited to: Finance Committee; Nomination Committee; Architectural Committee; Hospitality/Welcoming Committee.
- (b) Committee Chairpersons, the Head of any operating committee should be a Member of the Board, or should be a person interested and knowledgeable in the workings of the committee and may appoint to his/her or her committee those eligible Members as he/she deem essential. A Committee Chairperson may be replaced by the Board of Directors for failure to carry out their assigned duty.

SECTION 2. COMPLAINTS: It shall be the duty of each committee to receive written complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. Subject to the approval of the Board of Directors, it shall dispose of such complaints and in such manner as the Board deems appropriate or refer them to such other committee, director, or officer of the Association as is further concerned with the matter presented. In so far as possible, written answers to complaints will be mailed to the complainant and copies filed with the Secretary.

ARTICLE XI OFFICERS AND THEIR DUTIES

SECTION 1. ENUMERATION OF OFFICERS: The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, or a Secretary-Treasurer. These Officers shall be Members of the Board of Directors.

SECTION 2. ELECTION OF OFFICERS: The election of the Officers and remaining Members of the Board shall take place among the Directors at the meeting of the Directors following the annual meeting of the Members. The official stationery of the Association shall reflect the Officer and At-Large Member positions and the same shall be posted for the benefit of the Association.

SECTION 3. TERM: The Officers of this Association shall be elected annually by the Board, and each shall hold office for one year (subsequent to establishment of the staggered Board during the first year of the Owners having responsibility for management of the affairs of the Association) unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve. Officers will serve until their successors have been duly elected.

SECTION 4. RESIGNATION AND REMOVAL: Any officer may be removed from office, with or without cause, by the majority vote of the Directors then in office. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignations shall take effect on the date of receipt of such notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 5. VACANCIES: A vacancy in any office shall be filled by a majority vote of the Board of Directors and the duly elected officer shall fill the vacancy until the next annual meeting of the Members.

SECTION 6. DUTIES: The general duties of the officers are as follows:

PRESIDENT:

- The President shall preside at all meetings of the Members and Directors.
- He/she may, and upon demand, as herein provided, call special meetings of the Members and Directors, and shall see that orders and resolutions of the Board are carried out.
- He/she shall perform any and all other duties as required of him/her by the Board.

VICE PRESIDENT:

- The Vice President shall act in the place and stead of the President in the event of his/her absence or disability, and shall exercise and discharge such other duties as may be required of him/her by the Board.

SECRETARY:

- The Secretary shall keep the minutes of all meetings and proceedings of the Board and of the Association.
- Shall serve notice of meetings of the Board and of the Members.
- Shall prepare the ballots and proxies for the annual elections.
- Shall keep appropriate current records showing the Members of the Association together with their addresses.
- Shall be responsible for all Association correspondence and committee reports and proper filing of such.
- Shall perform such other duties as required by the Board.
- The office of Secretary may be combined with the office of Treasurer, and duties of the office may be assigned to a management company upon approval of the Board but such duties so assigned overseen by the Secretary.

TREASURER:

- The Treasurer shall receive and deposit in appropriate bank accounts all dues and assessments of the Association.
- Shall keep separate accounts for dues and assessments, using dues for administrative operating expenses and assessments for Homeowners of the Common Properties of the Association.

- Shall disperse such funds as directed by resolution of the Board of Directors.
- Shall keep proper books of accounts.
- Shall cause an annual audit of the Association books to be made by a public accountant, or auditing committee, at the completion of each fiscal year.
- Shall prepare a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of this financial report to the Members.
- Shall assist the Board of Directors in preparation of the annual budget as requested.
- Shall, upon demand, at any time furnish to any owner liable for said dues and assessments, a receipt in writing signed by an officer of the Association, setting forth whatever said dues and assessments have been paid. Such receipt shall be conclusive evidence of payment of any dues or assessments therein stated to have been paid.
- The Treasurer shall keep a record of all Association properties, such as office equipment, grounds equipment, furnishings, etc., with an expected usable life of one year or more and costing twenty-five dollars (\$25.00) or more. This record shall also include any properties donated to or purchased by the Association and shall give the description, location, cost, expected life of item, etc.
- The office of Treasurer may be combined with the office of Secretary, and duties of the office may be assigned to a management company upon approval of the Board but such assigned duties overseen by the Treasurer.

