

**DECLARATION OF COVENANTS AND RESTRICTIONS
ANSLEY PARK SUBDIVISION
AS RECORDED IN BOOK 7/PAGE 26
SECTION 21, TOWNSHIP 1, RANGE 7
DESOTO COUNTY, MISSISSIPPI**

THIS DECLARATION, made this _____ day of _____, 2001, by Ansley, LLC (hereinafter "Developer" or "Declarant").

WITNESSETH

WHEREAS, Developer is the owner of the real property described on Exhibit "A" attached to this Declaration (hereinafter "the Property") and desires to create thereon a residential community which shall be known as "Ansley Park" (hereinafter the "Subdivision"), and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of certain access easements and other common facilities; and to this end, desires to subject the Property to these covenants, restrictions, easements and charges for the benefit of the Property and each owner thereof, and

WHEREAS, Developer has deemed it desirable, for the preservation of the values and amenities in the community, to establish site design and architectural controls, and doing all other things necessary to preserve the values and amenities of this community;

NOW THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, and easements hereinafter set forth.

STATE MS - DESOTO CO. ✓
FILED

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W.E. [unclear] CLERK

1. DEFINITIONS

Definitions. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall indicate a contrary intention) shall have the following meanings:

- a. "Architectural Committee" shall mean the Developer. After the Developer assigns the responsibilities of this committee to the designee, consisting of at least three property owners within the Ansley Park subdivision, designee shall serve as the Architectural Committee.
- b. "Declarant" or "Developer" shall mean Ansley, I.L.C, a Mississippi Limited Liability Company, its successors and assigns.
- c. "Lot" shall mean and refer to any plot of land shown as such upon any recorded subdivision map or plat of the Property, with the exception of the Common Area as heretofore defined.
- d. "Member" shall mean and refer to every person or entity who holds membership in the Ansley Park Homeowners Association.
- e. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.
- f. "Property" shall mean and refer to that property described on Exhibit A hereto which is subject to these Covenants or any Supplemental Covenants under the provisions of Article II hereof, and any additional land subjected to these Covenants.

2. PROPERTY SUBJECT TO THIS DECLARATION:

- a. The Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in DeSoto County, State of Mississippi, and is more particularly described on Exhibit A which is attached hereto and made a part hereof, all of which property shall be referred to as the "Property". From time to time, Developer may subject other properties to this Declaration by filing such supplemental declarations with the description of that property which shall become subject to the terms and conditions of this Declaration.

3. ESTABLISHMENT OF HOMEOWNER'S ASSOCIATION

- a. General. Declarant has deemed it desirable for the efficient preservation of the values and amenities in Subdivision to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and

administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter established, and for the purpose of promoting the common interest of the property owners in Ansley Park. Pursuant thereto, Declarant has caused to be incorporated under the laws of the state of Mississippi, as nonprofit corporation, Ansley Park Homeowners Association, Inc. for that purpose of exercising the aforesaid powers. The association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation and Bylaws and may include, but not be limited to, maintenance of roads, common areas, utility trench lines, easements, a security system, and pest control program. The association may engage in any other activity or assume any responsibility that may be considered as promoting the common interest of residents.

The association shall operate and maintain at its cost, in neat and good order, and of the use and benefit of the owners of property in Ansley Park, all land owned by the Association. The Association shall be responsible for the perceptual maintenance of the roads unless or until the appropriate governmental body of Olive Branch accepts this responsibility from the Association. The Association shall be responsible for the maintenance of utility trench lines. If Declarant conveys any property to the Association other than streets and other designated common areas, such conveyance shall not be effective until and unless it is approved by two-thirds (2/3) of the members present and voting at any meeting of the homeowners at which due notice of consideration of such conveyance has been given to all members; and further provided that Declarant shall not be entitled to vote for or against the acceptance of such conveyance.

- b. Membership in the Association. Each record owner of a fee or undivided interest in any lot which is subject to this declaration shall be a member of the Association and shall abide by the Association's articles, by-laws, rules and regulations and this Declaration and shall be liable for the payment of all assessments levied; provided that a person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.
- c. Voting Rights The Association shall have two classes of voting membership:
 - i. Class A Members shall be those owners defined in Section 2, with the exception of Declarant. Class A members shall be entitled to one vote for each lot owner. When more than one person holds such interest in any lot, all such persons shall collectively be entitled to one vote per lot, which vote shall be exercised by the consent of a majority of the owners of record of such lot. For the purpose of exercising voting rights, the owner of a lot which has a residential dwelling on it may designate the occupant to vote, provided such designation shall be made in writing and shall remain in effect until cancelled in writing and delivered to the Association.
 - ii. Class B member shall be the Declarant. The Class B member shall be entitled to cast

two votes for each building site in which he holds the interest required for membership by Section 2; provided that the Class B membership shall cease and become Class A membership when Declarant elects in writing to terminate Class B membership.

