

STATE OF MISSISSIPPI

COUNTY OF MADISON

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

DEERFIELD III

This Declaration of Covenants, Conditions, and Restrictions for Deerfield III ("Declaration") is made on _____, by Colonial/Jordan Partners, L.P., a Mississippi limited partnership ("Declarant").

The Declarant is the owner of certain real property situated in Madison County, Mississippi, and described in Exhibit A ("Property"), and desires to create and develop a residential community on the Property which may have designated common areas ("Common Area") and common facilities ("Common Facilities") for the benefit of the residential community. The Declarant desires to provide for the preservation of the values and amenities in, and the enhancement of the charm and beauty of, the residential community, and for the designation, administration and maintenance of the Common Area and Common Facilities, if any. Therefore, the Declarant desires to subject the Property, including any and all improvements constructed or to be constructed on the Property, to the covenants, conditions, restrictions, uses, limitations, obligations, easements, servitude, charges, assessments and liens contained in this Declaration which individually and collectively are for the benefit of the Property, each Owner and the Declarant. The Declarant intends to annex the real property described in Exhibit B ("Additional Property") to the Property and to subject the Additional Property to the provisions of this Declaration and the jurisdiction of the Association.

The Declarant desires the efficient preservation of the values and amenities in, and the enhancement of the charm and beauty of, the residential community. Therefore, the Declarant has delegated and assigned the certain powers and duties created by and in this Declaration to the Deerfield Homeowners Association, Inc. for the administration and maintenance of the Common Area and Common Facilities, if any, the administration and enforcement of the provisions of this Declaration, and the determination, collection and disbursement of the maintenance and special assessments and other charges (collectively "Assessments").

Now, therefore, the Declarant declares that the Property is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered, and improved subject to the provisions of this Declaration which:

- (i) are agreed and declared to be beneficial for and in aid of the development of the residential community and the improvement of the Property, and;
- (ii) shall be deemed to run with the title to and bind the Property, and;
- (iii) shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and to the extent herein allowed, specified or permitted each Person who has or acquires any interest in any portion of the Property or the improvements of the Property, including the Association, any Owner and any Person who hold such interest solely as security for the performance of an obligation or payment of a debt.

ARTICLE I DEFINITIONS

Section 1.01 - Definitions

For all purposes of this Declaration, the following words and terms shall have the meanings assigned in this Section 1.01 unless otherwise specified or the context requires a different construction.

"Additional Property" means the real property described in Exhibit B as modified from time to time, as permitted by Section 2.06.

"Assessment" shall mean the share allocated to a Lot and thereby the Owners of such Lot of the Association's:

- (i) maintenance Assessments;
- (ii) special Assessments, and;
- (iii) expenses, costs, charges and other amounts incurred with respect to either such Lot or the satisfaction, discharge or compliance with any obligations or duties of the Owners of such Lot as specified in this Declaration.

"Association" shall mean Deerfield Homeowners Association, Inc., a Mississippi non-profit corporation, and its successors and assigns.

"Board of Directors" shall mean the Board of Directors of the Association.

"Builder" shall mean any person who constructs any improvement upon a lot.

"Bylaws" shall mean the bylaws of the Association as amended from time to time.

"Charter" means the Charter of Incorporation of the Association, as amended from time to time.

"Common Area" shall mean all real property shown and designated on the Plat of each phase of development of the Property as a Common Area or "Green Space" which is owned or otherwise made available to the Association for the common use, benefit and enjoyment of the Owners.

"Common Facilities" shall mean all improvements and buildings, if any, constructed on any portion of the Common Area for the common use, benefit and enjoyment of the Owners.

"Declarant" shall mean Colonial/Jordan Partners, L.P., a Mississippi limited partnership, and its successors and assigns.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Deerfield III, as Supplemented from time to time.

"Developer" means the Declarant and each Person who is a successor in title from the Declarant with respect to any Lot, except the Association, and with the Declarant's permission it engaged in the business of the development, improvement and sale of any Lot, including the construction and/or sale of a Dwelling and related improvements or appurtenances on any Lot.

"Dwelling" shall mean any building or portion of a building located on the Property which is designed and intended for use and occupancy as a residence by a single individual or by a family.

"First Mortgage" shall mean a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against a Lot which has priority over all other mortgages, deeds of trust or similar encumbrances creating liens or encumbrances against such Lot.

"Governing Documents" shall mean this Declaration, all Supplementary Declarations, the Charter, Bylaws, and the resolutions adopted by the Board of Directors, as all the same may be

amended from time to time.

"Green Space" shall mean certain portions of Common Area intended to be maintained in a natural or landscaped condition for the enhancement and preservation of the natural, landscaped, scenic and recreational resources, soil and/or wetlands currently in evidence at the Property, including wildlife, fish and migratory birds. The Green Space is shown and designated on the Plat.

"Herein" shall mean in this Declaration.

"Invitees" shall mean an Owner's tenants, guests, patrons, employees or other guests or Invitees.

"Lot" shall mean each subdivided parcel, plot or tract of land constituting a portion of the Property which is shown and designated as a numbered lot on the Plat and is intended to be improved with a Dwelling, but does not include the Common Area.

"Mortgage" shall mean any Person who owns, holds or is the beneficiary of a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against any Lot and the improvements on such Lot, including, but not limited to,

- (i) a bank;
- (ii) a savings and loan association;
- (iii) a trust company;
- (iv) an insurance company;
- (v) a mortgage company;
- (vi) a trust;
- (vii) a mortgage insurance company;
- (viii) a mutual savings bank;
- (ix) a real estate investment trust;
- (x) a credit union;
- (xi) a pension fund;
- (xii) the Federal National Mortgage Corporation;
- (xiii) the Federal Home Loan Mortgage Corporation;
- (xiv) a recognized institutional type lender or loan correspondent;
- (xv) any agency or department of The United States of America or any state, county or municipal government;
- (xvi) a corporation, or;
- (xvii) an individual.

"Owner" shall mean the Declarant, so long as it is the record holder of an interest in the Property or the Additional Property, and the record holder, whether one or more Persons, of a fee or undivided fee interest in or to any Lot, including contract sellers, but excluding those Persons who hold an interest in a Lot merely as security for the performance of an obligation or payment of a debt.

"Person" shall mean an individual, a corporation, a general or limited partnership, an association, a trust, an estate or any other legal entity.

"Plans" means the plans, blueprints, drawings, specifications, and samples prepared by or for a Builder or a Owner in connection with the development or improvements of a Lot.

"Plat" shall mean the subdivision map or plat of the Property which has been or shall be filed for record in the office of the Chancery Clerk of Madison County, Mississippi. The Plat may be amended or supplemented, and includes any additional subdivision map or plat filed for record when and if any and all portion of the Additional Property is annexed to the Property pursuant to Article II.

"Property" shall mean:

- (i) all real property situated in Madison County, Mississippi, which is described in Exhibit A, and;

- (ii) any portion of the Additional Property which is added to the Property by annexation pursuant to Article II.

"Streets" shall mean the streets, roads, parking areas, curbs and sidewalks which will be dedicated to and accepted for maintenance and repair by Madison County, or such other governmental authority which may have, obtain or acquire the jurisdiction or obligation for such maintenance and repair.

"Supplement" means any amendment, modification, change or restatement of or to this Declaration.

"Water Area" means any creeks, streams, lakes, bays, coves, lagoons, canals or other natural or man-made waterways in, or abutting or contiguous to all or any portion of the Property.