ARTICLE XII FINANCES

SECTION 1, CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: The Owner, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance or a deed therefore, 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; (i) annual assessments or charges, and (ii) 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 the property at the time when the assessment fell due.

SECTION 2, PURPOSE OF ASSESSMENTS: The assessments provided for herein shall be used for the general purpose of promoting the recreation, health, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, including the maintenance of common real and personal property, and areas and other structures and walls including entry monuments, planted burms, and associated landscaping grass, lighting, irrigation and other amenities all as may be more specifically authorized from time to time by the Board of Directors.

SECTION 3, MAXIMUM ANNUAL ASSESSMENT: The initial assessment shall be Seventy-Five Dollars (\$75.00) until December 31, 2006. Commencing with the year beginning January 1, 2007 the maximum annual assessment for Owners shall be One Hundred Thirty-Five Dollars and No/100 (\$135.00) per lot, subject to approval by the Association.

(a) From and after January 1, 2007, the maximum annual assessment may be increased by the Board each year by not more that ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 2007, the maximum annual assessment may be increased above ten percent (10%) by a vote of sixty percent (60%) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

SECTION 4, 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 capital improvement upon the Common Area if any, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of members who are voting in person or by proxy at a meeting called for this purpose.

SECTION 5, NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER ARTICLE XII (SECTIONS 3 & 4): Written notice of any meeting called for the purpose of taking any action authorized under Article XII (Sections 3 & 4) shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, the Board may call another meeting subject to the same notice requirements provided herein, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6, 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.

SECTION 7, DATE OF COMMENCEMENT OR ANNUAL ASSESSMENT DUE DATE: The annual assessments provided for herein shall commence as to each Lot commencing on the day an Owner accepts a deed therefore, unless otherwise proved in Article XII (Section 1). 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 Board of Directors shall establish the due dates. 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.

SECTION 8, 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 an action at law against the Owner to collect the assessment or foreclose the lien against the property and the interest; costs and reasonable attorney's fees or any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for his Lot. The Owner of such 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.

SECTION 9, 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 assessments 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 assessments thereafter becoming due or from the lien thereof.

ARTICLE XIII
BOOKS AND RECORDS

The books, records, and papers of the Association shall be subject to reasonable inspection by a Member by an appointment with the Secretary or Treasurer. Copies of the Charter of Incorporation, Plat Book Covenants, Deed Covenants, printed copies of these By-laws and Standing Rules shall be made available, at a reasonable fee.

ARTICLE XIV
FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January each year.

ARTICLE XV
AMENDMENTS

These By-laws may be amended by at two-thirds (2/3) vote, a quorum being present, at any annual or special meeting called for that purpose. Proposed amendments require a thirty (30) day notice to all Members.

Mississippi Code Annotated 79-11-211 permits the mailing of written ballots. A written ballot cannot be revoked (to annul or by recalling or taking it back).

ARTICLE XVI
CONSTRUCTION

SECTION 1. CONFLICT: In the case of any conflict between the Charter of Incorporation and these By-laws, then the aforesaid Covenants, Limitations and Restrictions shall control.

SECTION 2. RULES OF ORDER: Robert's Rules of Order, Revised shall govern all deliberations of this Association and its Board of Directors, except as otherwise provided for by these By-laws, the Charter of Incorporation, or the Covenants.

