

---

Declaration of Covenants, Conditions and Restrictions

for

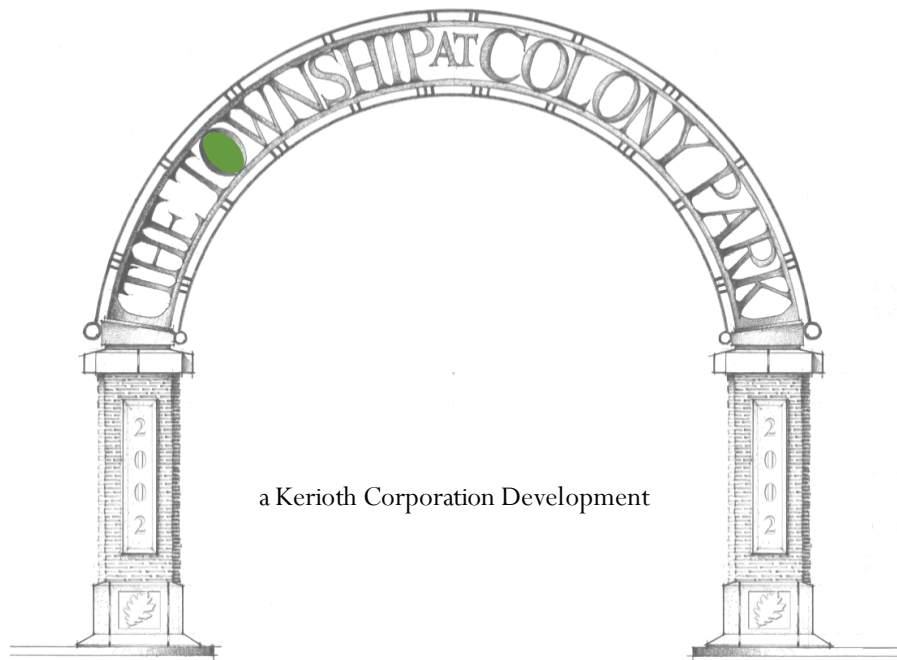
THE TOWNSHIP AT COLONY PARK  
Traditional Neighborhood Development (TND)

Dated October 17th, 2003

Filed with the Madison County Chancery Clerk November 6, 2003

Revised by First Amendment filed with Madison County Chancery Clerk May 6, 2004

Revised by Second Amendment filed with Madison County Chancery Clerk December 28, 2006



**TABLE OF CONTENTS**  
**THE TOWNSHIP AT COLONY PARK**  
**TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND)**

ARTICLE I.	
<u>DEFINITIONS</u> .....	2
1.01. Definitions .....	2
ARTICLE II.	
<u>PROPERTY SUBJECT TO DECLARATION</u> .....	5
2.01. The Property .....	5
2.02. Common Areas and Common Facilities .....	5
2.03. Annexation of Additional Property .....	5
ARTICLE III.	
<u>ASSOCIATION MEMBERSHIP AND VOTING RIGHTS</u> .....	6
3.01. Membership .....	6
3.02. Action by Members .....	6
3.03. Members* Voting Rights .....	6
3.04. Membership Appurtenant to Real Property .....	6
3.05. Voting Conflict Between Members .....	6
3.06. Termination and Restatement of Class B. Member .....	7
3.07. Other Voting Provisions .....	7
3.08. Condominium Unit(s) .....	7
ARTICLE IV	
BOARD OF DIRECTORS AND OFFICERS	
<u>OF THE ASSOCIATION AND MANAGEMENT AGENT</u> .....	7
4.01. Board of Directors .....	7
4.02. Officers .....	8
4.03 Management Agent .....	8
ARTICLE V.	
<u>ASSESSMENTS</u> .....	8
5.01. Covenants For Assessments .....	8
5.02. Maintenance Assessments .....	8
5.03. Annual Maintenance Assessment .....	9
5.04. Special Assessments .....	9
5.05. Building, Dwelling and Lawn Maintenance .....	11
5.06. Assessments Are Not Dues .....	11
5.07. Costs and Expenses of Certain Damage .....	11
5.08. Meetings to Approve Assessments .....	11
5.09. Uniform Rate for Assessments .....	11
5.10. Commencement of Annual Maintenance Assessment. ....	11
5.11. Assessment of Declarant .....	12

5.12. Exempt Property . . . . .	12
5.13. Equitable Adjustments . . . . .	12
ARTICLE VI.	
<u>ENFORCEMENT OF ASSESSMENTS</u> . . . . .	13
6.01. Lien of Assessments . . . . .	13
6.02. Assessment Certificate . . . . .	13
6.03. Amount of Lien . . . . .	13
6.04. Priority of Lien . . . . .	14
6.05. Subordination to Mortgages . . . . .	14
6.06. Additional Default . . . . .	15
ARTICLE VII.	
<u>INSURANCE</u> . . . . .	15
7.01. Association*s Insurance . . . . .	15
7.02. Owner*s Insurance . . . . .	15
ARTICLE VIII.	
<u>AD VALOREM TAXES</u> . . . . .	16
8.01. Owners . . . . .	16
8.02. Association . . . . .	16
ARTICLE IX.	
<u>PROPERTY RIGHTS</u> . . . . .	16
9.01. Member*s Easements of Enjoyment . . . . .	16
9.02. Delegation of Use. . . . .	18
ARTICLE X.	
<u>ARCHITECTURAL CONTROL</u> . . . . .	18
10.01. Establishment of the Architectural Review Committee . . . . .	18
10.02. Architectural Review Committee . . . . .	18
10.03. General Requirements . . . . .	18
10.04. Review Process . . . . .	21
10.05. Disclaimer . . . . .	22
10.06. Rules and Regulations . . . . .	22
10.07. Limitations . . . . .	23
ARTICLE XI.	
<u>EASEMENTS</u> . . . . .	23
11.01. Utility Easements . . . . .	23
11.02. Maintenance and Support Easements . . . . .	24
11.03. Ingress and Egress by the Association . . . . .	24
11.04. Mutual Drive or Driveway and Mutual Walkway Easements . . . . .	24
11.05. Easements to Run with Land . . . . .	25
11.06. Damage from Ingress and Egress . . . . .	25

ARTICLE XII.

<u>USE AND OTHER RESTRICTIONS AND REQUIREMENTS</u>	26
12.01. Use of Lots and Dwellings.	26
12.02. Sales and Construction Activities	26
12.03. Trespass	26
12.04. Easement Interference	26
12.05. Reconstruction after Fire or Other Casualty Loss	27
12.06. Signs and Other Attachments.	27
12.07. Lot Division and Addition	27
12.08. Sewage and Water Services	27
12.09. Pets	27
12.10. Vehicle Use and Storage	28
12.11. Exterior Appearance	28
12.12. Unsightly Conditions and Nuisances	29

ARTICLE XIII

<u>EXTERIOR MAINTENANCE</u>	29
13.01. Responsibility of Owner	29
13.02. Failure of Owner to Perform	30
13.03. Mechanics Lien	30
13.04. Responsibility of Association	30

ARTICLE XIV

<u>ENFORCEMENT OF DECLARATION</u>	30
14.01. Compliance	30
14.02. Enforcement	31

ARTICLE XV.

<u>GENERAL PROVISIONS</u>	31
15.01. Duration	31
15.02. Amendments.	32
15.03. Interpretation	32
15.04. Severability	32
15.05. Headings	32
15.06. Notices to Owner	32
15.07. Successors of Declarant	32
15.08. Incorporation by Reference on Resale	32
15.09. No Dedication to Public Use	32
15.10. Notice to and Rights of Eligible Mortgage Holders	32
15.11. Captions and Gender	33
15.12. Exhibits	33

ARTICLE XVI.

<u>DECLARANT'S RIGHTS AND RESERVATIONS</u>	33
16.01. Declarant's Rights and Reservations	33

EXHIBIT "A" - THE PROPERTY

EXHIBIT "B" - ADDITIONAL PROPERTY  
EXHIBIT "C" - PLAT OF PROPERTY

**STATE OF MISSISSIPPI  
COUNTY OF MADISON**

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
THE TOWNSHIP AT COLONY PARK  
TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND)**

This Declaration of Covenants, Conditions and Restrictions for The Township at Colony Park Traditional Neighborhood Development (TND) ("Declaration") is made on this the 12th day of March 2002, by The Township Land Company, LLC, a Mississippi limited liability company ("Declarant").

The Declarant desires to create and develop on the property as described in *Exhibit A* attached hereto ("the Property"), a residential new urbanist traditional neighborhood development on the Property known as The Township at Colony Park Traditional Neighborhood Development (TND) ("The Township at Colony Park (TND)") which shall have designated common areas ("Common Areas") and common facilities ("Common Facilities") for the benefit of The Township at Colony Park (TND). The Declarant desires to provide for the preservation of the values and amenities in, and the enhancement of The Township at Colony Park (TND) and for the designation, administration and maintenance of the Common Areas and Common Facilities. Therefore, the Declarant desires to subject the Property described in *Exhibit A* hereto, including any and all improvements now or hereafter constructed on the Property, to the covenants, conditions, restrictions, uses, limitations, obligations, easements, servitudes, charges, assessments and liens contained in this Declaration which individually and collectively are for the benefit of the Property, each Owner and the Declarant.

The Declarant is also creating and developing on property subject to the TND Ordinance and located near the Property a commercial and residential traditional neighborhood development known as The Township at Colony Park Central Business District (CBD) ("The Township at Colony Park (CBD)") and the Declarant is filing a Declaration of Covenants, Conditions and Restrictions for The Township at Colony Park Central Business District (CBD) dated March 12, 2002 (the "CBD Declaration") which, as and when filed and as amended from time to time, is made a part hereof by reference. The Owners of Lots hereunder will have certain rights and benefits to certain CBD Common Areas and CBD Common Facilities, as and when designated under the CBD Declaration.

The Declarant desires the efficient preservation of the values and amenities in, and the enhancement of The Township at Colony Park (TND); therefore, the Declarant has created and organized The Township at Colony Park Traditional Neighborhood Development Association, Inc., a Mississippi nonprofit corporation ("Association"), and has delegated and assigned certain powers and duties created by and in

this Declaration to the Association for the administration and maintenance of the Common Areas and Common Facilities, the administration and enforcement of the provisions of this Declaration, and the determination, collection and disbursement of annual maintenance assessments, special assessments and other charges (collectively “Assessments”).

Now, therefore, the Declarant declares that the Property is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered, and improved subject to the provisions of this Declaration which (i) are agreed and declared to be beneficial for and in aid of the development of The Township at Colony Park (TND) and the improvements of the Property, (ii) shall be deemed to run with and bind the Property, and (iii) shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and each Person who has or acquires any interest in any portion of the Property or the improvements on the Property, including the Association, any Owner and any Person who holds such interest solely as security for the performance of an obligation or the payment of a debt.

## **ARTICLE I.**

### **DEFINITIONS**

Section 1.01. Definitions. For all purposes of this Declaration, the following words and terms shall have the meanings assigned in this Section 1.01 unless otherwise specified or the context requires a different construction.

“Additional Property” shall mean the property described in *Exhibit B* attached hereto.

“Architectural Guidelines” shall mean the Architectural Guidelines which may from time to time be adopted as amended by the Declarant, the Board of Directors, or the Architectural Review Committee, as a part of these covenants to serve as a reference tool and decision-making guide for the proper development and construction of all Dwellings or other improvements on Lots and property in The Township at Colony Park (TND). No such guideline, statement, criteria or the like shall be construed as a waiver of the provisions of any other provision or requirement of this Declaration.

“Architectural Review Committee” shall mean and refer to the committee appointed by the Declarant and thereafter the Board of Directors as provided herein and, if not, appointed then the Declarant, to approve exterior and structural improvements, additions, changes and Permitted Purpose uses and other matters within the development as provided herein.

“Articles” means the Articles of Incorporation of the Association, as amended from time to time.

“Assessment” shall mean the share allocated to a Lot and thereby the Owners of such Lot of all Assessments levied by the Association pursuant to the provisions of Article V hereof and any and

all expenses, costs, charges and other amounts incurred with respect to either such Lot or the satisfaction, discharge or compliance with any obligations or duties of the Owners of any Lot as specified in this Declaration.

“Association” shall mean The Township at Colony Park Traditional Neighborhood Association, Inc., a Mississippi not for profit corporation, and its successors and assigns.

“Board of Directors” shall mean the Board of Directors of the Association.

“Bylaws” shall mean the bylaws of the Association as amended from time to time.

“CBD Common Areas” shall mean all real property and lakes designated as Common Areas, as defined in the CBD Declaration on property located within The Township at Colony Park (CBD).

“CBD Common Facilities” shall mean all the improvements constructed on any portion of the Common Areas as defined in the CBD Declaration, located on the property within The Township at Colony Park (CBD).

“Common Areas” shall mean all real property and lakes designated as Common Areas (including the CBD Common Areas) owned by or otherwise made available to the Association for the common use, benefit and enjoyment of the Members and as depicted on *Exhibit C* attached hereto.

“Common Expense” shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations or reserves.

“Common Facilities” shall mean all the improvements constructed on any portion of the Common Areas (including improvements on the CBD Common Areas) within the boundaries of any dedicated public streets or areas such as shared parking areas, medians in boulevards, gates, signs and landscaping, for the common use, benefit and enjoyment of the Members.

“Declarant” shall mean The Township Land Company, LLC, a Mississippi limited liability company.

“Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions for The Township at Colony Park Traditional Neighborhood Development (TND) as supplemented from time to time.

“Developer” means the Declarant and each Person (other than the Association) who is a successor in title to or acquires a fee simple interest from the Declarant with respect to any Lot, except the Association, and with the Declarant’s permission is engaged in the business of the development, improvement and sale of any Lot, including the construction and sale of a building or Dwelling and related improvements or appurtenances on any Lot.



“Dwelling” shall mean a building, dwelling, condominium unit or other similar improvement which may be designed and used for a Permitted Purpose.

“Eligible Mortgage Holder” shall mean those holders of a Mortgage on a Lot who have requested, in writing, the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders or of any Assessment or installment thereof, which shall become and remain delinquent for a period in excess of sixty (60) days.

“Invitees” shall mean an Owner\*s tenants, guests, patrons, customers, servants, agents, employees or other guests or invitees.

“Lot” shall mean each parcel, plot or tract of land or any condominium unit(s) thereon constituting a portion of the Property which is intended to be improved with a Dwelling for Permitted Purposes, but does not include the Common Areas or Common Facilities.

“Management Agent” means the Person, if any, employed or retained by the Board of Directors for the purpose of conducting and managing the daily operations of the Association.

“Member” shall mean each Person who holds or has any class of membership in the Association as provided by Article III.

“Mortgage” shall mean a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against a Lot.

“Mortgagee” shall mean any Person who owns, holds or is the beneficiary of a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against any Lot, including, but not limited, to (i) a bank, (ii) a savings and loan association, (iii) a trust company, (iv) an insurance company, (v) a mortgage company, (vi) a trust, (vii) a mortgage insurance company, (viii) a mutual savings bank, (ix) a real estate investment trust, (x) a credit union, (xi) a pension fund, (xii) a recognized institutional type lender or loan correspondent, (xiv) county or municipal government, (xv) a corporation, or (xvi) an individual.

“Owner” shall mean the record holder, whether one or more Persons, of a fee or undivided fee interest in or to any Lot (including any condominium unit(s) which are part of a Lot), including contract sellers, but excluding (i) those Persons who hold an interest in a Lot merely as security for the performance of an obligation or payment of a debt, (ii) a Person who has an interest in the Lot as a contract purchaser and (iii) a Person who has a leasehold interest in a Lot.

“Permitted Purposes” shall mean residential, civic and other uses of all types as allowed on the Property under the TND Ordinance and as approved by the Declarant or the Architectural Review

Committee and such other uses as permitted by the Declarant or the Architectural Review Committee, in their sole discretion.

“Person” shall mean an individual, a corporation, a general or limited partnership, a limited liability company, an association, a trust, an estate or any other legal entity.

“Plans” shall mean the plans and specifications required under Article X hereof as prepared by duly licensed professionals and shall include, but not be limited to, detailed construction plans and specifications for Dwellings and other improvements, site plans, drainage plans and a landscape plan.

“Plat” shall mean the subdivision map(s) or plat(s) of the Property which has been or shall be filed for record in the office of the Chancery Clerk of Madison County, Mississippi.

“Property” shall mean all real property situated in Madison County, Mississippi, which is described in *Exhibit A*, and all additions thereto which by annexation in accordance with the terms and provisions of this Declaration are subject to the covenants and restrictions of this Declaration.

“Supplement” means any amendment, modification, change or restatement of or to this Declaration.

“TND Ordinance” means The Township at Colony Park Traditional Neighborhood Development Overlay District Ordinance as adopted by the City of Ridgeland, Mississippi, as of August 7, 2001, as may be amended from time to time.

## **ARTICLE II.**

### **PROPERTY SUBJECT TO DECLARATION**

Section 2.01. The Property. The real property which is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered, and improved subject to this Declaration is the Property which is located in Madison County, Mississippi, and is more particularly described in *Exhibit A* and such portions of the Additional Property which may be annexed to the Property from time to time as provided by Section 2.03 hereof.

Section 2.02. Common Areas and Common Facilities. The designation of any portion of the Property as a Common Area or Common Facility shall not mean that the public at large acquires any easement of benefit and enjoyment in or to the Common Areas or Common Facilities.

Section 2.03. Annexation of Additional Property. At any one or more times prior to December 31, 2012, and without the assent of the Class A Members, the Declarant or any other person with the written assent of the Declarant, shall have the right, privilege or option to annex to the Property any part of or all

of the Additional Property. Any such annexation shall have the effect of making the annexed property part of the Property and extending the scheme of the within covenants and restrictions to such annexed property. However, no such annexation shall occur until same has been accomplished in the manner herein prescribed.

### **ARTICLE III.**

#### **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

Section 3.01. Membership. The Members of the Association shall be and consist of every Person who is or who becomes, an Owner of record of the fee title to a Lot (which shall include condominium unit(s) within a Lot) and is included in the definition of an Owner under Article I. When more than one Person owns or holds an interest or interests in a Lot, then all such Persons shall be Members.

Section 3.02. Action by Members. The Association shall have two classes of voting Members. Class A Members shall consist of all Members, except the Declarant. The Class B Member(s) shall be the Declarant. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of each class of Members, then such provision shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Members. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the combined voting power of all Members.

Section 3.03. Members\* Voting Rights. Except as otherwise specifically provided in the Articles or the Bylaws, the voting rights of the Members shall be as follows:

(a) Whenever a vote of the Class A Members is required or permitted under this Declaration, the aggregate voting power of all Class A Members shall be equal to the aggregate number of Lots owned by all Class A Members. Class A Members shall be entitled to cast one vote for each Lot owned by such Class A Members. When more than one Member owns or otherwise holds an interest or interests in a Lot, then the one vote cast for such Lot shall be exercised as such Members shall determine, but in no event shall more than one vote be cast with respect to any Lot except for condominium unit(s) as provided in Section 3.08 hereof. The vote for each Lot may not be divided or fractioned.

(b) Until such time as the Declarant executes, delivers and files of record a relinquishment of its voting rights as a Class B Member hereunder, the Class B Members shall be the Declarant who shall be entitled to two votes for each one vote of a Class A Member.

Section 3.04. Membership Appurtenant to Real Property. The membership of both the Class A Members and the Class B Member shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any

manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

Section 3.05. Voting Conflict Between Members. If the fee title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such fee title to the Lot shall object prior to the completion of voting upon the particular matter under consideration. In the event of any such objection, the one vote appurtenant to such Lot shall not be counted.

Section 3.06. Termination and Reinstatement of Class B Members. If on any one or more occasions all Class B memberships should terminate or the Class B Member should relinquish its rights hereunder, and if after any such termination or relinquishment, the Declarant, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Declarant as a Class B Member shall be fully reinstated with a full vesting of all rights previously relinquished, and following each such occasion, the Declarant, or the nominee or nominees, if any, of the Declarant, shall continue to be Class B Members with all rights vested herein until such time as the Declarant thereafter relinquishes such rights. Following each such reinstatement of the Class B memberships, for so long thereafter as the Class B memberships shall continue to exist, the Declarant, and their nominee or nominees, if any, shall have all rights and powers of Class B membership, as herein provided.

Section 3.07. Other Voting Provisions. The Articles and/or the Bylaws contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including, but not limited to, the election of individuals to the Board of Directors.

Section 3.08 Condominium Unit(s). In the event a Dwelling or other improvement constituting a condominium unit(s) is constructed on a Lot, then upon conveyance of the condominium unit(s), each Owner of the condominium unit shall be entitled to one vote appurtenant to such condominium unit; provided, however, in such instance there shall not be a vote appurtenant to the common areas which are a part of such condominium unit(s). In no event shall the total number of votes appurtenant to a Lot upon which condominium units are located exceed the number of condominium units on such Lot. Further, in the event an Owner of a condominium unit on a Lot owns more than one such condominium unit on the same Lot, then such Owner shall be entitled to only one vote for all condominium units owned by such Owner on the Lot.

## **ARTICLE IV.**

### **BOARD OF DIRECTORS AND OFFICERS OF THE ASSOCIATION AND MANAGEMENT AGENT**

Section 4.01. Board of Directors. The Association and the affairs of the Association shall be managed and controlled by the Board of Directors which shall have all the power, authority and duty necessary or appropriate for such management and control. Until the first meeting of the Members called by the Board of Directors for the purpose of electing Directors, the Board of Directors shall consist of Clinton G. Herring, Jr. and/or other persons appointed by him. At such meeting and continuing each year thereafter, the Board of Directors shall consist of the individuals elected as determined by the Bylaws. Directors are not required to be Members and shall be appointed by the Declarant or elected by the Members in the manner prescribed in the Bylaws.

Section 4.02. Officers. The Association shall have such officers as are prescribed by the Bylaws. The officers shall conduct affairs of the Association and implement the policies and decisions of the Board of Directors.

Section 4.03 Management Agent. The Board of Directors may retain or employ a Management Agent at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall direct and authorize.

## **ARTICLE V.**

### **ASSESSMENTS**

Section 5.01. Covenants For Assessments. Each Owner by acceptance of a deed or other conveyance document for such Lot (including a condominium unit within a Lot), whether or not expressed in any such deed or other conveyance document shall be deemed to covenant and agree to pay to the Association any maintenance Assessment or special Assessments which shall be levied by the Association. Each such Assessment shall be a charge on the land, and shall be a continuing lien upon each Lot and the personal obligation of the Person who is the Owner of such Lot at the time the Assessment became due. No Class A Member may become exempt from or otherwise avoid liability for the payment of any Assessment by the abandonment of any Lot or by the abandonment or release of the Member's rights to use, benefit and enjoy the Common Area and/or Common Facilities. The Association acting by and through its Board of Directors shall have the right to levy all Assessments described in this Article V.

Section 5.02. Maintenance Assessments. Except as permitted by Section 5.07, any maintenance Assessments levied by the Association shall be used (i) to promote the health, safety and welfare of the Owners of the Property, including the improvement, maintenance, care, repair and landscaping of the Common Areas and/or Common Facilities and the maintenance, care and landscaping of Lots and adjoining property as herein provided and (ii) to pay the cost of labor, the purchase or rental of equipment and materials used or required for, and the management, care and supervision of the Common Areas and/or Common Facilities and Lots and adjoining property as herein provided. The purposes for which the maintenance Assessments may be levied include, but are not limited to, the following purposes:

- (a) The amount of all operating expenses of or for the Common Areas and/or Common Facilities and the services furnished or provided to or in connection with the Common Areas and/or Common Facilities, including charges for any services furnished, provided or contracted by the Association.
- (b) The costs of appropriate or necessary management and administration of the Common Areas and/or Common Facilities, including fees or other compensation paid to a Management Agent and other professionals.
- (c) The amount of all taxes and assessments levied against the Common Areas and Common Facilities.
- (d) The costs of hazard and extended coverage and liability insurance on the Common Areas and/or Common Facilities and the Association's other assets and the costs of such other insurance with respect to the Common Areas and/or Common Facilities and the Association's other assets and affairs as the Board of Directors considers appropriate.
- (e) The costs of garbage and trash collection to the extent provided by the Association, and of utilities and other services which may be provided by or for the Association for or to the Common Areas, Common Facilities and/or the Lots.
- (f) The costs to maintain, replace, repair and landscape the Common Areas and/or Common Facilities, including but not limited to, lakes, lake spillways and drainage structures, fountains, lighting, open or green spaces, plazas, parking areas, sidewalks, fences, private drives, pools, clubhouses, tennis courts and recreational equipment and facilities, paving, fish and wildlife, trees and landscaping, signage, utility lines, utility facilities and expenses together with the costs of such other equipment and expenses as the Board of Directors shall determine to be necessary or appropriate in connection with such maintenance, replacement, repair, landscaping or enhancement of The Township at Colony Park (TND).
- (g) The costs to fund all reserves established by the Association, including any appropriate general operating reserve and/or reserve for replacement of assets or improvements.

Additionally, the maintenance Assessments may include the above designated costs and expenses for any property adjoining the Property, Common Areas and/or Common Facilities if the Association and/or the Board of Directors determines such maintenance to be in the best interest of The Township at Colony Park (TND) but shall not include the costs and expenses of the CBD Common Areas or CBD Common Facilities.

Section 5.03. Annual Maintenance Assessment. Prior to the first day of January in each year the Board of Directors shall adopt a budget estimated by the Board of Directors to be sufficient to meet the cost and expenses described in Section 5.02 hereof and shall fix and levy the Annual Maintenance Assessment at an amount sufficient to meet the budget adopted by the Board of Directors.