ARTICLE II PROPERTY SUBJECT TO DECLARATION

Section 2.01 - *The Property*

The real property which is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered, and improved subject to this Declaration is the Property which is located in Section 19, Township 8 North, Range 3 East, Madison County, Mississippi, and is more particularly described in Exhibit A.

Section 2.02 - *Common Area*

After the Common Area is conveyed and is assigned to the Association by the Declarant, the Common Area shall be held and owned for the common use, benefit and enjoyment of the Owners. The designation of any portion of the Property as a Common Area or a Common Facility, if any, shall not mean that the public at large acquires any easement of use, benefit and enjoyment in or to the Common Area and Commons Facilities, if any.

Section 2.03 - *Phase Development*

The Declarant expressly has the option, right and privilege:

- (i) to annex any portion of the Additional Property to the Property, and;
- (ii) by or as a result of such annexation, to subject the annexed Additional Property to the provisions of this Declaration and the jurisdiction of the Association. The provisions of this Declaration shall not affect or apply to any portion of the Additional Property unless and until such portion of the Additional Property is annexed to the Property pursuant to the provisions of Section 2.04, except insofar as Declarant shall have voting rights pursuant to Section 3.03 for the Additional Property.

The Declarant shall not have the obligation, but only the option, right and privilege, to develop or annex any portion of the Additional Property. The Declarant expressly does not represent, warrant or guarantee to any Person that any portion of the Additional Property will be developed or will be annexed to the Property. By acceptance of a deed conveying any interest in a Lot, each Owner agrees, represents and warrants to the Declarant or other grantor that, in purchasing or otherwise acquiring such interest in the Lot, the Owner has not relied on any proposed, current or future development of any portion of the Additional Property or annexation of any portion of the Additional Property to the Property.

Section 2.04 - *Annexation Procedure*

To annex Additional Property to the Property as permitted by Section 2.03, the Declarant shall execute and file for record a Supplement which describes the portion of the Additional Property being annexed to the Property and the new, amended or revised description of the Property. The option, right and privilege of the Declarant to annex any portion of the Additional Property to the Property is subject to the following provisions:

- (i) The Declarant's option, right and privilege to annex Additional Property shall terminate and expire on January 1, 2025;

- (ii) The Declarant may annex all or a portion of the Additional Property or may annex any portion of the Additional Property at different times and in any sequence desired by the Declarant without regard to whether or not the portion of the Additional Property being annexed is contiguous or not contiguous to the Property, and;
- (iii) The Supplement shall extend the provisions and scheme of this Declaration to the Additional Property being annexed, but the Supplement may contain such complimentary additions to and modifications of the provisions of this Declaration as the Declarant determines to be appropriate or necessary for the different character or use, if any, of the Additional Property being annexed. Such complimentary additions and modifications shall not be generally or substantially inconsistent with the provisions of this Declaration, except as permitted by Section 5.07, relating to equitable adjustments, and otherwise shall not amend or modify the provisions of this Declaration.

Section 2.05 - *Effect of Annexation*

Upon the Supplement referred to in Section 2.04 being filed for record, the Additional Property described in the Supplement shall be annexed to the Property. Any and all Lots, the Common Areas and the Common Facilities, if any, including any Green Space in the annexed Additional Property shall be subject to the provisions and scheme of this Declaration and the jurisdiction, functions, duties, obligations and membership of the Association, including the Charter, the Bylaws and the rules and regulations promulgated or adopted by the Board of Directors. All Owners of Lots shall be granted the rights contained in Article IV to the Property as described after such annexation.

Section 2.06 - *Additional Property Modification*

At any time or times prior to January 1, 2025, the Declarant shall have the option, right and privilege, but not the obligation, to amend the description of the Additional Property, as contained in Exhibit B, to include other real property the Declarant now or in the future may own or acquire, within the vicinity of, but expressly without the necessity or requirement of being contiguous to, the Property or the Additional Property, of at such time or times the Declarant intends to develop such other real property in a manner consistent, compatible or in conformance with the Declarant's development of the Property, and to amend the description of the resulting new, amended or revised description of the Additional Property.

Section 2.07 - *Annexation Restrictions*

Except for the Property and the Additional Property as amended or revised pursuant to Section 2.06, other real property, after January 1, 2025, may be annexed to the Property and Additional Property under Section 2.06, or become subject to the provisions of this Declaration and the jurisdiction of the Association only by a vote of two-thirds of the voting power of each class of the Owners and such other consent as may be required under this Declaration.

Section 2.08 - *No Consent Required*

The Declarant shall not be required to obtain any consent or approval of any Owner or other Person, including any Mortgagee, to annex any Additional Property to the Property as permitted by Section 2.03 or to amend the description of the Additional Property to include other real property as permitted by Section 2.06. Each Owner, each Mortgagee and each other Person, including, but not limited to, each grantee, heir or devisee, personal representative, successor and assign of an Owner, Mortgagee or other Person, by acceptance of any deed, deed of trust, mortgage or similar encumbrance, shall be deemed to have expressly agreed and consented to:

- (i) each of the provisions of this Article II, and;
- (ii) the execution, to filing for record and provisions of any Supplement contemplated by this Article. II.

**ARTICLE III
AD VALOREM TAXES**

Section 3.01 - Owners

Each Owner shall be responsible for the payment of and shall promptly pay all ad valorem taxes assessed on or against his Lot and improvements on his Lot.

Section 3.02 - Association

The Association shall pay the ad valorem taxes assessed on or against the Common Area and Common Facilities and the Association's other assets.

**ARTICLE IV
PROPERTY RIGHTS**

Section 4.01 - Owners' Easements Of Enjoyment

Every Owner shall have a right and easement of enjoyment in and to the Common Area and Common Facilities which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (i) the right of the Association to levy reasonable admission and other fees for the use of any Common Facilities by the Owners and their families and Invitees. Any such fees shall be charged on a uniform basis for each Owner. No admission or other fees shall be charged or levied for the use of any Streets;
- (ii) the right of the Association to suspend any Owner's voting rights and any Owner's rights to use the Common Area and Common Facilities for any period during which any Assessment remains unpaid and for any period not exceeding 60 days for any infraction, breach or violation of any rules and regulations of the Association. The rights of the Owners to use the Streets may not be suspended by the Association for any reason whatsoever;
- (iii) the right of the Association to dedicate or transfer all or any part of the Common Area and Common Facilities to any governmental agency or authority or any utility for such purposes and subject to such conditions as may be determined by the Board of Directors;
- (iv) in accordance with the Charter and the Bylaws, the right of the Association to borrow money to repair, maintain or improve all or any portion of the Common Area and Common Facilities in a manner designed to promote the enjoyment and welfare of the Owners, and in connection with any such loan to subject all or any portion of the Common Area and Common Facilities to the liens or deeds to trust or other security interests. The Association shall not borrow money or subject all or any portion of the Common Area or Common Facilities to the lien of a deed of trust or other security interest unless approved by Owners representing at least two-thirds of the voting power of each class of Owners;
- (v) the right of the Association to take any action permitted by this Declaration as is reasonably appropriate or necessary to prevent a default of any of the Association's obligations or to protect the assets of the Association against or from foreclosure or enforcement of any security interest by a creditor;
- (vi) the right of the Association to adopt reasonable rules with respect to the use of the Common Area and Common Facilities and to limit the number of Invitees who may use any portion of the Common Area and Common Facilities;
- (vii) the right of the Association to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any public or private utility lines or appurtenances to any governmental agency or authority or any utility, the Declarant or any other Person, provided that no such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the Owners to the use, benefit and enjoyment of the Common Area and Common Facilities;

