

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
THE RESERVE AT CHEROKEE VALLEY**

IN CONSIDERATION of the premises, owners and developers of The Reserve at Cherokee Valley, being situated in Section 32, Township 1 South, Range 6 West, DeSoto County, Mississippi, as recorded in Plat Book 98, Page 34, Chancery Clerk's Office, DeSoto County, Mississippi, hereby publish and declare that all or any portion of the property described in Exhibit "A" hereto is held and shall be held, conveyed, hypothecated encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed too in furtherance of a plan for the development and improvement of said property, and the said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any person or legal entity acquiring or owning any interest in any portion of the Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees, assign and lessees.

**ARTICLE 1**

**DEFINITIONS**

The following words, or phrases, when used in this Declaration or any amendment or supplement thereto, unless the definitions of any of such words or phrases are later specifically amended or unless the context shall prohibit, shall have the following meanings:

1. "Property shall mean the real property described on Exhibit "A" hereto, which is subject to this Declaration or any Supplemental Declaration and such shall be known as the "The Reserve at Cherokee Valley"

2. "Association" shall mean The Reserve at Cherokee Valley Home Owners Association, which shall initially be an unincorporated association but which shall have the option of forming a Mississippi non-profit corporation at a later date, and which Association shall have as its members all of the owners of Lots within the Property and which shall be responsible for the care, management and supervision of (i) the common area within the property, (ii) the portions of the Property burdened with an easement in favor of the Association and (iii) subject to the rights of governmental authorities, the non-paved portions of rights-of-way of streets or roads that abut the property.

3. "Final Development Plan" shall mean that document or documents officially filed of record in DeSoto County, Mississippi, which are required under applicable law to be so filed, to establish and make a public record, among other things, the boundary lines of the real estate encompassed therein, the boundary lines of the Lots as shown thereon, the boundary lines of the common areas as shown thereon, roads or streets within the property as shown thereon, easements and planting screens as shown thereon and certain restrictions and conditions relating to the property encompassed therein as set forth

thereon. As to future development of property not yet subdivided, there will be filed for each phase a Final Development Plan subdividing the undeveloped acreage.

4. "Subdivide" shall mean to designate and establish the boundary lines of any of the property by officially filing in City of Olive Branch and DeSoto County, Mississippi a Final Development Plan.

5. "Common Area" shall mean all real property designated by the term "Common Area" on any Final Development Plan filed officially for the purpose of subdividing the Property.

6. "Lot" shall mean any plot of land numbered and designated for the development of a single family residence as delineated on any Final Development Plan subdividing the property.

7. "Tract" shall mean any plot of land within the property not then officially subdivided and not shown as a numbered lot on the recorded plat.

8. "Developer" shall mean Wild Wings, LLC, A Mississippi Limited Liability Company, its successors or assigns.

9. "Lot Owner" shall mean any person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, including the Developer, who owns a Lot within the Property upon which a single family residence may be constructed, but excluding any person or legal entity having any interest in any Lot solely as security for the performance of any obligation.

10. "Tract Owner" shall mean any person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, including the Developer, who owns any Tract of the Property, but excluding any person or legal entity having any interest in any Tract solely as security for the performance of an obligation.

11. "Declaration" shall mean this document.

12. "Tree" a woody plant having at least one well defined trunk or stem and a more or less definitively formed crown, usually attaining a mature height of at least eight feet.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND EASEMENTS THEREON

1. The real property which is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to this Declaration is located in DeSoto County, State of Mississippi, and is fully described on "Exhibit A" which is attached hereto as a part of this Declaration.

2. Easements for the installation, operation and maintenance of utilities, fences, drainage facilities, planting screens, berms and signs designating the Property shall be granted by the Developer and shall be shown on the Final Development Plans relating to phases of the development of the Property;

and the conveyance of any of the Property shall be made subject to such easements. From time to time the Association may grant additional easements for similar purposes over the Common Area.

