

## AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR FLEUR DE LIS SUBDIVISION

The following Restrictive Covenants shall apply to all of the land in Fleur de lis Subdivision.

This Declaration of Covenants and Restrictions made this the Oct 1, 1999, by Fleur de lis, LLC, a Mississippi Limited Liability Company, 9035 Highway 61, Walls, Mississippi, 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 "Fleur de lis", as more fully described in Article III here of, 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 Fleur de lis Homeowners' Association, Inc., a Mississippi nonprofit corporation.
- B. "Board" means the Board of Directors of Fleur de lis Homeowner's Association, Inc.
- C. "Lot" means the parcels of land in the Properties upon which a residence may be constructed.
- 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 or maintains.
- G. "Declarant" means Fleur de lis, LLC, a Mississippi Limited Liability Company, its successors and assigns.
- H. "Declaration" means this Declaration of Covenants and Restrictions as the same maybe supplemented or amended from time to time.
- I. "Improvement" means all buildings, outbuildings, sheds, driveways, parking areas, fences, swimming pools, lights, utility poles and lines and any other structure of any type or kind. Improvements to be placed on any building site required 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 area.
- K. "Member" means any master or Fleur de lis Homeowner's 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 proceedings in lieu of foreclosure.
- M. "Properties" shall mean an 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 known as Fleur de lis is located in Sections 35, Township 1, Range 7 West, Olive Branch, Mississippi and more

particularly shown in Exhibit A Attached hereto. Real property is meant to contain, but not limited to, streets, common area and lots.

**Section 1. General.** The property is a gated community, with gates open from 6 a.m. to 6 p.m. daily. From 6 p.m. to 6 a.m. the gates shall remain closed, with keypad security code access.

**Section 2. Emergency Vehicles.** Police, fire, and all other emergency vehicles shall have access to the property from 6 p.m. to 6 a.m. with an emergency keypad security code and/or a padlock or locking device.

#### ARTICLE IV. FLEUR DE LIS HOMEOWNER'S ASSOCIATION, INC.

**Section 1. General.** Declarant has deemed it desirable for the efficient preservation of the values and amenities in Fleur de lis to create an agency to which should be delegated and assigned 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 Fleur de lis. Pursuant thereto, Declarant has caused to be incorporated under the laws of the State of Mississippi, as nonprofit corporation, Fleur de lis 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 shall include, but not be limited to, maintenance of roads, common area, easements or fences. 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 Fleur de lis, all land owned by the Association. The association shall be responsible for the maintenance of common area lighting, fences and landscape. 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 the entire development; 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 on January 1, 2007, 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 monthly assessments and special assessments to be fixed, established and collected from time to time as herein provided. The monthly 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 and 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 Fleur de lis, and in particular for the improvement and maintenance of the properties, services, privately maintained streets and facilities devoted to the purpose and related to the use and enjoyment of the common area and of the homes situated upon lots, but not limited to, the payment of taxes, insurance, repair, replacement, additions thereto, maintenance, and for the cost of labor, equipment, materials, management and supervision thereof.

**Section 3. Monthly Assessments.** The monthly assessment per lot shall be a minimum of \$50.00. The person or persons placed in charge of the financial transactions of the Homeowner's Association shall be required to be bonded in such a manner as to protect the interests of the Homeowner's Association. The monthly assessment may be increased or decreased by the Board not more frequent than monthly; provided, however, that the maximum monthly assessment shall not exceed the sum of \$75.00 per month per lot unless the same is approved by the members of the association in accordance with Section 4 below.

**Section 4. Change in Maximum Monthly Assessment.** The Association may change the maximum amount of the monthly assessment fixed by section 3 above prospectively for any monthly 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 monthly assessments authorized by Section 3 above, the Association may levy in any assessment year a special assessment, applicable to that month only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or placement of a capital improvement on fences, walls, or 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 meeting shall be one-half (  $\frac{1}{2}$  ) of the required quorum at the preceding meeting.

**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, devisees, personal representatives and assigns. The personal obligation of the 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 assumed by them.

If the assessment is not paid within sixty (60) 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. 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 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.

**Section 9. 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 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 the 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 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 as acquired a first mortgage upon a lot; or (c) 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 VI. ARCHITECTURAL CONTROL COMMITTEE

**Section 1. Membership.** The Board shall appoint the members of the Architectural Control Committee which shall initially consist of Dale Wilson and, or appointees.

(a.) All approvals or disapproval's, either complete and final, conditional, or qualified, shall be in writing and signed by an Architectural Committee representative. Any Amendments

to these covenants must first be approved by the City Planning Commission. Until further notice, submittals should be delivered or mailed to:

Dale Wilson  
9035 Hwy. 61  
Walls, MS 38680

**Section 2. Successors.** Membership of the original membership in the Architectural Control Committee shall expire on December 31, of the year following the calendar year in which 90 percent of the total lots, is sold; or upon the death or resignation of any of the above-named individual. In either case, the Board shall appoint successor committee member(s) as required to maintain a minimum committee size of at least three members.