Section 5.04. Special Assessments. In addition to the maintenance Assessments authorized in Section 5.01, the Association acting by and through its Board of Directors may levy special Assessments against Lots (including condominium unit(s) within a Lot) for reimbursement of repairs, corrections or other actions performed by the Association pursuant to this Declaration or the Bylaws together with interest and other reasonable charges thereon resulting from the following circumstances:

- (a) Insurance Proceeds Insufficient. If the proceeds of insurance obtained by the Lot Owner is not sufficient to reconstruct Dwellings or other improvements located on a Lot or otherwise effect any repair or restoration of any damage or destruction to all or any portion of the Property, then the Owner(s) of the Lot(s) on which improvements have been damaged may be assessed as a special Assessment the cost of such repair or restoration. Said special Assessment shall be made by written notification from the Board of Directors to the Owner of the Lot against whom made and shall be payable in full to the Association, as Trustee, within sixty (60) days following such notice or as otherwise may be specified in said notice.
- (b) Owners Failure to Maintain Improvements. If any Owner fails to maintain or repair the exterior of the improvements constructed on their Lot or their lawn or landscaping in accordance with this Declaration, and the Board of Directors causes such maintenance or repair to be performed in accordance with the provisions of this Declaration, all costs and expenses incurred in connection with such work, maintenance or repairs shall be immediately assessed and charged solely to and against such Lot as a special Assessment. Said special Assessment shall be made by written notification by the Board of Directors to the Lot Owner and shall be payable in full to the Association within ten (10) days following such notice.
- (c) Damaged Common Areas or Common Facilities. If any damage or destruction to any portion of the Common Area or Common Facilities is caused by any negligent act or omission of any Owner or their Invitee, the Board of Directors may cause the same to be repaired or replaced, and all costs and expenses incurred in connection therewith (to the extent not covered or reduced by insurance proceeds paid to or received by the Association) shall be assessed and charged solely to and against said Owner and their Lot as a special Assessment. If any damage or destruction of any portion of the Common Area or Common Facilities is caused by any gross negligence or malicious act or omission of any Owner or their Invitee, the Board of Directors may cause the same to be repaired and/or replaced, and all costs and expenses incurred in connection therewith shall be assessed and charged solely to and against the Owner and their Lot as a special Assessment. Said special Assessment shall be made by written notification from the Board to the Owner and shall be payable in full to the Association within ten (10) days following such notice.

(d) Owners' Actions. The Association may levy a special Assessment against any Lot and the Owner(s) of any Lot(s) for reimbursement (i) of or for repairs occasioned by the willful or negligent acts of the Owners of such Lot or their Invitees, or (ii) of or for any and all costs, expenses and expenditures made or incurred by the Association with respect to any such Lot, including work or activities performed on such Lot, including, but not limited to the discharge or satisfaction of any obligation or duty imposed on such Owners under this Declaration.

(e) Extraordinary Assessments. In any fiscal year the Association may levy a special Extraordinary Assessment applicable only to that fiscal year for (i) the purpose of paying all or a portion of the costs of any construction, reconstruction, replacement or inordinate repair or maintenance of improvements on the Common Areas and/or Common Facilities, including the fixtures and personal property on or related to the Common Areas and/or Common Facilities, or (ii) such other purposes as the Board of Directors may consider to be appropriate.

Section 5.05. Building, Dwelling and Lawn Maintenance. Generally, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of any Dwelling, its appurtenances or any other structure or improvement unless otherwise provided herein (other than Common Areas and Common Facilities). The Association shall have the responsibility and duty only for the maintenance, repair and care of the Common Areas and Common Facilities.

Section 5.06. Assessments Are Not Dues. No portion of the annual maintenance Assessments and special Assessments provided in or permitted by this Article V are intended to be, or shall be construed to be, dues for membership in the Association.

Section 5.07. Costs and Expenses of Certain Maintenance or Damage. Whether or not specifically provided in this Declaration, if the Board of Directors determine that any Owner (i) has failed or refused to properly satisfy or discharge any maintenance, repair, care, upkeep, replacement or any other obligations or duties for which the Owner is responsible under this Declaration, or (ii) is responsible for damage to Common Areas or Common Facilities or other areas of common responsibility which are not covered by insurance, then, if deemed to be necessary or appropriate by the Board of Directors, the Association may provide such maintenance, repair, care, upkeep or replacement or satisfy or discharge any such other obligations or duties, which shall be at the Owner's sole cost and expense. Such costs and expenses shall be increased by all amounts described in Section 6.03. All such amounts shall be considered to be a special Assessment under Section 5.04 against the Lot, and the Owners of such Lot shall be personally responsible and liable for the payment of all such amounts immediately upon notice from the Association, and all such amounts shall become a lien against such Lot which shall be enforceable by the Association.

Section 5.08. Meetings to Approve Assessments. If the consent or approval of any class of the Members is required for any action under this Article V, then the Board of Directors shall call a meeting of the Members pursuant to the Bylaws for the purpose of considering the consent or approval for such action. All Assessments requiring the consent or approval of the Members must be approved by a vote of two-thirds (2/3) of the combined voting power of the Members.



Section 5.09. Uniform Rate for Assessments. All Assessments shall be levied at a uniform rate for each Lot (including any condominium unit(s) which are part of a Lot) to which Class A membership is appurtenant, except Special Assessments under Section 5.04(a) through (e). The Board of Directors may change or modify the pro rata obligations of any Lot or the Owners of such Lot for the purposes of levying Assessments, except special Assessments under Section 5.04(a) through (e), only if approved by at least two-thirds (2/3) of the combined voting power of the Members.

Section 5.10. Commencement of Annual Maintenance Assessment. The annual Assessment provided for herein shall commence as to all Lots, except Lots owned by the Declarant, on the first day of the month following the conveyance by the Declarant of any Lot to an Owner. Assessments on Lots owned by the Declarant shall commence as provided in Section 5.11 hereof. The first annual Assessment shall be prorated according to the number of months remaining in the calendar year. Payment of such Assessments will be made in advance in monthly, quarterly, semi-annually or annual installments with the due dates being established by the Board of Directors.

Section 5.11. Assessment of Declarant. Unless required as a matter of law or as otherwise set forth in this Article, Declarant shall not, at any time, be subject to the annual maintenance Assessment; however, the Declarant hereby agrees that until such time as Declarant ceases to be a Class B Member, Declarant will pay to the Association any deficit amounts not covered by the income of the Association which are reasonably necessary to maintain the Common Area and Common Facilities and the Lots in a neat, attractive condition. In determining whether such a deficit exists, non-cash expenses, such as depreciation, shall not be taken into consideration. Any such deficit amount required to be paid by Declarant shall be treated as an Assessment and subject to the provisions of Article VI; provided however, any lien for such an Assessment shall apply only to those Lots owned by the Declarant which are subject to this Declaration and the amount thereof shall be divided equally among all such Lots; and, provided further, that in no event shall the Declarant be required to pay any amounts, specifically including any deficit amount, which would exceed an amount equal to the annual maintenance Assessments which are assessed to a Lot owned by a Class A Member multiplied times the number of Lots owned by the Declarant and subject to the Declaration at the time Declarant becomes responsible for payment, or the time the deficit is incurred (for purposes of this proviso, "the time the deficit is incurred" means the time in which the expense creating such deficit becomes a binding obligation upon the Association). In addition, and 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 reasonably determined by the Declarant.

Section 5.12. Exempt Property. No Assessments of any kind or nature shall be levied by the Association against (i) any portion of the streets and other real property and improvements dedicated and accepted by or granted to the local public authority and devoted to public use, (ii) all areas unplatted or reserved for future development by this Declaration or the Plat of the Property, (iii) the Common Areas or Common Facilities.

Section 5.13. Equitable Adjustments. If a Supplement is filed for record which annexes additional property to the Property and specifies that a greater or lesser level of use, benefit or enjoyment of the Common Area, Common Facilities or of services shall be available or provided by the Association with respect to any portion of the annexed additional property, then the supplement may provide a different method or basis for the establishment, determination and calculation of the annual maintenance Assessments or special Assessments under this Article V with respect to such annexed additional property. In such event, the Association shall have the authority and the duty to make equitable adjustments in and to the procedures described in this Article V for the establishment, determination and calculation of the annual maintenance Assessments and special Assessments to reflect any such different level of use, benefit and enjoyment of the Common Area, Common Facilities or services available or provided by the Association.

## **ARTICLE VI.**

### **ENFORCEMENT OF ASSESSMENTS**

Section 6.01. Lien of Assessments. Each Assessment with respect to or against a Lot plus such additional amounts as are specified in Section 6.03 shall be (i) a charge on the land, (ii) a continuing lien upon and against the Lot, (iii) binding upon such Lot, and (iv) the continuing joint and several personal obligation and liability of each Person who was an Owner of such Lot when any portion of the Assessment became due and payable, their heirs, devisees, personal representatives, successors and assigns, which shall not be extinguished or diminished by any transfer or conveyance of any Lot.

The personal obligation of each Member to pay all Assessments levied against their Lot shall continue for the full statutory period permitted by law, and a suit to recover a monetary judgment for the non-payment of all or any portion of any Assessment, including any installment, may be commenced and maintained by the Association without the foreclosure or waiver of any lien created under this Declaration to secure the payment of the Assessment. Any judgment may include all amounts specified in Section 6.03. The Association may commence and maintain an action at law or in equity against any Member personally obligated or liable to pay any Assessment and/or may foreclose the lien against any Lot in the manner now or hereafter provided in the State of Mississippi for foreclosure of mortgages and other liens on real property containing a power of sale provision. Any such foreclosure by the Association shall be subject to the substantive and procedural requirements prescribed by the laws of the State of Mississippi applicable to the foreclosure of mortgages and other liens on real property containing the power of sale provision.

The Association shall have the right to reject partial payments of an Assessment and to demand the full payment of such Assessment. The lien for unpaid Assessments shall be unaffected by any sale or other transfer or conveyance of the Lot subject to the Assessments, and the lien shall continue in full force and effect. No Member may waive or otherwise avoid or escape personal liability for payment of any Assessment by abandonment of their Lot or by abandonment or release of the Member\*s rights to the use, benefit and enjoyment of the Common Areas and Common Facilities.

Section 6.02. Assessment Certificate. Upon seven business days notice, the Board of Directors shall furnish a certificate signed by an Association officer or director to any Member liable for the payment of any Assessment or to any other Person having legitimate interest in the payment of such Assessment stating whether or not the Assessment has been paid. The certificate shall be conclusive evidence of the payment of any Assessment stated to have been paid in the certificate. The Board of Directors may require the payment of a reasonable charge for the issuance of a certificate.

Section 6.03. Amount of Lien. Upon the default by any Owner of any Lot in the payment of any installment of an Assessment, the entire unpaid balance of all Assessments against the Lot and the Owners of the Lot shall immediately be and become due and payable, unless the Board of Directors shall otherwise direct. In addition to the amount of the unpaid annual maintenance Assessment and special Assessments, the following amount shall be considered to be special Assessments against the Lot and the Owners of such Lot and shall be subject to the lien of Assessments provided under Section 6.01:

- (a) All reasonable costs and expenses of collection incurred or paid by the Association, including attorneys\* fees, court costs and other costs and expenses relating to the collection or enforcement of the lien of Assessments.
- (b) Such late payment charges or fees as shall be established by the Board of Directors from time to time.
- (c) Such Association overhead charges as shall be established by the Board of Directors from time to time to reimburse or compensate the Association for overhead or indirect costs and expenses incurred to collect unpaid Assessments or to perform or satisfy any obligation or duty imposed upon such Owners under this Declaration.
- (d) Interest on or with respect to all amounts specified in this Section 6.03, including the unpaid balance of all Assessments, and such interest shall accrue from the due date until the payment of each such amount until paid in full at the maximum rate of interest permitted by law in the State of Mississippi on loans to the Owners from Persons similar to the Association.

Section 6.04. Priority of Lien. The lien to secure payment of an Assessment against a Lot shall have preference over any other liens, assessments, judgments or charges of whatever nature, except (i) general and special assessments for ad valorem property taxes on or against such Lot, (ii) the lien of any Mortgage on such Lot made in good faith and for value received and duly recorded prior to the Assessment creating the lien against the Lot, or duly recorded after receipt of a certificate under Section 6.02 stating that payment of the Assessment was current as of the date the Mortgage was filed for record.

Section 6.05. Subordination to Mortgages. As provided by Section 6.04, the lien against any Lot to secure payment of any Assessment shall be subordinate to the lien of any duly recorded prior Mortgage

on or against the Lot made in good faith and for value received and duly recorded prior to the Assessment, and shall not affect the rights of the holder of any Mortgage. However, the lien shall be subordinate only to Assessments which have become due and payable prior to the sale or other transfer of or conveyance of the Lot pursuant to a foreclosure of any such Mortgage, or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any such holder of a Mortgage who acquires possession of such Lot pursuant to a foreclosure or pursuant to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any purchaser or assignee at a foreclosure sale or any transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure, shall acquire the Lot free of any claims for unpaid Assessments levied against the Lot which accrued prior to the time such holder acquires possession of the Lot, or prior to foreclosure sale or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure, except for claims for a proportionate share of such unpaid Assessments resulting from a reallocation of such unpaid Assessments among the various Lots. However, such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not relieve the holder of the Mortgage in possession or the purchaser or assignee at foreclosure or the transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure, from any liability for payment of any Assessments thereafter becoming due, or from the lien created to secure the payment of such Assessments, and the lien for the payment of such Assessments thereafter becoming due and payable shall have the same effect and shall be enforced in the same manner as provided in this Article VI.

No amendment to this Section 6.05 shall adversely affect the rights of the holder of any Mortgage on any Lot filed for record prior to the amendment being filed for record of the holder or any indebtedness secured by such Mortgage, unless such holders execute, approve or consent to the amendment.

In its sole and absolute discretion, the Board of Directors may extend the provisions of this Section 6.05 to Mortgagees not otherwise entitled to the benefits of this Section 6.05.

Section 6.06. Additional Default. Any Mortgage encumbering a Lot shall provide that any default by the mortgagor in the payment of any Assessment or any installment of an Assessment shall be a default under the Mortgage. The failure to include such a provision in any Mortgage shall not affect the validity or priority of the Mortgage, and the protection extended by Section 6.04 and Section 6.05 to the holder of the Mortgage or the holder of the indebtedness secured by the Mortgage shall not be altered, modified or diminished by reason of or as result of such failure.