### ARTICLE III

#### THE ASSOCIATION

1. Membership. Every person or entity who is the owner of record of a fee interest in any Lot or Tract shall be a member of The Reserve at Cherokee Valley Home Owners Association and be subject to and bound by this Declaration of Covenants, Conditions and Restrictions and by such rules and regulations as may be adopted by the Association. When any Lot or Tract is owned of record in joint tenancy, tenancy in common, tenancy by the entirety or in some other legal interest, the membership as to such plot of land shall be joint but the voting power arising from such membership shall be exercisable by only one of such owners as proxy or nominee for all persons holding an interest in said plot. Except as provided in Section 2 hereof, no more than one vote shall be cast with respect to any Lot and no more than one vote shall be cast with respect to each full acre in any Tract. If the joint owners disagree as to which of them shall cast the vote relative to such membership, then none of them may vote, but if such plot is represented at a meeting, its representative shall be counted for quorum purposes.

2. Voting and Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of a Lot or Tract, there is to be one (1) vote for each Lot, except that the Developer shall be entitled to three (3) votes for each Lot which it owns and which is officially subdivided at the time of the vote. Said additional votes given to the Developer under this Section shall expire when 75% of the lots have been sold or 16<sup>th</sup> day of February, 2008.

3. Secured Parties. No individual or legal entity holding title to a Lot or a Parcel or a Tract as security for any debt or obligation shall be considered as owner of such Lot or Tract and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any question or matter affecting the administration of the Association.

4. Organizational Meeting. The Association membership shall hold an organizational meeting at the call of the Developer, but not later than within thirty (30) days after the sale and conveyance of 75% of the lots in the subdivision or February 16, 2008, whichever shall occur earlier. The organizational meeting of the Association membership shall be held for the purposes of electing a Board of Directors and establishing procedures for the proper functioning of the Association.

### ARTICLE IV.

#### COVENANT FOR MAINTENANCE ASSESSMENTS

1. Assessments. Each Lot Owner, other than the Developer, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, once it is duly organized.

(a) An Annual Assessment or charge as may be levied from time to time by the Board of Directors of the Association as hereinafter provided; and

(b) Special Assessment for capital improvements as may be established from time to time by the Board of Directors of the Association as hereinafter provided.

No Lot or Tract owned by the Developer shall be subject to assessment at any time by the Association for any purpose, but this provision shall in no way limit the Developer's right to vote as a member of the Association.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property and the Lot Owners and for the improvement and the maintenance of the Common Areas, easements over the Property in favor of the Association and, subject to the right of governmental authorities, unpaved rights-of-way of streets that abut the Property.

3. Maximum Annual Assessment.

(A) Until January 1 of the year immediately following the organizational meeting of the Association, the maximum annual assessment shall not exceed \$10.00 per Lot per month calculated on the basis of twelve (12) calendar months, and payable annually in advance unless provision is made for payment in installments by the Board of Directors.

(B) From and after January 1 of the year immediately following the organizational meeting of the Association, the maximum Annual Assessment may be increased each year by the Board of Directors of the Association no more than ten (10%) per cent above the Annual Assessments for the previous year without first obtaining the affirmative vote of two-thirds (2/3) of the votes of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

(C) Annual Assessment not in excess of the maximum allowable assessments as provided herein above shall be levied by the Board of Directors by action taken in accordance with the provisions of Section 8 of this Article.

4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized herein above, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas or upon easements in favor of the Association, including fixtures and personal property related thereto; provided that any such assessment shall have the consent of two-third (2/3) of the votes of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose. The due date and method of payment (which may be in installments) of such Special Assessment shall be determined by the Board of Directors of the Association at the time such assessment is levied.

5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting for the purpose of taking any action authorized under Sections 3 or 4 herein above shall be sent to all members of the Association not less than 10 days nor more than 60 days in advance of such meeting. At the first such meeting called the presence of persons holding, personally or by proxy, sixty percent (60%) of the entire number of votes that may be cast at the meeting shall constitute a quorum. If the required quorum is not present, the Board of Directors of the Association may call another meeting subject to the same notice requirements provided herein, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Rates and Application of Assessments. Both Annual and Special Assessments shall be established at a uniform rate for all Lots.

