

CHARLESTON ROWE PLANNED UNIT DEVELOPMENT

PHASE I AS RECORDED IN
PLAT BOOK 111 PAGE 13

Sec. 1 Town. 3 Range - 8

Declarations of Protective Covenants
For
Charleston Rowe

Section C

Dated: January 12, 2012

Prepared By and Return To:

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Table of ExhibitsExhibit Name

"A"	Definitions
"B"	Property Submitted
"C"	Additional Property Which Can Be Unilaterally Submitted by Declarant
"D"	Bylaws of Charleston Rowe Community Association, Inc.
"E"	Design Guidelines for New Construction
"F"	Design Guidelines for Existing Construction

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**DECLARATION OF PROTECTIVE COVENANTS
FOR
CHARLESTON ROWE**

THIS DECLARATION is made on the date hereinafter set forth by Charleston Group, LLC (hereinafter sometimes called "Declarant").

Background Statement

Declarant is the owner, or if not the owner has the written consent of the owner, of the real property described in Article I, Section 1 of this Declaration.

Declarant desires to subject the real property described in Article II, Section 1 hereof to the provisions of this Declaration to create a mixed use community of single-family housing and office uses and to provide for this subjecting of other real property to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the real property described in Article II, Section 1 of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

**ARTICLE I
Definitions**

Unless the context shall prohibit, certain words used in this Declaration shall be defined as set forth in Exhibit "A" attached hereto and by reference made a part hereof.

**ARTICLE II
Property Subject To This Declaration**

Section 1: Property Hereby Subjected To This Declaration. The real property described in Exhibit "B" attached hereto and by reference made a part hereof is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and shall be held,

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transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration.

Section 2: Other Property. Only the real property described in Section 1 of this Article II is hereby made subject to this Declaration; provided, however, by one or more Supplementary Declarations, Declarant and the Association have the right, but not the obligation, to subject other real property to this Declaration, as hereinafter provided.

ARTICLE III Association Membership and Voting Rights

Section 1: Membership. Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast for each Lot owned.

Section 2: Voting. Members shall be entitled to one vote for each Lot owned. When more than one Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one Person seeks to exercise it.

ARTICLE IV Assessments

Section 1: Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, welfare, common benefit and enjoyment of the Owners and Occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2: Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association; (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular

Lot which are established pursuant to the terms of this declaration, including but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges, interest, not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, costs and reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

The Association shall, within ten (10) days after receiving a written request therefor and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

Assessments shall be paid at a uniform rate per Lot in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in annual installments.

The monthly costs of operating the Association may fluctuate dramatically during each budget year. Therefore, the Board is not required to prorate the annual assessment obligation of any Owner who has not lived in the Community for a full year. For example, if the bulk of the costs of operating the Association are likely to be incurred in the summer months, any Owner moving into the Community after the beginning of the budget year but prior to the summer months may be required to pay a full annual assessment.

Section 3: Computation. It shall be the duty of the Board to prepare a budget covering the estimated cost of operating the Association during the coming year, which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessment to be levied against each Lot for the following year and to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year (or at least thirty (30) days prior to the due date of the first installment in the case of

the initial budget). The assessment shall become effective unless disapproved at a meeting by a Majority of the Total Association Vote. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 4: Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments any year. So long as the total amount of special assessments allocable to each Lot does not exceed Three Hundred Dollars (\$300) in any one fiscal year, the Board may impose the special assessment. Except as provided in Article VII, Section 2 hereof, any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation shall be effective only if approved by a Majority of the Total Association Vote. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 5: Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, and secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens of ad valorem taxes, or (b) liens for all sums unpaid on a first Mortgage, or (c) liens for all sums in any Mortgage to Declarant duly recorded in the land records of the court where the Community is located and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument.

All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 6: Effect of Nonpayment o Assessments Remedies of the Association: Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installments thereof delinquent for a period of more than ten (10) days shall incur a late charge in such amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum, on the principal amount

due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association of its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs and attorney's fees, then to late charges, then interest and then to delinquent assessments.

Section 7: Date of Commencement of Annual Assessments and Assessment Obligation of Declarant.

(a) The annual assessments provided for herein shall commence as to all Lots then existing and subject to assessment under this Declaration on the first day of the month following the conveyance of the first Lot by the Declarant to a Person other than Declarant and shall be due and payable in a manner and on a schedule as the Board of Directors may provide.

(b) After the commencement of assessment payments as to any Lot, Declarant, on behalf of itself and its successors and assigns covenants and agrees to pay the full amount of the assessments provided herein for each Lot it owns containing an occupied residence; provided, however, each Lot owned by Declarant which does not contain an occupied residence shall not be subject to any assessment provided herein.

(c) Any Lot which has been approved by Declarant for use as a model home for marketing and sales purposes shall not be deemed to be occupied for residential purposes and shall not be subject to assessments under this Declaration whether owner by Declarant or any other Person, so long as such Lot is approved for use as a model home and is not occupied for residential purposes.

(d) Notwithstanding anything to the contrary herein, the Declarant may contribute assessments due from it in services or materials or a combination of services and materials, rather than in money (herein collectively called "in kind contribution"). The amount by which monetary assessments shall be decreased as a result of any in kind contribution shall be the fair market value of the contribution. If the Declarant and the Association agree as to the value of any contribution, the value shall be as agreed. If the Declarant and the Association agree as to the value of any contribution, the value shall be as agreed. If the Association and the Declarant cannot agree as to the value of any contribution, the Declarant shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors approved by the Declarant who are in the business of providing such services and materials. If the Association and the Declarant are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

Section 8: Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to Article XII, Section 1 of this Declaration and the cost of maintenance performed by the Association which the Owner is responsible for under Article V, Section 2 of this Declaration shall be specific assessments. The Board may also specifically assess Lots for the following Association expenses:

- (a) Expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received.
- (b) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

Section 9: Budget Deficits during Declarant Control. For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may (a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves) and the sum of the annual, special and specific assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of the Declarant, or (b) cause the Association to borrow such amount from a commercial lending institution at the then-prevailing rates for such a loan in the local area of the Community. The Declarant in its sole discretion may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan.

Article V Maintenance

Section 1: Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall maintain all entry features for the Community and street signs originally installed by the Declarant, if any. The Association shall also maintain all drainage detention and retention areas which were originally maintained by the Declarant, to the extent such areas are not maintained on an ongoing basis by a local governmental entity, and there is hereby reserved to the Association a blanket easement upon, across, over, and under all property within the Community for access, ingress, and egress as necessary to permit the Association to perform such maintenance. The Association may, but shall not be obligated to, maintain, repair, or replace, as necessary, all mailboxes or mailbox posts located within the Community.

The Association shall also maintain all property outside of Lots located within the Community which was originally maintained by Declarant. In addition, the Association shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners.

The Board may decide that the Association shall maintain part or all of the yards located on one or more, but not necessarily all, Lots and an easement is hereby reserved for such maintenance. However, similarly situated Lots are to be treated the same with regard to yard maintenance. Maintenance of yards by the Association shall be performed at the expense of the Association and shall include maintenance only and shall

not include any responsibility for replacing dead or dying grass, bushes, shrubs, trees, or other vegetation. Such maintenance shall be performed at a level to be determined in the sole discretion of the Board provided, however, that all Lots maintained by the Association must receive approximately equal attention and must be maintained according to the same standard. In addition, the Board may decide that the Association shall maintain any or all vegetation originally planted or placed by Declarant on the areas to be maintained by the Association as provided above. Owners shall have the right to add planters, trees, shrubs, bushes, plants and other vegetation to the portions of the Lot maintained by the Association, so long as such additions otherwise comply with this Declaration, but any of these additions shall be maintained by the Owner. Owners shall have the right, but not the obligation, to individually contract with the Association's landscape contractor to maintain those portions of the Lot which the Association does not maintain.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

Section 2: Owner's Responsibility. Except as provided in Section 1 above, all maintenance of the Lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such lot in a manner consistent with the Community-Wide Standard and this Declaration. If the Board of Directors of the Association determined that (a) any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder; or (b) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

Section 3: Party Walls and Party Fences.

- (a) **General Rules of Law to Apply.** Each wall or fence built as a part of the original construction of the Lots which shall serve and separate any two (2) adjoining Lots shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (b) **Sharing of Repair and Maintenance:** The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal portions.
- (c) **Damage and Destruction:** If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall may restore it, and if the other Owner or Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- (d) **Right to Contribution Runs with Land:** The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.
- (e) **Arbitration:** In the event of any dispute arising concerning a party or fence or under the provisions of this Section, each party shall appoint one arbitrator. Should any party refuse to appoint within ten (10) days after written request therefor by the Board of Directors, the Board shall appoint one additional arbitrator and the decision by a Majority of all three arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

Article VI
Use Restrictions and Rules

Section 1: General. This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may be amended only in the manner provided in Article XII, Section 4 hereof regarding amendment of this Declaration. The Board of Directors may, from time to time, without consent of the members, promulgate, modify, or delete use restrictions and rules and regulations applicable to the Lots and to Common Property. This authority shall include, but shall not be limited to, the right to limit the type and size and to set the maximum and minimum speeds of vehicles within the Community. The Board shall also have the authority to impose all other necessary traffic and parking regulations

and to restrict the maximum noise levels of vehicles in the Community. Such regulations and use restrictions shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, cancelled, or modified in a regular or special meeting by a Majority of the Total Association Vote.

Section 2: Use of Lots. All residentially zoned lots shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on or upon any Residential Lot at any time except with the prior written approval of the Board. Office activity shall be carried on or upon any Lot zoned for Office Use. Leasing of any Lot shall not be considered a business or business activity with the prior written approval of the Board.

Section 3: Signs. No sign of any kind shall be erected by an Owner or Occupant within the Community without the written consent of the Board except: (a) such signs as may be required by legal proceedings; (b) not more than one "For Sale" sign consistent with the Community-Wide Standard, having a maximum area of four square feet and a maximum height of four feet above ground level; and (c) signs erected by Declarant. The Board shall have the right to erect any reasonable and appropriate signs.

Section 4: Vehicles. Vehicles shall not be parked on the Common Property or on any portion of a Lot other than the driveway and the garage. Vehicles shall not be parked so as to be visible from any Lot for periods of more than twenty-four (24) continuous hours. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini bikes, scooters, go-carts, trucks, campers, buses, vans and automobiles.

Section 5: Leasing. Lots may be leased for residential purposes.