ARTICLE XVII
LOT IMPROVEMENTS

SECTION 1. APPROVAL: In order to preserve a proper standard of design and to maintain a uniform quality of construction, no dwelling, accessory building, deck or fence shall be placed on any lot in Grove Park Subdivision by the owner thereof without the written approval by the Board of Directors, or if so delegated the Architectural Review Committee, of the plans, lay-out, and specifications, which are to be submitted in duplicate. "Architectural Change Request" forms are available from the Association Secretary and also a copy has been attached as Exhibit "B". Upon approval, one copy of all papers will be

returned to applicant; one copy placed in file by Association Secretary. One approved copy (for dwelling or accessory building) is to be taken by the lot owner to the DeSoto County Planning Commission, Hernando, Mississippi, where the lot owner will obtain the required County Building Permits.

Alterations to existing buildings, such as porch or carport enclosures, additions to existing buildings, etc. shall also require the same approvals as above. The rules shall not exceed the DeSoto County Zoning and Building Regulations.

SECTION 2. REPRESENTATIVE: The Board of Directors is authorized to designate a representative to act for it in the approval of plans and specifications for lot improvements. Said representative shall keep a record of

- (a) lot number
- (b) name, address, and phone number of lot owner
- (c) type of building, addition, or alteration
- (d) date turned in for Board approval
- (e) whether plans were approved or rejected
- (f) date returned to owner
- (g) date and number of building permit issued by the DeSoto County Planning Commission
- (h) maintain the files on the "Application for Building Approval" submitted by lot owners.

SECTION 3. GENERAL ARCHITECTURAL REGULATIONS: An Architectural Committee is hereby established for all Lots located within the Property. Until the Association is organized and turned over to the Owners, the Developer shall exercise, or cause to be exercised, the responsibilities of the Architectural Committee. Thereafter, the initial Committee shall consist of designees of the Board of Directors, such Committee to be composed of at least one (1) but no more than three individual Lot Owner(s). Except for the initial term, these individual(s) shall serve for a period of three (3) years unless they resign from the Committee by written notice to the Board of Directors of the Association. The initial appointments to the Committee shall serve one individual for one year, a second individual for two years, and a third individual for three years; thus establishing staggered terms for the members of the Committee. The Developer may, though is not required to, designate the first single year term representative. Upon the expiration of each individual's term, the replacement designee shall serve for three (3) years. Upon the expiration of a designee's term, or the earlier resignation of the above referenced designees, the Board of Directors of the Association shall then reappoint the unfilled positions on the Architectural Committee.

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. Any rule or regulation adopted by the Committee must also be adopted by a majority vote of the Directors. Homeowners have a right of appeal of any finding, determinations, rulings, order, or authorization to the Directors, such appeal to be made in writing to the Directors within ten

(10) business days of the Committee's issuance of such finding, determination, ruling, order or authorization.

It will be the objective of the Committee to reasonably and consistently consider each request for initial home approvals, changes to homes, or additions to properties or the common areas on a fair, balanced and equitable basis within the specifically defined, and deemed reasonable intent of the covenants and restrictions adopted for this Community. While not determinative in and of itself, any Homeowner proposal for additions to or changes to their property accompanied by an endorsement of such proposal by the surrounding and immediate neighbors shall be considered supportive by the Committee. These inter-neighbor exchanges and endorsements are encouraged by the Committee.

- (a) Architectural Standards: No exterior construction, alteration, addition, or erection of any nature whatsoever (including, without limitation, fences, pools, tennis courts, exterior lighting, tree houses and play equipment) shall be commenced or placed upon any part of the Community, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. 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 granted or permitted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee in its discretion to disapprove such plans specifications or any features or elements included therein if such plan, specification, features or elements subsequently submitted for use on any other Lot. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the Committee or its designee. The Committee or its designee may promulgate written guidelines for the exercise of this review.
- (b) Violation of Architectural Standards: 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 pursuant to Article IX Section 7 (a) and (b) (Notice of Violation) 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. If the Owner does not properly respond and comply with the provisions of the Notice of Violation within the response period, a Final Notice shall be sent to the Owner.