**Section 3. Purpose.** No building, fence, structure, alteration, addition or improvement of any kind, other than interior alteration not affecting the external appearance of a building or structure shall be commenced, erected, placed or maintained upon any portion of any lot unless and until the plans and specifications therefore shall have been approved in writing by the Committee in its sole discretion as to harmony of external design and location in relation to surrounding structures and topography and as to aesthetic quality.

**Section 4. Approval Procedures.** Any approval requested of the Committee shall be requested in writing and shall be submitted to the Committee at the principal office of the Association. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, approval shall be deemed to have been given if written notice by the applicant has been given to the Committee stating that no action was taken for thirty (30) days and requesting immediate action within ten (10) days; and the Committee fails to approve or disapprove within said ten (10) day period.

Before any construction is undertaken, the lot owner or his representative shall lay out the dimensions of the structure on the site, and this specific site plan must be approved by the Committee in writing.

Within ten (10) days after the completion of construction of any improvement within Fleur de Lis the owner, builder, or other agent for the owner, shall submit written notice to the Committee that the improvement is complete and ready for inspection. Within twenty (20) days after receipt of such notice, the Committee shall inspect the improvement and shall notify the owner in writing as to any defects or deficiencies which are found. This response from the Committee shall include a statement as to the corrections which should be made to correct any such deficiencies so as to render the improvement in compliance with the approved plans and specifications. The owner shall be given a reasonable period within which to correct such deficiencies after being reasonable opportunity to do so, the committee shall make such recommendations to the Board as it deems necessary in enforcing compliance with the approved plans and specifications. In the event the Committee fails to inspect the improvement and notify the owner in writing as to the defects within twenty (20) days after such notice, the improvement will be deemed in compliance with the plans and specifications previously approved.

**Section 5. Administration.** The Committee shall have the power to adopt rules and establish procedures not inconsistent with the provisions of this Declaration, including, but not limited to construction and development standards as may be deemed necessary by the Committee to insure a quality development, and to insure preservation of the aesthetic qualities of the property. The written request and submittal of plans and specifications required pursuant to Section 2 hereof shall include, but not be limited to a specific site plan; floor plans with elevations, accessory structures, landscaping plan and a comprehensive color scheme designating the precise color of all exterior surfaces and exterior materials is to be used. The Committee may disapprove a plan for lack of artistic style or aesthetic quality. For example, the committee may disapprove a plan because it is too square or "box-like", because the roof is too flat, because

there is not sufficient landscaping, or for any other reason that the Committee in its sole discretion, may deem appropriate. In addition to the basic roof and wall colors, the rendering or color scheme shall include, but not limited to, the color of the trim, gutters, window, shutters, decks, porches, and all other exposed surfaces. The Committee, in its sole discretion, may disapprove a color scheme on the ground that it is not in conformance with the aesthetic character of the development. The Committee shall also disapprove any aluminum windows, doors, or similar structures using aluminum, except anodized aluminum. No pipes, wires, or other appurtenances underneath or adjoining a structure shall be exposed, but shall be encased or housed as part of the overall construction project.

## ARTICLE VII. GENERAL STANDARDS

**Section 1. Land Use and Building Types.** No lot shall be used except for residential purposes. No building of any type shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed three stories in height at street grade. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and specifications upon each building plot unless such completion is rendered impossible as the direct result of strike, fires, national emergencies or natural calamities. No lot shall be subdivided, it being the intent of this provision to allow one residential dwelling per lot, two or more lots may not be joined together for a residence.

**Section 2. Size of Dwelling Structure.** Total minimum area of residence shall be Twenty-five hundred square feet (2500).

### **Section 3. Exterior.**

- a) Irrigation – All yards must have underground irrigation by approved installer.
- b) Lighting – All residents must, at their primary entrance to dwelling, have an operable copper, gas lantern. Fixture is to be approved by developer.
- c) Trash Receptacle – All trash receptacles must be kept in the rear yard and out of sight of the main road on non trash pick up days.
- d) Shutters – Shutters must be operable with operable hardware appropriate to the country French design. Nail on shutters and plastic shutters are prohibited. Shutter material and brand also must be approved.
- e) Windows – On the front and sides, windows may not have snap-in or removable mutton bars (or removable grids). Only true divided lites are acceptable. Wooden window sashes are acceptable along with aluminum or vinyl clad wood windows. Prohibited windows would be Aluminum (silver) colored windows or white window sashes.
- f) Brick Color – Brick color, size and shape must be submitted for approval.