Section 6: Occupants Bound. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of any Lot even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

Section 7: Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of

any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Lot be confined on a leash. Without prejudice to the Board's rights to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community.

Section 8: Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by Law.

Section 9: Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any party of the Community.

Section 10: Architectural Standards. No exterior construction, alteration, addition, or erection of any nature whatsoever (including, without limitation, fences, pools, tennis courts, exterior lighting, tree houses and play equipment) shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the Board or its designee. The Board or its designee may promulgate written guidelines for the exercise of this review.

The Board or its designee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its designee or the representatives thereof shall have the right, during reasonable hours, to enter upon any Lot to inspect any Lot and any improvements thereon for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. If the Board or its designee fails to approve or to disapprove such design and location Board or its designee fails to approve or to disapprove such design and location within sixty (60) days after the plans and specifications have been submitted to it, the foregoing will be deemed approved. However, all activities commenced pursuant to plans which have been deemed approved shall be consistent with such plans.

As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Board or its designee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the board, its designee, nor the association assumes liability of responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the association, the board, the board's designee, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every owner agrees that such person or owner will not bring any action or suit against Declarant, the association, the board, the board's designee, or the officers, directors, members, employees, and agents of any of them to recover any damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provision of any law which provides that a general release does not extend

to claims, demands, and causes or actions not known at the time the release is given.

Section 11: Antennas. No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board or its designee. However, the Board and the Declarant reserve the right to (but shall not be obligated to) erect a master antenna, satellite dish or other similar master system for the benefit of the Community.

Section 12: Gardens, Basketball Goals, Etc. Grass, ornamental plants and shrubbery (and only the foregoing) may be planted in the front or side yard of any Lot. All other planting may be done only with prior written approval of the Board or its designees in accordance with the guidelines previously established by the Board or its designee. Overseeding of fescue lawns and sodding of lawns with Bermuda or Zoysia shall not require prior approval pursuant to this Section. No vegetable garden, hammocks, statuary, or recreational equipment may be placed, erected, allowed or maintained upon any Lot without the prior written consent of the Board or its designee. This provision shall not, however, apply to basketball goals which may be installed after the type and location have been previously approved in writing by the Board or its designee.

Section 13: Tree Removal. No trees shall be removed without the express consent of the Board or its designee, except for (1) trees removed by the Declarant; (b) diseased or dead trees; and (c) trees needing to be removed to promote the growth of other trees.

Section 14: Lighting. Notwithstanding Article VI, Section 10 above, the following exterior lighting may be installed without the necessity of obtaining the prior approval of the Board or its designee: (a) seasonal decorative lights during the Christmas season; (b) illumination of other than the front or side yards of a Lot; (c) illumination of model homes and entrance features constructed by the Declarant; and (d) other lighting originally installed by the Declarant. Plans for all other exterior lighting must be submitted and approved in accordance with Article VI, Section 10 thereof. Decorative post lights will not be approved unless they conform to established street lighting.

Section 15: Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant of any Lot may obstruct or re-channel the drainage flows after the location and installation of drainage swales, storm sewers, or storm drains. Declarant reserves the right to prepare sloping banks, cut or fill, on a three (3) to one (1) slope on all streets and roads. Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and

water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 16: Sight Distance at Intersections. All property located at street intersections shall be so landscaped as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain at any corner where this would create a traffic or sight problem.

Section 17: Clotheslines, Garbage Cans, Woodpiles, Etc. All clotheslines, garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. Notwithstanding the foregoing, the Association reserves the right to provide and maintain a dumpster for the use of residents within the Community. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees and property within the Community as needed for efficient construction and to allow developers and builders within the Community to do so.

Section 18: Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of its designee. Declarant, however, hereby expresses the right to re-plat any Lot(s) or other property in the Community. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and zoning regulations.

Section 19: Guns. The use of firearms in the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns and small firearms of all types.

Section 20: Solar Devices. No artificial or man-made device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board or its designee.

Section 21: Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board of its designee. Under no circumstances shall any fence be placed, erected, allowed or maintained closer to any street than the rear of the residence constructed on such Lot. The Board of its designee may issue guidelines detailing acceptable fence styles or specifications, but in no event may a chain link fence or hog wire fence be approved.

Section 22: Exterior Colors. The exterior of all improvements, including without limitation, residences, constructed, erected, allowed, or maintained upon any Lot must be painted or repainted in a color used by Declarant in the original construction and marketing of residence within the Community.

Section 23: Mailboxes. No mailboxes and appurtenant posts and/or structures shall be erected without the prior approval of the Board of its designee. Generally, the foregoing must be of the same type and color as that originally installed by the Declarant.

Section 24: Detached Structures. No detached structure shall be placed, erected, allowed, or maintained upon any Lot without the prior written consent of the Board or its designee. All detached structures must be consistent in design materials and color with the dwelling on the Lot.

Section 25: Entry Features and Street Signs. Owners shall not alter, remove or add improvements to any entry features or street signs constructed by the Declarant on any Lot, or any part of any easement area associated therewith without the prior written consent of the Board or its designee.

Section 26: Above Ground Pools. Above ground swimming pools shall not be permitted in the Community.

Article VII Insurance and Casualty Losses

Section 1: Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements located on the Common Property or required to be maintained by the Association under Article V, Section 1 hereof. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall obtain a public liability policy applicable to the Common Property insuring the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. The public liability policy shall have a combined single limit of at least One Million Dollars (1,000,000.00). If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall also obtain directors' and officers' liability insurance. The Board is hereby authorized to contract with or otherwise arrange to obtain the insurance coverage required hereunder through the Declarant

and to reimburse Declarant for the cost thereof, and Declarant shall be authorized, but not obligated, to purchase such insurance coverage for the benefit of the Association and the Owners upon Declarant and Association agreeing upon the terms and conditions applicable to reimbursement by the Association for costs incurred by Declarant in obtaining such coverage. Notwithstanding anything contained in this Declaration to the contrary, the Board shall not be required to comply with the provisions of this Article if the Board has contracted for or otherwise arranged to obtain the required insurance coverage through the Declarant.

Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee, for the respective benefited parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company authorized to do business in Mississippi.

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified Persons, at least one of whom must be in the real estate industry and familiar with construction in the county where the Community is located.

(e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the

Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be cancelled, subjected to non renewal, invalidated, or suspended on account of any one of more individual Owners;

(iv) that no policy may be cancelled, subjected to non-renewal, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association of its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be cancelled, subjected to non-renewal, or substantially modified without at least ten (10) days' prior written notice to the Association.

In addition to other insurance coverage required by this Section, the Board shall obtain workers compensation insurance, if and to the extent necessary to satisfy the requirements of applicable law, and, if available at reasonable cost, as determined in the sole discretion of the Board, a fidelity bond or employees dishonesty coverage covering directors, officers, employees, and other Persons handling or responsible for the Association's funds. The amount of fidelity or employees dishonesty coverage, if obtained, shall be determined in the directors' best business judgments. Such coverage, if obtained, shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation and all defenses based upon the exclusion of Persons serving without compensation and shall not be subject to cancellation, non-renewal or substantial modification without at least ten (10) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and floor insurance, if and to the extent necessary to satisfy the requirements of The Federal Home Loan Mortgage Corporation of the Federal National Mortgage Association, the U.S. Department of Veterans Affairs (VA) or the U.S. Department of Housing and Urban Development (HUD).

Section 2: Damage and Destruction -Common Property.

(a) In General. Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used

in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty allowing for any changes or improvements necessary to comply with applicable building codes. The Board of Directors shall have all enforcement powers specified in Article XII, Section 1 of this Declaration necessary to enforce this provision.

(b) Repair and Reconstruction. Any damage or destruction to property required to be covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty at least seventy-five percent (75%) of the Total Association Vote otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof. The Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs or repair or reconstruction of if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

Section 3: Damage and Destruction - Lots. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris from within seventy-five (75) days after such damage or destruction. In the event of noncompliance with this provision, the Board of Directors shall have all enforcement powers specified in Article XII, Section 1 of this Declaration.

Section 4: Insurance Deductible. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who are responsible hereunder, or under any declaration or contract requiring the Association

to obtain such insurance, for maintenance of the damaged or destroyed property.

**Article VIII
Condemnation**

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners of Lots subject to the taking, if any) by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The award made for such taking shall be payable to the Association as trustee for all Owners. The provisions of Article VII, Section 2 above, applicable to Common Property improvements damage or destruction, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

**Article IX
Annexation and Withdrawal of Property**

Section 1: Unilateral Annexation by Declarant.

(a) As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time until fifteen (15) years after the recording of this Declaration to subject all or any portion of the real property described in Exhibit "C" attached hereto and by reference made a part hereof to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of the Superior Court of the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless a later effective date is provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of then Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any such annexed real property.

(c) The rights reserved unto Declarant to subject additional land to the Declaration shall not and shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the Association. If such additional land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land

may be put by Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

Section 2: Other Annexation. Subject to the consent of the owner thereof and the consent of the Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community), upon the affirmative vote or written consent, or any combination thereof, of Owners of at least two-thirds (2/3) of the Lots (other than Lots owned by Declarant so long as the consent of the Declarant is required), the Association may annex other real property to the provisions of the Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of the Superior Court of the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be signed by the President and Secretary of the Association, and any such annexation shall be effective upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

Section 3: Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to this Article for the purpose of removing any portion of the Community then owner by Declarant of the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Community, provided such withdrawal is not unequivocally contract to the overall, uniform scheme of development for the Community.

Article X Mortgage Provisions

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

Section 1: Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), therefore becoming an "eligible holder"), will be entitled to timely written notice of:

- (a) any condemnation loss of any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association, or

(d) any proposed action which would require the consent of a specified percentage or Mortgage holders.

Section 2: No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner of other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 3: Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 4: Amendments by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD, or VA subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 5: VA/HUD Approval. As long as the Declarant has the right to appoint and remove the directors and officers of the Association and so long as the project is approved by HUD for insuring any Mortgage in the Community (as determined by consulting the current list of approved subdivisions regularly published by HUD and furnished to Mortgage companies) of the VA for guaranteeing any Mortgage in the Community (as determined by telephone inquiry to VA), the following actions shall require the prior approval of the VA and/or HUD, as applicable: annexation of additional property to the Community, except for annexation by Declarant in accordance with Article IX, Section 1, hereof pursuant to a plan of annexation previously approved by the VA and/or HUD, as applicable; dedication of Common Property to any public entity; mergers and consolidations; dissolution of the Association; mortgaging of Common Property; and material amendment of the Declaration, Bylaws, or Articles of Incorporation.