- (c) Final Notices and Remedies: In ten (10) days after the Final 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, in addition to other remedies provided in Article IX Sections 7 (d) – (f), through its agents and employees to enter upon 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 DeSoto County, Mississippi Chancery Clerk's Office.
- (d) Alternative Compliance: Notwithstanding the foregoing, upon receipt of the notice of violation, the Owner or Owners may (within five (5) business days of receipt of such notice of violation, submit the offending construction undertaken in violation of these architectural control provisions to the Committee for consideration of approval or modification to come within the architectural standards. The filing of a request for approval subsequent to and under a notice of violation shall serve to stay the removal or termination order until such time as the Committee has ruled on the submission, subject to the timelines defined immediately below.
- (e) Plan Review and Inspections: The Committee or its designee shall be the sole arbiter of such plans and specifications and may withhold approval on any reasonable basis, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Committee or its designee or the representative thereof shall have the right, during reasonable hours, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. If the Committee or its designee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, such plans and specifications will be deemed approved. However, all activities commenced pursuant to plans that have been deemed approved shall be consistent with such plans.
- (f) Conditions of All Approvals: As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Committee or its designee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successor-in-interest.
- (g) Liability: PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS,

AND BY APPROVING SUCH PLANS AND SPECIFICATIONS, THE BOARD, ITS MEMBERS, THE COMMITTEE, ITS MEMBERS, THE BOARD OR COMMITTEE'S DESIGNEE, AND THE ASSOCIATION DO NOT ASSUME LIABILITY OR RESPONSIBILITY THEREFOR, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. DECLARANT, ITS PARTNERS AND AFFILIATES, THE ASSOCIATION, THE BOARD, ITS MEMBERS, THE COMMITTEE, ITS MEMBERS, THE BOARD OR COMMITTEE'S DESIGNEE, AND THE OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES AND AGENTS OF ANY OF THEM, SHALL NOT BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS, BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREE THAT SUCH PERSON OR OWNER WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE ASSOCIATION, THE BOARD, ITS MEMBERS, THE COMMITTEE, ITS MEMBERS, THE BOARD OR COMMITTEE'S DESIGNEE, OR THE OFFICERS, DIRECTORS, MEMBERS SHAREHOLDERS, EMPLOYEES AND AGENTS OF ANY OF THEM, TO RECOVER ANY DAMAGES, AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION, ARISING OUT OF OR IN CONNECTION WITH ANY MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. ALL SUCH PERSONS AND OWNERS HEREBY WAIVE THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

ARTICLE XVIII

AUDITING

The Board of Directors shall bi-annually cause an audit to be made of the finances of the Association and shall make a written report to the Members at the annual meeting, and more often if required by twenty percent (20%) of the paid-up Members. This audit provision may be waived at each annual meeting of the Association upon majority vote of those attending.

ARTICLE XIX
LEGAL DOCUMENTS

Any legal document that is intended to change the effect, intent, or purpose of any of the Common Properties within the Grove Park Subdivision must be signed by the President and Vice President of the Association and attested to by at least two (2) other Board members.

Clarification of Procedure for Association Contracts: Within the scope of duties to manage the business of the Association, the Board of Directors may contract services of individuals or businesses to perform tasks necessary for the operation and improvement of the Association's common properties and for the management of the Association's business.

The Board member assigned to the chairmanship of the committee specific to the task being performed has a right to: (a) hire and execute a contract with the necessary agent after the Board has approved the proposed contract, (b) to supervise the agent's work to assure duties are properly performed, and (c) to sever the contract as specified within such written agreement if duties are not properly performed.

The Board of Directors shall determine the term of each contractual agreement prior to hiring of said agent and the amount of compensation for the contracted agent. All contracts are to be signed and dated by the agent and the appropriate Board member.

Each executed contract shall be kept on file as part of the records of the Association.

In witness thereof, these By-laws are executed on this the _____ day of _____, 2007.