- (viii) the right of the Association to open or permit the use of all or any portion of the Common Area and Common Facilities to a wider group of Persons for such purposes and on such basis or conditions as the Board of Directors may, from time to time, consider appropriate;
- (ix) the rights of the Owners to perpetual easements over and upon any of the Common Area and Common Facilities for such portions of their Dwellings that may overhang or otherwise encroach upon any of the Common Area or Common Facilities for:
 - (a) support;
 - (b) necessary repairs and maintenance;
 - (c) maintenance of reasonable ingress and egress to and from any Dwelling through and over the Common Area and Common Facilities, if any;
- (x) the right of each owner to use the streets, roadways, sidewalks and vehicular parking areas situated upon the Common Area and Common Facilities, provided that each Owner shall comply in all respects with all rules and regulations not inconsistent with the provisions of this Declaration which the Board of Directors may, from time to time, adopt or promulgate with respect to parking and traffic control upon the Common Area and Common Facilities;
- (xi) the right of the Declarant to dedicate or grant to any governmental authority having jurisdiction over the Property, the streets, roads, parking areas, sidewalks and/or rights-of-way as shown and designated on the Plat. In the event that such streets, roads, parking areas, sidewalks and rights-of-way have not been dedicated by the Declarant, then the Association shall have the right to dedicate such streets, roads, parking areas, sidewalks and rights-of-way to any governmental authority which will accept such dedication and agree to maintain or repair the streets, roads, parking areas, sidewalks and/or rights-of-way as public streets;
- (xii) the right of the Association to temporarily restrict the use, benefit and enjoyment of certain portions of the Common Area and Common Facilities, and;
- (xiii) the right of the Association to maintain guarded or electronically monitored gates to restrict or monitor vehicular access to and from the Property on private streets and roads located or situated in or on the Common Area.

Section 4.02 - *Rights Not Subject To Suspension*

The Association shall have no authority to either temporarily or permanently suspend any of the rights specified in Section 4.01(i) and Section 4.01(x) for any reason whatsoever.

Section 4.03 - *Delegation Of Use*

In accordance with the Bylaws and subject to such reasonable rules and regulations as the Board of Directors may adopt or promulgate and uniformly apply and enforce, any Owner may delegate his rights to the use, benefit and enjoyment to the Common Area and Common Facilities to:

- (i) family owners who reside permanently with him;
- (ii) contract purchasers or tenants under authorized leases who reside on the Property, and;
- (iii) Invitees.

**ARTICLE V
ARCHITECTURAL REVIEW & CONTROL**

Section 5.01 - *Architectural Review*

The Declarant shall have sole authority for the review and approval of Plans for the construction of any new Dwelling on a Lot until such time as the Declarant notifies the Association in writing that it is delegating this review and approval authority to the Association at which time the Association shall assume such authority. The Association (not the Declarant) shall have authority for the review and approval of Plans or other requests for the construction of any improvement on a Lot other than a new Dwelling. The Declarant or Association having architectural review and approval authority pursuant to the terms of this

paragraph may be referred to in the remaining provisions of this Article V as the "Authorized Reviewer".

Section 5.02 - General Requirements

Except for the purposes of proper maintenance and repair, no buildings shall be commenced, erected, constructed, or permitted to remain on any portion of the Property, including any Lot, until after compliance with the review process of this Article V and approval of the Plans by the Authorized Reviewer. The Builder or Owner, at its expense, shall complete and submit to the Authorized Reviewer two complete sets of Plans for review by the Authorized Reviewer. The Plans shall provide for a first class structure, workmanship and materials and, if requested by the Authorized Reviewer, shall include:

- (i) building plans at a reasonable scale and building specifications, which shall include the location, nature, shape, height, materials, color and finish of materials, type of construction, floor plans and elevations, details of exterior wall construction and other exterior features, gross square footage and other characteristics of the improvements and other information required or specified by the Authorized Reviewer;
- (ii) a site plan at a reasonable scale which shall show the location of all:
 - (a) improvements;
 - (b) pedestrian walkways, vehicular circulation and parking areas, and;
- (iii) landscape plan;
- (iv) a statement by the Builder or Owner's architect and engineer or, if none, by the Builder or Owner that the proposed construction complies with all applicable building and zoning codes and regulations and this Declaration, including all building codes, and;
- (v) a construction time table or schedule, including anticipated completion date.

The Authorized Reviewer may require whatever it deems necessary of the Builder or Owner in order to properly review plans including, but not limited to, the items listed above. This in no way implies that the Authorized Reviewer must require all of the items listed above from each Builder or Owner.

Until after compliance with the review process of this Article V and approval of the Plans by the Authorized Reviewer, no Builder or Owner shall construct any buildings, walks, driveways, or other improvements on any Lot.

Section 5.03 - Review Process

Within 10 business days after receipt of all of the Plans, the Authorized Reviewer shall review the Plans and shall either approve or disapprove all or any portion of the Plans. Written notice of such decision shall be given to the Builder or Owner, and such notice shall specify the reasons for any disapproval. The Authorized Reviewer's right to disapprove the Plans shall be limited to:

- (i) the failure of the Builder or Owner to include information required by, or otherwise satisfy the requirements of, this Article V or other provisions of this Declaration;
- (ii) objection to the design, general massing, color, materials or development of any proposed building or improvements which the Authorized Reviewer determines to be incompatible with the existing or surrounding structures on, or the topography and conformity with the design concept of or for, the Property;
- (iii) objections that the Plans do not provide for first-class structure, workmanship or materials;
- (iv) Failure to provide a landscape a landscape plan which is consistent with the quality, development or design of the Property, or;
- (v) any other reason or reasons which are not arbitrary or capricious, including, but not limited to, aesthetic considerations.

If any portion of the Plans are not approved, the Builder or Owner shall amend and modify the Plans to conform to the requirements of, and to cure any objections made by, the Authorized Reviewer for review and approval or disapproval. The Authorized Reviewer's right to

disapprove the amended and modified Plans shall be confined to:

- (i) the portion of the Plans not previously approved;
- (ii) new matters not disclosed by or included in the Plans previously submitted;
- (iii) matters which do not satisfy the requirements of this Article V or other provisions of this Declaration.

If the Builder or Owner desires to materially modify or change the Plans after approval of the Plans, but not including modifications or changes of or to the interior design, then the Builder or Owner shall submit two complete copies of such proposed changes to the Authorized Reviewer for review and approval or disapproval.

If the Authorized Reviewer shall fail to approve or disapprove the Plans, amended and modified Plans and/or proposed modifications or changes to the Plans within 30 business days after receipt of the Plans, then such approval shall not be required, and the Plans, amended or modified Plans or proposed modifications or changes to the Plans will be deemed to have been approved by the Authorized Reviewer.

The decisions of the Authorized Reviewer shall be final.

The Builder or Owner will be responsible for the payment of reasonable charges established by the Board of Directors, from time to time, for the Authorized Reviewer's review of the Plans or amendments, modifications or change to Plans. The Authorized Reviewer shall retain one copy of the Plans as approved or disapproved in the Association's permanent records and shall return to the Builder or Owner one copy of the Plans, as approved, marked or stamped with such approval.

In addition to the provisions of this Article V, the Builder or Owner shall comply with all building codes.

