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This Instrument Prepared by:

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Ritter Eichner & Norris PLLC
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Indexing Instructions:

The land subject to this instrument is located in the SW ¼ of Section 26, Township 1 South, Range 6 West, DeSoto County, Mississippi

LAND USE RESTRICTION AGREEMENT

THIS LAND USE RESTRICTION AGREEMENT (the "Agreement"), made and entered into as of July 1, 2000, by and among the TOWN OF OLIVE BRANCH HOUSING AUTHORITY (the "Issuer"), a public body corporate and politic duly organized and existing under the laws of the State of Mississippi (the "State"), TRUSTMARK NATIONAL BANK, as trustee (the "Trustee") under the Trust Indenture, dated as of July 1, 2000, between the Issuer and the Trustee (the "Indenture"), and ROLLING HILLS, LTD., a Mississippi limited partnership (the "Owner"), owning the real property described in Exhibit A hereto (the "Property");

W I T N E S S E T H :

WHEREAS, Issuer proposes to issue the Bonds (as hereinafter defined) to refund the Section 8 Assisted Housing Revenue Bonds - Series 1980 (Rolling Hills Manor Project) (FHA Insured Mortgage) originally issued by the Olive Branch Housing Development Corporation (the "Corporation"), a nonprofit corporation organized and existing under and pursuant to the laws of the State for the purpose of acting as the instrumentality of the Issuer, in the original aggregate principal amount of $1,155,000 (the "Prior Bonds") the proceeds of which were used make a mortgage loan ("Mortgage Loan") to Owner insured by the United States Department of Housing and Urban Development ("HUD") acting through the Federal Housing Administration ("FHA") pursuant to the provisions of the Housing Authorities Law, Sections 43-33-1 through 43-33-53 of the Mississippi Code of 1972, as amended (the "Act"); and

WHEREAS, the Issuer, the Owner and the Trustee are entering into this Agreement to reflect, among other things, the issuance of the Bonds and the refunding of the Prior Bonds and to ensure that the operation and occupancy of the Development (defined below) continues restricted to ensure that interest on the Bonds is and remains excludable from gross income for federal income tax purposes; and

WHEREAS, the Issuer and the Trustee, as a condition of issuing and authenticating the Bonds, require that the Owner enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Issuer, the Trustee and the Owner does hereby agree as follows:

Section 1. Definitions. In addition to terms defined elsewhere herein, unless otherwise expressly provided herein, the following terms shall have the respective meanings set forth below for the purposes hereof:

"Agreement" means this Agreement.

"Bonds" means the Mortgage Revenue Refunding Bonds, Series 2000D (FHA Insured Mortgage Loan - Rolling Hills Apartments Section 8 Assisted Project), in the aggregate principal amount of $945,000 (the "Series 2000D Bonds"), the Taxable Mortgage Revenue Refunding Bonds, Series 2000E (FHA Insured Mortgage Loan - Rolling Hills Apartments Section 8 Assisted Project), in the aggregate principal amount of $160,000 (the "Series 2000E Bonds") and the Subordinated Mortgage Revenue Refunding Bonds, Series 2000F (FHA Insured Mortgage Loan - Rolling Hills Apartments Section 8 Assisted Project), in the aggregate principal amount of$50,000 (the "Series 2000F Bonds), initially dated July 1, 2000, and to be issued by the Issuer in the aggregate principal amount of $1,160,000 pursuant to the Indenture.

"Closing Date" means the date of delivery of the Bonds to the initial purchaser or purchasers thereof against payment therefor.

"1954 Code" means the Internal Revenue Code of 1954, as amended.

"1986 Code" means the Internal Revenue Code of 1986, as amended.

"Development" means Rolling Hills Apartments Project, FHA Project No. 065-35311-PM-L8, a multifamily rental residential development, the acquisition and construction of which were originally financed with the proceeds of the Prior Bonds.

"Low or Moderate Income Tenants" means persons and families of low or moderate income within the meaning of Section 103(b)(4)(A) and 103(b)(12)(C) of the 1954 Code and applicable regulations thereunder, as the same may be amended from time to time.

"Qualified Project Period" means that period of time beginning on the later of (i) the first day on which 10% of the units in the Development are first occupied and (ii) the Closing Date and ending on the latest of (a) the date that is ten years after the date on which 50% of the units in the Development are first occupied, (b) the date on which any assistance provided with respect to the Development under Section 8 of the United States Housing Act of 1937 terminates, and (c) the date that is 50% of the number of days constituting the term of the latest maturing Bond (including any refunding bond) after the date on which any of the units in the Development is first occupied.

