

DECLARATION OF NON-EXCLUSIVE EASEMENTS  
OF THE FIRST REVISION TO LOTS 1 AND 2  
Arbor Lake Subdivision

THIS DECLARATION made and entered into this 2nd day of November, 2000, by and among Millennium of Mississippi, LLC, a Mississippi limited liability company (the "Declarant"), and any and all persons, firms, or corporations hereinafter acquiring any of the within described property.

WHEREAS, the Declarant is the record owner of a certain tract of real property in Horn Lake, DeSoto County, Mississippi, which real property is as shown on the Final Plat of the First Revision to Lots 1 and 2 of Arbor Lake Subdivision, appearing of record in Plat Book 72, Page 42, <sup>\*\*\*</sup> in the land records office of DeSoto County, Mississippi (hereinafter as hereafter amended referred to as the "Plat" and "Real Property"); and *Section 3S Township 1 Range 8 West \*\*\*as revised in Plat Book 73, Page 10, J.L.B. WS*

WHEREAS, the Declarant contemplates entering into contracts to sell portions of the Real Property to various purchasers ("Various Purchasers"); and

WHEREAS, it is the intent of the Declarant that the Various Purchasers and their respective tenants, mortgagees, employees, agents, servants, contractors, customers, patrons, and business invitees (collectively "Permittees") have rights of ingress and egress across the area of the Real Property as depicted thereon in Exhibit "A" (the Easement Areas") which is attached hereto and is incorporated herein by reference; and

WHEREAS, Declarant desires to establish and create for the benefit of the Various Owners and their Permittees non-exclusive easements running with the land.

NOW, THEREFORE, the Declarant, as owner of said Real Property, for itself as well as its successors and assigns, declares, promises, covenants and agrees and grants non-exclusive perpetual mutual easements as follows:

1. **Declaration of Easements.** The Declarant does hereby declare, establish and create upon the Real Property in the areas designated for ingress and egress as shown on attached Exhibit "A", for the benefit of the Various Owners, and their Permittees, mutual, reciprocal and non-exclusive easements, licenses, rights and privileges of passage over, and use of, in both automobile and pedestrian capacities, access across the indicated areas for internal circulation within the Real Property and access to and from any streets or roads.

2. **Property Taxes.** Each of the owners of the Real Property shall pay all property taxes for the land and building which they own without regard to the amount of such property which is subject to the easements described herein.

STATE MS - DESOTO CO.

DEC 6 4 23 PM '00

BK 383 PG 807

STATE MS - DESOTO CO.

Nov 14 3 59 PM '00

BK 382 PG 758

PREPARED BY AND RETURN TO:  
HOLCOMB DUNBAR, P.A.  
P.O. BOX 190  
SOUTHAVEN, MS 38671  
(601) 349-0664  
FILE # 900216

3. **Lots 1A and 1B - Specific Provisions.** In addition to the covenants, restrictions, and conditions contained herein, Lots 1A and 1B, shall further be subject to the following restrictions and conditions.

- (a) Buyer will submit to Declarant within fifteen (15) days from the date of purchase (the "Information"):
  - (1) Architectural designs of the building and improvements Buyer will construct on the property.
  - (2) The details of construction materials, colors and textures of exterior walls.
  - (3) Proof that the location of all exterior service, loading, storage and utility areas (including transformers, cooling towers, etc.) will be at the side or rear of the building to be constructed.
  - (4) Specifications of all exterior lighting fixtures, including evidence of height, materials, and color of the fixtures.
  - (5) Specifications of all signs to be erected on the Property, whether attached to the building or free standing, including but not limited to, all advertising, instructions and traffic control signs.
  - (6) The location and specifications of all waste and rubbish containers.
  - (7) All landscaping location and specifications.
- (b) Buyer agrees that any retail store building constructed on the Property will be constructed with a 4/12 roof pitch. The plans for this roof pitch may be submitted to Declarant at anytime within forty-five (45) days after execution of this Agreement.
- (c) Upon Buyer's submission, Declarant will promptly review the Information and will within a reasonable time, not to exceed seven (7) days after receipt and advise Buyer whether the Information is satisfactory to Declarant. If the Information is satisfactory to Declarant, then Buyer may proceed with plans as specified. If the Information is

unsatisfactory to Declarant, then the plans and specifications shall be resubmitted with conditional approval of revised plans and specifications.

- (d) Buyer warrants and represents that if Declarant approves the Information, then Buyer will complete all construction according to the Information, unless, of course, Buyer and Declarant shall mutually agree to modify the construction. Seller agrees that such modifications shall not be unreasonably withheld.
- (e) Should Buyer fail to construct all improvements in accord with this Agreement, then Declarant shall have all remedies available at law and equity, including but not limited to, damages, specific performance, and injunctive relief.

