

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE PARK AT PIGEON ROOST P.U.D.**

The following Restrictive Covenants shall apply to the residentially zoned land in The Park at Pigeon Roost, Planned Unit Development, as shown on Plat of Record recorded in Plat Book 77 on Page 14 and located in the City of Olive Branch in of Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi.

This Declaration of Covenants and Restrictions made this the 4 day of 12, 2000, by The Park at Pigeon Roost Joint Venture, 340 New Byhalia Rd. Collierville, TN 38017, hereinafter referred to as "Declarant".

ARTICLE I. PURPOSE

Declarant, in order to provide for the preservation of the values, amenities, attractiveness and desirability of the real property to be known as "THE PARK AT PIGEON ROOST P.U.D.", as more fully described in Article III hereof, and in order to provide for the administration and maintenance of certain portions of said real property and for the enforcement of these covenants and restrictions, hereby declares that the real property described in Article III hereof shall be held, used, transferred, sold and conveyed subject to the covenants and restrictions set forth herein.

ARTICLE II. DEFINITIONS

A. "Association" means THE PARK AT PIGEON ROOST P.U.D. Homeowners' Association, Inc., a Mississippi nonprofit corporation.

B. "Board" means the Board of Directors of THE PARK AT PIGEON ROOST P.U.D. Homeowners' Association, Inc.

C. "Lot" means the parcels of land in the Properties upon which a residence may be constructed, other than the Common Area.

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- D. "Bylaws" means the Bylaws of the Association.
- E. "Committee" means the Architectural Control Committee.
- F. "Common Area" means any land, easements or facilities which the Association owns and/or maintains.
- G. "Declarant" means Owner, developer, its successors, and assigns.
- H. "Declaration" means this Declaration of Covenants and Restrictions as the same may be supplemented or amended from time to time.
- I. "Improvement" means all buildings, driveways, parking areas, fences, lights and utility poles and lines and any other structure of any type or kind. Improvements to be placed on any building site require the approval of the Committee.
- J. "Living Area: means those heated and/or air-conditioned areas which are completely finished as a living area, and shall not include garages, carports, porches, patios, or storage areas.
- K. "Member" means any master or THE PARK AT PIGEON ROOST P.U.D. Homeowners' Association, Inc.
- L. "Owner" means any person who owns fee simple title to any lot within the development, and shall not mean a mortgagee unless and until such mortgagee has acquired title through foreclosure or any proceeding in lieu of foreclosure.
- M. "Properties" shall mean and refer to the real property described in Article III hereof.

ARTICLE III. PROPERTY SUBJECT TO DECLARATION

The real property which is subject to this Declaration is that certain real property located in residentially zoned portion of The Park at Pigeon Roost P.U.D. in the City of Olive Branch, Mississippi.

ARTICLE IV.

THE PARK AT PIGEON ROOST P.U.D. HOMEOWNERS' ASSOCIATION, INC.

Section 1. General. Declarant has deemed it desirable for the efficient preservation of the values and amenities in THE PARK AT PIGEON ROOST P.U.D. 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 property owners in THE PARK AT PIGEON ROOST P.U.D. Pursuant thereto, Declarant has caused to be incorporated under the laws of the State of Mississippi, as a nonprofit corporation, THE PARK AT PIGEON ROOST P.U.D. Homeowners' Association, Inc., for the 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 responsibilities that may be considered as promoting the common interest of residents.

The association shall operate and maintain at its costs, in neat and good order, and of the use and benefit of the owners of property in THE PARK AT PIGEON ROOST, P.U.D., all land owned by 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 the members; and further provided that Declarant shall not be entitled to vote for or against the acceptance of such conveyance.

Section 2. 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, bylaws, 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.

Section 3. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as 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 said designation shall be made in writing and shall remain in effect until canceled in writing and delivered to the Association.