"State" means the State of Mississippi.

Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine gender and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. All the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof. The titles and headings of the sections hereof have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall not be considered or given any effect in construing this instrument or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 2. Term of Agreement. This Agreement shall become effective on the Closing Date. Unless sooner terminated or amended in accordance with the terms hereof, this Agreement shall continue in full force and effect for a period equal to the longer of (a) the date on which no Bonds remain outstanding, or (b) the end of the Qualified Project Period.

Section 3. Subordination and Limitation of Enforceability. This Agreement is subordinate to all obligations under the Mortgage Loan. No action arising out of or based upon this Agreement shall result in any claim under the Mortgage Loan nor serve as a basis for a declaration of default of the Mortgage Loan or acceleration of the debt evidenced by the note given with respect to the Mortgage Loan; nor result in any claim against the Development, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Mortgage Loan transaction with the mortgagee or other person or entity, or against the rents or other income derived from the Development for payment under this Agreement, except to the extent of available Surplus Cash as described in Section 9 hereof. This Section shall prevail over all contrary provisions of this Agreement. Notwithstanding anything in this Agreement to the contrary, the provisions hereof are subordinate to all applicable HUD mortgage insurance and Section 8 regulations and related administrative requirements. In the event of any conflict between the provisions of this Agreement and the provisions of any applicable HUD regulations, related HUD administrative requirements, or HUD/FHA loan documents, the HUD regulations, related administrative requirements or loan documents shall control.

Section 4. General Covenants. The Issuer and the Owner, each for its own part, covenants to comply with respect to the Development with Section 103(b)(4)(A) of the 1954 Code and applicable regulations thereunder and the applicable requirements of the 1986 Code at all times during the term of this Agreement except as expressly herein permitted (in the case of HUD and FHA) to the contrary. The Issuer and the Owner, each for its own part, covenants that it will not knowingly take or permit any action to be taken (other than an action required under the Act, the regulations thereunder, the Mortgage Loan or the FHA documents relating thereto) which would adversely affect the excludability of interest on the Bonds or the Prior Bonds from inclusion in gross income for federal income tax purposes. The Issuer and the Owner, each for its own part, agrees to take any lawful actions (subject to prior HUD approval), including amending this Agreement, as is necessary, in the opinion of a nationally recognized bond counsel, to comply fully with all applicable requirements affecting the federal tax exemption of interest on the Bonds. The Owner hereby acknowledges Section 10.13 of the Indenture and agrees to undertake such actions, including payment of any deficiency under Section 10.13(b) of the Indenture, necessary or required under such section.

Section 5. Specific Covenants. The Owner hereby represents, covenants and agrees that:

(a) the Development was acquired and constructed for the purpose of providing multifamily "residential rental property" as such phrase is used in Section 103(b)(4)(A) of the 1954 Code; the Owner has owned and will own the entire Development for federal tax purposes; and the Owner has owned and will own, manage and operate the Development as a project to provide multifamily residential rental property consisting of residential dwelling units and facilities functionally related and subordinate thereto, in accordance with Section 103(b)(4)(A) of the Code and Treasury Regulation 1.103-8;

(b) each dwelling unit in the Development will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or a family;

(c) none of the dwelling units in the Development has been or will be used on a transient basis or leased or rented for a period of less than 30 days;

(d) no part of the Development has been or will be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court for use on a transient basis;

(e) the Owner has rented and will rent continuously or make available for rent on a continuous basis the dwelling units in the Development to members of the general public for the longer of the remaining term of the Bonds or the Qualified Project Period (the "Rental Restrictions Period"); and has not and will not give preference in renting dwelling units in the Development to any particular class or group of persons, other than persons and families of low and moderate income, a resident manager or maintenance personnel, disabled persons and elderly;

(f) the Development is located on the Property as described in Exhibit A hereto, which is located on a single tract of land or two or more tracts of land which meet at one or more points (or would meet, but for the interposition of a street), and the Development comprises buildings, structures and facilities that are geographically contiguous and functionally related;

(g) the Owner has not and will not occupy any dwelling unit in any building or structure in the Development that contains fewer than five dwelling units;

(h) for the Qualified Project Period, at least 20% (15% if the Development is, or subsequently becomes, a "targeted area project", as defined in 26 CFR §1.103-8 (b)(8)(iii) of the 1954 Code) of the completed and occupied dwelling units in each Project comprising the Development have been, are and will be occupied or held for occupancy by Low or Moderate Income Tenants within the meaning of Section 103(b)(4)(A) of the 1954 Code and applicable regulations thereunder;