4. **Governing Law.** This declaration shall be governed by the laws of the State of Mississippi and it and every part hereof shall be construed as a whole according to its fair meaning and content, and no rule of strict construction shall be applicable to any part at any time. Except where the context does not permit, it is understood and agreed that any successor-in-interest, any party or beneficiary hereto is included (whether expressly named or not) in every instance in this instrument to such party or beneficiary as fully as though expressly named and shall have the benefit of and be bound by the terms of this instrument. Invalidation of any of the covenants or parts or provisions of this declaration by judgment or court order, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

5. **Perpetual Easements.** The easements created herein shall create mutual and reciprocal benefits and servitudes upon the Real Property running with the land, and which shall be perpetual. This declaration shall inure to the benefit of and be binding upon Declarant, the Various Owners, any beneficiary of any deed of trust covering all or any portion of the Real Property, and their respective executors, administrators, legal representative, heirs, successors and assigns.

6. **Conveyances.** Any conveyance of all or any portion of the Real Property shall be made subject to this declaration. Any deed of trust covering all or any portion of the Real Property shall be subject to this declaration. This declaration shall create privity of contract and/or estate with and among all owners of all or any portion of the Real Property, their executors, administrators, legal representatives, heirs, successors, and assigns.

7. **Attorneys' Fees.** If there is any legal action or proceeding brought by or against any owner to enforce the provision of this Declaration, the unsuccessful party to such

action or proceeding shall pay to the prevailing party all litigation costs and expenses, including reasonable attorneys' fees, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith, and if such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees shall be included in and as part of such judgment.

8. **Amendment** The provisions of this instrument may be abrogated, modified, rescinded or amended in whole or in part only with the consent of all the owners of the Real Property and of each and every beneficiary under any first deed of trust encumbering all or any part of the Real Property, by declaration in writing, executed and acknowledged by all said owners and such beneficiaries duly recorded in the land record's office of DeSoto County, Mississippi, but this declaration and instrument may not otherwise be abrogated, modified, rescinded or amended in whole or in part, provided that in no event shall any tenant's signature be required for any such abrogation, modification, rescission or amendment.

IN WITNESS WHEREOF, Declarant has fully executed this Declaration the day and year first above written.

"Declarant"

MILLENNIUM OF MISSISSIPPI, LLC

By: John L. Scott Whitney Slade  
Name: John L. Scott and Whitney Slade  
Title: Managing Members

  
EDDIE O'BANNON

STATE OF MS  
COUNTY OF Desoto

Before me, the undersigned Notary Public in the state and county aforesaid, personally appeared John L. Scott and Whitney Slade, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged themselves to be the Managing Members of Millennium of Mississippi, LLC, the within named bargainer, a Mississippi limited liability company, and that they as such Managing Members, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

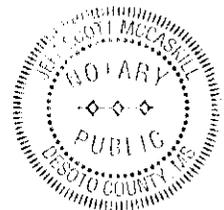
WITNESS my hand and official seal at office this 2nd day of November, 2000.

Jeff Scott McCaskey  
NOTARY PUBLIC

My commission expires:

8/22/2001

STATE OF Mississippi  
COUNTY OF Desoto



MY COMMISSION EXPIRES:  
AUGUST 22, 2001

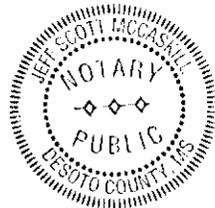
Before me, the undersigned Notary Public in the state and county aforesaid, personally appeared Eddie O'Bannon, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged to me that he executed and delivered the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 2nd day of November, 2000.

Jeff Scott McCaskey  
NOTARY PUBLIC

My commission expires:

8/22/2001



MY COMMISSION EXPIRES:  
AUGUST 22, 2001

JOINDER OF MORTGAGEE

BANCORPSOUTH BANK, holder of a deed of trust encumbering the Real Property shown on the Plat, consents to, and joins in submitting said property to , the said Declaration.

BANCORPSOUTH BANK

BY: [Signature]  
Asst. Vice President

TITLE

DATE 11/10/00

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

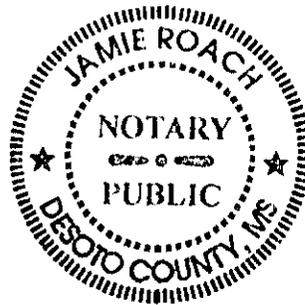
Before me, the undersigned Notary Public in the state and county aforesaid, personally appeared Alan L. Greer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged himself to be the Vice President of BancorpSouth Bank, the within named bargainor, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and official seal at office this 10 day of November, 2000.

[Signature]  
NOTARY PUBLIC

My commission expires:

MY COMMISSION EXPIRES:  
MARCH 15, 2004



JOINDER OF MORTGAGEE

PEOPLES BANK, holder of a deed of trust encumbering the Real Property shown on the Plat, consents to, and joins in submitting said property to , the said Declaration.

PEOPLES BANK

BY:

*Brenda Everage*

TITLE

*Vice President*

DATE

*11-13-00*

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Before me, the undersigned Notary Public in the state and county aforesaid, personally appeared *Brenda Everage*, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged himself to be the Vice President of Peoples Bank, the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and official seal at office this 13<sup>th</sup> day of November, 2000.



*Cary Ernestine Eason*  
NOTARY PUBLIC

My commission expires:

12/01/2001

US HIGHWAY 51

Easement =  Areas