Section 5.04 - Disclaimer

The Declarant and/or Association shall not be liable to any Owner or to any other Person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such Owner or other Person arising or resulting from or in any relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Declarant and/or Association or public authorities, whether given, granted or withheld. No approval of Plans and no publication of architectural standards or bulletins shall be construed either to represent, guarantee or imply that such Plans or architectural standards will result in a properly designed Dwelling or other improvement, or to represent, guarantee or imply that any Dwelling or other structure or improvement will be built or constructed in a good, workmanlike manner. Approval of any particular Plans shall not be construed as a waiver of the right of the Declarant and/or Association to approve or disapprove all or any portion of the Plans if such Plans are subsequently submitted for use in any other instance.

Section 5.05 - Rules And Regulations

The Board of Directors may:

- (i) adopt and promulgate such rules and regulations regarding the construction or alternation of any structure or improvement and the form and content of Plans to be submitted to the Association for review and approval or disapproval, and;
- (ii) publish and/or file for record such statements of policy, standards, guidelines, and establish such criteria relating to architectural styles or details, colors, sizes, setbacks, material or other matters including the use and application of fertilizers, pesticides and other chemicals and the preservation of such aesthetic values and characteristics and amenities, as may be considered necessary criteria shall be construed as a waiver of any provision of this Article V or any other provision or requirement of this Declaration.

Section 5.06 - Limitations

Construction in accordance with approved Plans shall be commenced within six months after approval, whether by affirmative action or by forbearance from action, and shall be substantially

completed either within six months after construction commences, or within such period as the Authorized Reviewer shall specify in the approval of the Plans. If construction is not commenced or is not completed as required in this Section 5.06, then approval of the Plans shall be conclusively deemed to have lapsed and compliance with the provisions of this Article V shall be required again.

Section 5.07 - *Parking Requirements*

All buildings and other structures and improvements shall be designed, located and constructed so that all vehicles entering upon any Lot shall be parked, maneuvered, loaded or unloaded entirely or completely on such Lot. All driveways and parking areas shall be equivalent to or better than concrete, unless otherwise approved by the Authorized Reviewer. No parking on streets shall be permitted.

Section 5.08 - *Storage Area*

Outside storage areas shall be fenced or screened to provide substantial screening to a minimum height of five feet. The provisions of this Section 5.08 shall apply to all trash or garbage storage, mechanical and similar or other storage buildings and structures not directly connected to the Dwelling or main building structure. Metal buildings are prohibited unless veneered with masonry, wood or other approved material on the exterior with decorative treatment of front elevations. Trash or garbage storage areas are required and must be in an adequate size and proportional to the building on the Lot.

Section 5.9 - *Landscape Requirement*

Unless otherwise approved by the Authorized Reviewer, the required landscape plan shall provide for detailed landscaping of the entire Lot, except the portion of the Lot occupied by building structures, driveways, walks and other improvements.

Section 5.10 - *Utility Lines*

All telephone, electrical, cable television and other similar lines located outside and between any building and any power transmission or other lines shall be underground and shall conform to existing electrical codes.

Section 5.11 - *Drainage Requirements*

Each Owner and Builder is obligated and required to find and understand the established drainage waterways adjoining his Lot and to provide appropriate drainage and/or drainage structures to insure that no drainage way will be restricted, obstructed, or adversely impacted. The Owner or Builder shall develop the Lot to direct as much drainage as possible away from the Lot into the street and/or drainage easements and shall impact, as little as possible, any adjacent lots with his drainage.

Section 5.12 - *Signs*

Except as permitted by Article VIII, no sign of any kind shall be exhibited in any way, on or above any part of a Lot.

Section 5.13 - *Building Sizes And Locations*

Exclusive of porches and garages, the living area of the Dwelling, main house or residential structure constructed on a Lot shall not have less than the following square feet heated and cooled living area:

- (a) Lots 79 through 124, not less than **1,800** square feet;
- (b) Lots 31 through 78, not less than **2,100** square feet;
- (c) Lots 18 through 22, not less than **2,300** square feet;
- (d) Lots 1 through 3, 26 through 30 and 125 through 139, not less than **2,600** square feet;

Setbacks are as designated on the recorded plat. Due to the natural terrain, significant trees, Lot configurations and/or proximity of adjacent structures, the Authorized Reviewer may require setbacks greater than the established setbacks when it deems the greater setback to be beneficial to a specific homesite or to adjacent homesites.

Section 5.14 - Sidewalks

Each Builder or Owner shall be required to construct, at the Owner's cost and expense, a sidewalk along and across the portion of the Lot or the right of way of such Lot which adjoins or abuts any street. The sidewalk shall conform to Madison County regulations and requirements of the Authorized Reviewer.

Section 5.15 - Fences

Fences must be approved by the Association in writing prior to construction.

Section 5.16 - Exterior Appearances

No foil or other reflective materials shall be permitted on or over windows. No projections of any type shall be placed or permitted above the roof of any improvement except chimneys or vents or other objects approved by the Authorized Reviewer.

Chimney's must be covered by masonry or stucco. No siding materials are allowed.

As required by Section 5.08, each Owner shall provide a screened area to serve as a service yard and a storage area for trash or garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clothesline, and other similar or unsightly objects in order to conceal such objects from view from the roads and adjacent Lots and the Common Area. Trash and garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground.

Section 5.17 - Pier And Curtain Wall Type Foundations

All Dwellings constructed on any Lot with a pier and curtain wall type foundation shall have a curtain wall extending around the entire house. No concrete or wood block curtain walls will be permitted.

Section 5.18 - Mailboxes

All mailboxes must be located and constructed exactly to the design and specifications provided by the Developer. The Builder or Owner is required to purchase the mailbox from the Developer if the Developer chooses to stock the mailbox for sale to Owners. If the Developer does not stock the mailbox, a source will be made available to the Owner.

Section 5.19 - Enforcement of Architectural Guidelines

In addition to its other powers under these Declarations or existing law, the Association shall be entitled to:

- (i) prohibit construction of any improvements on the Lot which the Declarant and/or Association has not given written approval;
- (ii) prohibit further construction of or compel removal or modification of improvements which are at variance or not in compliance with the plans approved by the Declarant and/or Association, in its sole discretion, determines that the variance is material, and;
- (iii) require compliance with all terms, provisions and requirements of this Article V as amended, from time to time.

Plans submitted in connection with an application for a building permit must bear a notation of approval by an authorized representative of the Authorized Reviewer. All Owners of Lots acknowledge, and a conclusive presumption exists, that no adequate remedy exists at law for a violation of the provisions of Article V herein, and that the threatened harm of a violation of such a violation exceeds any threatened harm to an Owner from not being able to construct improvements in violation of the Guidelines. The Association shall be entitled to recover its attorneys fee and other costs of enforcing compliance with the provisions of Article V herein.

ARTICLE VI
GREEN SPACE, WATERFRONT AREAS, AND GOLF FRONT AREAS

Section 6.01 - Intent

The Declarant intends that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence at the Property be maintained and enhanced by designation of certain areas of the Common Area as "Green Space" in this Declaration and on the Plat. No hunting or trapping shall be permitted on any portion of the Property at any time except for undesirable wildlife as authorized and approved by rules and regulations adopted and promulgated by the Association. The Declarant and the Association shall have the right, but not the obligation, to:

- (i) erect wildlife feeding stations;
- (ii) plant small patches of vegetation or other cover and food crops for wildlife;
- (iii) make access trails or paths or boardwalks through the Green Space and the Common Area to permit or facilitate observation and study of wildlife, hiking, and riding;
- (iv) erect small signs throughout the Green Space designating points or areas of interest and attraction, and;
- (v) take such appropriate action to promote the community use, benefit and enjoyment of the Green Space. The Declarant and the Association shall have the right, but not the obligation, to protect the Green Space and other portions of the Common Area and shoreline of all Lots abutting any Water Area from erosion:
 - (a) by planting trees, plants, and shrubs where and to the extent appropriate or necessary, or;
 - (b) by construction and maintenance of siltation basins or other erosion control activities or improvements considered appropriate or necessary. The Developer and/or the Association shall have the right, but not he the obligation, to provide and insure adequate drainage facilities in the Green Space and the Common Area, and to cut fire breaks, remove diseased, dead and dangerous trees and conduct other similar activities. The costs and expenses of such activities, services, improvements, landscaping, maintenance, repair and construction shall be included in the annual maintenance Assessments.