**Section 4. Roof Pitch.** A minimum of a 7/12 roof pitch shall be required. Vent shacks shall be placed on rear of house and must be painted a color to blend with roof. Roofing material and color must be approved by developer. Prohibited are flat asphalt shingles, however asphalt shingles of architectural design may be used with approval. Items to be approved are texture, color and composition. All flashing must be copper and installed properly

**Section 5. Improvement Setbacks and Location.** See Plat. In no case shall the setback violate existing Olive Branch Ordinances.

**Section 6. Garages and Carports.** All houses must have a minimum of a two-car garage. Carports are prohibited. Any garage that is visible from the street must display a garage door of architectural character. (no flat, typical garage doors) They must also have a trellis or arbor type of installation with live vine growth to soften the appearance of the garage and garage door openings.

**Section 7. Storage Buildings.** Pool houses and out buildings are acceptable and storage within pool houses is acceptable. The pool house or out building structure must have similar architectural definition of the main structure along with similar materials used.

**Section 8. Temporary Structures.** No structure of a temporary character such as a trailer, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes or modular homes will be permitted. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit. Notwithstanding the above, a mobile office or office trailer may be used for a sales and construction office by Developer or any builder in said subdivision but said mobile office shall be promptly removed upon the completion of construction and sale within said subdivision.

**Section 9. Driveways.** All driveways shall be constructed with concrete. Driveway design must be submitted for approval, a washed stone or gravel design with detailing is encouraged (a plain concrete poured driveway is not acceptable.) Asphalt driveways are prohibited.

**Section 10. Streets.** No property owner, resident or guest may block any street or access to any entrance or street. The streets in this subdivision are private. The Homeowners Association is responsible for all repairs and maintenance. A \$600 per lot annual fee has been established for this purpose and for common area maintenance.

**Section 11. 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 20" or smaller. Exterior radio and television antenna, and satellite dish installations must be approved in writing by the Committee.

**Section 12. Utility Easements.** A specific grant is hereby made to the City of Olive Branch of utility easements in areas approved by the City and designated on the plat to construct, repair and maintain utilities.

**Section 13. 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 not 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 Committee. 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 14. 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 or on the side, it must be totally screened from view from any street, 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. Electrical meter may not be visible from the front of the structure.

**Section 15. Mail Boxes.** Mailboxes shall be standard for all residences on all lots in this subdivision. The mailbox will be similar in design and color and will be of iron and copper specified by the Developer.

**Section 16. Swimming Pools.** The construction plans of all swimming pools shall be approved by the Committee. All swimming pools shall be fenced in a manner to comply with

applicable law and regulations and to prohibit easy access by small children. Above ground pools are not permitted.

**Section 17. Construction.** Construction of any dwelling shall be completed within 13 months from commencement of construction.

**Section 18. Sidewalks.** The 5 feet wide city sidewalk that is required of the Developer by the City, shall be constructed by the Builder, or if developer installs sidewalk reimbursement will be made by the Builder.

**Section 19.** Invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

## ARTICLE VIII. RESTRICTIONS OR PROHIBITED ACTIVITIES.

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

**Section 2. Signs.** No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than 8 square feet, one sign of not more than 10 square feet advertising the property for sale or rent, or customary signs used by a builder or developer to advertise the property during the construction and sale. Initial development signage excluded from this restriction.

**Section 3. Livestock and Pets.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. 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 obnoxious or offensive activity shall be carried on upon any lot, nor shall anything 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. No motor homes or pull type campers allowed.

**Section 6. Storage of Personal Property.** All personal property kept on the premises of a lot, shall be either kept and maintained in a proper storage facility, or shall be stored at the rear of the home. However, nowhere on the property shall this provision be construed to permit junk cars, old appliances, or the like from being kept anywhere on the property, including in the front, on the side, or to the rear of the property. Any personal property, if is to be stored on the lot, is to be stored in a completely enclosed structure approved by the Committee. Among other remedies, and after thirty (30) days notice to owner, the Association may come upon the lot to remove property being stored in violation of this provision, all at the expense of the owner, which shall constitute a lien against said property. An automobile or other vehicle shall be considered "junk car" under this provision if it is immobile for a period of thirty (30) days or longer, or does not have a current license tag.

**Section 7. Drying Areas.** No clothes lines or outdoor laundry shall be permitted.

**Section 8. Use of Fill.** No owner or person acting for an owner shall bring any fill material onto a lot without the prior written approval of the Committee, which approval shall be given only upon a showing that the use of such fill is necessary to a particular construction project, and upon a showing that the use of such fill will not change or adversely affect the drainage pattern within Fleur de Lis.

## 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. The City and each owner shall have a perpetual easement for ingress over and across all roads and sidewalks located within the Properties. Security gates to the entrance of the subdivision shall remain open daily from 6 a.m. to 6 p.m. Streets within the development are private streets to be maintained by the Homeowner's Association of the subdivision.