Section 6: Applicability of Article X. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Mississippi law for any of the acts set out in this Article.

Section 7: Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

Article XI Easements

Section 1: Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion of the Common Property adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shirting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property of as between adjacent lots, and the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

Section 2: Easement for Use and Enjoyment.

(a) Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his Lot, subject to the following provisions:

- (i) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, and invitees;
- (ii) the right of the Association to suspend the voting rights of a Lot Owner and the right of an Owner to use the recreational facilities available for use by the Community, if any, for any period during which any assessment against his Lot which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;
- (iii) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for

construction, repairing or improving any facilities located or to be located thereof, and give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community (Any provision in this Declaration or in any such Mortgage given by the Association to this contract notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default there under shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community.) (No such Mortgage shall be effective unless any instrument agreeing to such Mortgage has been approved by Owners of at least two-thirds (2/3) of the Lots (other than Lots of Declarant so long as the consent of Declarant is required) and Owners representing at least two-thirds (2/3) of the Total Association Vote (other than Declarant so long as the consent of Declarant is required).

(b) Any Lot Owner may delegate his or her right of use and enjoyment in and to the Common Property and facilities located thereon to the members of his family, his tenants and guests and shall be deemed to have made a delegation of all such rights to the Occupants of such Owner's Lot is leased.

Section 3: Easements for Utilities. There is hereby reserved to the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community of any portion thereof, including but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarant or Association might decide to have installed to serve the Community. It shall be expressly permissible for the Declarant, the Association or the designee of either, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

Section 4: Easement for Association Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, determined in the sole discretion of the Association, as are necessary to allow for the maintenance required under Article V. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 5: Easements for Maintenance and Repair. There shall be reciprocal appurtenant easements between adjacent Lots for the purpose of maintaining or repairing the improvements, including without limitation, landscaping located on each Lot which easement shall extend to a distance of not more than five (5) feet as measured from any point on the common boundary between the Lots and along a line perpendicular to such boundary at such point. The easement shall be used only for such period of time as is reasonably necessary in order to complete the needed maintenance or repair. The Lot Owner exercising this easement right shall be liable for the promptly repair of any damage to the Lot over which this easement is exercised which is caused by the maintenance or repair work. The damaged portions of such Lot shall be restored to substantially the same condition as existed prior the damage.

Section 6: Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Article XII, Section 2 hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety reasons, which right may be exercised by the manager, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. The right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

Section 7: Easements for Entry Features and Street Signs. There is hereby reserved to the Declarant and the Association an easement over and upon each Lot for ingress, egress, installation, construction, landscaping and maintenance of entry features and street signs for the Community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around all entry features and right to grade the land under and around the entry features.

Section 8: Easements for Common Drives. Declarant hereby created joint and reciprocal easements in perpetuity for vehicular and pedestrian traffic in, upon, over and across those areas, if any, shown as a common drive on any plat for the Community is located (or such similar or

equivalent language as would indicate that such area is a common drive among two or more Lots) (hereinafter referred to as a "Common Drive"). These easements shall be for the benefit of any Owner for a Lot upon which a Common Drive is located and shall be for access to and ingress and egress to and from such Owner's Lot by such Owner, and his or her family members, invitees, and designees, in, upon, over and across the Common Drive, or portion thereof, located on such Owner's Lot. Any Common Drive shall continue to be used for this purpose by the Owners and successors-in-title to such Lots. In connection with the reservation of these easements, it is acknowledged and agreed that the Owner of a Lot burdened by these easements will be required to utilize the easements for access to and ingress and egress to and from such Owner's Lot and that such easements are critical to the future use and enjoyment of such Owner's Lot. No Owner shall be allowed to change, alter or diminish the rights of an Owner of a Lot burdened by these easements to the use and enjoyment of the Common Drive located on such Owner's Lot.

Each Common Drive shall be cleaned, maintained, repaired and replaced as a joint effort by the Owners of the Lots upon which such Common Drive is located. This responsibility shall be shared on an equal basis by each of said Owners, notwithstanding the respective use of the Common Drive by the Owners of the Lots upon which such Common Drive is located. In order to protect the value of the respective Lots and to insure the proper use and enjoyment of the respective Lots, the Owner of a Lot upon which a Common Drive is located shall have the full and unrestricted right to cause the cleaning, maintenance, repair and replacement to be made to such Common Drive as may be necessary to insure that such Common Drive is maintained in a good, proper and functional condition and appearance. The failure by any Owner of a Lot upon which such Common Drive is located to pay when due his or her portion of any such expense incurred by another Owner of a Lot upon which such Common Drive is located for cleaning, maintenance, repair and replacement of such Common Drive shall be a violation of the covenants and restrictions set forth in this Declaration and such nonpaying Owner shall be liable to the Owner who performed such cleaning, maintenance, repair and replacement for such amount plus costs and expenses, including reasonable attorney's fees, incurred by such Owner in collecting such amount.

Article XII General Provisions

Section 1: Enforcement. Each Owner and every Occupant of a Lot shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed to his or her Lot, if any. The Board of Directors may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws of the rules and regulations shall be grounds

for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, or use restrictions and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

Section 2: Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot of any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days' written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

Section 3: Duration. The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of an shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law; provided, however, if Mississippi law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time any such provisions shall be (a) automatically extended for successive periods of ten (10) years, unless a written instrument reflecting disapproval signed by the then Owners of at least two-thirds (2/3) of the Lots and the Declarant (so long as the Declarant own any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community) has been recorded within the year immediately within the year immediately preceding the beginning of a ten (10) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended as otherwise provided by law. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4: Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to guarantee or insure Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration as provided in Article IX hereof; Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owner hereunder, no shall it adversely affect the substantive rights of any Lot Owner hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of Owners of at least two-thirds (2/3) of the Lots (other than Lots of Declarant so long as the Declarant owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community). Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein. No provision of this Declaration which reserves or grants special rights to the Declarant so long as the Declarant owns any property primarily for development and/or sale in the Community or subject to annexation by the Declarant to the Community.

Any lawsuit challenging any aspect of an amendment to this Declaration must be filed in the Superior Court of DeSoto County, Mississippi within one (1) year of the recordation of such amendment in the DeSoto County, Mississippi land records.

Section 5: Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 6: Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such

prohibition or invalidity shall not affect any other provision of the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 7: Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 8: Prepared. This Declaration was prepared by The Charleston Group, LLC, 315 Loshier, Suite 200, Hernando, MS 38632.

Section 9: Conveyance of Common Property by Declarant to Association: Assignment of Contracts. The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest. Such conveyance shall be accepted by the Association. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all or a part of its members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section. The Association shall also accept assignment of any contracts entered into by the Declarant for the benefit of the Association or the Owners.

Section 10: Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violating of the rule against perpetuities, then such provisions shall continue only until twenty (20) years from date of recording.

Section 11: Indemnification. In accordance with the Mississippi Non-profit Corporation Code and to the full extent allowed, the Association shall indemnify every Person who was or is a party or who is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association), by reason of the fact that such Person is or was serving as a director or officer of the Association against any and all expenses, any action, suit, or proceeding, if such Person acted in a manner reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Any indemnification hereunder shall be made by the Association only as authorized in a specific case upon a determination that indemnification of the Person is proper under the circumstances.

Section 12: Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, the Bylaws, Article of Incorporation, rules and regulations, use restrictions, and any amendments to any of the foregoing, the Declarant expressly reserves unto itself and its successors and assigns a non-exclusive, perpetual right, privilege, and easement with respect to the Community for the benefit of the Declarant, its successors, and assigns over, under, in, and/or in the Community, without obligation and without charge to the Declarant, for the purposes of taking all actions related to or connected with construction, installation, relocation, development, sale, maintenance, repair or replacement in the Community and any other property now owned or which may in the future be owned by the Declarant (such other property is hereinafter referred to as "Additional Property"). The reserved easement shall constitute a burden on the title to the Community and specifically includes, but is not limited to:

- (a) the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in the Community; and the right to tie into any portion of the Community with streets driveways, parking areas, and walkways; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee payable to the Association or any Owner for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under and/or over the Community.
- (b) the right to use (continually or from time to time) without charge any clubhouse or similar structure and appurtenant recreational facilities, if any, constructed by the Declarant in the Community for business purposes or company functions of the Declarant and any similar use, including but not limited to, sales and marketing meetings, offices for Declarant's sales or other employees and agents, a design studio, and employee parties; and
- (c) the right to construct, install, replace, relocate, maintain, repair, use and enjoy signs, model residences, construction trailers, and sales offices in the Community.

No rights, privileges, and easements granted or reserved herein shall be merged into the title of any property, including, without limitation, the Community, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quitclaim deed from the Declarant releasing such right, privilege, or easement by express reference thereto.

If these reserved easements are exercised without annexing any Additional Property to the Community, the Owners of the affected Additional Property shall share the costs, if any, of using and maintaining

utility and similar facilities, including, without limitation electrical, telephone, natural gas, water, sewer, and drainage lines and facilities with the Owners in the Community in the proportion that the number for completed dwellings upon the affected Additional Property and the number of Lots in the Community. The costs of maintenance and repair of Community streets and driveways shall likewise be apportioned to the affected Additional Property if the only means of vehicular access to the affected Additional Property is across the Community. For the purposes of this provision, a dwelling on the affected Additional Property shall be considered completed when a certificate of occupancy has been granted. The allocation for expenses and the collection therefore may be done on a monthly, quarterly, or annual basis as may reasonably be determined by the Association in accordance with this Declaration. If any of the Additional Property is added to the Community, from the time of the annexation, the sharing of costs and expenses and the use of any property so added shall be governed by this Declaration, rather than by these easements.

This Section shall not be amended without the prior written consent of the Declarant so long as the Declarant owns any property primarily for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community.

Section 13: Books and Records.

(a) Inspection by Members and Mortgagees. This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for the purpose reasonably related to his or her interest as a member or holder insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made;
- (iii) payment of the cost of reproducing copies of documents

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 14: Financial Statements. Financial statements for the Association shall be compiled annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's financial statements at the annual meeting, the Owners, by a Majority vote, may require that the financial statements of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all costs associated therewith, such holder shall be entitled to receive a copy of the audited financial statements of the Association within ninety (90) days of the date of the request.