Class B. 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 1; provided that the Class B membership shall cease and become converted to Class A membership when seventy-five percent (75%) of the building sites are owned by persons or entities other than Declarant, or when Declarant elects in writing to terminate Class B membership, whichever occurs first.

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.

ARTICLE V. ASSESSMENTS

Section 1. Creation of lien and Owner's Obligation. Each Owner of a lot by the acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association annual assessments and special assessments to be fixed, established and collected from time to time as herein provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as herein provided, 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 and costs of collection thereof as herein provided, shall also be the personal obligation of the person who is the record owner of such property at the time when the assessment becomes due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of THE PARK AT PIGEON ROOST P.U.D., and in particular for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the common area and of the homes situated upon lots, including but not limited to, the payment of taxes, insurance, repair, replacement, additions thereto, maintenance, and or the cost of labor, equipment, materials, maintenance, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Annual Assessments. Until changed by the Board, the annual assessment per lot shall be \$120.00. 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 \$240.00 per lot unless the same is approved by the members of the Association in accordance with Section 4 below.

Section 4. Change in Maximum Annual Assessment. The Association may change the maximum amount of the annual assessment fixed by Section 3 above prospectively for any annual period, provided that any such change shall be approved by two-thirds (2/3) of the voters of 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.

Section 5. Special Assessments. In addition to the annual assessments authorized by Section 3 above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement on the common areas, including necessary fixtures and personal property relating 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 Class A 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 of said meeting and which notice shall set forth the purpose of the meeting.

Section 6. Quorum. The quorum required for any action authorized by Sections 4 and 5 above shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 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 4 and 5 hereof, and the

required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. 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 buildings sites from Declarant shall be required to pay to the Association the annual assessment, without proration, at the time of conveyance of the lot from Declarant to said initial purchaser. The due date of any special assessment levied pursuant to Section 4 shall be fixed in the resolution authorizing such assessment.

Section 8. Authority of 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 in the amount 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 owner 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 designated 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 non-improved lots, may be mailed to the address set forth on the DeSoto County 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.

Section 7. Effect of Nonpayment of Assessments. If the assessments are not paid on the date when due then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, including reasonable attorneys' 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, devisee, personal representatives and assigns. The personal obligation of the then owner to pay such assessments, however, shall remain his personal 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.

Section 8. 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 lot shall not affect the assessment lien. However, the 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 savings 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 Institution: including the Mississippi National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall thereafter approve in writing which has acquired a first mortgage upon a lot; or any and all investing or lending instructions, or the successors and assigns of such lenders herein referred to as the "Lenders") which has loaned money to Declarant to acquire, or construct improvements upon, the property and which holds a mortgage upon any portion of the property securing such a loan.

ARTICLE VII. GENERAL STANDARDS

Section 1. Land Use and Building Types. No lot shall be used except for residential purposes. No accessory building of any type shall be erected, altered, placed, or permitted to remain on any lot in the R-3 section of The Parks at Pigeon Roost, P.U.D.

Section 2. Improvement Setbacks and Location. See Plat.

No building, structure, fence, wall, hedge or shrub planting which obstructs sightliness at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sight line limitations shall apply within 10

feet from the intersection of a street property line with the edge of a driveway or alley pavement. No hedge shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 3. Temporary Structures. No trailer, travel trailer, motor home, basement, tent, shack, garage, barn, or other outbuilding shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be located on any lot at any time. No boats, trailers, campers, or other vehicles shall be parked or stored within the confines of the development.

Section 4. Driveway and Sidewalks. All driveways shall be constructed of concrete. Under no circumstance shall any driveway expansion exceed twenty-four (24) feet of total driveway width.

Section 5. Utility Connections and Television Antennas. All house connections for all utilities including, but not limited to, water, sewage, electricity, telephone and television shall be run underground from the property connecting points to the building structure in such manner to be acceptable to the governing utility authority and the Committee. All antennas and satellite dish shall be placed in the rear of the dwelling. All satellite dish shall be no more than 20-inches in diameter. Exterior radio and television antenna, and satellite dish installations must be approved in writing by the Declarant.