**Section 2. Title to Common Areas.** Title to all Common Areas shall be held by the Homeowner's Association.

**Section 3. Extent 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 and subject to such conditions as may be agreed to by the members, provided that no such dedications, 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, agreeing to maintain so as to prevent erosion. (Solid Block Sod type to be specified by Developer) is required in all front yards and rear sides.

**Section 4. Rules and Regulations for Common Area Use.**

1. No vehicles allowed in the recreation common area.
2. No fires except for cooking purposes. All cooking fires must be contained in an outdoor approved cooker or grill.
3. No all terrain vehicles (ATV's) allowed.

## ARTICLE X. EXTERIOR MAINTENANCE

**Section 1. Structures.**

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 Committee shall be the judge as to whether the structures are safe, clean, orderly in appearance, and property painted or preserved, and where the Committee notifies the particular owner in writing that said structure fails to meet acceptable standards, said owner shall thereupon remedy such conditions within ninety (90) days to the satisfaction of the Committee 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 2. Vacant Lots and Lawns.**

The Committee or Declarant as reference in Section 1 will have the authority to perform maintenance to a vacant lot and/or lawns which may include the mowing of grass and weeds, the trimming of trees and shrubs, and the removal of trash and litter if lot owner fails to remedy such conditions of lot within fifteen (15) days of written notice. All such maintenance and actions to be at the sole expense of the owner.

**Section 3. Common Area Maintenance.** The Association shall maintain all common area within Fleur de lis including specifically all road easements, drainage areas, green areas, and parking area. The streets are privately owned and maintained by the Association. The Association is further authorized to take such action as deemed reasonably necessary to provide for adequate security within Fleur de lis.

## **ARTICLE XI. UTILITY EASEMENTS**

Declarant reserves unto itself, its successors and assigns and the City, a perpetual easement and right on, over and under all roads, the common areas and each lot to erect, maintain and use pipes, wires, cables, conduits, sewers, 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 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 Declarations, or (b) such portion of a lot as may be designated as the site for a building on a plot 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 reasonably 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.

In the event such operation in any way harms the grounds or improvements, the utility operator shall cause said grounds and/or improvements to be re-installed to the same appearance and structure as were before said operation.

In the event such operations in any way harm the grounds or improvements, the utility operator shall cause said grounds and/or improvements to be reasonably re-installed to the same general appearance and structure as were before said operation. Where such operations are conducted by the City, the determination of the prior status of the appearance and structure of the grounds and/or improvements and the sufficiency and reasonableness of any repairs shall be made solely by the City.

## **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 of 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 or 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 or 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 transferees, or his or their contractors or subcontractors from doing or performing on all or any part of Fleur de lis actually owned or controlled by Declarant or his transferees or upon the common areas, whatever they determine to be reasonably 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; or

(c) maintaining such sign or signs thereon as may 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 Fleur de lis owned or controlled by the party causing or conducting said operations, and the common areas. As used in this Section the term "its transferees" 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, and subject to approval of any amendments proposed by the Declarant being approved by the City of Olive Branch.

**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 the entire development together with (ii) the approval of ratification of the majority of the Board and (iii) approval of any proposed amendments by the City of Olive Branch. 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, invitees, 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 amendments 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.

**Section 6. Approval of City of Olive Branch.** Any amendment of these covenants must be approved by the City of Olive Branch Planning Commission.

## 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, and subject to the approval of said change by the City of Olive Branch.

**Section 1. Severability.** In the event 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 and 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. HUD/VA Approval.** Annexation of additional properties, dedication of common area and amendment of this declaration of covenants, conditions and restrictions require HUD/VA prior approval as long as there is a Class B membership.

**Section 8. Contractor.** Must keep lot clean during construction, with proper disposal containers, no alcohol shall be consumed by workers/contractors on property during construction. Lot must be kept clean weekly. Failure to do so will be in violation and developers may clean up said lot with reimbursement due to developers.

STATE MS. - DESOTO CO.

JUN 12 4 53 PM '02

Developer:

Dale Wilson and Judy Wilson, Developer

By:

Dale Wilson  
Dale Wilson, Developer

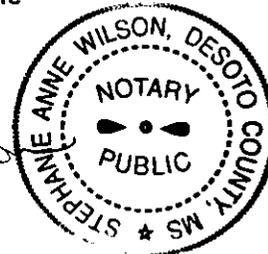
BK 421 PG 448  
W.E. DAVIS CH. CLK.

**NOTARY'S CERTIFICATE**  
State of Mississippi, County of DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on the 6 day of June 2002 within my jurisdiction, the within named Dale Wilson acknowledged that he executed the above and foregoing instrument.

Oct. 5, 2002  
My Commission Expires:

Stephanie Anne Wilson  
Notary Public



Prepared by:  
Dale Wilson  
9035 Highway 61  
Walls, MS 38680  
662-781-2280