## **ARTICLE VII.**

### **INSURANCE**

Section 7.01. Association's Insurance. The Association shall apply for, obtain, pay the costs or premiums of and maintain insurance in such limits and forms and from such companies as the Board of Directors shall consider appropriate.

Section 7.02. Owner's Insurance.

(a) Each Owner shall insure their Dwelling and other improvements on their Lot, at all times, for full replacement value against losses due to hazards which may be insured or covered under extended coverage provisions, including fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, and smoke, and other hazards, and, if requested by the Declarant or the Association, shall furnish written proof of such coverage. In every case of a loss due to any of these hazards, each Owner, by accepting title to such Owner's Lot, does hereby covenant with the Declarant, the Association and all Owners of Lots, that such Owner shall promptly remove all remains of such Dwelling and other improvements and any rubbish and debris from the Lot, then with due diligence, repair or rebuild their Dwelling and other improvements from the insurance proceeds and if such proceeds are insufficient, from such Owner's personal funds. Repair or reconstruction of the improvements as used here shall mean restoring the improvements to substantially the same condition which existed prior to the damage and in accordance with the Architectural Guidelines and the Architectural Review Committee approval required herein.

(b) Each Owner shall be responsible at their own expense and cost for their own personal insurance on the contents of their Dwelling and other improvements, including decorations, furnishings and personal property in or on such Dwelling or the other improvements, and their personal property stored elsewhere on their Lot or the Property, and for their personal general liability insurance.

## **ARTICLE VIII.**

### **AD VALOREM TAXES**

Section 8.01. Owners. Each Owner shall be responsible for the payment of and shall promptly pay all ad valorem taxes and special assessments assessed on or against their Lot, Dwelling and other improvements on their Lot and personal property thereon.

Section 8.02. Association. The Association shall pay the ad valorem taxes and special Assessments assessed on or against the Common Areas, the Common Facilities and the Association's other assets and personal property.

## **ARTICLE IX.**

### **PROPERTY RIGHTS**

Section 9.01. Member\*s Easements of Enjoyment. Every Member is hereby granted and shall have a right and easement of enjoyment in and to the Common Areas and Common Facilities together with a right and easement of enjoyment in and to certain CBD Common Areas and CBD Common Facilities, all of which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, acting by and through its Board of Directors, to levy reasonable admission and other fees for the use of any Common Areas and Common Facilities by the Members and their families and Invitees. Any such fees shall be charged on a uniform basis for each Member. No admission or other fees shall be charged or levied for the use of any publicly dedicated streets.

(b) The right of the Association, acting by and through its Board of Directors, to suspend any Member\*s voting rights and any Member\*s rights to use the Common Areas and Common Facilities for any period during which any Assessment remains unpaid and for any period not exceeding 60 days for any infraction, breach or violation of rules and regulations of the Association. The rights of the Members to use the publicly dedicated streets may not be suspended by the Association for any reason whatsoever.

(c) The right of the Association, acting by and through its Board of Directors, to dedicate or transfer all or any part of the Common Areas and Common Facilities to any governmental agency or authority or any utility for such purposes and subject to such conditions as may be determined by the Association. No such dedication or transfer shall be effective unless Members representing at least two-thirds (2/3) of the combined voting power of the Members approve or consent to such dedication, transfer, purpose and conditions, or an instrument agreeing or consenting to such dedication or transfer executed by Members representing at least two-thirds (2/3) of the combined voting power of the Members has been filed for record.

(d) In accordance with the Articles and the Bylaws, the right of the Association to borrow money to repair, maintain or improve all or any portion of the Common Areas and Common Facilities in a manner designed to promote the enjoyment and welfare of the Members, and in connection with any such loan to subject all or any portion of the Common Areas and Common Facilities to the liens of deeds of trust or other security interests. The Association shall not borrow money or subject all or any portion of the Common Areas or Common Facilities to the lien of a deed of trust or other security interest unless approved by Members representing at least two-thirds (2/3) of the combined voting power of the Members.

(e) The right of the Association and/or its Board of Directors to take any action permitted by this Declaration as is reasonably appropriate or necessary to prevent a default of any of the Association\*s obligations or to protect the assets of the Association against or from foreclosure or enforcement of a security interest by a creditor.

- (f) The right of the Association and/or its Board of Directors to adopt reasonable rules and regulations with respect to the use of the Common Areas and Common Facilities.
- (g) The right of the Declarant to dedicate or grant the streets, roads, parking areas, sidewalks, easements and/or rights-of-way as shown and designated on the Plat to any governmental authority having jurisdiction over the Property.
- (h) The right of the Declarant or the Association to grant licenses, rights of way, and easements for access or for the construction, reconstruction, maintenance and repair of any public or private utility lines or appurtenances to any governmental agency or authority or any utility, the Declarant or any other person, provided that no such license, right of way or easement shall be unreasonably and permanently inconsistent with the rights of the Members to the use, benefit and enjoyment of the Common Area and Common Facilities.
- (i) The right of the Association to sell, transfer or convey any part of the Common Area or Common Facilities which it determines to be beneficial to the Members, upon the consent of two-thirds (2/3) of the combined voting power of the Members, or upon the filing for record of an instrument agreeing or consenting to such sale, transfer or conveyance executed by Members representing at least two-thirds (2/3) of the combined voting power of the Members.
- (j) The right of the Declarant and the Board of Directors to alter the size, location, designation of, inclusion of or other specifics of any Common Areas and Common Facilities, including the right of the declarant and board of directors of The Township at Colony Park CBD under the CBD Declaration to alter the size, location, designation, inclusion of or other specifics of any CBD Common Areas and CBD Common Facilities.

Section 9.02. Delegation of Use. In accordance with the Bylaws and subject to such reasonable rules and regulations as the Board of Directors may adopt or promulgate and uniformly apply and enforce, any Member may delegate such Member's rights to the use, benefit and enjoyment of the Common Areas and Common Facilities to (i) the Owner of a Lot and family members who reside permanently with such Owner, (ii) lessees under leases or Owners of condominium unit(s) permitted under this Declaration, (iii) contract purchasers, and (iv) Invitees.

## **ARTICLE X.**

### **ARCHITECTURAL CONTROL**

Section 10.01. Establishment of the Architectural Review Committee. There is hereby established The Township at Colony Park (TND) Architectural Review Committee (referred to herein as "Architectural Review Committee"). The Architectural Review Committee shall be appointed by the Declarant until such time as the Declarant executes, delivers and files of record a relinquishment of its right to appoint the

Architectural Review Committee, and, thereafter, the Architectural Review Committee shall be appointed by the Board of Directors.

Section 10.02. Architectural Review Committee. The Architectural Review Committee shall consist of not less than three nor more than five individuals who shall be appointed or designated to serve from time to time and who may be but are not required to be Members. The members of the Architectural Review Committee shall serve at the pleasure of the Declarant or Board of Directors, as applicable, and may be removed at any time by the Declarant or Board of Directors, whichever appointed them, with or without cause. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required to make any finding, determination, ruling or order or to issue any permit, consent, approval or disapproval under this Declaration, including this Article X and the approval or disapproval of all or any portion of any Plans or Permitted Purposes on a Lot, or to recommend that the Board of Directors adopt any rule or regulation relating to the provisions of this Article X.

Section 10.03. General Requirements.

(a) Any Dwelling or other improvement constructed on any Lot must be built in accordance with the Architectural Guidelines and building criteria adopted by the Architectural Review Committee (as the same may be amended from time to time). Copies of such building Architectural Guidelines and criteria may be obtained from the Architectural Review Committee or the Declarant. All Plans and Permitted Purpose uses on a Lot must be approved by the Architectural Review Committee prior to construction as required by Section 10.03 (e) and Section 12.01 hereof. The Architectural Review Committee may establish within the Architectural Guidelines a preliminary review process of preliminary Plans as a convenience to Owners but any approval of such preliminary Plans shall not constitute an approval hereunder or a waiver of any of the requirements hereunder.

(b) Building Sizes and Locations.

(i) The living area of the Dwelling or condominium unit constructed on any Lot, shall be in conformance with the Architectural Guidelines and shall be not less than the minimum footage requirements under the Architectural Guidelines.

(ii) All Dwellings or other structures erected on any Lot shall conform to the Architectural Guidelines.

(iii) The Architectural Review Committee shall establish the location of and the size of all buildings to be constructed on all Lots in accordance with the Architectural Guidelines.

(iv) All Dwellings shall have a finish floor elevation at or above the 500 year flood plain.



(c) Tree Removal. No trees, of any kind may be removed without the written approval of the Architectural Review Committee. Approval for the removal of trees located within the main Dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the Property.

(d) Signage and Mailboxes. The design and placement of all signage and mailboxes must be approved in advance by the Architectural Review Committee.

(e) Prior Written Approval Required. Except for the purposes of proper maintenance and repair in accordance with the original Plans of the Dwelling or improvement as approved by the Architectural Review Committee, no improvement, including, but not limited to, buildings, fences, walls, drives, walks or other structures, and no exterior addition, change or alteration to any improvement, including any change or alteration of color, shall be commenced, erected, constructed, placed, altered, moved, maintained or permitted to remain on any portion of the Property, including any Lot, until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee. Any Developer or other builder, including any Owner or lessee of a Lot shall not construct additions, remodel, repair or alter existing improvements on any Lot until written approval has been granted by the Architectural Review Committee in accordance with the review process of this Article X. Architectural Guidelines and a review and approval process have been established to provide Owners, architects and contractors with parameters for the preparation and approval of these drawings and specifications. The Architectural Guidelines are incorporated herein and made a part hereof by reference. A copy of the Architectural Guidelines may be obtained from the Declarant or the Association. Prospective purchasers of Lots are encouraged to review these Architectural Guidelines prior to purchasing a Lot. The Architectural Review Committee may retain or employ architects, engineers or other professionals or consultants to participate in the review or to advise the Architectural Review Committee. To cover expenses of review, including expenses of architects, engineers or other professionals or consultants, the Architectural Review Committee may charge a fee for reviewing applications, which fee may be established by the Committee from time to time or assess the costs of such to the Owner of the Lot. The Architectural Guidelines provide among other things, that the developer, Owner or other builder, at their expense, shall complete and submit to the Architectural Review Committee two complete sets of the following Plans, which Plans shall be prepared by a duly licensed architect and engineer and landscape architect, as applicable, to provide for a first class structure, workmanship and materials, for review by the Architectural Review Committee and approved by the Board of Directors and shall include:

(i) Building or Dwelling plans, at a reasonable scale, and building specifications, which shall include the location, nature, shape, height, materials, color and finish of materials, type of construction, floor plans and elevations, details of exterior wall construction and other exterior features, gross square footage and other characteristics of the improvements and other information required or specified by the Architectural Review Committee. All exterior features of the improvements, including the style of the building, materials, color, roof, the specifications for the construction of all access drives, parking areas and walkways and the location of all improvements are specified in the Architectural Guidelines. Said Architectural Guidelines must be adhered to and shall be strictly enforced.

(ii) A drainage plan which will coordinate with the overall area drainage including a storm water runoff analysis (prepared by a registered engineer if required) which will coordinate with the overall area storm water management plans for The Township at Colony Park in its entirety. The drainage plan should be sensitive to the Dwellings and improvements on other Lots.

(iii) A site plan, at a reasonable scale, which will include an accurate grading plan and which shall show the location of all (i) improvements, (ii) exterior lighting and signs, (iii) pedestrian walkways, vehicular circulation and parking areas, and (iv) designation of all proposed utility lines, air-conditioning units, pipes, conducts, transformers and similar equipment.

(iv) A landscape plan by a duly licensed landscape architect.

(v) A statement by the Developer\*s or other builder\*s architect and engineer or, if permitted by the Architectural Review Committee, by the Developer or other builder that the proposed construction complies with all applicable building and zoning codes and regulations and governmental laws, regulations and ordinances including the TND Ordinance, the Americans with Disabilities Act and federal and state environmental laws and this Declaration.

(vi) A construction time table or schedule, including anticipated completion date.

(vii) A statement by the Owner of the Lot as to the specific Permitted Purpose use of the Lot and that such use complies with the TND Ordinance.

Until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee, no Developer, Owner or other builder shall (i) install, erect, attach, apply, paste, hinge, screw, nail, guild, alter, commence, remove or construct any (1) lighting, (2) shade, screen, awning or patio cover, (3) exterior decoration, (4) fence or wall, (5) earthwork or drainage work, (6) foundation, slab, sidewalk, driveway, road, curb or gutter, or (7) patio, balcony or porch, (ii) make any change or otherwise alter, including any change or alteration of color, in any manner whatsoever to the exterior of any improvement constructed upon any Lot or upon any portion of the Common Areas or Common Facilities, (iii) combine or otherwise join two or more buildings or Dwellings or partition such buildings or Dwellings after combination, or (iv) change the Permitted Purpose use of the Dwelling and other improvements as approved by the Architectural Review Committee or make any change or alteration to the interior or exterior of any building or Dwelling which will alter the structural integrity of the building or otherwise affect the Lot or the Property, the interest or welfare of any other Owner or the Association, materially increase the cost of operating or insuring any of the Common Areas, Common Facilities, or impair any easement.