Section 6. Water Supply. No individual water supply system of any type shall be permitted on any site.

Section 7. Garbage and Refuse Disposal. No lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage or other

waste shall no be allowed to accumulate on the property and shall not be kept except in sanitary containers installed in such manner to be acceptable to the Declarant. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All containers shall be kept at the rear of the residence, and in no event shall the same be visible from the street when facing the residence.

Section 8. Air-Conditioning and Heating Units. No window air-conditioning or heating units shall be installed in any dwelling and all exterior heating and/or air-conditioning compressors or other machinery shall be located to the rear of the residence in such a manner to be acceptable to the Committee, and shall not be visible from the street. Under no circumstances shall any of the same be located at the front of the residence. No vents of any kind shall be located on the front of the building.

Section 9. Mail Boxes. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar materials shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Declarant.

Section 10. Fences. Chain link fences will be prohibited in the residential areas. Permitted fences in the residential areas shall be constructed singularly or in combination of wood, brick or wrought iron.

ARTICLE VIII. RESTRICTED OF PROHIBITED ACTIVITIES

Section 1. Business or Commercial Activity. No business, trade or commercial activity shall be conducted on any lot.

Section 2. Signs. No sign of any kind shall be displayed to the public view on any site except one sign of not more than five square feet advertising the property for sale or rent. All signs must be approved in writing by the Declarant.

Section 3. Livestock and Pets. Only household pets will be allowed. Dogs must be kept on a leash, be fenced in a yard or kept in the house. Any dog creating a nuisance in the neighborhood be it from excessive barking, chasing cats, chasing people, or the like, shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

Section 5. Vehicle Parking. With the exception of temporary parking for visitors, maintenance vehicles or delivery vehicles, there shall be no on-street parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles, trucks or trailers. Temporary parking as used above is defined as not including over-night parking.

Section 6. Drying Areas. No clothing, laundry, or wash shall be aired or dried on any portion of a lot.

ARTICLE IX. COMMON AREAS

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the common areas and such easement shall be appurtenant to and shall pass with the title to every site. Each owner shall have a perpetual easement for ingress over and across all roads located within the Properties.

Section 2. Title to Common Areas. The Declarant may retain the legal title to the common areas until such time as the subdivision plat of the development has been recorded at which time Declarant hereby covenants, for himself, his successors and assigns, that he shall convey title to the common areas to the Parks at Pigeon Roost Homeowners Association.

Section 3. Extend of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to suspend the enjoyment rights of any member for a period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,

(b) the right of the Association to dedicate or transfer all or any part of the common properties to any public agency authority, or utility for such purposes are subject to such conditions as may be agreed to by the members, provided that no such dedications or transfer, determination as to the purpose or as to the conditions thereof, shall be effective, unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes irrespective of class of membership has been recorded.

Section 4. Open Fires. Open fires and the burning of leaves or underbrush shall be prohibited in THE PARK AT PIGEON ROOST P.U.D.

ARTICLE X. EXTERIOR MAINTENANCE

All owners must maintain structures in good repair and keep the same safe, clean, and orderly in appearance at all times and to maintain such structures in an attractive manner. The Committee shall be the judge as to whether the structures are safe, clean, orderly in appearance at all times, and to maintain such structures in an attractive manner. The Association shall be the

judge as to whether the structures are safe, clean, orderly in appearance, and property painted or preserved, and where the Association notifies the particular owner in writing that said structure fails to meet acceptable standards, said owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Association and that failing to remedy such condition, the owner of tenants hereby covenant and agree that the Association may perform such necessary maintenance, but is not obligated to perform the same or take such actions as will bring the said structure up to acceptable standards, all such repairs and actions to be at the sole expense of the owner.