The Board of Directors of the Association, in its discretion, may provide for the installment payment of such assessments.

7. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessment provided for herein shall commence as to all Lots which are subject thereto on the first day of the month immediately following the organizational meeting of the association as provided in Article III, Section 4. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year in which the first assessment is levied. For subsequent years, the Board of Directors shall fix the amount of the Annual Assessment according to the provisions herein above at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Lot Owner subject thereto. The due dates, including provisions for installment payments, for the payments of such assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an agent of the Association or by a member of the Board of Directors setting forth whether the assessments on a specified Lot have been paid in full as provided in Section 13 below.

8. Fines for Infraction of Association's Rules and Regulations. In addition to the right to establish the Annual and Special Assessments authorized herein above, the Association shall have the power to adopt rules and regulations for the use and enjoyment of the Common Areas as provided in Article V. In connection with this right, the Association may establish certain rules and regulations, the violations of which may result in a levy of a fine against the responsible Lot Owner. Lot Owners shall not be relieved from fines imposed hereunder because the action that gave rise to the fine was that of a renter from the Lot Owner or a Lot Owner.

9. Delinquent Payment of Assessments and Fines. Any Association or fine, payment of which has not been received by the Association within thirty (30) days from the date on which the said

payment becomes due and payable, shall automatically become delinquent without further notice to the Lot Owner.

10. Creation of Lien and personal Obligation of Assessment or Fine. In order to secure payment of each assessment, both annual and special, and fine, if such be levied against a Lot owned by a Lot Owner, there shall arise a continuing lien and charge against each Lot on the date and payment of such assessment or fine shall be deemed delinquent as provided in Section 10 herein above. The lien shall remain in full force and effect until such time as all assessments and fines against said Lot, together with accrued interest thereon at the rate of ten percent (10%) per annum from the date of delinquency and any and all costs resulting therefrom, including reasonable attorney's fees, shall have been paid in full.

The lien provided for herein securing delinquent assessments and fines together with accrued interest thereon and any and all costs incidental thereto shall be subordinate to liens, mortgages, or Deeds of Trust or record on any Lot securing loans to Lot Owners.

11. Enforcement of Lien. A lien for delinquent assessments or fines may be enforced by suit brought in the name of the Association acting on behalf of itself and its members in like manner as the enforcement of liens as provided by the laws and statutes of the State of Mississippi. Without prejudice to its right to bring such a suit for enforcement, the Association, at its option, may enforce collection of delinquent assessments or fines by any other competent proceeding and, in any event, the Association shall be entitled to recover in such action, suit or proceeding, the assessments or fines which are delinquent at the time judgment or decree, together with interest thereon to the rate of ten percent (10%) per annum from the date of delinquency together with all costs incidental to the collection, including, but not limited to, reasonable attorney's fees and court costs.

12. A Lien Running with the Land. Any lien which shall attach to a Lot as a result of a delinquent assessment or fine shall run with the land, and the lien shall remain on the said Lot notwithstanding an outright sale, transfer or other conveyance of such property, except a foreclosure sale pursuant to a prior recorded mortgage or deed of trust as provided herein above.

13. Written Statement Upon Request of Lot Owner. Upon the written request of any Lot Owner or prospective owner, or their agents, the Association or its duly appointed agent shall furnish to the person making the request a statement in writing of any assessments or fines which are unpaid and owing, as of a given date, by any Lot Owner. The said written statement by the Association or its duly appointed agent shall be conclusive evidence, binding upon the Association, or any payment of any assessment or fine therein stated to have been paid. A reasonable charge may be established by the Board of Directors of the Association for the furnishing of such information.

14. Common Area Exempted From Assessments. Notwithstanding anything herein to the contrary, the Common Area and any of the Property owned by the Developer shall be exempted from the assessments established by the Association.

15. Common Area To Be Conveyed to Home Owners Association. The Developer shall convey to the Association the following property, to-wit:

- (a) The detention area containing .40 acres as shown on plat;
- (b) Cemetery area as shown being located on a portion of Lot 33 as reflected on plat.