(i) to obtain and maintain on file and available for inspection by the Issuer or the Trustee, income certifications from each Low or Moderate Income Tenant residing in the Development in the form and manner required by Treasury Regulation 1.167(k)-3(b) or in such other form and manner as may be required by applicable rules, regulations or policies promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to obligations issued under Section 103 of the 1986 Code, such as the Bonds ;

(j) to provide in each lease to a Low or Moderate Income Tenant that a material misrepresentation in such tenant's income certification will be grounds for default and eviction (the substance and enforcement of such provision, however, being subject to limitations under the Section 8 program or any tenant-protection law);

(k) to the extent permitted by applicable law, to obtain from each Low or Moderate Income Tenant residing in the Development and maintain on file and available for inspection by the Issuer or the Trustee, a copy of such Low or Moderate Income Tenant's federal income tax return (or other documents and records acceptable to the Trustee and the Issuer) for the taxable year immediately preceding such Low or Moderate Income Tenant's initial occupancy in the Development or, in the event that a Low or Moderate Income Tenant certifies that he or she did not file or did not retain a copy of such tax return, to

obtain and maintain on file alternate independent evidence of such Low or Moderate Income Tenant's income for such year, such as wage statements or employer records;

(l) to prepare and submit to the Issuer and to the Trustee, at the end of each month, a certificate executed by the Owner stating the percentage of the dwelling units of the Development that were occupied by Low or Moderate Income Tenants (or that were during such month occupied by, or held vacant and available for occupancy by, Low or Moderate Income Tenants) at all times during such month;

(m) immediately upon discovering any violation of any of the covenants, restrictions and representations set forth herein, to notify the Trustee and the Issuer in writing of such violation; and

(n) neither the Owner nor any affiliate of the Owner shall purchase, either directly or indirectly, any of the Bonds or any interest therein.

For the purpose of this Section, a dwelling unit occupied by an individual or family who at the beginning of its occupancy is a Low or Moderate Income Tenant shall be treated as occupied by a Low or Moderate Income Tenant during such individual's or family's tenancy in such unit even if the individual or family, as the case may be, subsequently ceases to qualify as a Low or Moderate Income Tenant. In addition such unit shall be treated as occupied by a Low or Moderate Income Tenant until reoccupied, other than for a temporary period not exceeding thirty-one days, by another occupant, at which time the character of the unit shall be redetermined according to the provisions of this Section.

Section 6. Premature Termination. This Agreement and the covenants, representations and restrictions set forth herein shall automatically terminate upon foreclosure or transfer of title by deed-in-lieu of foreclosure. The covenants, representations and restrictions set forth herein shall terminate in the event of an involuntary noncompliance caused by fire, seizure, requisition, change in a federal law or an action of a federal agency after the Closing Date which prevents the Issuer from enforcing this Agreement or condemnation or similar event relating to the Development but only if, within a reasonable period, either (i) the Bonds are retired, or (ii) amounts received as a consequence of such event are used to provide a project which meets the requirements of Section 103(b)(4)(A) of the 1954 Code and applicable regulations thereunder. The provisions of this Section 6 will cease to apply in the event of foreclosure or transfer of title by deed-in-lieu of foreclosure or similar event, if the Owner or any "related person", within the meaning of Treasury Regulation 1.103-10(e), as the same may be amended from time to time, obtains an ownership interest in the Development for tax purposes at any time during that part of the Qualified Project Period subsequent to such event. Upon involuntary loss, substantial destruction or other unforeseen events such as fire, seizure, requisition or condemnation of the Development, the proceeds of any insurance or condemnation award not used to retire the Bonds will be used either to restore the Development or to provide a substitute project which meets the requirements of Section 103(b)(4)(A) of the 1954 Code and applicable regulations thereunder.

Section 7. Uniformity. The provisions hereof shall apply independently to each non-contiguous part of the Development, if any, described in Exhibit A hereto.

Section 8. Burden of Agreement. This Agreement shall inure to the benefit of and shall be binding upon the legal representatives, successors and assigns of all parties hereto. No part of the Development shall be voluntarily transferred by the Owner prior to expiration of both the Rental Restrictions Period and

the Qualified Project Period unless prior thereto or simultaneously therewith the transferee enters into an agreement, in form acceptable to HUD, the Issuer and the Trustee, assuming all obligations of the Owner hereunder with respect to the transferred property.