Section 10.04. Review Process. Within fifteen (15) business days after receipt of all of the Plans, the Architectural Review Committee shall review the Plans and shall either approve or disapprove of all or any portion of the Plans. Written notice of such decision shall be given to the Developer, Owner or other

builder, and such notice, if applicable, shall specify the reasons for any recommended disapproval. The Architectural Review Committee's right to disapprove the Plans shall be limited to (i) the failure of the Developer, Owner or other builder to include information required by, or to otherwise satisfy the requirements of, this Article X or other provisions of this Declaration, (ii) objections to the design, general massing, color, materials or development of any proposed Dwelling or other improvement which the Architectural Review Committee determines to be incompatible with the existing or surrounding structures on, or the topography and conformity with the design concept of or for, the Property, (iii) objections to the Plans do not provide for first-class structure, workmanship or materials, (iv) failure to provide a landscape plan which is consistent with the quality, development or design of the Property, or (v) objections to a use inconsistent or incompatible with the TND Ordinance or the uses of other Lots within the area, (vi) any other reason or reasons which are not arbitrary or capricious, including, but not limited to, aesthetic and traditional neighborhood development considerations or any failure to conform to the Architectural Guidelines.

If any portion of the Plans are not approved, the Developer, Owner or other builder shall amend and modify the Plans to conform to the requirements of, and to cure any objections made by, the Architectural Review Committee. Upon the completion of each amendment and modification, the Plans shall be resubmitted to the Architectural Review Committee for review for approval or disapproval. The Architectural Review Committee's right to disapprove the amended and modified Plans shall be confined to (i) the portion of the Plans not previously approved, (ii) new matters not disclosed by or included in the Plans previously submitted, or (iii) matters which do not satisfy the requirements of this Article X or other provisions of this Declaration.

The Developer, Owner or other builder must obtain written approval of the Plans from the Architectural Review Committee prior to commencement of any on-site construction, installation, clearing, grading, paving or landscaping, except to the extent the Developer, Owner or other builder may receive written permission from the Committee to engage in any or some of such activities prior to the review or approval of the Plans.

If the Developer, Owner or other builder desires to materially modify or change the Plans after approval of the Plans, but not including minor modifications or changes of or to the interior design, then the Developer, Owner or other builder shall submit two complete copies of such proposed changes to the Architectural Review Committee for review and approval or disapproval.

The decisions of the Architectural Review Committee shall govern and control and shall be final except that any decision may be appealed within ten (10) days to the Board of Directors by any Member who is aggrieved by any action or forbearance from action by the Architectural Review Committee or by any policy, standard, or guideline established by the Architectural Review Committee, and upon written request such Member shall be entitled to a hearing before the Board of Directors.

The Developer, Owner or other builder will be responsible for the payment of reasonable charges established by the Board of Directors from time to time for the Architectural Review Committee's review of the Plans or amendments, modifications or changes to Plans, but no charges shall be imposed on any governmental authority using any portion of the Property. The Architectural Review Committee shall retain one copy of the Plans as approved or disapproved in the Association's permanent records and shall return to the Developer or other builder one copy of the Plans, as approved, marked or stamped with such approval of the Architectural Review Committee.

Section 10.05. Disclaimer. The Board of Directors, the Architectural Review Committee, each director and each officer of the Association, each member of the Architectural Review Committee, and the Association and, if applicable, the Declarant shall not be liable to any Owner or to any other Person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such Owner or other Person arising or resulting from or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Committee, or public authorities, whether given, granted or withheld. No approval of Plans and no publication of Architectural Guidelines, standards or bulletins shall be construed either to represent, guarantee or imply that such Plans, Architectural Guidelines or architectural standards will result in a properly designed Dwelling or other improvement, or to represent, guarantee or imply that any Dwelling or other structure or improvement will be built or constructed in a good, workmanlike manner. Approval of any particular Plans shall not be construed as a waiver of the right of the Architectural Review Committee to disapprove all or any portion of the Plans if such Plans are subsequently submitted for use in any other instance.

Section 10.06. Rules and Regulations. Upon the recommendation of the Architectural Review Committee or from time to time the Board of Directors may (i) adopt and promulgate such rules and regulations regarding the construction or alteration of any structure or improvement and the form and content of Plans to be submitted to the Architectural Review Committee for review and approval or disapproval, and (ii) publish and/or file for record such statements of policy, standards, guidelines, and establish such criteria relating to architectural styles or details, colors, size, set-backs, build-to lines, materials or other matters relating to architectural control, protection of the environment, including the use and application of fertilizers, pesticides and other chemicals, and the preservation of such aesthetic values and characteristics and amenities, as may be considered necessary and appropriate. No such rules, regulations, statements or criteria shall be construed as a waiver of any provision of this Article X or any other provision of requirement of this Declaration.

Section 10.07. Limitations. Construction in accordance with approved Plans shall be commenced within three months after approval and shall be substantially completed either within eight months after construction commences, or within such other period as the Architectural Review Committee shall specify in the approval of the Plans. The Architectural Review Committee shall have the continuing right to inspect and review the construction of a Dwelling and other improvements to determine compliance with the approved Plans. The Architectural Review Committee may bring enforcement actions for non-compliance

of construction with the Plans and similar matters in accordance with Article XIV, including an action to cease construction. If construction is not commenced or is not completed (see Section 10.03(e)(vi) General Requirements) as required in this Section 10.07, then approval of the Plans shall be conclusively deemed to have lapsed and compliance with the provisions of this Article X shall be required again.

## **ARTICLE XI.**

### **EASEMENTS**

Section 11.01. Utility Easements. The Declarant, the Association, and each utility providing service to the Property shall have and is granted or reserved for the limited use of such utility non-exclusive easements and rights-of-way in through, across, on, over and under the portions of the Property which are not improved with buildings, dwellings or other structures, including full rights of ingress and egress, for the installation, operation, use, maintenance, repair and removal of utilities and drainage facilities and floodway easements located in utility or drainage easements as shown and designated on the Plat, and the right to remove any obstruction in any utility or drainage easement which may interfere either with the use of any utility or drainage easement or with the installation, operation, use, maintenance, repair and removal of such utility or drainage facility. All utilities services shall be installed and maintained underground, unless otherwise approved by the Declarant or Architectural Review Committee.

The Declarant shall have non-exclusive easements and rights-of-way in, through, across, on, over and under the portion of the Common Areas and Common Facilities which is not improved with Dwellings or other structures, to store building supplies and materials, install, construct, maintain, reconstruct and repair sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, utility lines and structures and any related improvements or appurtenances and for all other purposes reasonably related to the completion of construction, and the provision of public or private utility services to any portion of the Property. Any and all conveyance documents from the Declarant to the Association with respect to the Common Areas and Common Facilities shall be conclusively deemed to incorporate the provisions of this Section 11.01, whether or not specifically contained in such conveyance documents or assignments. At the Declarant's request, the Association shall from time to time acknowledge, and deliver to the Declarant such documents the Declarant considers it necessary to implement the provisions of this Section 11.01.

The reservation and rights in this Section 11.01 expressly include the right to (i) cut any trees, bushes, or shrubbery, (ii) make any grading of the soil, and (iii) take any other similar action reasonably necessary to provide economical and safe utility and drainage facility installment, repair and maintenance and to maintain reasonable standards of health, safety and appearance.

Section 11.02. Maintenance and Support Easements. Where Dwellings or improvements are permitted on or in close proximity to the boundaries of a Lot, the Common Areas and Common Facilities and each Lot and Dwelling on such Lot shall be subject to irrevocable easements for the benefit of the

Association and the Owners of the adjoining Lots and abutting buildings for (i) drainage (ii) the maintenance, restoration and unobstructed and uninterrupted use of any and all pipes, ducts, flutes, chutes, conduits, cables, wire outlets and utility lines, (iii) maintenance and lateral support of adjoining and abutting Dwellings and improvements, (iv) such portions of any Dwelling or improvements that may overhang or encroach upon a Lot or any portion of the Common Areas or Common Facilities, and (v) the walks, sidewalks and private drives serving such adjoining and abutting areas.

Section 11.03. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of the lawn, landscaping and improvements on each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be reasonably made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the Association and paid from the Association's maintenance fund.

Section 11.04 Mutual Drive or Driveway, Mutual Parking and Mutual Walkway Easements.

(a) Declarant may create for the Owners of certain adjacent Lots, a perpetual non-exclusive easement for pedestrian and vehicular traffic and/or parking over and across all drives, ways, sidewalks and parking areas ("Mutual Drive") as established by the Declarant and as installed by the Declarant or by the Owner of an adjacent Lot over which a mutual access easement has been created or established by the Declarant for the use and benefit of such adjacent Owner(s). The Owner(s) of each Lot granted the use of such access easement shall reimburse the Declarant or the adjacent Owner, who constructed or caused the Mutual Drive to be constructed, for all cost and expense incurred in the construction of said Mutual Drive, prorata, based on the number of Lots served by and granted an easement to use such Mutual Drive. The cost of upkeep, maintenance, repair and replacement of such Mutual Drive shall also be shared equally by the Owner(s) of Lots being served by said Mutual Drive.

(b) In the event that an adjacent Owner fails to pay such Owner's prorata share of the cost and expense of the construction of said Mutual Drive or fails to pay such Owner's prorata share of the upkeep, maintenance, repair or replacement of said Mutual Drive, then and in that event, the Declarant or adjacent Owner(s) shall have a lien against such Owner and such Owner's Lot, plus such additional amounts as are specified in Section 11.04 (c) shall be (i) a charge on the land, (ii) a continuing lien upon and against the Lot, (iii) binding upon such Lot, and (iv) the continuing joint and several personal obligation and liability of each Person who was an Owner of such Lot(s) when any portion of the sum due the Declarant or adjacent Owner became due and payable, including their heirs, devisees, personal representatives, successors and assigns, which shall not be extinguished or diminished by any transfer or conveyance of any Lot.

The personal obligation of each Owner to pay all sums levied against his Lot under the Section 11.04 shall continue for the full statutory period permitted by law, and a suit to recover a monetary judgment for the non-payment of all or any portion of any sum due may be commenced and maintained by

the Declarant or the adjacent Owner without the foreclosure or waiver of any lien created under this Declaration to secure the payment of such sum. Any judgment may include all amounts specified in Section 11.04 (c). The Declarant or any adjacent Owner may commence and maintain an action at law or in equity against any other adjacent Owner personally obligated or liable to pay any sum and/or may foreclose the lien against any Lot in the manner now or hereafter provided in the State of Mississippi for foreclosure of mortgages and other liens on real property containing a power of sale provision. Any such foreclosure by the Declarant or adjacent Owner shall be subject to the substantive and procedural requirements prescribed by the laws of the State of Mississippi applicable to the foreclosure of mortgages and other liens on real property containing the power of sale provision.

The Declarant or the adjacent Owner shall have the right to reject partial payments of an sum due and to demand the full payment of such sum. The lien for unpaid sum shall be unaffected by any sale or other transfer or conveyance of the Lot subject to the sum due the Declarant or the adjacent Owner, and the lien shall continue in full force and effect.

(c) In addition to the amount of the unpaid sum due the Declarant or the adjacent Owner as provided in this Section 11.04 (a), the following amount shall be considered and added to the sum due and shall be subject to the lien for said sum as provided under Section 11.04 (c):

- (i) All reasonable costs and expenses of collection incurred or paid by the Declarant or adjacent Owner, including attorneys\* fees, court costs and other costs and expenses relating to the collection or enforcement of the lien for the sum due.
- (ii) Interest on or with respect to all amounts due as specified in this Section 11.04, such interest shall accrue from the date such sum became due until such sum is paid in full at the maximum rate of interest permitted by law in the State of Mississippi.

Section 11.05. Easements to Run with Land. All easements and rights described herein are easements running with the land, perpetually in full force and effect, and at all times shall inure to the benefit and be binding upon the Declarant, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in the property or any part or portion thereof.

Section 11.06. Damage from Ingress and Egress. Any entry by the Declarant, the Association, or any utility upon any Lot for the purposes permitted or contemplated by this Article XI shall be made with as little inconvenience to the Owner as reasonably practical, and all physical damage to any Lot or improvement on a Lot resulting from or caused by such entry shall be promptly repaired and restored. Said repairs will be at the expense of the party causing the damage.

## **ARTICLE XII.**

## **USE AND OTHER RESTRICTIONS AND REQUIREMENTS**

**Section 12.01. Use of Lots and Dwellings.** Except (i) for the activities of a Developer, Owner or other builder during the construction and development of a Lot or the Common Areas and Common Facilities (ii) for activities and uses expressly permitted and not substantially inconsistent with the provisions of this Declaration (iii) as may be necessary or appropriate in connection with reasonable and necessary repairs or maintenance to any Dwelling or other improvements on a Lot, the Common Areas and Common Facilities and (iv) as permitted by Section 12.02, each Lot, Dwelling and other improvements shall be used for Permitted Purposes only as approved upon submission of the Plans to the Architectural Review Committee, in accordance with the review process set forth in Section 10.04 hereof. The approval of the Plans shall constitute approval of the use as a Permitted Purpose. Any change in the approved Permitted Purpose use shall be resubmitted to the review process set forth in Section 10.04 hereof.