The Developer shall convey to the Association a .07 acre tract at the entrance for purposes of location of sign.

## ARTICLE V

### CONTROL COMMITTEE AND CONSTRUCTION REQUIREMENTS

1. Concept. It is intended that the Development shall be a residential community, improved with high quality homes.

2. Control Committee. The Control Committee (the "Committee") shall be composed of not less than three (3) nor more than five (5) members. Except as provided in the following sentence, regardless of the number of members of the Committee, at least two-thirds (2/3) of the members of the Committee shall be Owners of lots in the Development. Notwithstanding the foregoing provision, Developer reserves the right to appoint all of the initial and successor members of the Committee, none of whom needs be an Owner of a Lot in the Development, with such right to continue until (i) all of the Lots have been conveyed and houses constructed thereon, or (ii) Developer elects (by written instrument duly recorded in the office of the Chancery Clerk of DeSoto County, Mississippi) to terminate its control of the Committee, whichever (i) or (ii) shall first occur. After Developer's control of the Committee has been terminated, then the Board of Directors shall have the power, from time to time, to change the membership of the Committee or to remove members of the Committee, and to appoint members to fill existing or available vacancies on the Committee, such action to be evidenced by a written instrument duly recorded in aforesaid Chancery Clerk's Office, setting forth the names and addresses of the Committee members so appointed, and authorized to act. A majority of the then current members of the Committee may, from time to time, designate one or more representatives (who need not be members of the Committee) to act for it. Neither the members of the Committee, nor any representative designated to act for the Committee, shall be entitled to any compensation for services rendered or performed pursuant to the provision of this Declaration.

3. Committee Approval. No building, fence, wall, structure, or other improvement shall be commenced, erected or maintained upon any Lot in the Development, nor shall any exterior addition, change, alteration or restoration of or to the same be made until the construction plans and specifications

showing the nature, kind, shape, size, height, materials and location of the same shall have been submitted to and approved in writing by the Committee as to harmony of external design, construction, and location in relation to existing or proposed surrounding structures and topography. Except in the case of an emergency or imminent danger, or as required by a public utility having the right to impose such a requirement, no tree greater than four inches in caliper at breast height shall be cut or removed in connection with the initial or subsequent construction of buildings, fences, walls or other structures or improvements without the prior written approval, by the Committee, of a plan with respect thereto. In the event the Committee shall fail to approve or disapprove any construction of tree cutting or removal plans and specification within thirty (30) days after the same shall have been submitted to it, then such approval will be deemed to have been given with respect to the matters shown on such plans and specifications, and this Section 3 shall be deemed to have been fully complied with to that extent.

4. Design Criteria, Structure.

A. Openings of garages shall not be visible from the street. However, in cases where it is unavoidable and openings of garages are visible or partially visible from a street, electric automatic door closer shall be used. No open garage is to face a neighboring yard without screening approved by the Committee.

B. No window air conditioners shall be allowed. The use of solar panels is also prohibited. All mechanical equipment shall be placed in the side yard or rear yard and shall be screened by an opaque barrier consisting of landscaping or fencing. Landscape screening shall be of sufficient height to form the opaque barrier when completed. In the case of fencing, said material shall be no higher than six inches above the top surface of the unit and shall be of the same material and construction method as specified under fencing. Upon completion of required unit screening, no portion of the unit may be visible from the street or golf course.

C. All radio and T.V. antennas shall be installed in the interior of the residence in such a way as not to be visible from outside. Satellite communications system equipment or dishes no larger than 18 inches will be allowed as long as they are not visible from street or golf course. Location must be approved by the committee.

D. No plumbing or heating vent shall be placed on the front side of any roof. All vents protruding from roofs shall be painted the same color as the roof covering.

E. Inground swimming pools only will be permitted. However, fencing of swimming pool areas must be within achieved setback lines.

F. Dust abatement and erosion control measures shall be provided by the contractor or Owner in all stages of construction.