Section 9. Remedies; Enforceability. If either the Issuer or the Trustee becomes aware of a violation of any of the provisions hereof, it shall give immediate written notice thereof to the Owner, directing it to remedy the violation within a reasonable specified period of time. If such violation is not remedied within the specified period of time, the Issuer or Trustee shall declare a default under this Agreement and may direct the Owner to pay to the Trustee, for the account of the Issuer, the lesser of all available "Surplus Cash" as defined in the HUD Regulatory Agreement applicable to the Development then on hand and thereafter accruing, or an amount equal to the aggregate gross income amount of all rents and other amounts theretofore and thereafter received by the Owner, with respect to all units in the Project which were in alleged violation of this Agreement during the period such alleged violation was continuing. The Owner shall forthwith commence to make such payment to the Trustee; provided, however, that if the Owner contest, in good faith, whether in fact such violation occurred, it may, in lieu of making such payment to the Trustee, deposit the required payments with a court having jurisdiction of the matter pending its determination of that fact in an action which the Owner shall commence within a reasonable period of time. The losing party or parties shall pay the reasonable attorneys fees of the prevailing party or parties. After the date specified in the notice hereinabove provided for, if the violation has not been fully remedied by the Owner to the satisfaction of both the Issuer and the Trustee, either may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation to compel specific performance hereunder, to recover monetary damages caused by such violation or take any other action available to remedy the violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. No person other than the Issuer or the Trustee or agents thereof shall be entitled to enforce this Agreement. No partner of the Owner shall be personally liable for any violation by the Owner of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, enforcement of the provision hereof, including Section 9, shall not result in any claim against the Development, the mortgage loan proceeds, any reserve or deposit made with the mortgagee or any other person or entity required by HUD in connection with the mortgage loan transaction, or against the rents or other income from the Development, other than from available Surplus Cash, if any.

Section 10. Amendment; Termination. This Agreement shall not be amended, revised or terminated prior to the termination of the covenants, representations and restrictions provided for herein except by an instrument, in writing duly executed by the Issuer, the Trustee and the Owner or their respective successors or assigns and duly recorded. The Trustee shall not consent to any such amendment, revision or termination of the interests of any present or former registered owner of the Bonds which would be materially adversely affected thereby. The Trustee shall not consent to any such amendment or revision without the prior approval of HUD. Notwithstanding the foregoing, the Issuer, the Trustee and the Owner shall consent to any amendment, revision or termination required by HUD.

Section 11. Governing Law. This instrument shall be governed by the laws of the State.

Section 12. Severability. If any provision hereof is determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

Section 13. Covenants to Run With Land. The Owner hereby agrees with the Issuer and the Trustee and declares that it is the express intent of the Owner that the covenants, restrictions and provisions set forth herein shall be deemed covenants running with the land and an equitable servitude for the benefit of the Issuer, the Owners of the Bonds, the Trustee and the Prior Bonds, and shall pass to and be binding upon the Owner and all portions thereof, and all owners of the Development, including, without limitation, the initial owner, its successors and assigns, the owner's successors in title to the land and the Development, any purchaser, grantee, lessee or owner of all or any portion of the Development or any other person or entity having any right, title or interest therein or upon the respective heirs, personal representatives, devisees, successors and assigns of any purchaser, grantee, lessee or owner of all or any portion of the Development and of any person having any right, title or interest therein, until the expiration or sooner termination of this Agreement. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such restrictions, covenants and provisions, regardless of whether or not such restrictions, covenants and provisions, or any reference thereto are set forth in such contract, deed or other instrument. Each and every reference to the "Owner" herein shall include the Owners successors in title to the Land and the Owner, the Owners successors and assigns and all other persons or entities hereinabove described in this Section 13.

Section 14. Representations Regarding Series F Bonds. The Developer hereby agrees to fully cooperate with any consultant appointed in accordance with Section 5.11(c) of the Indenture and to promptly adopt any reasonable recommendations of any such consultant.

Section 15. Multiple Counterparts. This instrument may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

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IN WITNESS WHEREOF, the Issuer, the Trustee and the Owner has each caused this instrument to be signed and attested on its behalf by its duly authorized representatives all as of the 1st day of July, 2000.

TOWN OF OLIVE BRANCH HOUSING AUTHORITY

By: _____
Title: Chairman

TRUSTMARK NATIONAL BANK, Trustee

By: _____
Assistant Vice President and Trust Officer

ROLLING HILLS, LTD., a Mississippi limited partnership

By: Southern Housing Partnership, Inc., its general partner

_____
By: David L. Tune
Vice President

P Book 86 Pg 135

IN WITNESS WHEREOF, the Issuer, the Trustee and the Owner has each caused this instrument to be signed and attested on its behalf by its duly authorized representatives all as of the 1st day of July, 2000.