Section 6.02 - Other Regulations

The use of the Water Area by the Owners, their families and Invitees shall be governed by the applicable rules, regulations and policies adopted and promulgated by the Board of Directors, from time to time.

Section 6.03 - Lake Water Level

Neither the Declarant or the Association shall be required to maintain the water level of any lake at any certain elevation or between any certain maximum and minimum elevations.

Section 6.04 - Responsibility Of The Association

The Association shall not be responsible for the safety of or accident to or injury, including death of or incapacity to any Person in or on or under the surface of a Lake or in or on the outlet works of a Lake or Common Area.

Section 6.05 - Use And Protection Of Lakes

Lakes shall not be used for swimming, sailing, or boating. No Person may fill a lake or discharge or place any solid or harmful liquid or other matter or hazardous waster or material in or near a lake whether or not any environmental laws or regulations may be violated by such fill, discharge or placement. No person may enlarge the surface area of a lake without the written approval of the Board of Directors.

ARTICLE VII EASEMENTS

Section 7.01 - *Utility Easements*

The Declarant, the Association, and each utility providing service to the Property shall have and is granted non-exclusive easements and rights-of-way in, through, across, on, over, and under the portions of the Property which are not improved with Dwellings, buildings or other structures, including full rights of ingress and egress, for the installation, operation, use, maintenance, repair and removal of utilities and drainage facilities and floodway easements located in utility or drainage easements as shown and designated on the Plat, and the right to remove any obstruction in any utility or drainage easement which may interfere either with the use of any utility or drainage easement or with the installation, operation, use, maintenance, repair and removal of such utility or drainage facility.

The Declarant shall have non-exclusive easements and rights-of-way in, through, across, on, over and under the portion of the Common Area which is not improved with buildings or structures to store building supplies and materials, install, construct, maintain, reconstruct and repair sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and any related improvements or appurtenances and for all other purposes reasonably related to the completion of services to any portion of the Property. At the Declarant's request, the Association shall, from time to time, execute, acknowledge, and deliver to the Declarant such documents as the Declarant considers necessary to implement the provisions of this Section 12.01.

The reservations and rights in this Section 7.01 expressly include the right to:

- (i) cut any trees, bushes, or shrubbery;
- (ii) make any grading of the soil, and;
- (iii) take any other similar action reasonably necessary to provide economical and safe utility and drainage facility installation, repair and maintenance and to maintain reasonable standards of health, safety and appearance.

Section 7.02 - *Damage From Ingress And Egress*

Any entry by the Declarant, the Association, or any utility upon any Lot for the purposes permitted or contemplated by this Article VII shall be made with as little inconvenience to the Owner as reasonably practical, and all physical damage to any Lot or improvement on a Lot resulting from or caused by such entry shall be promptly repaired and restored.

Section 7.03 - *Maintenance And Support Easements*

Where Dwellings are permitted or are in close proximity to the boundaries of a Lot, the Common Area and/or Common Facilities, each Lot and Dwelling on such Lot shall be subject to irrevocable easements for the benefit of the Association and the Owners of the adjoining Lots and abutting Dwellings for:

- (i) drainage;
- (ii) the maintenance and unobstructed and uninterrupted use of any and all pipes, ducts, flutes, chutes, conduits, cables and wire outlets and utility lines;
- (iii) maintenance and lateral support of adjoining and abutting buildings and improvements;
- (iv) such portions of any building or improvement that may overhang a Lot or any portion of the Common Area and Common Facilities, and;
- (v) the walks and sidewalks serving such adjoining and abutting areas.

Section 7.04 - *Landscape and Pedestrian Easements*

The Declarant and/or the Association have the right, but are not obligated to, construct improvements, maintain in any way, and/or use for the benefit of the Association any portion of a landscape or pedestrian easement.

**ARTICLE VIII
USE AND OTHER RESTRICTIONS AND REQUIREMENTS**

Section 8.01 - Use Of Lots And Dwellings

Except:

- (i) for the activities of a Builder or Owner during the construction and development of a Lot or the Common Area or Common Facilities;
- (ii) for activities and uses expressly permitted and not substantially inconsistent with the provisions of this Declaration or pursuant to the approval of the Authorized Reviewer;
- (iii) as may be necessary or appropriate in connection with reasonable and necessary repairs or maintenance to any Dwelling or other improvements on a Lot, the Common Area or the Common Facilities, if any, and;
- (iv) as permitted by Section 8.09;

each Lot and Dwelling shall be used for residential purposes only and no trade and business of any kind or nature may be conducted on or in such Lot or Dwelling. The use of a portion of a Dwelling as an office by the Owner or his tenant shall not be considered to be a violation of this Section 8.01 if such use does not create regular or continual customer, client, or employee traffic. In no event shall any Lot or Dwelling or other improvements on a Lot be used as a storage area for any Builder or Owner, except as specifically permitted by this Declaration.

Section 8.02 - Lease Of Dwelling

The lease or rental of a Dwelling for residential purposes shall not violate Section 8.01 if:

- (i) the entire Dwelling and all the improvements on the Lot are leased;
- (ii) the term of the lease is at least six months;
- (iii) the lease otherwise complies with the rules and regulations adopted and promulgated, from time to time, by the Board of Directors, and;
- (iv) the lease is subordinate and subject to this Declaration and is in writing. Prior to commencement of any lease term, the Owner shall provide the Association and Management Agent, if any, with copies of the lease.

Section 8.03 - Signs

Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be placed, maintained, or permitted on a Lot or within any windows or on the exterior of any Dwelling or other structure located on any Lot by any Person, including the Owner. Any sign or advertising device shall only contain one name and/or one number plate which shall not exceed 120 square inches, and, if advertising the Lot and/or Dwelling "for sale" or "for lease", such sign shall not exceed three square feet in area. The restrictions of this Section 8.03 shall not apply to the Declarant. The Board of Directors shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within easement areas established by this Declaration.

Section 8.04 - Other Buildings And Vehicles

No tent, trailer, barn or other similar outbuilding or structure shall be temporarily or permanently placed or maintained on any Lot or on any other area. No mobile home shall be temporarily or permanently placed or maintained on any Lot or any other area of the Property. Each Owner shall provide parking for at least two automobiles for each Dwelling owned or maintained by such Owner. All Dwellings must contain enclosed garages adequately screened from street views. When not in use, all garage doors shall be kept closed. To the extent possible, all automobiles owned or used by Owners or occupiers of a Lot, except temporary guests and visitors, shall be parked in enclosures which screen the automobile from street view. The Board of Directors shall have the authority to adopt and promulgate rules and regulations to govern or to prohibit the outside storage or parking on any Lot, within any Dwelling or other structure or on any portion of the Common Area of motor homes, tractors, trucks, commercial vehicles of any type, campers, motorized campers or trailers, boats or other water craft, boats, trailers, motorcycles, motorized bicycles, motorized go-carts, or other similar related forms of transportation vehicle or devices, except pickup trucks with a current license plate and current state inspection sticker. The Board of Directors may at any time prohibit motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts and/or other

similar vehicles from being kept, placed, stored, maintained, or operated upon any portion of the Property. No owner or other occupancy of any Lot shall repair or restore any vehicle of any kind on any Lot, within any Dwelling or other structure or on any portion of the Common area, except:

- (i) within enclosed garages or workshops, or;
- (ii) for emergency repairs but only to the extent necessary to enable the movement of such vehicle to a proper repair facility. The Declarant reserves the right, but has no obligation, to designate within the Additional Property a parking area for boat trailers, motor homes or similar vehicles.