G. All building debris, stumps, trees, etc., must be removed from each Lot by the builder as often as necessary to keep the house and Lot attractive. Such debris shall be legally disposed of offsite.

H. There shall be no silver finish metal doors (including glass sliding doors) or windows of any kind, however, a factory painted or anodized finished may be used. The color of such finish shall be natural earth tones. All windows visible from the street or golf course shall be framed of wood or an upgraded material and shall be submitted to the Architectural Control Committee.

I. No chain link fences may be used. No fence shall be constructed on any lot nearer to any street line than the house line nearest to such street. Fence material and/or netting and sign thereof, including same for fence for back yards and swimming pools, must be approved by the Committee prior to construction. Fences on lots off the golf course shall consist of privacy wood fencing no greater than six feet in height. Fence materials and design must be approved by the Architectural Control Committee provided brick columns be located at fence corners. No runner or nailer shall be visible from the exterior of a lot or street. Fencing on lots that abut the golf course shall be allowed only around the patio area of a home or along side lot lines and shall not exceed 5 feet in height. Rear lot line fencing on lots adjacent to the golf course shall be transparent and constructed of ornamental iron. In the case of ornamental iron construction, a stone column shall be constructed at all 90 degree fence corners, a minimum of seven feet in height, as well as where required elsewhere. No fence or constructed separation device shall be allowed in any front yard of any lot.

J. There shall be no signs nailed to trees at any time. All builders' and contractors' signs are to be removed from the Lot after the house has been completed.

K. Drainage of surface water, storm water and/or foundation drains may not be connected to sanitary sewers.

L. No outside clothes lines shall be permitted.

M. All mail boxes shall be of ornamental iron composition.

N. Neither the Committee, nor any architect, nor agent thereof, nor Developer, shall be responsible in any way for any defects in plans or specification submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

O. Every one story dwelling, exclusive of open porches, garages, carports and finished basements, shall have no less than 3,000 heated square feet and every two story dwelling, exclusive of open porches, garages, carports and finished basements, shall have not less than 2,000 heated square feet at ground level and not less than 3,000 heated square feet overall and no dwelling shall be more than two stories in height. The approval by the Committee as to house design shall include approval

for roof style and type of architectural dimensional shingle, brick color and brick style. Exterior materials of each unit shall consist of a minimum of two-thirds brick. Cedar siding homes or log homes are categorically excluded. All roof lines shall be pitched at a ratio of 8 in 12 or greater. Exterior lighting shall be directed towards grade as is practical and in no case shall exterior lighting be directed towards adjoining properties of the street. No exterior lighting shall create offensive glare or intensity in adjoining properties or in the street. All exterior lighting shall be white. Colored exterior lighting, except decorative lighting associated with holidays and special occasions, is categorically excluded. All exterior paint and roof colors shall be of muted earth tones. All entrance doors visible from the street or golf course shall contain a glass surface and shall be of wood construction unless approved other wise by Architectural Control Committee. Front door must have glass side lights.

P. Existing trees six inches in caliper and greater shall be preserved. Preservation measures shall include construction fencing at the drip line of each tree to be preserved. No heavy equipment or vehicles shall be allowed to encroach into the protected area.

Q. Plans for initial landscaping must be submitted to Architectural Control Committee. All front and side yards shall be sodded with Bermuda or Zoysia sod immediately after construction, Proper Grading and raking shall be done prior to placement of all sod. All rear yards shall be seeded immediately after construction with steps taken to prevent soil erosion. All lawns shall be mowed and weeded on a regular basis and shall be maintained in a well-kept manner, both during construction and after all construction work has been completed. The minimum amount of landscaping shall be one thousand five hundred dollars (\$1,500.00). This amount is exclusive of grading, soil preparation and sod. A minimum of two deciduous trees, one of which shall be a yoshino cherry tree, three inches in caliper, shall be located in the front yard area of each lot that is treeless upon completion.

R. All driveways shall be constructed of washed aggregate material.

S. All accessory structures shall be constructed of materials, colors, and roof pitch consistent with the principal dwelling. No accessory structure shall be allowed on lots that abut the golf course unless approved by the Architectural Control Committee.