TOWN OF OLIVE BRANCH HOUSING AUTHORITY

By: _____
Title: Chairman

TRUSTMARK NATIONAL BANK, Trustee

By: Sheila Johnson
Assistant Vice President and Trust Officer

ROLLING HILLS, LTD., a Mississippi limited partnership

By: Southern Housing Partnership, Inc., its general partner

_____
By: David L. Tune
Vice President

P Book 816 Pg 136

IN WITNESS WHEREOF, the Issuer, the Trustee and the Owner has each caused this instrument to be signed and attested on its behalf by its duly authorized representatives all as of the 1st day of July, 2000.

TOWN OF OLIVE BRANCH HOUSING AUTHORITY

By: _____
Title: Chairman

TRUSTMARK NATIONAL BANK, Trustee

By: _____
Assistant Vice President and Trust Officer

ROLLING HILLS, LTD., a Mississippi limited partnership

By: Southern Housing Partnership, Inc., its general partner

David L. Tune

By: David L. Tune
Vice President

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ACKNOWLEDGMENTS

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7th day of July, 2000, within my jurisdiction, the within named Paul J. Cetto, who acknowledged that they are the Chairman and the Executive Director of the Town of Olive Branch Housing Authority, a public body corporate and politic organized and existing under the laws of Mississippi, and that for an on behalf of the said public body corporate and politic, and as its act and deed (he) ~~(she)~~ executed the above and foregoing instrument, after first having been duly authorized by said public body corporate and politic so to do.

Barbara Ann Nelson
(NOTARY PUBLIC)

BARBARA ANN NELSON, DESOTO COUNTY, MS
NOTARY PUBLIC

My commission expires:
May 27, 2002

(Affix official seal, if applicable)

P Book 86 Pg 138

STATE OF State of Mississippi

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of July, 2000, within my jurisdiction, the within named Sheila Johnson, who acknowledged that (he) (she) is AVP and TO of Trustmark National Bank, a national banking association, and that for an on behalf of the said national banking association, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said national banking association so to do.

Machelle Cattery
(NOTARY PUBLIC)

My commission expires:

MY COMMISSION EXPIRES JAN. 23, 2004

(Affix official seal, if applicable)

P Book 86 Pg 139

STATE OF Alabama

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11 day of July, 2000, within my jurisdiction, the within named _____, who acknowledged to me that (he) (she) is Vice President of Southern Housing Partnerships, Inc., an Alabama corporation and general partner of Rolling Hills, Ltd., a Mississippi limited partnership, and that for and on behalf of said corporation as general partner of said limited partnership, and as the act and deed of said corporation as general partner of said limited partnership, and as the act and deed of said limited partnership, (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation and said limited partnership so to do.

Deborah B Baker
(NOTARY PUBLIC)

My commission expires:

December 28, 2002

(Affix official seal, if applicable)

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EXHIBIT "A"

LEGAL DESCRIPTION

Being survey of 4.88 acres in Section 26, Township 1 South, Range 6 West, said property being the Clarence B. Flinn and Robert H. Marr Tract as described in Book 105, Page 576 of record in the Records Office, DeSoto County, Mississippi and being more particularly described as follows:

Beginning at a point in the north line of Goodman Road, said point being the southeast corner of the F. J. Bass property described in Book 58, Page 549, said point being 30 feet north of the south line of Section 26, Township 1 South, Range 6 West, and 1155 feet east of the west line of said Section 26; thence North 84° 47' 18" East with the north line of Goodman Road 165.04 feet to a point; thence North 05° 15' West a distance of 1290.76 feet to a point; thence South 84° 37' 19" West a distance of 165.04 feet to a point; thence South 05° 15' East a distance of 1290.28 feet to the point of beginning and containing 4.88 acres.

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STATE MS.-DESOTO CO.
FILED

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BK. 86 PG. 127
W.E. [illegible] CLK.

PARTIES

Town of Olive Branch Housing Authority
c/o Olive Branch Housing Authority
9607 Lamar Avenue
Olive Branch, Mississippi 38654
(662) 895-6452

Trustmark National Bank
248 East Capitol Street, Suite 1236
Jackson, Mississippi 39201
(601) 354-5841

Rolling Hills, Ltd.
c/o Dalcor Management
650B Pratt Avenue
Huntsville, Alabama 35801
(256) 533-1727, Ext. 101