iii. No member shall be entitled to vote unless such member has fully paid all assessments as provided herein as shown by the books of the Association.

d. Assessments

i. Annual Assessments. Until changed by the Board, the annual assessment per lot shall be \$125.00. The annual assessment may be increased or decreased by the Board not more frequent than annually; provided however, that the maximum annual assessment shall not exceed the sum of \$500.00 per lot unless the same is approved by the members of the Association in accordance with Section 3(d)ii below. Any owner of more than two lots shall be exempt from the annual assessment for a period of one (1) year.

ii. Change in Maximum Annual Assessment. The Association may change the maximum amount of the annual assessment fixed by Section 3(d)i above prospectively for any annual period, provided that any such change shall be approved by two-thirds (2/3) of the voters of the Class A members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

iii. Special Assessments. In addition to the annual assessments authorized by Section 3(d)i above, the Association may levy any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement on the common areas, including necessary fixtures and personal property related thereto, and any extraordinary expense of operation or maintenance, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Class A members who are voting in person or by proxy at a meeting duly called for such purpose, written notice shall be sent to members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

iv. Quorum. The quorum required for any action authorized by the Sections 4 and 5 above shall be as follows:

At the first meeting called, as provided in Sections 3(d) hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) percent of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3(d) hereof, and the required quorum at any such subsequent meeting shall be

one-half (1/2) of the required quorum at the preceding meeting.

v. **Assessment Due Dates.** The annual assessments provided for herein shall be due and payable on or before July 31 of each year until otherwise changed by the Board. The initial purchasers of building sites from Declarant shall be required to pay to the Association the annual assessment, with proration not to be less than \$100.00, at the time of conveyance of the lot from Declarant to initial purchaser. The due date of any special assessment levied pursuant to Section 3(d) shall be fixed in the resolution authorizing such assessment.

vi. **Authority of the Board** The Board shall have the authority to change the due date of assessments and the amount thereof, provided, however that written notice of any change of due date shall be given to each owner at least thirty (30) days in advance of such due date. The Board shall cause to be prepared a roster of the properties and assessments applicable thereto which roster shall be kept at the principal address of the Association, and shall be open to inspection by any member during normal business hours. A written statement or invoice for payment of the assessments shall be sent to each owner at the address designated in writing to the association by each owner. If not otherwise designating in writing, said statements and/or notices may be mailed to the address of any lot upon which a dwelling unit has been constructed, and in the case of nonimproved lots, may be mailed to the address set forth on the Olive Branch tax roll.

The association shall upon receipt, furnish to any owner liable for the payment of assessments, a certificate in writing signed by the appropriate officer of the Association, setting forth whether said assessments against the owner's lot has been paid and the due date of the next assessment. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

vii. **Effect of Nonpayment of Assessments** If the assessments are not paid on the due date when due the such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, including reasonable attorney's fees, as hereinafter provided, thereupon becoming 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 assessments, 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 delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18) 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 such action, including attorney fees.

viii. Rights of Declarant. Notwithstanding anything contained herein to the contrary, Declarant shall be exempt from the payment of assessments against lots owned by Declarant and held for sale in the normal course of business; provided, however, that this exemption shall not apply to lots owned by Declarant upon which have been constructed a dwelling unit; and, provided further, that Declarant's exemption from payment of assessments shall terminate upon termination of Class B membership in the Association or upon Declarant's written waiver of this exemption, whichever shall be first.

ix. Subordination of the Lien to Mortgages The lien of the assessments provided for above shall be subordinate to the lien of any first mortgage of an institutional mortgagee and to the lien of any purchase money mortgage held by declarant, its successors and assigns. Sale or transfer of any building 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.

For the purpose of this declaration, "Institutional Mortgagee" means (a) any lending institution having a first mortgage lien upon a lot including any of the following institutions; a federal or state saving and loan or building and loan association, or bank or real estate investment trust, or mortgage banking company doing business in the state of Mississippi; or (b) any "Secondary Mortgage Market Institutions" including the Mississippi National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institutions as the Board shall thereafter approve in writing which has acquired a first mortgage upon a lot; or (c) any and all investing and lending institutions, or the successors and assigns of such lenders herein referred to as the "Lenders" which has loaned money to Declarant's to acquire, or construct improvements upon, the property and which holds a mortgage upon any portion of the property securing such a loan.