Section 8.05 - *Unsightly Conditions And Nuisances*

Each Owner and his tenants have the responsibility to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his Lot which may tend to substantially decrease the beauty or aesthetic characteristics of any portion of the Property, including the Lot, and is obligated to maintain and service all grass and landscaped areas on his Lot and maintain the area of the Street and right-of-way abutting his Lot in a clean condition.

No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate or remain upon any Lot or other portion of the Property. No nuisance or odors shall be permitted to exist, operate or remain upon or arise from any Lot or any other portion of the Property which are unsanitary, unsightly, offensive or detrimental to Persons using or occupying any other portion of the Property. No noxious or offensive activities shall be permitted or conducted in or on any Lot or Dwelling or any portion of the Common Area or Common Facilities. Each Owner, his family, Invitees, and all other Persons shall refrain from any act or use of a Lot, the Dwelling or other structures on the Lot or the Common Area, including common Facilities, which might cause disorderly, unsightly or unkempt conditions or which might cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Property of which might or would result in a cancellation of any insurance for any portion of the Property or which would be in violation of any law, governmental code or regulation. Without limiting the generality of the foregoing conditions, no exterior speakers, horns, whistles, bells or other sound devices used exclusively for such purposes shall be permitted. Any Owner or other Person who dumps or places, or permits his family or Invitees to dump or place, any trash or debris upon any portion of the Property shall be liable to the Association for all costs and expenses for the removal of such trash or debris incurred or paid by the Association which shall be payable immediately upon demand by or from the Association and shall be considered to be a special Assessment against the Lot.

Each Lot must be landscaped at the time the Dwelling is constructed and must have permanent grass growing on such Lot within one year after the completion of the constructed Dwelling. The line of sight at intersections will not be violated by any visual barrier of any nature which extends over thirty inches (30") high in an area bounded by a line connecting any point or points as may lie fifty feet (50') in any given directions from a given intersection.

Section 8.06 - *Antenna*

No television antenna, large satellite dish, radio receiver or similar device, tower or pole shall be attached to or installed on any Lot or any Dwelling or other structure on the Lot or any portion of the Property, unless contained entirely within the interior of a building or other structure, and no radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with reception of other signals within the Property. The Declarant and the Association shall have the right, but not the obligation, to install, operate, maintain and repair equipment necessary for master antenna, cable television, mobile radio, security system or other similar systems within the Property. If cable television services are not available to a Lot, and adequate television reception is not otherwise available or possible, then upon an Owner's request the Authorized Reviewer may, but is not required or obligated to, permit an Owner to install a television antenna on his Lot or Dwelling or other structure on his Lot. All devices listed or inferred in and by this Section 8.06 are subject to approval by the Authorized Reviewer.

Section 8.07 - Lights

The design and location of landscape lighting fixtures or any other illumination devices, including Christmas ornaments, located anywhere on the Dwelling or other structure or grounds of any Lot shall be located, directed or of such intensity to not adversely affect the nighttime environment of any adjoining Lot or any portion of the Common Area.

Section 8.08 - Pets

No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked, or pastured on any Lot or any portion of the Common Area, except dogs, cats, birds or other household pets for noncommercial purposes and which are kept in Dwellings and are not a source of annoyance of a nuisance to the Property of any Owner. The Board of Directors shall have the right, but not the obligation, to prohibit or bar certain dogs or breeds of dogs or other household pets from any Lot or Dwelling or other structure on the Lot or any portion of the Property. Pets shall be attended at all times and shall be registered, licensed and inoculated as required by law. Pets shall not be permitted upon the Common Area unless accompanied by an adult individual and either carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets, from time to time, as considered necessary of appropriate, including more restrictive "leash" regulations.

Section 8.09 - Sales And Construction Activities

The Declarant is expressly permitted and authorized to maintain and conduct such facilities and activities as may be reasonably appropriate, necessary, required, convenient or incidental to the construction, completion, improvement and sale of Lots and/or Dwellings or the development of Lots, Dwellings and other improvements, the Common Area, the Common Facilities and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers, offices and other structures and other improvements. The location of any construction trailers of any Builder or Owner shall be subject to the Declarant's approval. The right to maintain and conduct such facilities and activities specifically includes the right to use Dwellings as model residences, as offices for the sale of Lots and/or Dwellings, and for related activities. The Declarant is expressly permitted and authorized to use, stock, maintain, locate, store and place on any portion of the Property any and all equipment, tools and vehicles as may be reasonably appropriate, necessary, required, convenient or incidental to such construction, improvement, completion, sale or development, including, but not limited to, construction equipment and construction machinery, machines, and vehicles.

Section 8.10 - Time Sharing

No Lots or Dwellings shall be sold, assigned or leased under any time sharing, time interval or right-to-use programs or investments.

Section 8.11 - Trespass

Whenever the Authorized Reviewer is permitted by this Declaration to repair, clean, preserve, clear out or do any action on any part of the Property, including "perform obligations" or duties imposed on any Owner under this Declaration, then entering any Lot or any portion of the Property for such purposes and taking such action shall not be or be deemed to be a trespass.

Section 8.12 - Subdivided

No Lot shall be subdivided or its boundary lines changed, except with the written consent of the Board of Directors and the Declarant, if the Declarant owns any Lots subject to the Declaration, but the Declarant expressly reserves the right to re-plat any Lot or such Lots owned by the Declarant and to take such other action as may be reasonably appropriate, convenient or necessary to make such re-platted Lot or Lots suitable for use as a building site for a Dwelling, including, but not limited to, the relocation of easements, walkways, right of ways and other amenities to conform to the new boundaries of such re-platted Lots.

The provisions of this Section 8.12 shall not prohibit an Owner of two or more contiguous Lots from combining such Lots into one larger Lot or prohibit the Owner of three or more contiguous Lots from combining such Lots into fewer Lots, provided that each of the resulting Lots are larger and contain a minimum Lot footage equal to or greater than the original footage of the Lot having the least footage before such Lots were combined. Thereafter, only the exterior

boundary lines of the resulting larger Lot or Lots shall be considered in the interpretation of this Declaration, except that such Owner shall continue to pay Assessments on the basis of the number of Lots shown on the recorded Plat on which such Lots are included.

Section 8.13 - *Certain Construction Rights*

The Declarant expressly has the right, but the Declarant shall not be obligated, to build fences, bridges or walkways across any Common Areas and landscape easements on the Property.

Section 8.14 - *Easement Interference*

No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage, or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, diminish, obstruct, or retard the direction or flow of surface water runoff in any drainage easement, swale or channel.