Section 15: Notice of Sale or Lease. In the event an Owner sells or leases his or her Lot, the Owner shall give to the Association, in writing, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require. The Declarant and the Board automatically have First Right of Refusal.

Section 16: Agreements. Subject to the prior approval of Declarant, so long as the Declarant has an option to unilaterally subject additional property to this Declaration as provided in Article IX above, all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 17: Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

Section 18: Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Total Association Vote. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article IV hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant pursuant to Article XII, Section 4 hereof, or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 19: Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restrictions or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 20: Use of Recreational Facilities by Nonmembers. For so long as Declarant has an option to unilaterally subject additional property to this Declaration as provided in Article IX above, Declarant shall have the right to grant to persons who are not members of the Association the right to use the Community recreational facilities (if any) constructed by Declarant. The extent and duration of nonmember use and the fee to be charged therefore shall be determined solely by Declarant. The Declarant may grant nonmember use rights to individuals as an easement appurtenant to such individuals' residential real property so that such use rights shall automatically inure to the benefit of both the original grantees and their respective successors-in-title to such real property. For so long as Declarant owns such recreational facilities, nonmember user fees shall be paid to Declarant. If such recreational facilities are conveyed to the Association, nonmember user fees due and payable after the date of such conveyance shall be paid to the Association. Declarant shall determine the amount of nonmember user fees which are due and payable after such conveyance. Such fees shall be paid in equal annual installments to the Association. The amount of such installment payments may be increased each year by the Board so long as the percentage increase (as compared to the previous year's installment) does not exceed the percentage increase in the annual assessment levied against members of the Association (as compared to the previous year's assessment).

Any use right granted to nonmembers which extends beyond the termination of Declarant option to unilaterally subject additional property to this Declaration shall be valid and may not be terminated by the Association so long as the terms and conditions imposed upon nonmember use by Declarant are complied with by the nonmember user.

Declarant hereby expressly reserves unto itself, its successors and assigns a non-exclusive, perpetual right, privilege and easement with respect to the Community for the benefit of Declarant, its successors, assigns and the above discussed nonmember users, over, under, in and/or on the Community (including, without limitation, the above described recreational facilities), without obligation and without charge to the foregoing, for the purpose of taking all actions related to or connected with the granting of nonmember use and the use by such nonmembers as described above. Such right, privilege and easement shall include, without limitation, the right of access ingress, use and egress of and to the above described recreational facilities and the right of access, ingress, use and egress for vehicular and pedestrian traffic over, under, on or in the Community roads, parking areas and walkways.

Declarant shall not be liable for and is hereby held harmless from any failure of any nonmember to pay a nonmember user fee to the Association where required to do so by this Section. In such case, the Association's sole remedy shall be to suspend the use right of the nonmember who has not timely paid until all amounts owed are paid. Declarant shall also not be liable for and is hereby held harmless from any personal injury or property damage caused by a nonmember entitled to use the Community recreational facilities constructed by Declarant.

Declarant shall have the sole right to grant use rights to the Community recreational facilities constructed by Declarant to nonmembers and the Board shall have no such right. The provisions of this Section shall apply notwithstanding any contrary provisions in this Declaration, the Bylaws, Articles of Incorporation, rules and regulations, use restrictions and any amendments to any of the foregoing.

EXHIBIT "A"**Definitions**

The following words, when used in this Declaration or in any amendment thereof (unless the context shall prohibit), shall have the following meanings:

(a) "Association" shall mean and refer to Charleston Rowe Community Association, Inc., a nonprofit Mississippi Limited Liability Corporation its successors and assigns.

(b) "Architectural Review Committee" shall be comprised of the Declarant, the "Board," or its designees.

(c) "Board of Directors" or "Board" of the Association shall be the appointed or elected body, as applicable, having its normal meaning under Mississippi corporate law.

(d) "Bylaws" shall refer to the Bylaws of Charleston Rowe Community Association, Inc., attached to this Declaration as Exhibit "D" and incorporated herein by this reference.

(e) "Common Property" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

(f) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "B", attached hereto, and (i) such additions thereto as may be made by Declarant (or its Mortgagee or transferee as provided in the Declaration) of all or any portion of the real property described in Exhibit "C", attached hereto; and (ii) such additions thereto as may be made by the Association (as provided in the Declaration) or other real property.

(g) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association. Such determination; however, must be consistent with the Community Wide Standard originally established by Declarant.

(h) "Declarant" shall mean and refer to Charleston Group, LLC, a Mississippi Limited Liability Corporation and its successors-in-title and assigns, provided any such successor-in-title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "B", attached hereto, or in Exhibit "C", attached hereto, and provided

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further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign in designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Declarant, all rights or the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit "B", attached hereto, and in Exhibit "C", attached hereto, which is now or hereafter subjected to this Declaration, there shall be only one Person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one point in time.

(i) "Lot" shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single dwelling site as shown on the plat for the Community, or amendments thereto, recorded in the land records of the county where the Community is located. The ownership of each Lot shall include, and there shall pass with each lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Property, which shall include, without limitation, membership in the Association. "Majority" means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

(j) "Mortgage" means any mortgage; deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(k) "Mortgagee" shall mean the holder of the Mortgage.

(l) "Occupant" shall mean any Person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

(m) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding; however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

(n) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust or other legal entity.

(o) "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

(p) "Total Association Vote" means all of the votes attributable to members of the Association (including votes of Declarant) and the consent of Declarant (so long as Declarant owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community).

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EXHIBIT "C"

**Additional Property Which
Can Be Unilaterally Submitted by Declarant**

October 24, 2002

DESCRIPTION OF THE CHARLESTON ROWE SUBDIVISION TRACT LOCATED
IN PART OF SECTIONS 1 AND 12; TOWNSHIP 3 SOUTH; RANGE 8 WEST;
CITY OF HERNANDO IN DESOTO COUNTY, MISSISSIPPI.

Beginning at the northeast corner of Section 12; Township 3
South; Range 8 West; thence west 1667.1 feet along said north
section line to a point in the west right of way of U. S.
Highway 51 and the point of beginning of the following
parcel; thence south 936.2 feet along said right of way to a
point; thence west 845.82 feet to a point in the east right
of way of Old Highway 51; thence north 952 feet along said
east right of way to a point in the north line of said
Section 12; thence north 523.8 feet along said east highway
right of way to a point; thence east 902.6 feet to a point in
the west right of way of Highway 51; thence south 522.5 feet
to the point of beginning and containing 30 acres more or
less.

EXHIBIT "D"

**Bylaws of
Charleston Rowe Community Association, Inc.**

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**Bylaws
Of the
Charleston Rowe Community Association, Inc.**

Article I

Name, Membership and Definitions

Section 1: Name. The name of the Association shall be Charleston Rowe Community Association, Inc. (the "Association").

Section 2: Membership. The Association shall have one (1) class of membership, as is more fully set forth in that Declaration of Protective Covenants for Charleston Rowe (such Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership as specifically incorporated by reference herein.

Section 3: Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

Article II

1/12/12

Charleston Rowe, Exhibit 'D' - 2

Association: Meetings, Quorum, Voting, Proxies

Section 1: Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board, either in the Community or as convenient thereto as possible and practical.

Section 2: First Meeting and Annual Meetings. An annual or special meeting shall be held within one (1) year from the date the Declaration is recorded. Annual meetings shall be set by the Board so as to occur no later than sixty (60) days after the close of the Association's fiscal year. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday (excluding Saturday and Sunday).

Section 3: Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a Majority of the Board of Directors or upon a petition signed by at least twenty-five percent (25%) of the Total Association Vote (the consent of the Declarant shall not be required). The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4: Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of record of each Lot a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Lot, he or she shall have designated by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than thirty (30) days before a meeting.

Section 5: Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent or proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6: Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a Majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) not more than thirty (30) days from the time the original meeting was called. At

such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7: Voting. The voting rights of the members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein.

Section 8: Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9: Quorum. The presence, in person or by proxy, or ten percent (10%) of the total eligible Association vote shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 10: Action without a Formal Meeting. Any action to be taken at a meeting of the members or any action that may be taken at a meeting of the members may be taken without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed by members holding the voting power required to pass such action at a meeting held on the date that the last consent is executed and such action is consented to by the Declarant if required. Such action shall be effective upon receipt by the Association of a sufficient number of such consents executed by current members unless a later effective date is specified therein. Each signed consent shall be delivered to the Association and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Section 11: Action by Written Ballot. Any action to be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations

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for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter (other than election of directors); and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked without the consent of the Board of Directors. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1: Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the directors must reside in the Community and shall be members or spouses of such members; provided, however, no Person and his or her spouse may serve on the Board at the same time.

Section 2: Directors Appointed by Declarant. Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the expiration of fifteen (15) years after the date of the recording of the Declarations; (b) the date on which all Lots shall have been conveyed by Declarant to Owners other than a Person or Persons constituting Declarant; or (c) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Declarant such authority to appoint and remove directors and officers of the Association. The directors selected by the Declarant need not be Owners or residents in the Community.

Section 3: Number of Directors. The Board shall consist of three (3) members; provided, however the Board may at any time after the meeting at which the Owners elect directors pursuant to Article III, Section 5(A) of these Bylaws, increase the number of Board members to five (5).

Section 4: Nomination of Directors. Elected directors shall be nominated from the floor and may also be nominated by a nominating committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 5: Election and Term of Office. Owner-elected directors shall be elected and hold office as follows:

(a) After the Declarant's right to appoint directors and officers terminates, the Association shall call a special meeting to be held at which Owners shall elect three (3) directors.

(b) At annual meetings of the membership thereafter, directors shall be elected. All eligible members of the Association shall vote on all directors to be elected, and the candidate(s) receiving the most votes shall be elected; provided, however, the initially elected directors shall serve the remainder of their terms.

The term of one (1) director shall be fixed at one (1) year, the term of one (1) director shall be fixed at two (2) years, and the term of one (1) director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 6: Removal of Directors. At any regular or special meeting of the Association duly called, any one (1) or more of the members of the Board of Directors may be removed, with or without cause, by a Majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from the Board meetings or who is delinquent in the payment of an assessment for more than twenty (20) days may be removed by a Majority vote of the directors at a meeting, a quorum being present. This Section shall not apply to directors appointed by Declarant.

Section 7: Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each Person so selected shall serve the unexpired portion of the term.

B. Meetings.

Section 8: Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter such time and place as shall be fixed by the Board.