4. ARCHITECTURAL COMMITTEE AND REVIEW PROCESS

- a. Review by Committee. No structure, whether a residence, accessory building, tennis court, swimming pool, fence, wall, exterior lighting, or other improvement, shall be constructed upon any lot and no alteration thereof shall be made or performed unless complete plans and specifications showing the exterior design, height, building material, elevations and color scheme thereof, the location of the structure on the lot, the location and size of driveways, and the general plan of landscaping and fencing shall have been submitted to and approved in writing by the Architectural Committee. A copy of such plans and specifications, as finally approved, shall be deposited with the Architectural Committee. No trees over 3 inches in diameter shall be removed without prior written approval by the Architectural Committee.

- b. **Best Judgment.** The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations conform to and harmonize with existing surroundings and structures.
- c. **Procedures.** The Architectural Committee shall approve or disapprove all plans and requests within ten (10) business days after submission. In the event the Architectural Committee fails to take any action within ten (10) business days after requests have been submitted, approval will be deemed to have been given, and this Article will be deemed to have been fully complied with and construction shall be in compliance with plans as submitted. The Architectural Committee may adopt architectural guidelines to benefit the Subdivision.
- d. **Limited Liability.** The Architectural Committee shall not be liable for damages to any person submitting requests for approval or to any owner of any lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests. The Architectural Committee may refuse approval on any grounds, including purely aesthetic conditions.
- e. **Approvals.** Construction on approved plans shall commence within six (6) months of such approval, or such approval shall cease and terminate if construction does not commence within such period. Once commenced, such construction shall be diligently pursued to completion within 12 months from start of construction, unless such time is extended by the Architectural Committee.
- f. **Only those plans designed by professional residential designers or architects whose qualifications are approved by the architectural committee will be accepted. The criteria used in determining a designer's or architects qualifications will be within the sole province of the committee.**
- g. **The Committee seeks to maintain a visually pleasing and harmonious design for each home site within a specific garden home area.**
- h. **APPLICATION PROCESS**
 - i. **An Application of Approval shall be submitted by the property owner or his agent to the Architectural Review Committee. Included with the application shall be such plans and documents and other information as specified in the following sections and as requested by the Committee. WRITTEN APPROVAL BY THE COMMITTEE MUST BE RECEIVED BEFORE COMMENCEMENT OF ANY CLEARING, GRADING OR CONSTRUCTION ACTIVITY. The authority to approve building and landscape plans is vested solely in the committee.**

ii. It shall be the responsibility of the lot owner to acquaint his or her architects, advisors and contractors with the architectural review process and the Garden Home Architectural Guidelines.

iii. Compliance with all local and state governmental regulations and obtaining all necessary permits and fees shall be the obligation of the lot owner. A fee of \$100.00 is required with the Application to offset the cost of architectural consultants for the Committee.

5. RULES FOR ALL OWNERS, CONTRACTORS AND SERVICE PERSONNEL

No approval of plans and specifications, nor these design guidelines shall ever be construed as representing or implying that a structure is properly designed. Such approvals and standards shall in no event be construed as representing or guaranteeing that any structure will be built in a good workmanlike manner. It is the sole responsibility of the lot owner to make sure that construction meets the criteria of Ansley Park covenants and design guidelines.

The following rules apply to all Ansley Park owners, contractors and service personnel while on Ansley Park premises:

- a. Contractors are required to keep their job sites as neat and clean as possible. Trash and discarded materials will be removed daily. All trash stockpiled for removal shall be located on street side of lot until removed. There will be no stockpiling or dumping on adjacent lots or on streets. Trash not removed will be removed and will be billed to the responsible party or taken from the Damage Deposit of \$500..
- b. No building material of any kind or character shall be placed upon any lot except in connection with construction approved by the Architectural Committee. As soon as building materials are placed on any lot in such connection, construction shall be promptly commenced and diligently prosecuted, including approved driveways and landscaping.
- c. Construction materials shall be stored in a neat and orderly manner at all times during construction. Mud from construction vehicles shall be removed before each day's end. Materials are not permitted to accumulate on any lot for a period exceeding 90 days from the first delivery. Stockpiling of any material on adjacent lots is not allowed.
- d. Contractors will use only the utilities provided to the immediate lot on which they are using.
- e. Concrete trucks may be washed out on the site where they have just poured the slab ONLY. Concrete trucks may NOT be washed out on adjacent lots (whether vacant or

not), on any street, sidewalk or any developed property. There will be NO EXCEPTIONS. The builder is to designate a washout area on the lot where the pour is taking place and notify the concrete truck driver as to where it is. The developer may, from time to time, provide wash out areas within the subdivision and will post signs as to availability.

