

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLEASANT RIDGE SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Grove Partners, LLC, a Mississippi Limited Liability Company, hereinafter referred to as "Declarant", and

WITNESSETH:

WHEREAS, Declarant is the owner of lots 1 through 101 inclusive of Pleasant Ridge Subdivision, Olive Branch, Mississippi as recorded in Plat Book 94, Page 30 in the land records of DeSoto County, Mississippi. (the "Property"). *Sec 23 Township 1 South Range 7*

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 Pleasant Ridge Homeowners Association, Inc, a Mississippi non-profit corporation, its successors or assigns, which Association shall have as its members of 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 Pleasant Ridge Homeowners Association, Inc. 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 Grove Partners, LLC, its specific successors and assigns as designated in a document placed on record in the Chancery Court 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.
- 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 on record in the Chancery Clerk's Office, DeSoto County, Mississippi.

*City of OB Planning
7200 Pigeon Post
03*

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 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 or at least 2/3rds of the Class A members. If acquired, such Common Area shall be free and clear of all encumbrances.
 - (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 any 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 members 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 occur earlier.
- (i) 75% of the dwellings, are deeded to homeowners, or
 - (ii) Within three (3) years from conveyance of the 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 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 COVENANTS 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 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: 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 the 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 Two Hundred Dollars and No/100 (\$200.00) 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 that 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 (2/3) 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 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 votes or each class of members who are voting in person or by proxy at a meeting 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 the taking any action authorized under Sections 4.03 and 4.04 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.

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 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 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 or 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 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.

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 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 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 of 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 Remedies for Violation.

With the exception of improvements made by the Declarant, no structure of any kind or any fence or barrier shall be commenced, erected, placed, moved onto or permitted to remain on any of 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 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, 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 houses 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 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 specifications or any features or elements included therein if such plan, specifications, features or elements 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 any plans and specifications as herein provided within seven days after submission thereof, the same is 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 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 of alteration of any structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request or 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 of 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 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, other than lots designated as common area, shall be used except for private residential purposes. No Lot in the Planned Development shall be subdivided.

6.02 Design Standards and Restrictions

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 the following provisions.

- (a) Said property is hereby restricted to residential dwellings for residential use and dwellings shall contain a minimum of 1800 Square Feet of finished heated livable space in the case of one story dwellings and not less than 2200 Square Feet of finished heated livable space in the case of one and one-half story or two story dwellings with a minimum of 1600 Square Feet of finished heated livable space upon the first floor. All homes shall have enclosed double (or larger) garages with side load entrances with no garage

- doors facing any street except for corner lots. No open carports are allowed. The roof materials shall have a dimensional appearance. The exterior of the house shall be at least 70% brick construction with the other 30% being high grade vinyl siding, stucco, wood siding or such other material as the committee may approve. No dryvit stucco shall be allowed. All roof vents shall be the same color as the roof and shall be located on the rear of the house. All driveways and other concrete flatwork shall be washed concrete unless an alternate finish is approved by the committee. 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 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 temporary or permanently. All dwelling construction shall be completed within 18 months of the slab being poured.
- (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 or builders with Declarant's permission to maintain, during the period of the sale of said Lots, upon such portions of 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 they be permitted to roam freely within the Properties. Any vegetable gardening shall be only allowed in the rear of the dwelling.
 - (e) No advertising signs (except one or not more than five (5) 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 or commercial 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 the Declarant, its agents assigns or new home builders during the development and sales period of Lots in the Subdivision.
 - (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.
 - (g) No window air-conditioning or heating units shall be installed in any dwelling and all outside heating or cooling units shall be located to the rear or side of the dwelling and shall be screened from view from the street.
 - (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 or the Association 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, in the Common Areas or on any streets or open spaces.
 - (n) No motor vehicle or any other vehicle, including, but not limited to, a boat, motor home 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, garage or other out building shall be allowed upon any lot, unless allowed by the Architectural Committee and said buildings shall not be placed closer to the street than the rear of the house or side of the house in the case of corner lots. All such detached buildings shall be of the same architectural style and color as the main dwelling including roof materials. Wall materials may be siding in nature and painted the same color as the house or brick which is the same color as the house. No metal outbuildings shall be allowed. All personal property shall be kept and maintained in a proper storage facility or stored in the rear of the home. No unsightly accumulation of personal property and effects shall be permitted. No clothing, laundry or wash shall be aired or dried anywhere outside the dwelling unit.
 - (p) No chain link fences shall be allowed upon any lot. Wooden, masonry, ornamental iron or vinyl fences will be allowed upon approval of the Architectural review Committee. No fence or wall shall be placed on any lot nearer to any street than the minimum building setback line.
 - (q) All house utility connections shall be run underground from the property line to the connecting point of the house. All antennas and satellite dishes shall be placed in the rear of the dwelling and same shall not be placed to extend above the highest point of the house. Satellite dishes and antennas shall not be erected on the street side of the house except small satellite dishes may be placed on the street side of the house if there is no other location that will allow proper signal reception.
 - (r) No individual wells or water supply shall be permitted.
 - (s) All mailboxes shall be uniform and of an antique style wrought iron.