Section 1. Maintenance. The Association shall maintain all common areas within THE PARK AT PIGEON ROOST, P.U.D., including specifically all roads, easements and green areas. The Association is further authorized to take such action as deemed reasonably necessary to provide for adequate security within THE PARK AT PIGEON ROOST P.U.D., and to provide a program for pest control if necessary.

ARTICLE XI. UTILITY EASEMENTS

Declarant reserves unto itself, his successors and assigns, a perpetual and alienable easement and right on, over and under the common areas and each lot to erect, maintain and use pipes, wires, cables, conduits, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, community antenna television service, gas, sewer, water drainage facilities, or other public conveniences or utilities on, in or over those portions of each lot or the common areas as may be reasonable required for utility line purposes, provided, however, that no such easement shall be applicable to any portion of such lot, parcel or tract, as may (a) have been used prior to the installation of such utilities for construction of a building

whose plans were approved pursuant to these Declaration, or (b) such portion of a lot as may be designated as the site for a building on a plot plan for erection of a building which has been approved in writing. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonable necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service.

ARTICLE XII. ENFORCEMENT

All covenants contained in this Declaration concerning the collection of assessments may be enforced only by the Association or Declarant by action at law or in equity to enforce the personal obligation of an owner for the payment of delinquent assessments or foreclosure of the lien against the lot; provided, however, that any such action taken by Declarant shall be commenced in the name of the Association and on its behalf and all recovery of property or money damages shall be for the benefit of the Association. All remaining covenants and restrictions herein contained may be enforced by the Association, Declarant or any owner in any judicial proceeding seeking any remedy provided herein or recognizable at law or in equity, including damages, injunction, or any other appropriate form of relief against any person violating any covenant, restriction for provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of the same or of the right of such party to thereafter enforce the same. The party bringing any such action to enforce the covenants, restrictions of provisions hereof shall, if said party prevails be

entitled to all costs thereof, including, but not limited to reasonable attorneys' fees. No liability shall attach to Declarant for the failure to enforce the terms of this Declaration.

ARTICLE XIII. DECLARANTS' DEVELOPMENT RIGHTS

Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, his transferee, or his or their contractors or subcontractors from doing or performing on all or any part of THE PARK AT PIGEON ROOST P.U.D. actually owned or controlled by Declarant or his transferee or upon the common areas, whatever they determine to be reasonable necessary or advisable in connection with the completion of the development of the property, including, without limitation:

(a) erecting, constructing, and maintaining thereon such structures and vehicles as may be reasonably necessary for the conduct of Declarant's business of completing and establishing the property as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

(b) conducting thereon his or their business of completing and establishing the property as a residential community and disposing of the property in parcels by sale, lease, or otherwise; c. maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the lots;

(d) provided, however, that operations being conducted under subparagraphs (a), (b), and c. immediately above shall be permitted upon only those parts of the PARK AT PIGEON ROOST P.U.D owned or controlled by the party causing or conducting said operations, land the common areas. As used in this Section, the term "its transferee" specifically does not include purchasers of lots improved as completed residences.

ARTICLE XIV. AMENDMENTS

Section 1. By Declarant. Until Declarant's Class B membership in the Association is terminated as herein provided, all amendments or modifications shall only be made by Declarant, without the requirement of the Association's consent or the consent of the owners; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

Section 2. By Owners. Except as provided in Section 3 of this paragraph after termination of Class B membership in the Association, this Declaration may be amended (I) by the consent of the owners of two-thirds (2/3) of all lots together with (II) the approval of ratification of the majority of the Board. The aforementioned consent of the owners may be evidenced by a writing signed by the required number of owners or by the affirmative vote of the required number of owners at any regular or special meeting of the Association called and held in accordance with the Bylaws, and evidenced by a certificate of the Secretary or an assistant secretary of the corporation.

Section 3. Scrivener's Errors and Nonmaterial Changes. Amendments for correction of scrivener's error or other nonmaterial changes may be made by Declarant along until his Class B membership is terminated and by the Board thereafter and without the need of consent of the owners.