President

Vice President

ATTEST:

Board Member

EXHIBIT "A"
GROVE PARK HOMEOWNERS' ASSOCIATION
PROXY FOR ANNUAL MEETING

I/we, (name), hereby designate (name) (address) to act on my/our behalf at the (annual/otherwise) meeting to be held on (date) at (location of meeting), Mississippi. I/we authorize (name) to exercise my/our vote on all matters which come regularly before the (annual membership/otherwise) at the (date) meeting as follows:

(Brief description of the next item to be voted on)

Date: _____

Signature: _____
(Lot owner)

Date: _____

Signature: _____
(Co-owner)

EXHIBIT "B"

APPLICATION FOR ARCHITECTURAL CHANGE

To: (Address)

From: _____
Address: _____
Subdivision: _____
Lot: _____

Directions: (Please print or type)

Please use area below to briefly describe all proposed improvements, alterations or changes to your property. Please include details by sketches, drawings, clippings, pictures, catalog illustrations and other data. Show location of item on your property on a copy of the survey.

Signatures:

Consent of at least four (4) property owners who are most affected because they are adjacent and/or have a view of your change is required. Should one of your neighbors disapprove, please indicate with the reason for their disapproval noted in the comments section. Their signatures indicate an awareness of your intent and do NOT constitute approval or disapproval by the Committee.

Name: _____
Address: _____
Lot: _____
Signature: _____

Name: _____
Address: _____
Lot: _____
Signature: _____

Name: _____
Address: _____
Lot: _____
Signature: _____

Name: _____
Address: _____
Lot: _____
Signature: _____

Owner's Acknowledgements:

I understand and acknowledge that:

1. nothing herein contained shall be construed to represent that alterations to land or buildings in accordance with these plans shall violate any of the provisions of building and zoning codes of the count to which the above property is subject. Further, nothing herein contained shall be construed as a waiver or modification of any said restriction.
2. no work on this request shall commence until written approval of the Architectural Control Committee has been received by me.
3. any construction or exterior alteration undertaken by me or in my behalf before approval of this application is not allowed: that, if alterations are made, I may be required to return the property to its former condition at my own expense if this application is disapproved wholly or in part and that I may be required to pay all legal expenses incurred.
4. any approval is contingent upon construction or alterations being completed in a workmanlike manner.
5. members of the Architectural Control Committee are permitted to make routine inspection.
6. a copy of this application will be returned to me after review by the Architectural Control Committee.
7. there are architectural requirements covered by the Covenants and a review board process as established by the Board of Directors.
8. the alteration authority granted by this application will be revoked automatically if the alterations requested have not commenced within 180 days of the approved date of this application and/or completed by any date specified by the Committee.
9. all proposed improvements must meet county codes. My signature indicates that these standards are met to the best of my knowledge. I understand that application for all required building permit(s) are my responsibility.
10. any variation from the original application must be resubmitted for approval.

Owner/Applicant Signature: _____

Co-Owner/Applicant Signature: _____

Date: _____

Attachments:

- (1) Sketch, photo, catalog illustrations, etc.
- (2) Copy of survey marked with change being requested

For Committee Use Only:

Date Received: _____ Approved: _____ Date: _____

Disapproved: _____ Date: _____

Comments:

EXHIBIT “C”
DESIGN GUIDELINES

Table of Contents

***APPLICATION INFORMATION**

***COMMUNITY ASSOCIATION GUIDELINES**

Guideline No. 1.	Patios and Walkways
Guideline No. 2.	Exterior Decorative Objects, Front Porch Flowers, Lighting, Etc.
Guideline No. 3.	Garden Plots
Guideline No. 4.	Play Equipment, Play House & Tree Houses.
Guideline No. 5.	Basketball Goals
Guideline No. 6.	Private Pools
Guideline No. 7.	Fences
Guideline No. 8.	Exterior Landscaping & Maintenance
Guideline No. 9.	Firewood
Guideline No. 10.	Decks
Guideline No. 11.	Exterior Building Alterations
Guideline No. 12.	Vehicles & Parking
Guideline No. 13.	Docks
Guideline No. 14.	Satellite Dishes

REQUEST FOR MODIFICATION REVIEW FORM

APPLICATION INFORMATION

1. The following exterior modifications, and only these modifications, do not require a Request for Architectural Change (“Form”) to be submitted if certain conditions are met:

- Patios (Guideline 1)
- Exterior Lighting and flag Poles (Guideline 2)
- Garden Plots (Guideline 3)
- Play Equipment (Guideline 4)
- Basketball Goals (Guideline 5)
- Children’s Wading Pools (Guideline 6)
- Ornamental Trees and Shrubbery (Guideline 8)
- Repainting with same color (Guideline 12)

2. A complete Form must be submitted through the Architectural Review Committee for all other types of modifications. **The verbal approval of any sales agent and/or association representative is not sufficient. All modification approvals must be in writing.** When plans are required, they must be submitted with the Form. A Form is attached to these guidelines. Additional Forms are available from the Board of Directors.

3. The Architectural Review Committee ordinarily meets once a month, except when a holiday postpones a meeting. Owners generally receive a response to their request within ten days after the meeting at which the request is considered.

GUIDELINE NO. 1

Patios and Walkways

1. Submission of a form for a patio is not required if:

- (i) The patio does not extend beyond the sidelines of the house and does not extend to within 10 feet of side property lines; and
- (ii) The patio does not exceed 6 inches above ground level at any point.

2. Submission of a Form for a walkway is not required if the walkway is located in the rear yard and:

- (i) The walkway does not extend beyond the sidelines of the house and does not extend within 10 feet of the side property lines; and
- (ii) The walkway does not exceed 4 inches above ground level at any point.

3. A Form must be submitted for patio covers, trellises, permanent seating, railing, and other items not enumerated above.

GUIDELINE NO. 2

Exterior Decorative Objects, Front Porch Flower Pots, Lighting, Etc.

1. A Form must be submitted for all exterior decorative objects, both natural and man-made. Exterior decorative objects include items such as bird baths, wagon wheels, sculptures, fountains, pools, antennas, flower pots, free-standing poles of all types, flag poles, and items attached to approved structures.
2. Except as provided below, a Form must be submitted for all exterior lights or lighting fixtures not included as a part of the original structures. A Form is not required if lights met the following criteria:
 - (i) Lighting does not exceed 12" in height;
 - (ii) The number of lights does not exceed 10; and
 - (iii) All lights must not exceed 100 watts, are white or clear, non-glare type and located to cause minimal visual impact on adjacent properties and streets
3. A form is not required to be submitted for a single flag pole staff attached to the front portion of a house.
4. Front doors and entry area decorations must be tasteful and in keeping with the style and colors of the house. Plants and flowers in pots must always be neat and healthy. Neatly maintained front porch flower pots (maximum of 4) that match exterior color containing evergreens/flowers do not require submission of a Form.
5. Objects will be evaluated on criteria such as sitting, proportion, color, and appropriateness to surrounding environment.

GUIDELINE NO. 3

Garden Plots

1. A Form must be submitted for garden plots unless all of the following conditions are met:
 - (i) The plot is located behind rear line of house.
 - (ii) The size of the plot is limited to 150 square feet or ¼ of the rear lot, whichever is smaller; and
 - (iii) The maximum height of plants is less than 4 feet.
2. All garden plots must be located behind the rear line of the house with the exception of cluster houses, houses set on lots at angles and houses on corner lots. These will be considered on an individual basis when a Form is submitted.

GUIDELINE NO. 4

Play Equipment, Play Houses, and Tree Houses

1. Except for lots adjacent to a lake, the Form is not required to be submitted for play equipment if the play equipment is located: (i) within the extended sidelines of house (ii) in the rear yard; (iii) within the screened fenced area of the rear of the house, if yard is fenced; and (iv) such that it will have a minimum visual impact on adjacent properties.

2. Metal play equipment, exclusive of wearing surfaces (slide poles, climbing rungs, swing seats, etc.) will generally be required to be painted to blend into the surrounding environment (earth tone colors comparable to dark green or brown).
3. A baseball backstop or similar item is not play equipment and must comply with the fence guidelines.