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Section 9: Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a Majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 10: Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a Person at the director's home or office who would reasonably be expected to communicate such notice promptly to the director; (d) by telegram, charges prepaid; or (e) by commercial delivery service to such director's home or office. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or Telegraph Company shall be given at least forty-eight (48) hours before the time set for the meeting.

Section 11: Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12: Quorum of Board of Directors. At all meetings of the Board of Directors, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a Majority of the directors who are present at such meeting may adjourn the meeting. If any meeting cannot be held because a quorum is not present, a Majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

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Section 13: Compensation. No director shall receive any compensation from the Association for acting as such unless approved by a majority of the Total Association Vote.

Section 14: Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 15: Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 16: Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if consent in writing, settling forth the action so taken, shall be signed by all of the directors.

Section 17: Telephone Participation. One (1) or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all directors participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

C. Powers and Duties.

Section 18: Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws of the Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of any annual budget in which there shall be established the contribution of each Owner to the common expenses;
- (b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;

- (c) providing for the operation, care, upkeep and maintenance of all areas which are the maintenance responsibility of the Association;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase or equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which is shall approve, and using the proceeds to administer the Association;
- (f) making and amending use restrictions and rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;
- (k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses to Owners'
- (l) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, or other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 19: Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Declarant may be employed as managing agent or Manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice.

Section 20: Fining Procedures. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation;
- (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not continuing. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.

(b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice stating the nature of the violation, impose a fine.

Article IV **Officers**

Section 1: Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2: Election, Term of Office and Vacancies. Except during the period in which the Declarant has the right to appoint the officers of the Association under Article III, Section 2, of these Bylaws, the officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3: Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4: President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president

of a corporation organized under the Mississippi Nonprofit Corporation Code.

Section 5: Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6: Secretary. The Secretary shall keep the minutes of all meeting of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Mississippi Law.

Section 7: Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

Section 8: Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice of at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article V **Committees**

Committees perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI **Miscellaneous**

Section 1: Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

1/12/2012

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Section 2: Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Mississippi law, the Articles of Incorporation, the Declaration, these Bylaws, or a ruling made by the Person presiding over the proceeding.

Section 3: Conflicts. If there are conflicts or inconsistencies between the provisions of Mississippi law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Mississippi law, the Declaration, the Articles or Incorporation, and the Bylaws (in that order) shall prevail.

Section 4: Amendment. The provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment of these Bylaws; provided, however, that the U.S. Department of Veterans Affairs ("VA") (if it is then guaranteeing any Mortgage in the Community as determined by telephone inquiry to VA) and/or the U.S. Department of Housing and Urban Development ("HUD") (if it is then insuring any Mortgage in the Community as determined by consulting the current list of approved subdivisions regularly published by HUD and furnished to Mortgage companies) shall have the right to veto material amendments to these Bylaws for as long as the Declarant has the right to appoint and remove the directors and officers of the Association.

1/12/2012

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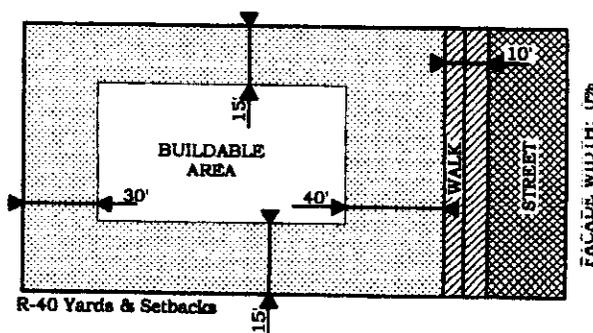
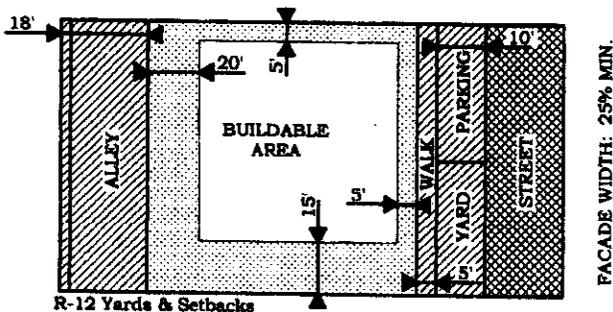
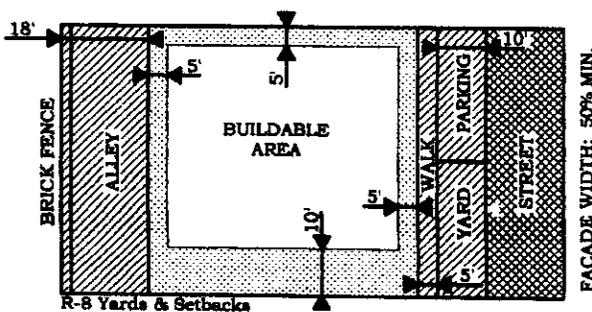
**Design Guidelines for
New Construction**

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PROPERTY OWNERSHIP & YARD SET-BACKS

1. All building plans must be submitted to the Architectural Review Committee (ARC) for conformance review.
2. Variances may be granted at the ARC's discretion based on Architectural merit.
3. The building's street facade must extend along the front yard line a minimum of the designated percentage of the lot width. However, the Historically-significant topography along Old Highway 51 in the R-12 lots supercedes street facade placement requirements.
4. The larger of the side yard shall be as designated on the Final Plat.
5. The purpose of the Alley shall be for vehicular access into owner's lot, access by other lot owners to their respective lot and service and utility vehicle access. Alley access or use shall not be impeded nor denied by any individual lot owner.

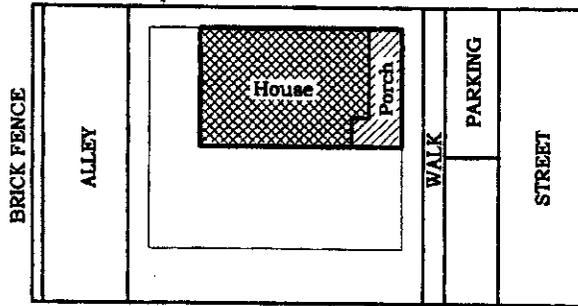


- | | |
|---|--|
| Public Property (City of Hernando) | Private (Landowner) |
| Semi-Private Property (Landowner & Homeowner's Association) | Yard: Area left free of structures (except fences) |

PORCHES

1. Porch definition: An unglazed, roofed structure supported by columns. Column design and spacing must be approved by ARC.
2. The porch shall extend the percentage of building length designated below.
3. The porch shall be the minimum depth as designated below.

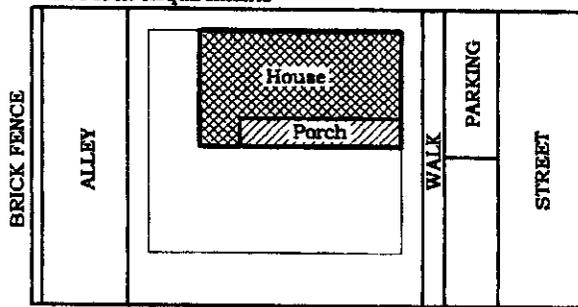
R-8 Porch Requirements



Wide Side Yard Porch Requirements:
 Porch Depth: 8' Minimum
 % of Side Yard Facade: 25% Minimum

Front Yard Porch Requirements:
 Porch Depth: 8' Minimum
 % of Front Yard Facade: 100% Minimum

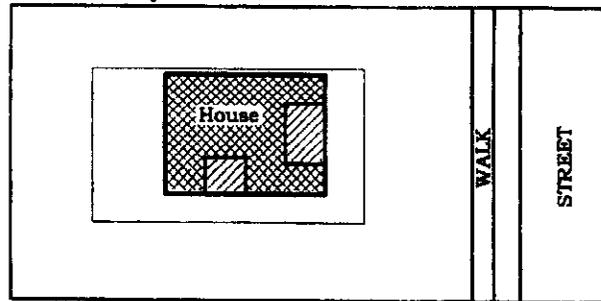
R-12 Porch Requirements



Wide Side Yard Porch Requirements:
 Porch Depth: 8' Minimum
 % of Side Yard Facade: 75% Minimum

Front Yard Porch Requirements:
 Porch Depth: Side Porch Depth
 % of Front Yard Facade: 10% Minimum

R-40 Porch Requirements



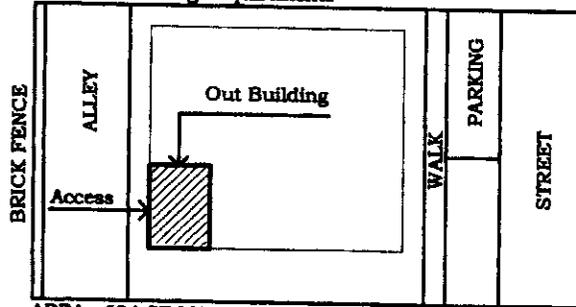
Wide Side Yard Porch Requirements:
 Porch Depth: 10' Minimum
 % of Side Yard Facade: 25% Minimum

Front Yard Porch Requirements:
 Porch Depth: 10' Minimum
 % of Front Yard Facade: 50% Minimum

OUT BUILDINGS

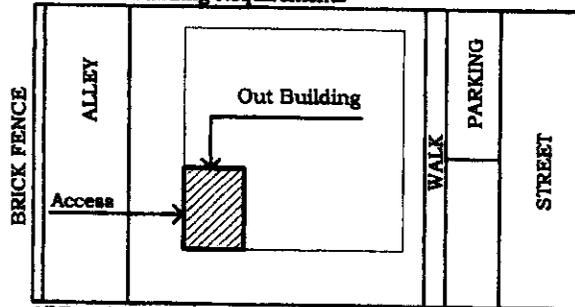
1. Out Building definition: An auxiliary structure located within a yard area.
2. The footprint of the Out Building shall not exceed the area designated below.
3. The Out Building may be connected to the House with a porch, covered walk or enclosed connection. Such connector shall not be counted against the maximum Out Building area.
4. The Out Building shall not exceed 12' to the eave line.
5. The design of all Out Buildings shall be consistent with the design of the House and must be submitted to the ARC for review and approval.