Section 4. Limitations. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, or of any Institutional Mortgagee under this Declaration without the

specific written approval of the Declarant, or Institutional Mortgagee affected thereby.

Furthermore, notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which would increase the liabilities of a then owner or prejudice the rights of a then owner or his family, guests, invitee, and lessees to utilize or enjoy the benefits of the then existing common areas unless the owner or owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures of Section 2 required for adoption of an amendment to the Declaration.

Section 5. Effective Date of Amendments. Any amendment to this Declaration shall become effective upon a Certificate of Amendment to the Declaration setting forth the amendment or modification being recorded in the Public Records of DeSoto County, Mississippi. All amendments, whether initiated by the Declarant or the Association, shall be ratified by the City of Olive Branch Planning Commission before becoming effective.

ARTICLE XV. DURATION OF COVENANTS AND RESTRICTIONS

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of Declarant of owners and the Association, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) 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 signed by the then-owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and restrictions in whole, or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written

notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

ARTICLE XVI MISCELLANEOUS

Section 1. Severability. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extend as may be permitted by law.

Section 2. Notices. Any notice required to be sent to any member or 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.

Section 3. Interpretation of Declaration. The Board shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith. All such interpretations shall be binding on the owners.

Section 4. Captions Headings and Titles. Article and paragraph captions, headings and title inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

Section 5. Context. Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 6. Attorney's Fees. Any provision in this Declaration for the collection of recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

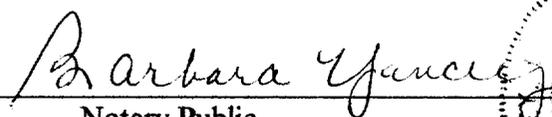
Section 7. Revisions: Any amendments to these restrictive covenants must first be approved by the City of Olive Branch Planning Commission.

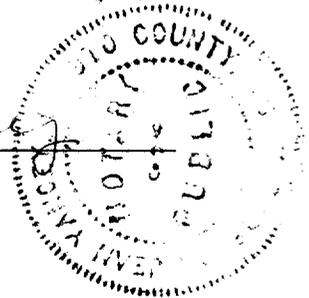
THE PARK AT PIGEON ROOST JOINT VENTURE
TENNESSEE GENERAL PARTNERSHIP

BY: 
Terry Fortwengler, Partner

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the 4th day of December, 2000, within my jurisdiction, the within named Terry Fortwengler, who acknowledged that he is a Member of The Park at Pigeon Roost Joint Venture, a Tennessee General Partnership, and that for and on behalf of the said Tennessee General Partnership, and as its act and deed, he executed the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said General Partnership so to do.


Notary Public



My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 10, 2004
BONDED THRU STEGALL NOTARY SERVICE

The above instrument was prepared by
Russell & Company
P. O. Box 1457
Olive Branch, MS 38654
(662) 893-3377

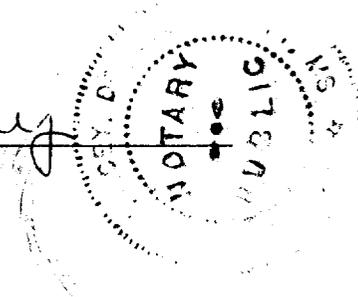
THE PARK AT PIGEON ROOST JOINT VENTURE
TENNESSEE GENERAL PARTNERSHIP

BY: *[Signature]*
Dale Bradshaw, Partner

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the 4th day of December, 2000, within my jurisdiction, the within named Dale Bradshaw, who acknowledged that he is a Member of The Park at Pigeon Roost Joint Venture, a Tennessee General Partnership, and that for and on behalf of the said Tennessee General Partnership, and as its act and deed, he executed the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said General Partnership so to do.

Barbara Yancy
Notary Public



My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 10, 2004
BONDED THRU STEGALL NOTARY SERVICE

The above instrument was prepared by
Russell & Company
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