**Section 12.02. Sales and Construction Activities.** The Declarant is expressly permitted and authorized to maintain and conduct such facilities and activities as may be reasonably appropriate, necessary, required, convenient or incidental to the construction, completion, improvement and sale of Lots and/or Dwellings or the development of Lots, Dwellings and other improvements, and the Common Areas and Common Facilities, including, without limitation, the installation and operation of sales and construction trailers, offices and other structures or other improvements. The location of any construction trailers of any Developer or other builder shall be subject to the Declarant's approval. The right to maintain and conduct such facilities and activities specifically includes the right to use buildings as models, as offices for the sale of Lots and/or Dwellings, and for related activities. The Declarant is expressly permitted and authorized to use, stock, maintain, locate, store and place on any portion of the Property any and all equipment, tools and vehicles as may be reasonably appropriate, necessary, required, convenient or incidental to such construction, improvement, completion, sale or development, including, but not limited to, construction equipment and construction machinery and vehicles.

**Section 12.03. Trespass.** Whenever the Association and/or the Declarant is permitted by this Declaration to repair, maintain, clean, clear out or do any action on any part of the Property, including perform obligations or duties imposed on any Owner under this Declaration, then entering any Lot or any portion of the Property for such purposes and taking such action shall not be or be deemed to be a trespass.

**Section 12.04. Easement Interference.** No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation, use or maintenance of drives, walks, parking or utilities, or which may unreasonably change, diminish, obstruct, or retard the direction of flow of surface water runoff in any drainage easement, swale or channel.

**Section 12.05. Reconstruction after Fire or Other Casualty Loss.** If a Dwelling or other improvement is partially or completely destroyed by fire or other casualty, the Owner of such Dwelling or other improvement shall promptly remove all remains of such Dwelling or improvement and any rubbish and debris from the Lot and then with due diligence, the Owner of such Dwelling or improvement shall promptly restore or reconstruct such Dwelling or improvement, at their own expense, to substantially the



same condition which existed prior to such damage and in accordance with the original Plans or as otherwise approved by the Architectural Review Committee in accordance with the procedure for obtaining such approval as provided in Article X hereof.

Section 12.06. Signs and Other Attachments. Except as approved by the Declarant or the Architectural Review Committee or as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be placed, maintained or permitted on a Lot or within any windows or on the exterior of any Dwelling or other structure located on any Lot by any Person, including the Owner. The approval of any signs and posters, including business, name and address signs, shall be in accordance with the Architectural Guidelines, and upon such conditions the Declarant and/or the Architectural Review Committee shall determine from time to time, and approval may be arbitrarily withheld. The restrictions of this Section 12.06 shall not apply to the Declarant. The Board of Directors and the Declarant shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and Common Facilities and within easement areas established by this Declaration.

Section 12.07. Lot Division and Addition. No Lot, except as provided in Article XVI hereof, shall be further subdivided and no more than one Dwelling shall be constructed or permitted on each Lot unless approved by the Declarant or the Architectural Review Committee. It is important that the visual appearance and streetscape quality not be altered by increasing or decreasing the density of Dwellings in The Township at Colony Park (TND). Any such changes as might occur by placing one Dwelling on two Lots must be approved by the Declarant until all Declarant's Lots are sold and thereafter by the Board of Directors and the Architectural Review Committee.

Section 12.08. Sewage and Water Services. No cesspools, sewage treatment plants, septic tanks or similar devised shall be allowed on a Lot, and every Lot shall be required to utilize the sewer and water services of the City of Ridgeland, Mississippi or its successor.

Section 12.09. Pets. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any Lot or on portion of the Common Areas and Common Facilities, except no more than two household pets including domestic dogs, cats, birds or other household pets for non-commercial purposes and which are kept in Dwellings or Lots and are not a source of annoyance or a nuisance to the Property or any Member. The Board of Directors shall have the right, but not the obligation, to prohibit or bar certain dogs or breeds of dogs or other pets from any Lot or Dwelling or other structure on the Lot or any portion of the Property. Pets shall be attended at all times and shall be registered, licensed and inoculated as required by law. Pets shall not be permitted upon or in the Common Areas and Common Facilities unless accompanied by an adult individual and either carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets from time to time as considered necessary or appropriate, including more restrictive "leash" and/or waste removal regulations.

Section 12.10. Vehicle Use and Storage. All vehicles shall be currently licensed and maintained in operating condition, so as not to cause or create hazards or nuisances by excessive noise levels, exhaust emissions, or appearance. Inoperative motor vehicles are strictly prohibited from the Property except for

emergency situations. Each Owner shall provide on such Owner's Lot paved parking approved by the Architectural Review Committee sufficient to serve the Permitted Purpose use of the Lot or as otherwise permitted in the TND Ordinance.

No motor vehicle may be repaired (except for emergency repairs) on any Lot, private drive, street, or Common Areas within the Property except where such repairs are made on a vehicle owned by an Owner and are done within such Owner's enclosed building or in an area screened from public view.

#### Section 12.11 Exterior Appearances.

(a) Except for temporary maintenance areas within the Common Areas and those temporary or out-of-sight fences erected by Declarant or the Association, no chainlink fences shall be permitted on any Lot unless approved by the Architectural Review Committee.

(b) No unenclosed garages shall be allowed.

(c) No foil, sun screens, or other reflective materials shall be permitted.

(d) When not in use, all garage doors shall be kept closed.

(e) No projections of any type shall be placed or permitted above the roof of any Dwelling or improvement except approved chimneys, vents, and such other objects as may be approved by the Architectural Review Committee.

(f) No basketball goal or sports apparatus shall be permitted or placed on any Lot that is visible from any street, unless approved by the Architectural Review Committee.

(g) No clothes line shall be constructed or placed on any Lot.

(h) Each Property Owner shall provide a screened area to serve as a service yard and an area in which garbage receptacles or similar storage receptacles, electric and gas meters, air conditioning equipment and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent Lots. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Architectural Review Committee prior to construction. Garbage receptacles may be located outside of such screened areas only if located underground.

(i) Each owner of a Lot as a part of the construction of a Dwelling on such Lot shall be responsible for and shall construct a sidewalk along all streets which such Lot adjoins. Walks shall be in accordance with the Architectural Guidelines.

Section 12.12. Unsightly Conditions and Nuisances. It shall be the responsibility of each Owner and their tenants and Invitees to prevent the development of any unclean, unsightly or unkempt conditions of Dwellings, improvements or grounds on the Property which shall tend to substantially decrease the beauty of the community as a whole or as a specific area. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property. No nuisance or odors shall be permitted to operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on or permitted on any Lot or in any Dwelling or any part of the Common Areas and Common Facilities and each Owner, and Owner's Invitees, shall refrain from any act or use of a Lot, Dwelling or the Common Areas and Common Facilities which would cause disorderly, unsightly or unkempt conditions or which would cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Property or which would result in a cancellation of any insurance from any portion of the Property or which would be in violation of any law, governmental code or regulation. Each Owner shall keep their Lot, Dwelling and improvements in compliance with all existing or future applicable laws, ordinances and regulations, including the TND Ordinance, the Americans with Disabilities Act and environmental laws. Without limiting the generality of the foregoing conditions, no exterior speakers, horns, whistles, bells, or other sound devices except security and fire alarm devices used exclusively for such purposes shall be located, used, or placed within the Property except as may be located, used or placed on the Property by the Declarant or as may be approved by the Architectural Review Committee. Any Owner or such Owner's Invitees who dumps or places any trash or debris upon any portion of the Property, except for trash or garbage placed within the designated area for regular pickup and removal of such trash and garbage, shall be liable to the Association for the actual costs or removal thereof or the sum of \$150.00, whichever is greater, or such other amount determined by the Board of Directors, and any sum shall be added to and become a part of that portion of the Assessment next becoming due to which the Owner and such Owner's Lot are subject.

## **ARTICLE XIII.**

### **EXTERIOR MAINTENANCE**

Section 13.01. Responsibility of Owner. Each Owner shall keep and maintain the Dwelling and all improvements constructed or placed on each Owner's Lot, including landscaping within the entrance area, in a good state of repair and in compliance with the Architectural Guidelines and applicable governmental laws, regulations and ordinances. An Owner shall do no act nor perform any work which will impair the structural soundness or integrity of another Dwelling or improvements or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots, Dwellings or other improvements or their Owners. The Owner in maintaining, repairing or replacing any portion of such Owner's Dwelling or improvements shall maintain the same quality of materials, color scheme and workmanship as used in the original construction of the Dwelling or improvements and any change or variation therefrom must be approved by the Architectural Review Committee pursuant to Article X of this Declaration.

Section 13.02. Failure of Owner to Perform. In the event Owner fails to perform certain exterior maintenance as set forth in this Declaration, the Board, after approval by two-thirds (2/3) combined vote of the Members, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and any improvements erected thereon. The cost of such exterior maintenance shall be assessed to such Lot as a Special Assessment pursuant to Article V, Section 5.04(b).

Section 13.03. Mechanics Lien. Each Owner agrees to indemnify and to hold each of the other Owners harmless from any and all claims of materialmen and mechanic's lien filed against other Lots for labor, materials, services or other products incorporated in the Owner's Lot or Dwelling. In the event a mechanic's lien suit for foreclosure is commenced, then within ninety (90) days thereafter such Owner shall be required to deposit with the Association cash or negotiable securities in an amount equal to 150% of such claim plus interest for one year unless otherwise approved by the Board of Directors. Such sum or securities shall be held by the Board of Directors pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject Owner, and their failure to so pay shall entitle the Board on behalf of the Association to make such payment, and the amount thereof shall be an Assessment and debt of the Owner and lien against their Lot which may be foreclosed as is provided in Article V of this Declaration.

Section 13.04. Responsibility of Association. Subject to the provisions of this Declaration pertaining to the destruction of improvements, the Association shall paint, maintain, repair, replace and landscape the Common Areas and Common Facilities, if any, and improvements thereon to keep same in a state of good repair, condition and appearance, reasonably consistent with the level of maintenance reflected in the initial budget of the Association. All such costs of maintenance, repairs and replacements for the Property shall be paid for as Common Expenses as provided in this Declaration. All work performed for and on behalf of a Lot Owner which is not the responsibility of the Association, shall be charged to such Owner as a Special Assessment as provided in this Declaration.

## **ARTICLE XIV.**

### **ENFORCEMENT OF DECLARATION**

Section 14.01. Compliance. If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other Person, then each of the other Owners, the Declarant and/or the Association (including the Architectural Review Committee), jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. If any structure or other improvement located on any portion of the Property, including any Lot, violates any provision of this Declaration, then the Declarant and/or the Association (including the Architectural Review Committee), jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property,

including any Lot, to abate or remove such structure or other improvement at the cost and expense of the Owners of the Lot where such structure or improvement is located or who otherwise causes such violation, if the violation is not corrected by such Owners within 30 days after written notice of such violation. Any Person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts specified in Section 6.03. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any Person for any period of time to enforce any provision of this Declaration shall not be or be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

Section 14.02. Enforcement. This Declaration shall be enforced by any appropriate proceeding at law or in equity (i) against any Person who breaches or violates or threatens to breach or violate any provision of this Declaration, (ii) to recover damages for any such breach or violation, (iii) to collect any amounts payable by any Owner to the Association under this Declaration, including Assessments, attorneys' fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of an Owner under this Declaration or otherwise specified in this Declaration, including Section 6.03, and (iv) to enforce any lien created by this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. The Declarant, the Association and each Owner by acceptance of a deed or other document to a Lot waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

## **ARTICLE XV.**

### **GENERAL PROVISIONS**

Section 15.01. Duration. This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owners of any land subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns, until January 1, 2052. After such date this Declaration shall be automatically extended for successive periods of ten years unless a Supplement signed by the Owners of a majority of the Lots has been properly filed for record to abolish or terminate all or a substantial portion of this Declaration at least one year prior to the effective date of such abolishment or termination.

Section 15.02. Amendments. Notwithstanding Section 15.01 this Declaration may be amended, modified and/or changed either (i) by the Declarant properly filing for record a Supplement prior to January 1, 2012 or thereafter (ii) by a Supplement properly filed for record and executed by the Members of at least 51% of the combined votes of the Members.

Section 15.03. Interpretation. The provision of this Declaration shall be construed to implement the purpose of the creation of a uniform plan for the development of the Property.

Section 15.04. Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions of this Declaration which shall remain in full force and effect.

Section 15.05. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 15.06. Notices to Owner. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the Person who appears as Owner on the records of the Association or, if applicable, the Declarant at the time of such notice is mailed.

Section 15.07. Successors of Declarant. All or any portion of any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant under this Declaration may be assigned and transferred exclusively by the Declarant or a nominee may be appointed by Declarant, all with or without notice to the Association.

Section 15.08. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot or interest in a Lot, any deed or assignment purporting to such transfer shall contain a provision incorporating the provisions of this Declaration by reference.

Section 15.09. No Dedication to Public Use. No provision of this Declaration shall be construed as a dedication to public use of or as an acceptance for maintenance of any Common Areas and Common Facilities by any public agency of authority or by any utility or shall be interpreted as imposing upon any public agency or authority or any utility any responsibility or liability for the maintenance or operation of any portion of the Common Areas and Common Facilities.

Section 15.10. Notice to and Rights of Eligible Mortgage Holders. The Association shall promptly notify any Eligible Mortgage Holder on any Lot for which any Assessment remains delinquent for at least 60 days, and the Association shall promptly notify the holder of the Mortgage on any Lot for which there is default by the Owner with respect to performance of any other obligation or duty under this Declaration which remains uncured for at least 60 days following the date of such default and each Owner hereby consents to such notices. Any failure to give any such notice shall not affect the validity of priority of any Mortgage on any Lot, and the protection provided in this Declaration to any Eligible Mortgage Holder on any Lot shall not be altered, modified or diminished by reason of such failure, nor shall any such failure affect the validity of the lien of any Assessment or affect any of the priorities for liens as specified in Article V.