Play Houses

1. A form must be submitted for all play houses and tree houses.
2. Play houses and tree houses must be located where they will have a minimum visual impact on adjacent properties. In most cases, material used **must** match existing materials of the home and the tree house/play house may not be larger than 100 square feet.

GUIDELINE NO. 5

Basketball Goals

1. A Form is not required to be submitted if **all** of the following requirements are met; (i) goal backboard is perpendicular to primary street; (ii) backboard is white, beige, clear, or light gray; (iii) post is painted black; and (iv) written approval of any neighbor who may be impacted by play is obtained.
2. If free-standing or portable, one rectangular backboard guideline surrounding the hoop is permissible.

GUIDELINE NO. 6

Private Pools

1. A Form is not required to be submitted for children's portable wading pools (those that can be emptied at night) that do not exceed 18 inches in depth and whose surface area does not exceed 36 square feet.
2. Above-ground pools are prohibited.
3. A Form must be submitted for all in-ground pools.
 - (i) Appearance, height, and detailing of all retaining walls must be consistent with the architectural character of the house. Some terracing may be acceptable.
 - (ii) Preferred privacy fencing for lots with pools or spas should be consistent with the attached privacy fence exhibit.
 - (iii) Maximum pool area – 1,000 Sq. Ft.
 - (iv) Glaring light sources that can be seen from neighboring lots may not be used.
 - (v) Landscaping enhancement of the pool area and screening with landscaping is required.
4. A Form must be submitted for exterior hot tub and must be screened from adjacent properties and streets.

GUIDELINE NO. 7

Fences

1. A Form must be submitted for all fencing.
2. Chain link fences are prohibited.
3. All Forms must include the following information:
 - (i) Picture or drawing of fence type. Fence type should generally be Privacy, Split Rail or Picket designs.
 - (ii) Dimensions – The maximum height may not exceed 6 feet. The maximum span between posts shall be 10 feet. The minimum post size shall be 4 X 4 inches and must have 2 X 8 inch rails or three 2 X 6 inch rails per section.
 - (iii) Color – The fence must be natural (weather sealed) or appropriately stained.
 - (iv) Site Plan – A site plan denoting the location of the fence must accompany the Form. Fences shall not be located closer to any street than the rear edge of the home. However, on corner lots, the fence shall not be closer to any side street than the building line of lot.
 - (v) Crossbeam – Crossbeam structure shall not be visible from any street (must face inside toward yard).
4. A Form must be submitted for all dog runs. Dog runs must meet all fence guidelines.
5. If other fencing exists on the property, fencing for dogs must be of the same type.

GUIDELINE NO. 8

Exterior Landscaping and Maintenance

1. A Form is not required to be submitted for ornamental trees and shrubbery. However, a Form must be submitted for screen planting (row or cluster style) and property line plantings.
2. Each owner is responsible for removal of debris, clippings, etc. from the property line to the center of the street. All planting areas should be properly maintained at all times, and, after the first frost, all affected material should be removed. At the end of the growing season, all dead plants should be removed. It is suggested that the bare earth be covered with straw, mulch or similar cover to prevent soil erosion.
3. Forms must include a description of the types and sizes of trees or shrubs to be planted and a site plan showing the relationship of plantings to the house and adjacent dwellings.
4. Landscaping should relate to the existing terrain and natural features of the lot, utilizing plant materials native to the Southeastern United States. The amount and character of landscaping must conform to the precedent set in the surrounding community.
5. All mulched landscape beds must be covered with natural pinestraw, mulch, or wood shavings.

6. The preferred landscape bed edging is a neat 4"-6" deep trench. Other edging, if used, must be flush with the ground and be of a uniform type.

7. Each owner shall keep his lot and all improvements thereon in good order and repair including, but not limited to, seeding, watering, mowing, the pruning and cutting of all trees and shrubbery and the painting or other appropriate external care of all buildings and improvements. This should be done in a manner and with such frequency as is consistent with good property management and the precedent set in the surrounding community.