- (t) No exterior lighting shall be installed or maintained on any lot which is found to be objectionable by the architectural review committee.
- (u) All lot owners shall be responsible for maintenance of road ditches, drainage swales and drainage structures located upon their lot.
- (v) All lot owners shall be responsible for maintaining their dwelling and other structures in good repair and keep same safe, clean and orderly in appearance at all times and maintain such structures in an attractive manner.
- (w) Driveway culverts must be installed with headwalls and shall be of the size specified on the final plat of the subdivision. Each lot owner is responsible for the continued maintenance of the driveway culvert as well as the road side ditches.
- (x) Each lot owner will be responsible for and required to maintain adequate sediment and erosion control for their lot during and after the construction of the home. The site shall be stabilized as soon as possible after earthmoving on the site and the lot owner is responsible for keeping sediment contained on his/her lot at all times. Front and side yards must be solid sod but seeding is allowed in the rear yard. Two large deciduous trees shall be placed in each front yard.
- (y) Any special landscaping screens, berms, fences, entrance features and landscaping installed by developer shall be allowed to remain in place on any lot and shall not be removed. The association shall be allowed access to any lot to maintain said features.
- (z) No garage, either attached or detached may be converted to heated livable area except for builder showrooms in a model home provided that same are returned to use as a garage when the house is sold.

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 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 process 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 Assignment 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 Area, if any, or to no 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 covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.02 Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way 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 unless an instrument signed by not less than seventy-five percent (75%) of the lot Owners objects to said automatic extension. 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 to be effective. All amendments must be approved by the City of Olive Branch.

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 THE DECLARANT AN AMENDMENT 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 resident 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 Southaven, the Declarant shall not be obligated to improve, develop or subdivide any part of 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 of the Properties owned by Declarant and within the boundaries of a recorded subdivision plat, provided that no Lots within such recorded subdivision plat has been conveyed by Declarant by warranty deed.

9.06 FHA/VA Approval

As long as there is a Class B membership, any action which requires prior approval of the Federal Housing Administration or the Veterans Administration shall not be taken without said approval.

GROVE PARTNERS, LLC

BY: Lanier Hurdle
Lanier Hurdle, Member

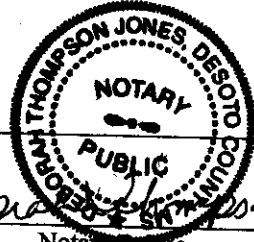
ACKNOWLEDGMENT

State of Mississippi,
County of DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, Lanier Hurdle, Member of Grove Partners, LLC who being duly authorized stated that he signed and delivered the above and foregoing instrument on this 26th day of September, 2005 as his act and deed.

Commission Expires _____
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 21, 2007
BONDED THRU STEGALL NOTARY SERVICE

Signed: _____


Deborah Thompson Jones
Notary Public

Prepared by: LANIER HURDLE 662-280-5000

Signed by: LANIER HURDLE
8770 North Creek Blvd
Southaven, MS 38671