No suit or other proceeding may be brought to foreclosure the lien for any Assessment levied pursuant to this Declaration, except after 10 days written notice to any Eligible Mortgage Holder holding a Mortgage encumbering the Lot which is the subject matter of such suit or proceeding.

Any holder of a Mortgage of any Lot may pay any taxes, rents, utility charges or other charges levied against the Common Area and Common Facilities which are in default and not cured after ten (10) days written notice and which may or have become a charge or lien against any of the Common Area and Common Facilities and may pay any overdue premiums on any hazard or liability insurance policy, or secure new hazard or liability insurance coverage on the lapse of any policy, relating to the Common Area and Common Facilities. Any holder of a Mortgage who advances any such payment shall be due reimbursement of the advanced amount from the Association.

Section 15.11. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended to limit or enlarge the terms and provisions of this Declaration. Whenever the context requires, the male shall include all genders and singular shall include the plural.

Section 15.12. Exhibits. All Exhibits which are referred to in this Declaration are made a part of and incorporated into this Declaration by reference.

## **ARTICLE XVI.**

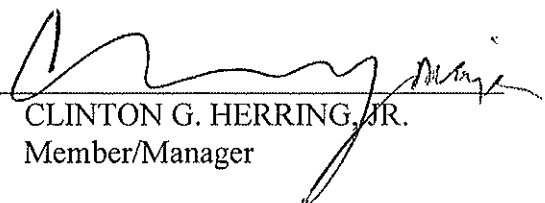
### **DECLARANT'S RIGHTS AND RESERVATIONS**

Section 16.01. Declarant's Rights and Reservations. No provisions in the Articles, the Bylaws or this Declaration shall limit, and no Owner or the Association shall interfere with, the right of Declarant to subdivide or re-subdivide any portions of the Property or to annex additional property with the Property; to construct more than one Dwelling on a Lot; to relocate or alter any Lot sizes or boundaries of Lots owned by Declarant or any Common Areas or Common Facilities, to complete or alter improvements or refurbishments to and on the Common Areas and Common Facilities or any portion of the Property owned by Declarant, or alter the construction plans and designs, or construct such additional improvements or add future phases as Declarant deems advisable during development of the Property. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of Declarant's business or completion of the work and disposition of the Lots and/or improvement by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Lot hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owners or may be inconsistent with this Declaration, and each Owner hereby consents to such inconvenience or nuisance and waives any right to contest such actions. This Declaration shall not limit the right of the Declarant at any time prior to acquisition of title to a Lot by a purchaser from Declarant to establish on that Lot,

of Declarant to subdivide or re-subdivide any portions of the Property or to annex additional property with the Property; to construct more than one Dwelling on a Lot; to relocate or alter any Lot sizes or boundaries of Lots owned by Declarant or any Common Areas or Common Facilities, to complete or alter improvements or refurbishments to and on the Common Areas and Common Facilities or any portion of the Property owned by Declarant, or alter the construction plans and designs, or construct such additional improvements or add future phases as Declarant deems advisable during development of the Property. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of Declarant's business or completion of the work and disposition of the Lots and/or improvement by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Lot hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owners or may be inconsistent with this Declaration, and each Owner hereby consents to such inconvenience or nuisance and waives any right to contest such actions. This Declaration shall not limit the right of the Declarant at any time prior to acquisition of title to a Lot by a purchaser from Declarant to establish on that Lot, Common Areas and Common Facilities, additional licenses, covenants, easements, reservations and rights of way, to itself, to utility companies, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property. The Declarant need not seek or obtain Architectural Review Committee or Board of Directors approval of any use of the Property or any Dwelling or improvement constructed or placed by Declarant on any portion of the Property. The rights of the Declarant under this Declaration may be assigned by Declarant to any successor or assign in any interest or portion of Declarant's interest in any portion of the Property by a recorded written assignment. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant will be required before any amendment to this Article XVI shall be effective while Declarant owns a Lot. Declarant shall be entitled to the nonexclusive use of the Common Area and Common Facilities, without further cost, for access, egress, ingress, use or enjoyment, in order to show the Property to its prospective purchasers or lessees and dispose of the Property as provided herein. Each Owner hereby grants, by acceptance of the deed to such Owner's Lot, an irrevocable, special power of attorney, coupled with an interest, to Declarant to execute and record all documents and maps necessary to allow Declarant to exercise its rights under this Article XVI. This Article XVI shall be applicable for so long as the Declarant owns any portion of the Property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by the Declarant the date above written.

**THE TOWNSHIP LAND COMPANY, LLC,**  
*a Mississippi limited liability company*

By:   
 CLINTON G. HERRING, JR.  
 Member/Manager



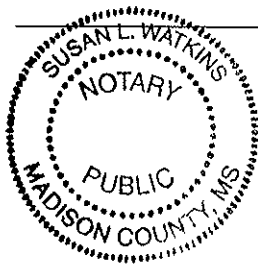
STATE OF MISSISSIPPI  
COUNTY OF HINDS

BOOK **1613** PAGE **764**

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 17<sup>th</sup> day of October 2003, within my jurisdiction, the within named *Clinton G. Herring, Jr.*, who acknowledged that he is Member/Manager of The Township Land Company, LLC, a Mississippi manager-managed limited liability company, and that for and on behalf of said limited liability company and as its act and deed, he executed the above and foregoing instrument, after having first been duly authorized by said limited liability company so to do.

Susan L. Watkins  
Notary Public

My Commission Expires:



Notary Public State of Mississippi  
At Large  
My Commission Expires  
October 16, 2004  
BONDED THRU  
HEIDEN, BROOKS & GARLAND, INC.

EXHIBIT A  
THE PROPERTY

BOOK 1613 PAGE 765

BEING SITUATED IN THE SW 1/4 OF SECTION 13, T7N-R1E, RIDGELAND, MADISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1" SQUARE BAR MARKING THE SOUTHWEST CORNER OF AFORESAID SECTION 13 AND RUN THENCE N0°17'-05"W, ALONG THE WEST BOUNDARY OF SECTION 13, 1408.28' TO THE POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED; CONTINUE THENCE N0°17'05"W, ALONG THE WEST BOUNDARY OF SAID SECTION 13, 14.07' TO THE SOUTHWEST CORNER OF THE PARKWAY MEMORIAL CEMETERY CORPORATION PROPERTY, AS RECORDED IN DEEDBOOK 317 AT PAGE 311 OF THE CHANCERY RECORDS OF MADISON COUNTY, MISSISSIPPI; RUN THENCE N89°41'32"E, ALONG THE SOUTH BOUNDARY OF SAID PARKWAY MEMORIAL CEMETERY PROPERTY, 932.15'; RUN THENCE S0°31'11"E, 194.50'; RUN THENCE N87°57'30"E, 19.96'; RUN THENCE S0°37'39"E, 24.36'; RUN THENCE S0°27'02"E, 62.44' TO A POINT ON A CURVE; RUN THENCE SOUTHEASTERLY, COUNTERCLOCKWISE, ALONG THE ARC OF SAID CURVE, 71.92'; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 9°01'03", RADIUS OF 456.98' AND CHORD BEARING AND DISTANCE OF S3°58'01"E, 71.85'; RUN THENCE N89°05'36"E, 232.75'; RUN THENCE S4°41'52"E, 144.07' TO A POINT ON A NON RADIAL CURVE; RUN THENCE NORTHEASTERLY, CLOCKWISE, ALONG THE ARC OF SAID CURVE, 98.88'; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 13°23'20", RADIUS OF 423.13' AND CHORD BEARING AND DISTANCE OF N82°08'01"E, 98.65'; RUN THENCE N88°49'41"E, 101.98' TO A POINT ON A NON RADIAL CURVE; RUN THENCE NORTHEASTERLY, COUNTERCLOCKWISE, ALONG THE ARC OF SAID CURVE, 27.98'; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 1°38'33", RADIUS OF 976.02' AND CHORD BEARING AND DISTANCE OF N88°00'24"E, 27.98'; RUN THENCE N89°39'46"E, 33.23' TO A POINT ON A NON RADIAL CURVE; RUN THENCE NORTHEASTERLY COUNTERCLOCKWISE, ALONG THE ARC OF SAID CURVE, 7.74'; SAID NON RADIAL CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 0°27'13", RADIUS OF 978.02' AND CHORD BEARING AND DISTANCE OF N85°02'12"E, 7.74'; RUN THENCE S3°16'55"E, 44.03' TO A POINT ON A NON RADIAL CURVE; RUN THENCE SOUTHEASTERLY, COUNTERCLOCKWISE, ALONG THE ARC OF SAID CURVE, 304.63'; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 25°32'10", RADIUS OF 683.50' AND CHORD BEARING AND DISTANCE OF S16°23'20"E, 302.11'; RUN THENCE N68°13'16"E, 72.12' TO A POINT ON A NON RADIAL CURVE; RUN THENCE NORTHEASTERLY, COUNTERCLOCKWISE, ALONG THE ARC OF SAID NON RADIAL CURVE, 8.45'; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 2°42'12", RADIUS OF 179.00' AND CHORD BEARING AND DISTANCE OF N66°52'11"E, 8.45'; RUN THENCE N65°31'04"E, 35.99'; RUN THENCE N66°52'01"E, 27.99' TO A POINT ON A NON RADIAL CURVE; RUN THENCE NORTHEASTERLY, CLOCKWISE, ALONG THE ARC OF SAID CURVE, 34.23'; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 6°06'35", RADIUS OF 321.00' AND CHORD BEARING AND DISTANCE OF N72°15'05"E, 34.21'; RUN THENCE N66°40'16"E, 91.79' TO THE WESTERN RIGHT-OF-WAY LINE OF HIGHLAND COLONY COLONY PARKWAY; RUN THENCE S14°45'35"E, ALONG THE SAID WESTERN RIGHT-OF-WAY LINE, 60.00'; THENCE LEAVING SAID WESTERN RIGHT-OF-WAY LINE RUN S75°18'20"W, 90.82' TO A POINT ON A NON RADIAL CURVE; RUN THENCE SOUTHWESTERLY, COUNTERCLOCKWISE, ALONG THE ARC OF SAID CURVE, 46.94'; SAID NON RADIAL CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 9°47'18", RADIUS OF 274.78' AND CHORD BEARING AND DISTANCE OF S70°24'34"W, 46.89'; RUN THENCE S65°31'03"W, 26.62'; RUN THENCE S20°31'04"W, 11.00'; RUN THENCE S65°31'03"W, 8.98' TO A POINT ON A NON RADIAL CURVE; RUN THENCE SOUTHWESTERLY, CLOCKWISE, ALONG THE ARC OF SAID CURVE, 10.99'; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 2°45'16", RADIUS OF 228.00' AND CHORD BEARING AND DISTANCE OF S66°52'11"W, 10.99'; RUN THENCE S68°13'16"W, 24.01'; RUN THENCE S19°08'14"E, 5.01'; RUN THENCE S68°13'16"W, 131.22' TO A POINT ON A NON RADIAL CURVE; RUN THENCE SOUTHWESTERLY, CLOCKWISE, ALONG THE ARC OF SAID CURVE, 11.15'; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 2°41'06", RADIUS OF 238.00' AND CHORD BEARING AND DISTANCE OF S69°33'49"W, 11.15'; RUN THENCE S70°54'22"W, 135.51' TO A POINT ON A NON RADIAL CURVE; RUN THENCE SOUTHWESTERLY, COUNTERCLOCKWISE, ALONG THE ARC OF SAID CURVE, 231.09'; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 24°00'57", RADIUS OF 551.33' AND CHORD BEARING AND DISTANCE OF S58°53'53"W, 229.41'; RUN THENCE S46°53'25"W, 77.93'; RUN THENCE S64°57'33"W, 45.14'; RUN THENCE S46°53'25"W, 18.92' TO A POINT ON A NON RADIAL CURVE; RUN THENCE SOUTHWESTERLY, CLOCKWISE, ALONG THE ARC OF SAID CURVE, 217.15'; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 49°12'20", RADIUS OF 252.85' AND CHORD BEARING AND DISTANCE OF S71°29'36"W, 210.54'; RUN THENCE S55°57'33"W, 154.37'; RUN THENCE S55°57'33"W, 60.89'; RUN THENCE N36°33'56"W, 232.12'; RUN THENCE N31°09'37"W, 294.09'; RUN THENCE N23°58'55"W, 959.20' TO THE POINT OF BEGINNING. CONTAINING 27.452 ACRES, MORE OR LESS