## ARTICLE VI

### GENERAL PROHIBITION AND REQUIREMENTS

1. Owner's Responsibilities. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on such Lot which would tend to decrease the beauty of the specific area or of the Development as a whole.

2. Maintenance; Liens. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of

rubbish or debris thereon. In order to implement effective control of this provision, there is reserved to the Committee for itself and its agents, the right, after ten (10) days notice to any Lot Owner, to enter upon any residential Lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Committee detracts from the overall beauty or safety of the Development. Such entrance upon such property for such purposes shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday, and shall not constitute a trespass. The Committee may charge the Owner a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity; provided, however, that such lien shall be subordinate to the lien of any first mortgage or deed of trust encumbering such Lot. The provisions of this Section shall not be construed as an obligation on the part of the Committee to mow, clear, cut or prune any Lot, nor to provide garbage or trash removal services.

3. Animals. No animals, livestock, or poultry of any kind or description, except usual household pets, shall be kept on any Lot; provided, however, that no household pet may be kept on any Lot for breeding or commercial purposes. All household pets shall at all time be suitably leashed or penned, and no household pet shall allow at any time to wander or roam the Development unattended. No household pet shall ever be allowed on the Golf Course Property, whether attended or not. Upon any violation of these covenants, Developers, CVHA, or the Owners or lessees of the Golf Course Property may take such reasonable steps as may be necessary to capture, remove, and hold such pet by or for any governmental or non-governmental pet control agency or society. In connection with the foregoing provision, neither the Developers, CVHA, or the Owners or lessees of the Golf Course Property, nor the agents or the employees of any of the foregoing, shall be in any way responsible to the Owner or Owners of such pet for any harm to such pet or for the loss of use and enjoyment of such pet resulting from such capture, removal or holding of such pet.

4. Offensive and Commercial Activities. No noxious, offensive, or illegal activities shall be carried on or upon any Lot, nor shall anything be done on any Lot which is or may become an annoyance or nuisance to the neighborhood. No commercial activity shall be conducted on any Lot.

5. Drilling, Mining. No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot.

6. Accumulation of Trash. No trash, garbage, hazardous, waste, or other refuse shall be dumped, stored, or accumulated on any Lot. Trash, garbage, or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers shall be kept in a clean and

sanitary condition, and shall be placed so as not to be visible from any road, common area, the Golf Course Property, or within sight distance of any other Lot at any time except during normal refuse collection. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted.

7. Signs. All signs, billboards, or advertising structures of any kind are prohibited except builder and contractor signs during construction periods as may be authorized by or in a subsequent Restatement of this Declaration, and except for one professional sign of not more than three (6) square feet to advertise a Lot for sale during a sales period. No sign is permitted to be nailed or attached to trees.

8. Detached Structures. No trailer, tent, shack, outbuilding, or barn shall be erected on any Lot in the Development, temporarily or permanently, except such as may be required, temporarily, for construction purposes only. No structure of a temporary character, trailer, basement, tent, shack, or outbuilding shall be used at any time for dwelling purposes.

9. Boats; Trailers. No boat, boat trailer, house trailer, camper, van, recreational vehicle, or equipment or vehicle of a similar nature shall be parked or stored on any road, street, driveway, yard or Lot in the Development for any period of time in excess of twenty-four (24) hours except in garages, or in other landscaped enclosures which effectively screen the visibility of such equipment or vehicle from any road or street, or from the adjoining Golf Course Property.

10. Storm Water Management. Purchasers of lots shall be required to maintain property in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued throughout the establishment of permanent vegetative cover. Purchaser acknowledges and agrees that Seller is not responsible for any damages which hereafter may be suffered by Purchaser or other property owners or parties as a result of site preparation work carried out by Purchaser and his/her subcontractors and Purchaser agrees to fully indemnify and hold Seller harmless from any such damages sustained in connection therewith.