Section 8.15 - *Erosion Controls*

To implement effective and adequate erosion controls and to protect the beauty and grandeur of the Water Area, the Declarant and/or Association shall have the right, but not the obligation, to enter upon any lake front or Landscape Easement or Common Area before and after a building or other improvement has been constructed on such Lot or Common Area to perform any grading or landscaping work or to construct and maintain erosion prevention devices. Prior to exercising its rights under this Section 8.15, the Declarant or, if applicable, the Association shall permit the Owner of the Lot to perform such corrective actions required by giving the Owner a written notice stating the type of corrective action required to be performed and the date by which such corrective action must be completed. If the Owner fails to perform the specified corrective action by such date, then the Developer or, if applicable, the Association may then exercise the rights under this Section 8.15 to enter in upon the Lot to perform such corrective action. The cost and expenses of such erosion preventive measures when performed by the Association, such costs shall be considered to be a special Assessment against the Lot and Owners of such Lot.

Section 8.15 - *Other Controls*

To implement effective insect, reptile, and fire ant control, and vegetation and trash control, the Declarant and/or Association have the right, but not the obligation, to enter upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, removing trash or dispensing pesticides on such Lot if the Declarant and/or Association determines that the lot distracts from the overall beauty, aesthetic characteristics of safety of any portion of the Property. Such control shall not be performed by the Declarant and/or Association until 30 days after written notice of the need for such control has been given to the Owner and the Owner has failed to perform such control within the 30 days. The costs and expenses of such control when performed by the Declarant or, if applicable, the Association shall be paid immediately upon demand by the Owner and, if performed by the Association, such costs shall be considered to be a special Assessment against the Lot and the Owners of such Lot.

This Section 8.15 shall not be construed as an obligation of the Declarant or the Association to:

- (i) mow, clear, cut or prune;
- (ii) provide garbage or trash removal services;
- (iii) perform any grading or landscaping work;
- (iv) construct or maintain erosion control or prevention devices, or;
- (v) provide water pollution control, on, to or for any Lot or property not owned by the Declarant or the Association.

The entering upon any Lot pursuant to the provisions of this Section 8.15 shall not be or be deemed to be trespass.

Section 8.16 - *Water Wells And Septic Tanks*

No water wells or septic tanks shall be permitted on any Lot and no Plans shall be approved by the Declarant and/or Association unless such Plans provide that the Lot will be served by the water system serving the Property. This restriction shall not prevent the Declarant from designating any part of the Additional Property for the purpose of developing a community water

and sewer system to serve the Property or other real property developments in close proximity of or to the Property or dedicating such part of the Property to a governmental authority or company for the purpose of developing a water and sewer system to serve the Property.

Section 8.17 - *Reconstruction After Fire And Other Casualty Loss*

If a Dwelling is partially or completely destroyed by fire or other casualty, the Owner of such Dwelling shall promptly clear the Lot or restore or reconstruct such Dwelling, at his own expense, in accordance with the original Plans or with such other Plans as may be approved by the Declarant and/or Association upon the request of such Owner.

Section 8.18 - *Vacant Lot Maintenance*

Each Owner shall be responsible for the proper seeding, fertilization, watering, mowing, removal of litter and maintenance of any Lot which is vacant or undeveloped. If fill is placed on the Lot and the construction of the improvements is not promptly commenced and completed, then the Owner will be required to maintain such Lot so stated in the preceding sentence.

Section 8.19 - *Living Quarters Other Than The Dwelling*

No garage or outbuilding on any site shall be used as a living quarters either permanent or temporary.

Section 8.20 - *Motor Vehicles*

No motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, shall be driven upon driveways, cul-de-sacs, parking areas, except as a means of ingress and egress to a street, trails, or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area.

Section 8.21 - *Parking On Designated Visitor Parking Lot Of The Common Area*

No vehicle owned, leased, or used by an Owner shall be parked in or on Designated Visitor Parking Lot. This restriction may be waived by affirmative vote of two-thirds of the Board of Director.

Section 8.22 - *Clothes Drying Equipment*

Unless in compliance with Section 8.03, no clothes lines or other clothes drying apparatus shall be permitted on any portion of the Lot exterior of the Dwelling except as approved in writing by the Association.

Section 8.23 - *Trash Burning*

Trash, leaves and other similar material shall not be burned without the written consent of the Association.

Section 8.24 - *Sports Equipment*

No sports or athletic equipment of a permanent nature shall be placed on any Lot or Dwelling outside the front face of the existing dwelling.

Section 8.25 - *Use Of Firearms*

No guns, firearms or weapons of any kind including, but not limited to, BB and pellet guns, and no bows and arrows or other weapons shall be allowed on any street or Common Area.

Section 8.26 - *Rules*

From time to time, the Board of Directors shall adopt general rules, including but not limited to, rules to implement the provisions in this Article and such rules as are required herein. Such general rules may be adopted or amended by two-thirds vote of the Board, following a hearing for which notice has been provided to all Owners. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Owners, except where expressly provided otherwise in such rule.

Section 8.27 - *Exceptions*

The Board of Directors may issue temporary permits to except any prohibitions expressed or implied by this Article.

The Builder or Owner, who is engaged in improving any portion of the Property, shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, erection, and maintenance or directional and promotional signs and conduct of sales activities, including maintenance of a model Dwelling. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Property.

ARTICLE IX ENFORCEMENT OF DECLARATION

Section 9.01 - Compliance

If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other Person, then each of the other Owners, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. If any structure or other improvement located on any portion of the Property, including any Lot, violates any provision of this Declaration, then the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to abate to remove such structure or other improvement at the cost and expense of the Owners of the Lot where such structure or improvement is located or who otherwise causes such violation, if the violation is not corrected by such Owners within 30 days after written notice of such violation. Any Person entitled to file or maintain a legal action or proceeding for the actual threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any Person for any period of time to enforce any provision of this Declaration shall not be or be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

Section 9.02 - Enforcement

This Declaration shall be enforced by any appropriated proceeding at law or in equity:

- (i) against any Person who breaches or violates or threatens to breach or violate any provision of this Declaration;
- (ii) to recover damages for any such breach or violation;
- (iii) to collect any amounts payable to any Owner to the Association under this Declaration, including Assessments, attorney's fees, costs of collection, late charges or other amounts incurred by the Association to perform or discharge any obligation or duty of an Owner under this Declaration or otherwise specified in this Declaration, including Section 6.03, and;
- (iv) to enforce any lien created by this Declaration.

There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. The Declarant, the Association and each Owner by acceptance of a deed of other conveyance document to a Lot, waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

ARTICLE X ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 10.01 - Membership

Every Person who is an Owner, as that term is defined in Article I herein, shall be a member of the Association. When more than one Person owns a Lot, then all such Persons shall be members of the Association.

Section 10.02 - Voting Rights

(i) Class A - Owners (with the exception of the Declarant) shall be Class A members of the Association. A Class A member shall be entitled to one vote for each Lot in which he holds the interest required from membership as described in Section 10.01 herein. When more than one Person holds an interest or interests in a Lot, then one vote for such Lot shall be exercised in the manner determined by such co-owners, but in no event shall more than one vote be cast with respect to any Lot.

(ii) Class B - The Declarant shall be a Class B member of the Association and shall be entitled to three votes for each Lot owned and six votes for each acre of land in the Additional Property. The Declarant's Class B membership, and all rights appurtenant to such membership, shall cease when the Declarant shall have no ownership interest in any Lot or Additional Property.

**ARTICLE XI
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 11.01 - Creation of Lien and Personal Obligation of Assessments and Special Assessments

Each Owner of a Lot, except the Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, and said amounts 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 such interest thereon, cost of collection and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such property at the time the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them.