8. Outdoor storage of garden tools and hoses must be screened from view and kept behind shrubs. Any tools or items stored under a back deck or porch must also be screened from view.

GUIDELINE NO. 9

Firewood

1. Firewood piles are to be maintained in good order and must generally be located within the sidelines of the house and in the rear yard.

2. Woodpile coverings are allowed only if the cover is an earthtone color and the woodpile is screened from the view of street. For example, a tarp-covered woodpile may be located under a deck with shrubs planted around it.

GUIDELINE NO. 10

Decks

1. A Form must be submitted for **all** decks.

2. The Form must include:

- (i) A site plan denoting location, dimensions, materials, and color;
- (ii) In most cases, the deck may not extend past the sides of the home;
- (iii) Materials must be cedar, cypress, or No. 2 grade or better pressure treated pine, and
- (iv) Color must be natural or painted to match exterior color of home.

GUIDELINE NO. 11

Exterior Building Alterations

1. A Form must be submitted for all exterior building alterations. Building alterations include, but are not limited to, storm doors and windows, construction of driveways, garages, carports, porches, and room additions to the home. Repainting requires prior written approval only if the color is changed.

2. The original architectural character or theme of any home must be consistent for all components of the home. Once the character is established, whether it is traditional, contemporary, etc., no change may alter that character.

3. A Paint color change requires the following information:
 - (i) Paint sample or picture of paint color used in or approved for this community. The address of the home and community where color has been approved must be identified.
 - (ii) Area of home to be repainted
 - (iii) Photograph of your home and homes on ether side.
4. Storm windows and doors must be made of anodized bronze and anodized aluminum with baked enamel finish compatible with the primary and trim colors. The Form must contain the following information:
 - (i) Picture or drawing of all windows/doors on which storm windows/doors will be installed;
 - (ii) Picture depicting style of storm window/door to be installed; and
 - (iii) Color.
5. If County authorities make any changes to the plans as approved by the Architectural Review Committee, the owner must submit such changes for approval prior to commencing construction
6. Detached buildings will be considered only for lots of 1 acre or more. If the lot contains less than 1 acre, only attached storage will be considered.
 - (i) Detached buildings must be located within the extended sidelines of the home.
 - (ii) Detached buildings shall be limited to 500 square fit.
 - (iii) Detached buildings may not be used for workshops, garages, or any other purpose that may be deemed by the Covenants Committee to cause disorderly, unsightly, or unkempt conditions.
7. Owners are advised that a building permit will be required for certain exterior building alterations.
8. A Form must be submitted for all dog houses. All dog houses must be located where they will have a minimum visual impact on adjacent properties.

GUIDELINE NO. 12

Vehicles and Parking

1. No boat, trailer, camper, or recreational or any other type vehicle may be parked or stored in open view on residential property for longer than a 24-hour period.
2. All cars parked in open view and not in a garage must be operable, have a valid license and inspection sticker, and may not be unsightly.
3. No vehicle may be parked on any yard. As a general rule, parking of vehicles on the street is prohibited. Temporary parking (four hours or less) is allowed if not a nuisance to neighbors or impediment to traffic flow. Homeowners are responsible for guest access to other driveways and traffic.

GUIDELINE NO. 13.

Satellite Dishes

No transmission antennas or satellite dishes of any kind, and no direct broadcast satellite (“DBS”) antennas or multi-channel multi-point distribution service (“MMDS”) antennas larger than one (1) meter in diameter, shall be placed, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the board of directors or its designee. DBS and MMDS antennas and satellite dishes one (1) meter or less in diameter and television broadcast service antennas may be installed only if reasonably screened and located as approved by the board of directors or its designee and installed in accordance with the rules and regulations of the Federal Communications Commission and of the Association, both as may be amended from time to time. However, the Board reserves the right (but shall not be obligated to) erect any type and size of master antenna, satellite dish or other similar master system for the benefit of the Community. Each Owner and Occupant agrees to comply with this provision despite the fact that the erection of any individual outdoor antenna or similar device would be the most cost-effective way to receive the signals sought to be received.