## ARTICLE VII

### ENFORCEMENT

1. Right of Action. In the event of an actual or threatened violation or breach of any of these restrictions, or any amendments or supplement thereto, or Restatements thereof, by any Lot Owner or by any person or entity using or occupying any Lot, then Developers, CVHA, any Lot Owner or Owners, the Owner or Owners of the Golf Course Property, or any other party for whose benefit these restrictions insure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of these restrictions, by injunction or otherwise, to sue for and recover damages or other due, or to take any and all such courses of action or seek such legal remedy, which they, or any of them, may deem appropriate. No delay or failure on the part of an

aggrieved party to invoke any available remedy set forth herein shall be held to be a waiver by that party, or an estoppel or any party, or of any other party, to assert or enforce any right or remedy available to such party upon the recurrence or continuation of said violation, or the occurrence of a different violation.

#### ARTICLE VIII

#### TERM AND MODIFICATION

1. Modification. These restrictions shall run with the land and can be changed, modified, amended, altered, or terminated by an instrument signed by a majority of the lot owners. Any amendment must be officially recorded.

#### ARTICLE IX

#### EASEMENTS

1. An easement to permit the doing of every act necessary, proper and incidental to the playing of golf on the Golf Course Property is hereby granted and established, and shall continue to exist for so long as any portion of the Golf Course Property adjoining any Lot or Lots in the Development shall continue to be used and maintained as, or in conjunction with, a golf course of golf courses. Such acts shall include, but not be limited to: (i) the recovery of golf balls from lots adjoining the Golf Course Property by persons on foot lawfully using the golf course, provided such golf balls can be recovered without damaging any flowers, shrubbery, or the property in general; (ii) the flight of golf balls over and upon such lots; (iii) the use of necessary and usual equipment upon such golf course; (iv) the usual and common noise level created by the playing of the game of golf; and (v) all other common and usual activities associated with the game of golf, and with all of the normal and usual activities associated with the maintenance and operation of golf course. The Owner of each Lot which may adjoin the Golf Course Property, by acceptance of the deed to or other conveyance of such Lot, assumes all risk of loss, damage or injury to persons or property in or upon such Lot arising out of the use of and activities upon the Golf Course Property and the exercise, use and enjoyment of the easement rights provided in this Section, and no suit, claim, or action shall be made or brought against Developers or the Owner or Owners of the Golf Course Property, or any servant, agent, or employee of any of them on account of, or arising out of, such use or activities or out of the exercise of such rights by any person or persons entitled thereto, whether or not such use or exercise be performed, or be claimed to have been performed, in a negligent manner; provided, however, that the foregoing shall not bar or be deemed to bar against such Lot Owner from making or bringing suit, claim, or action against any person or entity (other than Developers or the Owner or Owners of the Golf Course Property, their respective successors and assigns, or the servant, agent, or employee of any of them) arising out of a negligent act or omission of such other person or entity.

2. Developer reserves unto itself, its successors and assigns, the right to use, dedicate and/or convey to the State of Mississippi, to DeSoto County, to any other municipal or governmental entity or

authority, and/or to any appropriate public or private utility company or companies, rights-of-way or easements, on, over, under or upon the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for conveyance and use of electricity, telephone equipment, radio and television cables or wires, gas, sewer, water, or other public conveniences or utilities, on, in and over the easements along the rear and side property lines of each Lot as shown on the Plat.

3. Drainage flow shall not be obstructed nor be diverted. Developer may cut drainways for surface water wherever and whenever such action may appear to Developer to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right of Developer to cut any trees, bushes or shrubbery, make any gradings 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 and appearance. The provisions hereof shall not be construed to impose any obligations upon Developer to cut or maintain any such drainway or easement.

4. Easements for drainage, utilities, pedestrians and sidewalks are reserved as shown on the Plat.

5. Developer reserves the right to dedicate additional easements and roadway rights-of-way on any unsold lots in the Development and to impose other and further restrictions as to any unsold Lot or Lots, which may or may not benefit the Golf Course Property or any other Lot or Lots, as Developers may, in their sole discretion, determine to be appropriate.