Section 11.02 - Annual Maintenance Assessments

Except as permitted by Section 11.05, the annual maintenance Assessments levied by the Association shall be used exclusively:

- (i) to promote the health, safety and welfare of the residents of the Property, including the improvement, maintenance and repair of the Common Area, Common Facilities, or any other property owned by or otherwise made available to the Association for the common use, benefit and enjoyment of the Owners; and
- (ii) to pay the costs of labor, the purchase or rental of equipment and materials used or required for, and the management, care and supervision of, the Common Area, Common Facilities, or any other property owned by or otherwise made available to the Association for the common use, benefit and enjoyment of the Owners.

Section 11.03 - Basis of Annual Assessments

The Board of Directors shall fix the Assessment and may raise or lower said Assessment amount as they may deem necessary in their discretion. Any change in the monthly Assessment must be fixed by the Board of Directors at least thirty (30) days in advance of the commencement of the changed Assessment amount.

Section 11.04 - Change in Assessments

Subject to the limitations of Section 11.03 hereof, the Association may change the Assessment fixed by Section 11.03 hereof provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 11.05 - *Special Assessments for Capital Improvements*

In addition to the annual Assessments authorized above, the Association may levy in any calendar year, a special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement on any property owned by the Association upon the Common Area, including the necessary fixtures and personal property related thereto, provided, that, any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 11.06 - *Rate of Assessment*

Assessments shall be fixed at a uniform rate for all residence sites on the Property.

Section 11.07 - *Quorum for any Action Authorized under Sections 11.04 and 11.05*

The quorum required for any action authorized by Sections 11.04 and 11.05 hereof shall be as follows:

At the first meeting called, as provided in Section 11.04 and 11.05 hereof, the presence at the meeting of members, or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 11.04 and 11.05 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 11.08 - *Date of Commencement of Monthly Assessments: Due Dates*

Except as otherwise specifically provided herein, the monthly Assessments provided for herein shall commence as to all sites on the first day of the first month following the purchase of a Lot from the Developer or at such other time as determined by the Board of Directors. The due date for the payment of any Assessment 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. Such certificate shall be conclusive evidence of the facts stated therein.

Section 11.09 - *Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien of Remedies of the Association*

If the Assessments are not paid on the date when due, then such Assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such Assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the Assessment is not paid within thirty (30) days after the delinquent date, the Assessment shall bear interest from the date of delinquency at the rate of eight percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such Assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

No Owner may waive or otherwise escape liability for the Assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 11.10 - Subordination of the Lien to Mortgages

The lien of the Assessment provided for herein shall be subordinate to the lien of any first mortgage. The lien of the Assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Mississippi. Sale or transfer of any Lot shall not affect the Assessment liens. However, the sale or transfer of any site pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 11.11 - Assessment of Developers

The Declarant shall not be subject to Assessment by the Association. Any Lot owned by a Developer shall not be subject to Assessment by the Association until 90 days after completion of construction of any Dwelling on such Lot or, if earlier, 365 days after the date a deed or other conveyance document for such Lot is delivered to the Developer.

**ARTICLE XII
GENERAL PROVISIONS**

Section 12.01 - Duration

This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owners of any land subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns, until January 1, 2025. After such date, this Declaration shall be automatically extended for the successive periods of ten years unless a Supplement signed by a majority to abolish or terminate all or a substantial portion of this Declaration at least one year prior to the effective date of such abolishment or termination.

Section 12.02 - Amendments

Notwithstanding Section 12.01, this Declaration may be amended, modified and/or changed either:

- (i) by the Declarant properly filing for record a Supplement prior to January 1, 2025, and;
- (ii) thereafter, by Owners of at least 75 % of the Lots.

Section 12.03 - Interpretation

The provision of this Declaration shall be construed to implement the purpose of the creation of a uniform plan for the development of the Property.

Section 12.04 - Severability

Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions of this Declaration which shall remain in full force and effect.

Section 12.05 - Headings

The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 12.06 - Notice To Owner

Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when delivered to the Dwelling of, or deposited in the United States mails, postage prepaid, addressed to the last known address of, the Person who appears as Owner on the records of the Association or, if applicable, the Declarant at the time of such notice is delivered or mailed.

Section 12.07 - Successors Of Declarant

All or any portion of any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant under this Declaration may be assigned and transferred exclusively by the Declarant with or without notice to the Association.

Section 12.08 - Incorporation By Reference On Resale

In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating the provisions of this Declaration by reference.

Section 12.09 - No Dedication To Public Use

No provision of this Declaration shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Area or Common Facility, if any, by any public agency or authority or by any utility, or shall be interpreted as imposing upon any public agency or authority or on any utility any responsibility or liability for the maintenance or operation of any portion of the Common Area or Common Facility, if any.

Section 12.10 - First Mortgage Notice And Right To Cure

No suit or other proceeding may be brought to foreclose the lien for an Assessment except after 10 days written notice to the holder of the First Mortgage encumbering the Lot which is the subject matter of such suit or proceeding.

Any holder of a First Mortgage of any Lot may pay any taxes, rents, utility charges or other charges levied against the Common Area or Common Facilities which are in default and which may or have become a charge or lien against any of the Common Area or Common Facilities, and may pay any overdue premiums on any hazard or liability insurance policy, or secure new hazard or liability insurance coverage on the lapse of any policy, relating to the Common Area or Common Facilities. Any holder of a First Mortgage who advances any such payment shall be due reimbursement of the advanced amount from the Association.

Section 12.11 - Captions And Gender

The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended to limit or enlarge the terms and provisions of this Declaration. Whenever the context requires, the male shall include all genders and the singular shall include the plural.

Section 12.12 - Exhibits

All Exhibits which are referred to in this Declaration are made a part of and incorporated into this Declaration by reference.

Section 12.13 - Conflict

In all cases where the Governing Documents may be found to be conflict with any statute, the statute shall control. In the event of conflict among two or more Governing Documents, each of the following Documents shall govern the Documents listed thereunder:

- (i) Declaration;
- (ii) Charter;
- (iii) Bylaws;
- (iv) Resolutions of Board of Directors.

**ARTICLE XIII
DECLARANT'S RIGHTS AND RESERVATIONS**

Section 13.01 - Declarant's Rights And Reservations

No provisions in the Charter, they Bylaws or this Declaration shall limit, and no Owner or the Association shall interfere with, the right of the Declarant to:

- (i) subdivide of re-subdivide any portions of the Property;
- (ii) complete or alter improvements or refurbishment to and on the Common Area, Green Space or any portion of the Property owned by the Declarant, or;
- (iii) alter the construction plans and designs, or construct such additional improvements or add future phases as Declarant deems advisable during development of the Property. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of

Declarant's business or completion of the work and disposition of the Lots by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Lot, hereby acknowledges that the activities of the Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and each Owner hereby consents to such inconvenience or nuisance.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Declaration to be duly executed on the date first mentioned above.

By: Colonial/Jordan Partners, L.P., a Mississippi limited partnership

By: SMCDC, Inc., general partner

By: _____
Mark S. Jordan, President

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this _____ day of _____, 1995, within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is President of SMCDC, Inc., a Mississippi corporation and the general partner of Colonial/Jordan Partners, L.P., a Mississippi limited partnership, and that for and on behalf of said corporation and as its act and deed as a general partner of said partnership, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]

JOINDER

The Association hereby joins in and executes this Declaration for the purpose of indicating its consent to and approval of this Declaration and its acceptance of the authority granted to it pursuant to this Declaration.

DEERFIELD HOMEOWNERS ASSOCIATION, INC.

BY: _____

ITS: _____

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this _____ day of _____, 1995, within my jurisdiction, the within named _____ who acknowledged that he/she is _____ of Deerfield Homeowners Association, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]

EXHIBIT "A"

The Property

Deerfield III

EXHIBIT "B"