R-8 Out Building Requirements

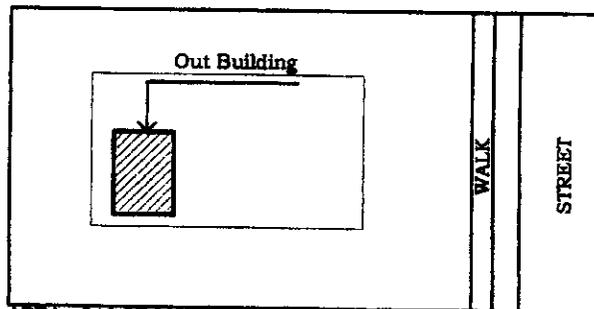


AREA: 624 SF MAX
LOCATION: Anywhere along Rear Setback Line.
VEHICULAR ACCESS: From alley only.

R-12 Out Building Requirements



AREA: 940 SF MAX
LOCATION: Anywhere along Rear Setback Line.
VEHICULAR ACCESS: From alley only.

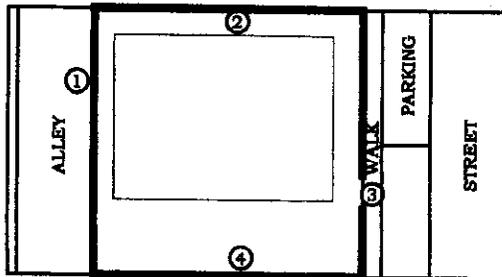


AREA: 940 SF MAX
LOCATION: Anywhere within Setback lines.
VEHICULAR ACCESS: Must not face Front Yard.

FENCES

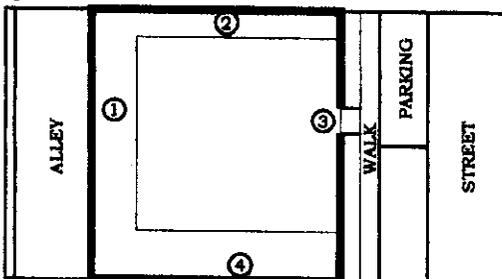
1. Fence definition: A vertical barrier to designate boundaries.
2. All fence designs must be submitted to the ARC for design and material review and approval prior to construction.
3. Fencing must be constructed of one, or more, of the following materials:
 - A. Painted wood (treated, cypress or cedar only)
 - B. Brick
 - C. Cut limestone or architectural pre-cast concrete.
 - D. Wrought iron.
 - E. Dry-stacked natural fieldstone (8" minimum width)
 - F. Living fence consisting of dense planting materials (Supporting structures may be used; however, design must be submitted to the ARC for review and approval.
4. All fences are optional.

R-8 Fence Requirements



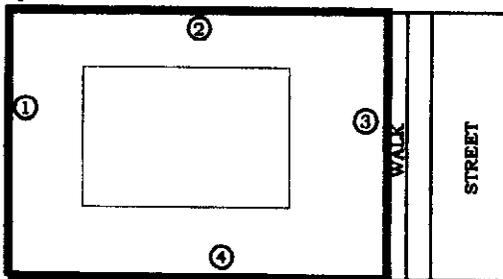
Location	Materials	Height	Gate
① Rear Alley Edge	A, F	3' Max	Required
② Side Property Line	A, F	3' Max	No
③ Front Walk Edge	A, F	3' Max	Required
④ Side Property Line	A, F	3' Max	No

R-12 Fence Requirements



Location	Materials	Height	Gate
① Rear Alley Edge	A, B, C, D, E, F	8' Max	Required
② Side Property Line	A, B, C, D, E, F	8' Max	No
③ Front Setback Line	B, C, D, E	8' Max	Required
④ Side Property Line	A, B, C, D, E, F	8' Max	No

R-40 Fence Requirements



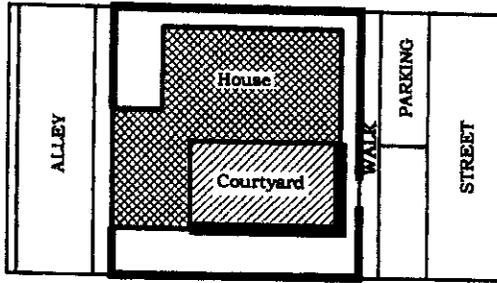
Location	Materials	Height	Gate
① Rear Property Line	B, C, D, E, F	8' Max	Optional
② Side Property Line	B, C, D, E, F	8' Max	Optional
③ Front Walk Edge	B, C, D, E	8' Max	Required
④ Side Property Line	B, C, D, E, F	8' Max	Optional

COURTYARDS

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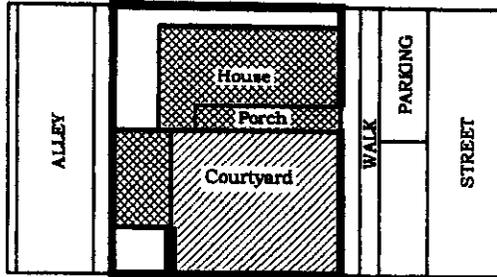
1. Courtyard definition: An open area within property setback defined by buildings, landscaping and/or fences.
2. All submitted Building Plans shall designate and define enclosures for courtyards as required below.
3. Permitted materials for courtyard "flatwork" are:
 - A. Solid clay brick pavers
 - B. Solid concrete pavers
 - C. Stained and scored concrete
 - D. Natural stone
 - E. Irrigated grass sod
4. All courtyard "flatwork" materials, patterns and colors must be submitted to the ARC for review and approval.

R-8 Courtyard Requirements



- DEFINED BY BUILDING WALLS:
50% Minimum
- PAVED:
25% Minimum
- ACCESS:
Pedestrian Gate to Front required.
Vehicular Gate: (10' wide max) to Front optional

R-12 Courtyard Requirements



- DEFINED BY BUILDING WALLS:
30% Minimum
- PAVED:
25% Minimum
- ACCESS:
Pedestrian Gate to Front optional
Vehicular Gate: (12' wide max) to Front optional

R-40 Courtyard Requirements - None. Courtyards are Optional.

ENVIRONMENTAL PRESERVATION

1. The preservation of the inherent value of the existing topography and vegetation is a high priority for this development.
2. These Guidelines apply to Construction in all Zones (R-8, R-12 and R-40).
3. Proposed grading must be submitted to the ARC for review and approval prior to construction.
4. Existing topography may only be altered for the following reasons:
 - A. Provide accessibility.
 - B. Improve storm water drainage.
5. Permeable paving design and storm water collection systems on-site are encouraged to minimize storm water runoff.
6. Structures, drives and fences shall be located to preserve the following:
 - A. Hardwood trees over 10" in diameter *(2:1)
 - B. Softwood trees over 24" in diameter *(2:1)
 - C. Natural ornamentals such as Dogwoods and Redbuds *(1:1)

* If, by necessity, trees must be removed, they must be replaced by like species at the ratio given.
7. Preservation of existing trees takes precedence over other location and setback requirements. Charleston Rowe, Exhibit 'E' - 5
8. No heavy equipment shall be permitted to operate within the drip lines of existing trees. All earthmoving equipment shall be "Low Ground Pressure."
9. All house foundations shall be conventional, or raised, to minimize environmental impact. Only Out Buildings may have slab-on-grade foundations.

5/6/2004

Charleston Rowe, Exhibit 'E' - 5

1. Building Mass Definition: The size and configuration of the building form.
2. Architectural Features Definition: The prescribed methods for constructing important parts of the building.
3. Architectural Design shall be in the Traditional Southern Styles, such as Charleston Single House, Georgian, Federal, Italian Villa, English Cottage, French Low-Country. Designs shall respond to Southern climate and regional architectural influences. Final design elements must be true to the intended Style with minimal eclecticism.
4. Approved window materials shall be:
 - A. Painted wood with insulated glass.
 - B. Aluminum-clad wood with insulated glass.
 - C. Appropriate vinyl
5. All exterior doors and windows must have correctly detailed and scaled trim. If shutters are installed, they must be correctly sized, wood shutters.
6. All materials and colors must be submitted to the ARC for review and approval.
7. Exterior wall materials shall be:
 - A. Modular brick (special shapes are encouraged). King sizes are not allowed.
 - B. Stained or painted cedar or cypress siding with a 6" maximum exposure with 5/4" trim.
 - C. Painted fiber-cement siding with 5/4" trim.
 - D. Natural stone.
 - E. Portland cement stucco. Minimum 2-coat system. Lathe required over concrete masonry units.
8. Exterior columns shall comply with the following:
 - A. Must be correctly sized and spaced.
 - B. Must have details specific to the stylistic period of the house, or constructed by a skilled, pre-approved craftsman.
 - C. Approved materials are:
 1. Stained or painted cedar or cypress.
 2. Synthetic materials capable of fine detail.
 3. Cut limestone or architectural pre-cast concrete.
 4. Stone or pre-cast concrete plinth blocks.
9. Roofing materials shall be:
 - A. ARCPre-approved architectural shingles.
 - B. Slate.
 - C. Synthetic slate.
 - D. Standing-seam pre-finished steel or copper.
 - E. Terra cotta.
10. Exposed wood elements shall be:
 - A. Solid stock cedar or cypress.
 - B. Glue-lam or other materials must be pre-approved by the ARC.
11. Exterior metals shall be:
 - A. Cast or wrought iron.
 - B. Pre-finished steel (baked enamel)
 - C. Natural copper.
 - D. Stainless steel.
 - E. Pre-finished aluminum.
12. Foundation vents shall be decorative cast or wrought iron.
13. All garage doors shall be stained or painted in a Carriage Style.
14. Minimum house sizes shall be:
 - A. R-8 Lots: 1,600 Heated square feet
 - B. R-12 Lots: 2,000 Heated square feet
 - C. R-40 Lots: 3,000 Heated square feet
 - D. All zones shall generally comply with the requirements of the current "Design Standards Ordinance for the City of Hernando," unless specifically superceded by the "Charleston Rowe Design Guidelines." Should Standards conflict, the more stringent of the two shall prevail.