## ARTICLE X

### MISCELLANEOUS

1. Invalidation by Court Order. Invalidation of any of the provisions herein by judgment or court order shall in no way effect any of the other provisions herein which shall remain in full force and effect.

2. Supplemental to Recorded Development Plats. The provisions of these Restrictions are in addition to, and supplemental of, the conditions or restrictions set forth on the recorded development plats.

3. Captions. The captions of the various Articles of these restrictions are for the convenience of reference only, and none of them shall be used as an aid in or the constructions of any provision of the restrictions. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

**ARTICLE XI****JOINDER**

1. Joinder of Mortgage. BancorpSouth Bank, by and through its duly authorized office, hereby joins in this Declaration and hereby agrees that in the event of foreclosure, the Developers' Property shall remain subject to all restrictions, terms and conditions of the Declaration, including, without limitation, the liens of assessments imposed herein.

It is expressly agreed and provided, however, that notwithstanding the foregoing provision, it is not intended by this Declaration, nor shall this Declaration be construed, to subordinate the lien of First Security Bank Deed of Trust to the liens or charges provided for in this Declaration.

IN WITNESS WHEREOF, Wild Wings, LLC, a Mississippi Limited Liability Company being the Declarant herein, has hereunto caused this instrument to be duly executed this the 23<sup>rd</sup> day of May, 2006.

WILD WINGS, LLC

BY: Michael Keith Allen  
MICHAEL KEITH ALLEN, MEMBER

BY: Carol H. Allen  
CAROL H. ALLEN, MEMBER

BANCORPSOUTH BANK

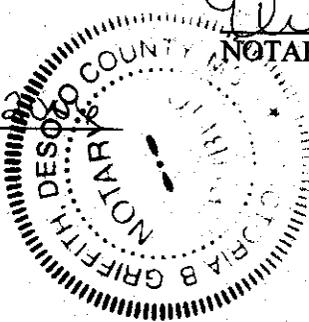
BY: J. Bryant Cashion - 1<sup>st</sup> V.P.  
J. BRYANT CASHION,  
FIRST VICE PRESIDENT

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 23<sup>rd</sup> day of May, 2006, within my jurisdiction, the within named MICHAEL KEITH ALLEN, who acknowledged that he is Member of Wild Wings, LLC, a Mississippi Limited Liability Company, and that for and on behalf of said company, and as its act and deed her executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

Victoria B Griffith  
NOTARY PUBLIC

My Commission Expires: 12-17-2009

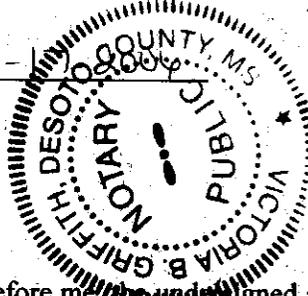


STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 23<sup>rd</sup> day of May, 2006, within my jurisdiction, the within named CAROL H. ALLEN, who acknowledged that she is Member of Wild Wings, LLC, a Mississippi Limited Liability Company, and that for and on behalf of said company, and as its act and deed her executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

Victoria B Griffith  
NOTARY PUBLIC

My Commission Expires: 12-17-2009

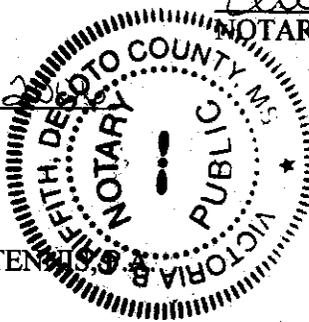


STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 23<sup>rd</sup> day of May, 2006, within my jurisdiction, the within named J. Bryant Cashion, who acknowledged that he is First Vice President of BancorpSouth Bank, a Mississippi banking corporation, and that for and on behalf of said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Victoria B Griffith  
NOTARY PUBLIC

My Commission Expires: 12-17-2009



PREPARED BY AND RETURN TO:  
JAMES E. WOODS  
WATKINS LUDLAM WINTER & STEN  
6897 Crumpler Blvd., Suite 100  
P. O. Box 1456  
Olive Branch, MS 38654  
(662) 895-2996