- f. All personnel working in the community are to insure that they will keep all areas in which they work or travel through free of discarded materials such as lunch bags and odd materials. Objects should not be thrown out of cars and trucks. Stock piling of any materials on adjacent lots or common areas is not allowed.
- g. Loud radios or noise will not be allowed within the subdivisions. This is distracting and discomforting to property owners. Normal radio levels are acceptable. Do not mount speakers on vehicles or outside of homes under construction. Remember that sound travels a long way.
- h. No building materials or equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence.
- i. No temporary storage trailers or buildings are allowed.
- j. Any construction work on Sundays will be with the written consent of the developer. The developer reserves the right to revoke the written consent at any time.
- k. Lots shall not be used as a dumping ground for rubbish. The cost of removal will be the responsibility of the lot owner.
- l. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead, diseased or damaged trees on any lot which might create a hazard to property or person shall be promptly removed and/or repaired. Cutting of weeds, or removal of dead and hazardous trees contracted by the Developer, necessitated by inaction on the lot owner's part, will be billed to the lot owner.

6. LIEN CREATED FOR ENFORCEMENT

- a. Remedies for Failure to Observe Rules for All Owners, Contractors and Service Personnel special Architectural and Construction Requirements: If any Owner shall fail to observe Rules for All Owners, Contractors and Service Personnel special Architectural and Construction Requirements then the Association, after fifteen days prior written notice to such Owner, shall have the right, not the obligation, to correct the deficiency and to charge the Owner in violation with costs of such assessment or such work, together with interest thereon at the rate of twelve percent (12%) per annum from the date of such work to the date of reimbursement of the Association by Owner.

If the Owner shall fail to reimburse Association for such costs within ten days after demand therefor, Association, at any time within two years after such corrective action, file for record in the Office of Chancery Clerk of DeSoto County, Mississippi, a claim of lien signed by the Association in the amount of such charge together with interest thereon. The lien created by this section shall be effective to establish a lien against the interest of the Owner in his lot together with interest at twelve percent (12%) per annum on the amount of such corrective action, in addition to recording fees, cost of title search obtained in connection with such lien or the foreclosure thereof, and court costs and reasonable attorneys fees that may be incurred in the enforcement of such a lien.

- b. **Foreclosure of Lien.** Subject to the provisions of this declaration, such a lien, when so established against the lot described in said claim, shall be prior or superior to any right, title, interest, lien, or claim that may be or may have been acquired in or attached to the real property interests subject to the lien subsequent to the time of filing such claim for record. Such lien shall be for the benefit of the Association and may be enforced and foreclosed in a like manner as a real estate mortgage is foreclosed in the state of Mississippi, but without redemption.
- c. **Cure.** If a default for which a notice of claim of lien was filed is cured, Association shall file or record a rescission of such notice, upon payment by the defaulting Owner of the costs of preparing and filing or recording such rescission, and other reasonable costs, interest, or fees that have been incurred.

7. **BUILDING REQUIREMENTS**

a. **MINIMUM DWELLING SIZES**

The minimum building requirement for heated and cooled space in a dwelling, excluding open porches and garages, breezeways, cabanas, workshops and exterior bathrooms, or the like shall be 1600 square feet.

The Architectural Review Committee reserves the right to deviate from stated minimums where circumstances necessitate and where benefits will accrue to the community.

b. **BRICK**

All dwellings shall contain brick veneer exterior surfaces covering a minimum of 50% of the exterior wall area.

c. **BUILDING SETBACKS**

The minimum building setback limits have been determined by the Architectural Review

Committee. The following setbacks are minimum standards and are measured from the property lines.

Front & Street	35 feet
Side	10 feet
Rear	25 feet

d. GARAGES

i. Each dwelling shall have a garage for not less than two traditionally sized automobiles manufactured in the United States. Garages must have multiple wood or steel raised panel garage doors, each door being one car width (9') and 7' or 8' in height, with a minimum of 4 sections, equipped with automatic garage door openers. Except for unusual circumstances, an Owner of a Lot must keep his automobile parked in his garage. All garage doors shall be kept closed except during period of the actual use thereof.

ii. Dwellings shall be so constructed as to require garage openings to face side lot lines rather than the street. Where the committee determines that this requirement is not feasible due to lot configuration or terrain constraint, the committee may approve an alternative layout that meets the goals of preserving the visual quality of the subdivision.