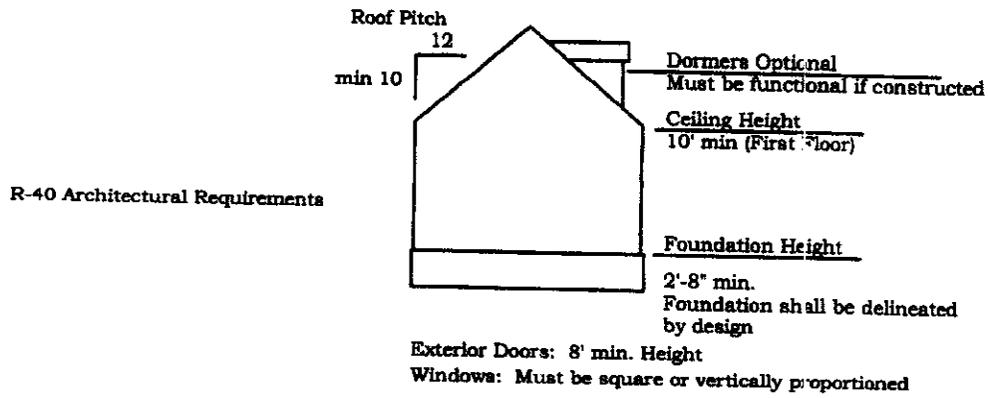
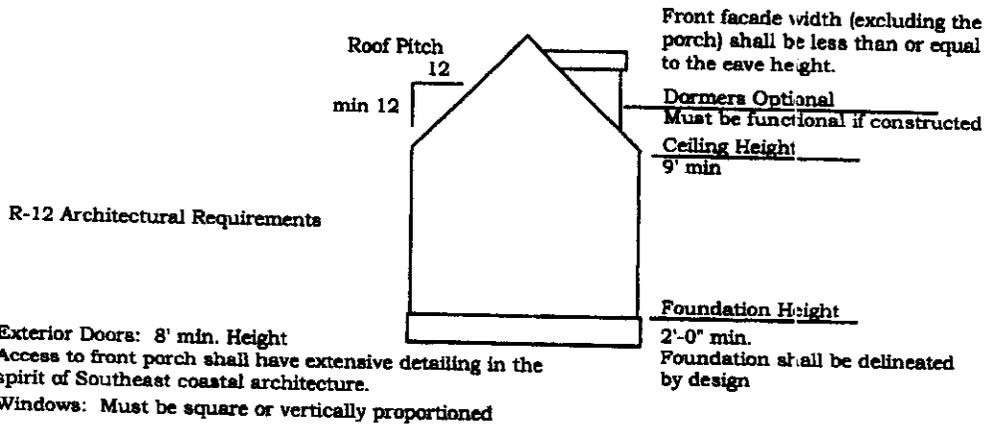
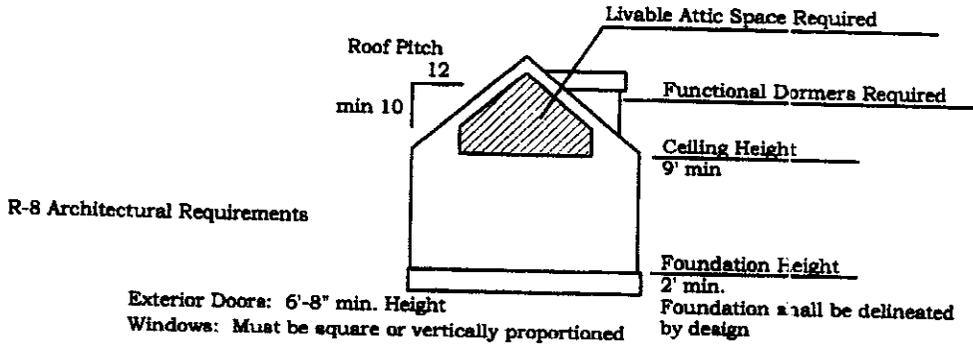


EXHIBIT "F"

**Design Guidelines
For
Existing Construction**

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APPLICATION INFORMATION

1. The following exterior modifications, and only these modifications, do not require a Request for Modification Form ("Form") to be submitted if certain conditions are met:
 - Patios (Guideline 1)
 - Exterior Lighting & Flag Poles (Guideline 2)
 - Garden Plots (Guideline 3)
 - Play Equipment (Guideline 4)
 - Basketball Goals (Guideline 5)
 - Children's Wading Pools (Guideline 6)
 - Ornamental Trees & Shrubbery (Guideline 8)
 - Repainting with same color (Guideline 12)

2. A complete Form must be submitted through the Covenants Committee for other types of modifications. The verbal approval of any sales agent employee or association representative is not sufficient. All modification approvals must be in writing. When plans are required, they must be submitted with the Form. A Form is attached to these guidelines. Additional Forms are available from the Sales Office or the Covenants Committee.

3. The Covenants Committee ordinarily meets twice a month, except when a holiday postpones a meeting. Owners generally receive a response to their request within ten days after the meeting at which the request is considered.

COVENANT ENFORCEMENT PROCEDURES

1. Apparent covenant violations – as reported by any source – must be submitted in writing to the Covenants Committee to be referred for appropriate action.

2. If a violation cannot be resolved by the Covenants Committee, the Advisory Committee will refer the matter to the Board of Directors who will send a letter requesting compliance and/or submissions for approval.

3. If necessary, follow-up correspondence requesting immediate action will be sent. Possible sanctions include: (i) suspension of the right to vote; (ii) suspension of the right to use the recreational facilities; or (iii) recordation of notice of covenant violation with the superior court; (iv) imposition of a fine on a per violation and/or per day basis; (v) commencement of legal procedures; (vi) correction of the violation by the association with all costs charged to the violator; and/or (vii) filing a lien for all fines and costs to correct the violation.

COMMUNITY ASSOCIATION GUIDELINES

1/12/2012

Charleston Rowe, Exhibit 'F' - 2

Guideline No. 1
Patios and Walkways

Submission of a form for a patio is not required if:

- a. The patio does not extend beyond the sidelines of the house and does not extend to within 10 feet of side property lines; and
- b. The patio does not exceed 6-inches above ground level at any point.

Submission of a Form for a walkway is not required if the walkway is located in the rear yard and:

- a. The walkway does not extend beyond the sidelines of the house and does not extend to within 10-feet of side property lines; and
- b. The walkway does not exceed 4-inches above ground level at any point.

A Form must be submitted for patio covers, trellises, permanent seating, railing and other items not enumerated above.

Guideline No. 2
Exterior Decorative Objects, Front Porch Flower Pots, Lighting, Etc.

1. A Form must be submitted for all exterior decorative objects, both natural and man-made. Exterior decorative objects include items such as bird baths, wagon wheels, sculptures, fountains, pools, antennas, flower pots, free-standing poles of all types, flag poles and items attached to approve structures.
2. Except as provided below, a Form must be submitted for all exterior lights or lighting fixtures not included as a part of the original structures. A Form is not required if lights meet the following criteria:
 - a. lighting does not exceed 12-inches in height;
 - b. the number of lights does not exceed 10; and
 - c. all lights must not exceed 100 watts, are white or clean, non-glare type and located to cause minimal vision impact on adjacent properties and streets.
3. A Form is not required to be submitted for a single flag pole staff attached to the front portion of a house.

Front doors and entry area decorations must be tasteful and in keeping with the style and colors of the house. Plants and flowers in pots must always be neat and healthy. Neatly maintained front porch flower pots (maximum of 4) that match exterior color containing evergreens/flowers do not require submission of a Form.

Objects will be evaluated on criteria as siting, proportion, color and appropriateness to surrounding environment.

Guideline No. 3
Garden Plots

1. A Form must be submitted for garden plots unless all of the conditions are met:
 - a. The plot is located behind rear line of house;
 - b. The size of the plot is limited to 150 square feet of $\frac{1}{4}$ of the rear lot, whichever is smaller; and
 - c. The maximum height of plants is less than 4-feet.
2. All garden plots must be located behind the rear line of the house with the exception of cluster houses, houses set on lots at angles and houses on corner lots. These will be considered on an individual basis when a Form is submitted.

Guideline No. 4
Play Equipment, Play Houses and Tree Houses

1. Except for lots adjacent to a lake, the Form is not required to be submitted for play equipment if the play equipment is located:
 - a. within the extended sidelines of house
 - b. in the rear yard;
 - c. within the screened fenced area o of the rear of the house, if yard is fenced; and
 - d. such that it will have a minimum visual impact on adjacent properties.
2. Metal play equipment, exclusive of wearing surfaces (slide poles, climbing rungs, swing seats, etc.) will generally be required to be painted to blend into the surrounding environment (earth tone colors comparable to dark green or brown).
3. A baseball backstop or similar item is not play equipment and must comply with the fence guidelines.
4. A Form must be submitted for all playhouses and tree houses.
5. Play houses and tree houses must be located where they will have a minimum visual impact on adjacent properties. In most cases, material used must match existing materials of the home and the tree house/play house may not be larger than 100 square feet.

Guideline No. 5

1/12/2012

Charleston Rowe, Exhibit 'F' - 4

Basketball Goals

1. A Form is not required to be submitted if all of the following requirements are met;
 - a. goal backboard is perpendicular to primary street;
 - b. backboard is white, beige, clear or light gray;
 - c. post is painted black; and
 - d. written approval of any neighbor who may be impacted by play is obtained.
2. If free-standing or portable, one rectangular guideline surrounding the hoop is permissible.

Guideline No. 6
Private Pools

1. If free-standing or portable, one rectangular guideline surrounding the hoop is permissible.
2. Above-ground pools are prohibited.
3. A Form must be submitted for all in-ground pools.
4. Appearance, height and detailing of all retaining walls must be consistent with the architectural character of the house. Some terracing may be acceptable.
5. Preferred privacy fencing for lots with pools or spas should be consistent with the attached privacy fence exhibit.
6. Maximum pool area - 1000 square feet.
7. Glaring light sources which can be seen from neighboring lots may not be used.
8. Landscaping enhancement of the pool area and screening with landscaping is required.
9. A Form must be submitted for exterior hot tubs and must be screened from adjacent properties and streets.

Guideline No. 7
Fences

1. A Form must be submitted for all fencing.
2. Chain link fences are prohibited.

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Charleston Rowe, Exhibit 'F' - 5

3. All Forms must include the following information:
 - a. Picture or drawing of fence type. Fence type should generally comply the Exhibit 'E' Design Guidelines for New Construction.
 - b. Site Plan - A site plan denoting the location of the fence must accompany the Form. Fence location should generally comply the Exhibit 'E' Design Guidelines for New Construction.
 - c. Crossbeam - Except for exterior lots backing up to non-residential property, crossbeam structure shall not be visible from any street (must face inside toward yard).
4. A Form must be submitted for all dog runs. Dog runs must meet all fence guidelines.
5. If other fencing exists on the property, fencing for dogs must be of the same type.

Guideline No. 8

Exterior Landscaping and Maintenance

1. A Form is not required to be submitted for ornamental trees and shrubbery. However, a Form must be submitted for screen planting (row or cluster style) and property line plantings.
2. Each owner is responsible for removal of debris, clippings, etc. from the property line to the center of the street. All planting areas should be properly maintained at all times, and, after the first frost, all affected material should be removed. At the end of the growing season, all dead plants should be removed. It is suggested that the bare earth be covered with straw, mulch or similar cover to prevent soil erosion.
3. Forms must include a description of the types and sizes of trees or shrubs to be planted and a site plan showing the relationship of plantings to the house and adjacent dwellings.
4. Landscaping should relate to the existing terrain and natural features of the lot, utilizing plant materials native to the Southeastern United States. The amount and character of the landscaping must conform to the precedent set in the surrounding community.
5. All mulched landscape beds must be covered with natural pine straw, chopped pine bark mulch, or wood shavings.
6. The preferred landscape bed edging is a neat 4"-6" deep trench. Other edging, if used, must be flush with the ground and be of a uniform type.

Guideline No.9

Firewood

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Charleston Rowe, Exhibit 'F' - 6

1. The preferred landscape bed edging is a neat 4"-6" deep trench. Other edging, if used, must be flush with the ground and be of a uniform type.
2. Woodpile coverings are allowed only if the cover is an earth tone color and the woodpile is screened from the view of the street. For example, a tarp-covered woodpile may be located under a deck with shrubs planted around it.

Guideline No. 10**Decks**

1. A Form must be submitted for ALL decks.
2. The Form must include:
 - (a) a site plan denoting location, dimension, materials and color;
 - (b) in most cases, the deck may not extend past the sides of the home;
 - (c) materials must be cedar, cypress, or No. 2 grade or better pressure treated pine; and
 - (d) color must be natural or painted to match exterior color of home.
3. Vertical supports for wood decks must be a minimum 6x6 inch wood posts or painted metal poles, preferably boxed in as to appear to be 6x6 inch wood posts.
4. The following, without limitation, will be reviewed: location size, conformity with design of the house, relationship to neighboring dwellings, and proposed use.
5. Owners are advised that a building permit may be required for a deck.

Guidelines No. 11**Exterior Building Alterations**

1. A Form must be submitted for all exterior building alterations. Building alterations include, but are not limited to, storm doors and windows, construction of driveways, garages, carports, porches and room additions to the home. Repainting requires prior written approval only if the color is changed.
2. The original architectural character or theme of any home must be consistent for all components of the home. Once the character is established, whether it is traditional, contemporary, etc., no change may alter that character.
3. A paint color change requires the following information:

- (a) Paint sample or picture of paint color shall be submitted. The address of the home and community where color has been approved must be identified.
 - (b) Area of home to be repainted.
 - (c) Photograph of your home and homes on either side (in most cases, adjacent homes cannot be painted the same colors).
4. Storm windows and doors must be made of anodized bronze or anodized aluminum with baked enamel finish compatible with the primary and trim colors. The Form must contain the following information:
 - (a) Picture or drawing of all windows/doors on which storm windows/doors will be installed;
 - (b) Picture depicting style of storm window/door to be used and
 - (c) Color.
 5. If County authorities make any changes to the plans as approved by the Covenants Committee, the owner must submit such changes for approval prior to commencing construction.
 6. A Form must be submitted for all tennis courts. Lighted courts (other than the community courts) are prohibited.
 7. Detached buildings will be considered only for R-12 and R-40 lots. Only attached storage will be considered for R-8 lots.
 - (a) Detached buildings must be located within the extended sidelines of the home.
 - (b) Detached buildings shall be limited to 500 square feet.
 - (c) Detached building exterior materials must match the exterior materials used on the home.
 8. Owners are advised that a building permit will be required for certain exterior building alterations.
 9. A Form must be submitted for all dog houses. All dog houses must be located where they will have minimum visual impact on adjacent properties.

Guideline No. 12
Vehicles and Parking

1. No boat, trailer, camper or recreational or any other type vehicle may be parked or stored in open view on residential property for longer than a 24-hour period.
2. All cars parked in open view and not in a garage must be operable and may not be unsightly.

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Charleston Rowe, Exhibit 'F' - 8

3. No vehicle may be parked on any yard. As a general rule, parking of vehicles on the street is prohibited. Temporary parking (four hours or less) is allowed if not a nuisance to neighbors or impediment to traffic flow. Homeowners are responsible for guest parking and must ensure the guests park in a safe manner and do not impede access to other driveways and traffic.

Guideline No. 13
Satellite Dishes

No transmission antennas or satellite dishes of any kind, and no direct broadcast satellite ("DBS") antennas or multi-channel multi-point distribution service ("MMDS") antennas larger than one (1) meter in diameter, shall be placed, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board of Directors or its designee. DBS and MMDS antennas and satellite dishes one (1) meter or less in diameter and television broadcast service antennas may be installed only if reasonably screened and located as approved by the Board of Directors or its designee and installed in accordance with the rules and regulations of the Federal Communications Commission and of the Association, both as may be amended from time to time. However, the Board and Declarant reserve the right to (but shall not be obligated to) erect any type and size of master antenna, satellite dish or other similar master system for the benefit of the Community. Each Owner and Occupant acknowledges that this provision benefits all Owner's and Occupant's and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of any individual outdoor antenna or similar device would be the most cost-effective way to receive the signal sought to be received.

REQUEST FOR MODIFICATION REVIEW FORM

Address _____ Home Phone _____

City/State/Zip _____ Office Phone _____

Lot/Block _____

Please provide the Covenants Committee with all information necessary to evaluate the request thoroughly and quickly. Requests must include without limitation, the following information: site plan (including all dimensions), color chips (if applicable), detailed description of request, list materials, pictures (if applicable), and any other information as specifically required below or as required by the Design Guidelines approved for the Community.

Description of Modification Requested:

Estimated State Date: _____ Estimated Completion Date: _____

Acknowledgement of Adjacent Homeowners (all homeowners sharing community boundary line): This acknowledgement will be considered by the Covenants Committee but will not be binding upon the Covenants Committee. No application will be considered unless this section is completed.

Signature _____ Lot# () Approve () Disapprove ()

Signature _____ Lot# () Approve () Disapprove ()

Signature _____ Lot# () Approve () Disapprove ()

Under each of the most common headings below, all the items listed must be submitted. Please refer to the Guidelines for other necessary information required for modifications such as detached structures, outdoor play equipment, pools, tennis courts, etc.:

- ___ Patio or Walkway
- ___ Lot survey denoting location
- ___ List of materials

- ___ Exterior Decorative Objects, Front Porch Flower Pots, Lighting, Etc.
- ___ Description of object
- ___ Location and picture of sketch of object

- ___ Garden Plot

- _____ Location and size of garden
- _____ Type of plants to be grown

_____ Play Houses

- _____ Location (must have minimum visual impact on adjacent properties)
- _____ Size and sketch (limited to an area not to exceed 100 square feet)
- _____ Materials (in most cases, material used must match existing materials of home)

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Charleston Rowe, Exhibit 'F' - 11

- ___ Private Pool
 - ___ Picture or drawing of pool type
 - ___ Dimensions (maximum size 1000 square feet)
 - ___ Color (must be blue or white)
 - ___ Site plan denoting location
 - ___ Type of light source
 - ___ Landscape plan

- ___ Fencing
 - ___ Picture or drawing of fence type
 - ___ Dimensions
 - ___ Color
 - ___ Site plan denoting location (Please use a copy of survey from your closing package.)
 - ___ Crossbeam structure must not be visible from any street (must face inside toward yard).
 - ___ Materials
 - ___ All nails, screws or fasteners shall be aluminum or hot-dipped galvanized.
 - ___ If fence is solid privacy type, all posts shall be anchored in concrete.
 - ___ Landscape plan denoting plant material and location

- ___ Deck/Porch
 - ___ Picture or Drawing (deck must match any existing deck)
 - ___ Color
 - ___ Site plan denoting location (in most cases may not extend past sides or home.
 - ___ Materials

- ___ Exterior Building Alterations
 - ___ Paint (Submit only if other than original paint color)
 - ___ Color and address of home with desired color used
 - ___ Area of home to be repainted.
 - ___ Photograph of your home plus homes on either site (in most cases adjacent homes cannot be painted the same color.

- ___ Storm Windows/Doors
 - ___ Picture or drawing of all windows/doors on which storm windows/doors will be installed.
 - ___ Picture depicting style of storm window/door to be installed.
 - ___ Color

- ___ Building Additions
 - ___ Location of addition and size of lot.
 - ___ Size, color, and detailed architectural drawing of addition.
 - ___ Materials (material used must match existing materials of home).
 - ___ Building permit (if required).

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Charleston Rowe, Exhibit 'F' - 12

Note: I understand and agree that no work on this request shall commence until written approval of the Covenants Committee has been received by me. I represent and warrant that the requested changes strictly conform to the community Design Guidelines and that these changes shall be made in strict conformance with the Design Guidelines. I understand that I am responsible for complying with all city and county regulations.

Neither The Charleston Group, the Association of Board of Directors, the Association Advisory Committee or the Association Covenants Committee nor their respective members, Secretary, successors, assigns, representatives or employees shall be liable for damages or otherwise to anyone requesting approval of an architectural alteration by reason of mistake in judgment, negligence or nonfeasance, arising out of any action with respect to any submission. The Architectural Review is directed toward review and approval of said planning, appearance and aesthetics. None of the foregoing assumes any responsibility regarding design or construction, including without limitation, the structural integrity, mechanical or electrical design, methods of construction, or technical suitability of materials. I hereby release and covenant not to sue all of the foregoing from/for any claims or damages regarding this request of the approval or denial thereof.

Owner's Signature: _____ Date: _____

FOR COVENTANTS COMMITTEE USE

Approved By: _____
Covenants Committee Member

Date Received: _____

Approved _____ Not Approved _____ Conditions: _____

Comments:

1/12/2012

Charleston Rowe, Exhibit 'F' - 13

Personally appeared before me, the undersigned authority in and for the above county and state, on the 3rd day of February, 2012, within my jurisdiction the within named James R. Seay Member of Charleston Group, LLC which is a managing member of The Charleston Group, LLC, and that for and on behalf of said Limited Liability Corporation, who being duly authorized stated that they signed and delivered the above and foregoing instrument on the day and year therein stated as their act and deed.

Signed sealed and delivered this 3rd day of February, 2012

THE CHARLESTON GROUP, LLC,
a Mississippi Limited Liability Corporation

in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires
August 25, 2014

By: [Signature]
James R. Seay
Member