e. MAILBOXES

Each dwelling shall have a mailbox which is uniform throughout the community and which is approved by or meets in every respect the requirements set forth by the Architectural Review Committee, which may require its purchase from a specified vendor. Address numbers, which also must meet the requirements of the Architectural Review Committee, shall be displayed on mailboxes ONLY. No address numbers shall be displayed on any part of the residence (i.e. doors, fascia, synthetic stucco, brick) once the home is completed and occupied. Mailboxes shall to be placed near the driveway.

f. WINDOW UNITS

Window mounted air-conditioning or heating units are prohibited.

g. TEMPORARY STRUCTURES

No structures of a temporary character, trailer, basement, shack, garage, barn or other out-building shall at any time be used as a residence, temporarily or permanently. No detached structure may be constructed without first having been approved by the Committee and all such buildings must conform in every respect, including materials, with the exterior

construction of the residence construction on that same lot.

h. NUISANCES

No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other owners. Decisions of the Committee in its sole discretion shall be final as to what does or does not constitute an annoyance or nuisance.

i. NO SUBDIVISION OF LOTS

No lot may be subdivided into two or more lots. However, two or more lots may be combined as one lot, in which case the interior lot lines and easements along the common lot line shall be extinguished, except where drainage easements or existing utility lines are in place. In the event two or more lots are so combined as a single lot under one ownership, no part of the combined lots may be separately sold or conveyed without approval of the Association.

j. STORAGE/ PARKING

There shall be no storage or obstructions placed or parked on any landscape area without the prior written consent of the Committee.

k. SINGLE FAMILY USE ONLY

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

l. USAGE

No offensive or unlawful use shall be made of the subdivision property, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies have applicable jurisdiction thereof shall be observed. The responsibility of governmental bodies which require maintenance shall be enforceable in the same way as the responsibility for the maintenance and repair of the property concerned under these Restrictions.

m. BASKETBALL GOALS

Basketball goals are permitted, however, under no circumstances are basketball goals allowed to be attached to any part of a residence or other structure. Written approval from the Committee must be obtained to place a basketball goal anywhere but the rear of the house.

8. EASEMENT FOR SUBDIVISION SIGN

Lots 45 and 67 contain subdivision identification markers. Such markers are placed within an easement for the benefit of any other lot owner within Ansley Park Subdivision, either individually or severally, for the sole purpose of subdivision marker maintenance in the event said marker falls into disrepair. In no case shall the original form, design, or composition of the markers be altered without the expressed written approval of the owner of lot 45 or 67 and the architectural committee.

9. GENERAL PROVISIONS

- a. **Duration.** The Covenants and Restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these Covenants and Restrictions signed by the then Owners of seventy-five percent (75%) of the Lots has been recorded prior to the commencement of any ten-year period.
- b. **Amendments.** These Covenants and Restrictions may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding any other provision in these covenants and restrictions, for as long as the Developer shall own any property within the subdivision or there are additional phases to be added to the subdivision, then these covenants shall not be amended without the written approval of the Developer. Any amendment must be properly recorded in the Land Records of the Chancery Clerk of Desoto County, Mississippi. As long as Developer owns lots in the Subdivision, Developer may make reasonable amendments to these covenants without the consent of any other person.
- c. **Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. Each purchaser of a lot shall forward a copy of his recorded warranty deed to the Association or its officer.
- d. **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

- e. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- f. Attorney Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this instrument or any provision thereof, by reference or otherwise, the prevailing party or parties shall be entitled to attorney fees in such amount as the court finds reasonable. All remedies provided for herein or at law or equity shall be cumulative and not exclusive.
- g. Covenant Running With The Land. This Declaration shall be a covenant running with the Land and shall apply to all Lots and Common Areas which are created from the Property.

[Handwritten Signature]
 s/ James W. Eubanks, Jr.
 Ansley, LLC

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the above county and state, James W. Eubanks, Jr., Member of Ansley, LLC and who being duly authorized stated that they signed and delivered the above and foregoing instrument on the day and year therein stated as the their act and deed. ,

GIVEN under my hand and official seal of office, this the 3 day of July, 2001.

/s/ NOTARY PUBLIC
 My Commission Expires

W. E. Davis
Chancery Clerk
by S. Cleveland

Prepared By:

Robert L. Barber, Sr., AICP, President
 Association Management Group, LLC
 5895 Southridge Drive
 Olive Branch, Mississippi
 662-895-4555

MY COMMISSION EXPIRES
 JAN. 5, 2004