**EXHIBIT B**  
**ADDITIONAL PROPERTY**

**BOOK 1613 PAGE 766**

BEING SITUATED IN THE SW 1/4 OF SECTION 13 AND THE NW 1/4 OF SECTION 24, T7N-R1E, RIDGELAND, MADISON COUNTY, MISSISSIPPI AND BEING ALSO A PART OF LOTS 4 AND 5 OF BLOCK 7 OF HIGHLAND COLONY SUBDIVISION ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1" SQUARE IRON BAR MARKING THE SOUTHWEST CORNER OF AFORESAID SECTION 13 AND RUN THENCE N0°17'05"W, ALONG THE WEST BOUNDARY OF SAID SECTION 13, 1408.28' TO THE POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED; CONTINUE THENCE N0°17'05"W, ALONG THE WEST BOUNDARY OF SECTION 13, 14.07' TO THE SOUTHWEST CORNER OF THE PARKWAY MEMORIAL CEMETERY CORPORATION PROPERTY AS RECORDED IN DEEDBOOK 317 AT PAGE 311 OF THE CHANCERY RECORDS OF MADISON COUNTY, MISSISSIPPI; RUN THENCE N89°41'32"E, ALONG THE SOUTH BOUNDARY OF THE SAID PARKWAY MEMORIAL CEMETERY PROPERTY, 1776.33' TO THE WESTERN RIGHT-OF-WAY LINE OF HIGHLAND COLONY PARKWAY; RUN THENCE S0°50'56"E, ALONG THE WESTERN RIGHT-OF-WAY LINE OF SAID PARKWAY, 240.34' TO THE BEGINNING OF A CURVE; RUN THENCE SOUTHEASTERLY, COUNTERCLOCKWISE, ALONG THE ARC OF A CURVE IN THE WESTERN RIGHT-OF-WAY LINE, 435.64'; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 12°11'24", RADIUS OF 2047.64' AND CHORD BEARING AND DISTANCE OF S6°56'38"E, 434.82'; RUN THENCE S29°43'05"W, ALONG SAID WESTERN RIGHT-OF-WAY LINE, 44.14'; RUN THENCE S14°45'35"E, ALONG SAID RIGHT-OF-WAY LINE, 60.00'; RUN THENCE S59°14'15"E, ALONG SAID RIGHT-OF-WAY LINE, 44.14'; RUN THENCE SOUTHEASTERLY, COUNTERCLOCKWISE, ALONG THE ARC OF A CURVE IN THE SAID WESTERN RIGHT-OF-WAY LINE, 593.03'; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 16°38'59", RADIUS OF 2047.64' AND CHORD BEARING AND DISTANCE OF S24°48'20"E, 592.94'; RUN THENCE S9°37'36"W, ALONG SAID WESTERN RIGHT-OF-WAY LINE, 44.14'; RUN THENCE S34°51'04"E, ALONG SAID RIGHT-OF-WAY LINE, 60.00'; RUN THENCE S79°19'44"E, ALONG SAID RIGHT-OF-WAY LINE, 44.14'; RUN THENCE SOUTHEASTERLY, COUNTERCLOCKWISE, ALONG THE ARC OF A CURVE IN THE SAID WESTERN RIGHT-OF-WAY LINE, 219.06' TO THE POINT OF TANGENCY; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 6°07'46", RADIUS OF 2047.64' AND CHORD BEARING AND DISTANCE OF S39°38'13"E, 218.95'; RUN THENCE S42°42'06"E, ALONG THE SAID WESTERN RIGHT-OF-WAY LINE, 469.31'; RUN THENCE S2°17'54"W, ALONG SAID WESTERN RIGHT-OF-WAY LINE, 42.43'; RUN THENCE S42°42'06"E, ALONG SAID RIGHT-OF-WAY LINE, 60.00'; RUN THENCE S88°10'56"E, ALONG SAID RIGHT-OF-WAY LINE, 41.92'; RUN THENCE SOUTHEASTERLY, CLOCKWISE, ALONG THE ARC OF A CURVE IN THE SAID WESTERN RIGHT-OF-WAY LINE, 394.61'; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 15°17'04", RADIUS OF 1479.25' AND CHORD BEARING AND DISTANCE OF S34°22'10"E, 393.44'; THENCE LEAVING THE WESTERN RIGHT-OF-WAY LINE OF HIGHLAND COLONY PARKWAY, RUN S13°-26'49"W, 47.20'; RUN THENCE SOUTHWESTERLY, COUNTERCLOCKWISE, ALONG THE ARC OF A CURVE, 50.00' NORTHERLY OF AS MEASURED RADially FROM AND PARALLEL WITH THE NORTHWESTERN BOUNDARY OF THE DEPOSIT GUARANTY NATIONAL BANK PROPERTY, AS RECORDED IN DEEDBOOK 321 AT PAGE 404 AND DEEDBOOK 344 AT PAGE 153 OF THE AFORESAID CHANCERY RECORDS, 563.40' TO THE PRESENT (MARCH, 2000) NORTH RIGHT-OF-WAY LINE OF STEED ROAD, AS RECORDED IN DEEDBOOK 324 AT PAGE 448 OF THE AFORESAID CHANCERY RECORDS; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 57°56'06", RADIUS OF 557.18' AND CHORD BEARING AND DISTANCE OF S30°40'51"W, 539.70'; RUN THENCE N84°-46'34"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF STEED ROAD, 124.73'; RUN THENCE NORTHWESTERLY, CLOCKWISE, ALONG THE ARC OF A CURVE IN THE SAID NORTH RIGHT-OF-WAY LINE, 250.27' TO THE EAST BOUNDARY OF THE MARTIN L. ALMON ET UX PROPERTY, AS RECORDED IN DEEDBOOK 155 AT PAGE 713 OF THE AFORESAID CHANCERY RECORDS; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 2°31'13", RADIUS OF 5689.58' AND CHORD BEARING AND DISTANCE OF N79°47'54"W, 250.25'; RUN THENCE N0°18'00"E, ALONG THE EAST BOUNDARY OF THE ALMON PROPERTY, 346.01' TO THE NORTHEAST CORNER THEREOF; RUN THENCE N85°27'00"W, ALONG THE NORTH BOUNDARY OF THE ALMON PROPERTY, 243.00' TO THE NORTHWEST CORNER THEREOF; RUN THENCE S0°18'00"W, ALONG THE WEST BOUNDARY OF THE ALMON PROPERTY, 314.25' TO THE AFORESAID NORTH RIGHT-OF-WAY LINE OF STEED ROAD; RUN THENCE N71°43'51"W, ALONG THE SAID NORTH RIGHT-OF-WAY LINE, 158.44'; RUN THENCE NORTHWESTERLY, COUNTERCLOCKWISE, ALONG THE ARC OF A CURVE IN THE SAID NORTH RIGHT-OF-WAY LINE, 388.68'; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 3°51'12", RADIUS OF 5779.58' AND CHORD BEARING AND DISTANCE OF N76°19'02"W, 388.61'; RUN THENCE N66°56'44"W, ALONG SAID RIGHT-OF-WAY LINE, 50.99'; RUN THENCE N78°15'20"W, ALONG SAID RIGHT-OF-WAY LINE, 59.53' TO THE EAST BOUNDARY OF THE GLEN T. RAY ET UX PROPERTY, AS RECORDED IN DEEDBOOK 194 AT PAGE 174 OF THE AFORESAID CHANCERY RECORDS; RUN THENCE N1°15'18"W, ALONG THE EAST BOUNDARY OF THE RAY PROPERTY, 609.38' TO THE NORTHEAST CORNER THEREOF; RUN THENCE S89°38'42"W, ALONG THE NORTH BOUNDARY OF THE RAY PROPERTY, 326.17' TO THE CENTERLINE OF PURPLE CREEK; RUN THENCE NORTHWESTERLY, ALONG THE CENTERLINE OF SAID CREEK AND THE EASTERN BOUNDARY OF THE SAID GLEN T. RAY PROPERTY AND THE EASTERN BOUNDARY OF THE RITA F. KELLY PROPERTY, AS RECORDED IN DEEDBOOK 223 AT PAGE 326 OF THE AFORESAID CHANCERY RECORDS, THE FOLLOWING COURSES: N25°37'42"W, 91.87'; N27°59'58"W, 168.09'; N31°07'10"W, 162.14'; N34°15'59"W, 226.80'; N36°33'-56"W, 335.42'; N31°09'37"W, 294.09'; N23°58'55"W, 959.20' TO THE POINT OF BEGINNING.



204 Key Drive, Suite A  
Post Office Box 54  
Madison, MS 39130

(601) 856-5504  
Fax (601) 856-5508

**EXHIBIT B**  
**ADDITIONAL LAND**  
(Continued)

Together with the following described property:

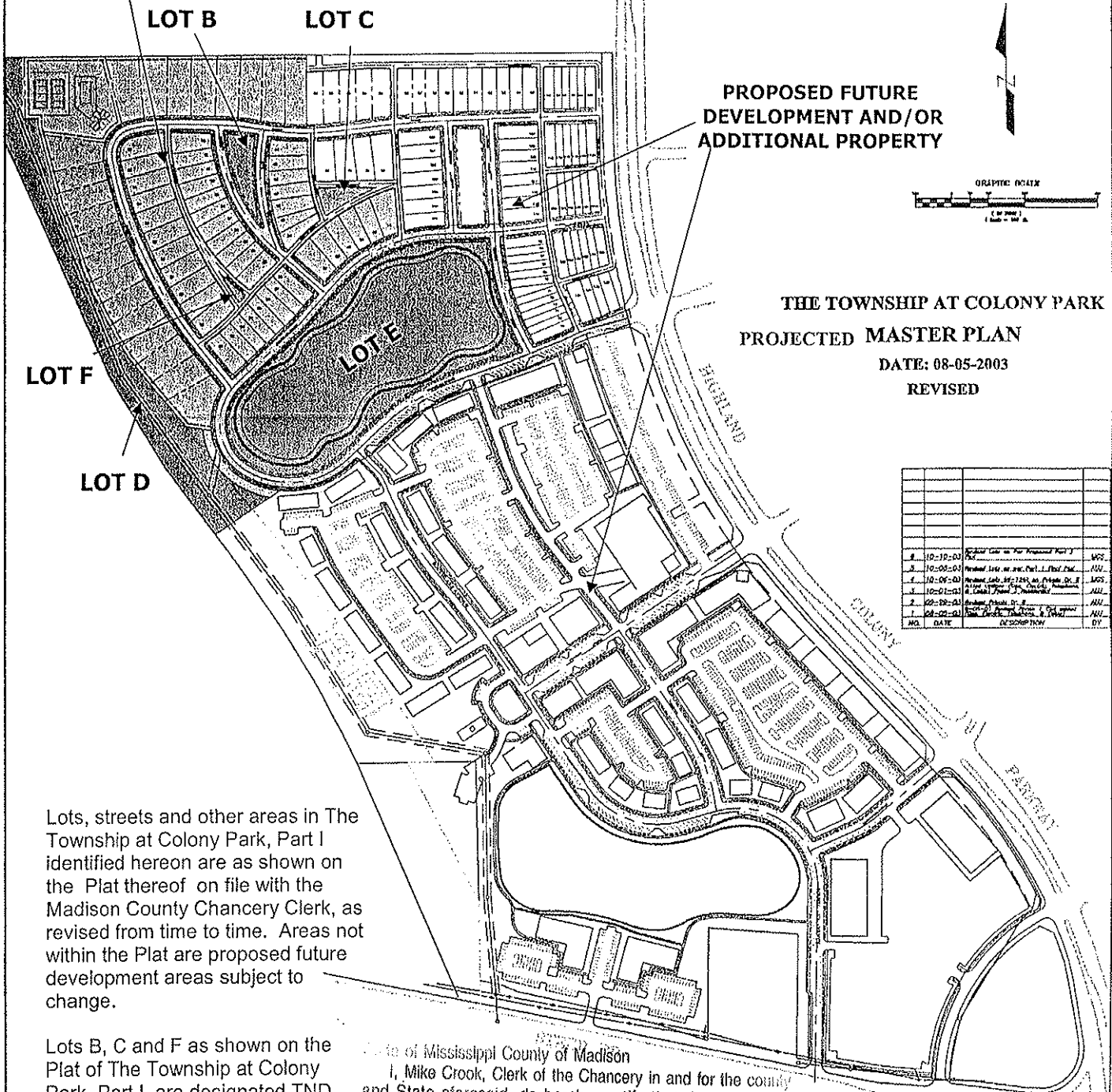
Being situated in the Northwest 1/4 of Section 24, Township 7 North, Range 1 East, Ridgeland, Madison County, Mississippi, all being more particularly described as follows:

Commence at a 1 inch iron bar marking the northwest corner of aforesaid Section 24, run thence South 546.69 feet to a point; thence run East 1065.01 feet to the East boundary of the Glen T. Ray et ux property, as recorded in Deed Book 194 at Page 174 of Chancery records of Madison County, Mississippi, and the point of beginning for the property herein described; thence North 89 degrees 38 minutes 42 seconds East along the North boundary of said Ray property 326.17 feet to an iron bar; thence South 01 degrees 15 minutes 18 seconds East 609.38 feet along the East boundary of said Ray property to an iron bar on the northern boundary of Steed Road; thence North 78 degrees 15 minutes 20 seconds West along the northern boundary of Steed Road, 40.00 feet to the center line of Purple Creek; thence North 26 degrees 37 minutes 36 seconds West, along said creek center line 670.15 feet to the point of beginning.

Less and except the property described on *Exhibit A* of the Declaration

THE TOWNSHIP AT COLONY PARK  
PART I

EXHIBIT "C"



Lots, streets and other areas in The Township at Colony Park, Part I identified hereon are as shown on the Plat thereof on file with the Madison County Chancery Clerk, as revised from time to time. Areas not within the Plat are proposed future development areas subject to change.

Lots B, C and F as shown on the Plat of The Township at Colony Park, Part I, are designated TND Common Areas for use by TND members only. Lots E and D as shown on the Plat of the Township at Colony Park, Part I, are designated as TND Common Areas, subject to use by CBD members as provided in the Declaration to which this Exhibit is attached.

I, Mike Crook, Clerk of the Chancery in and for the county and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of COVENANTS as fully and completely as same appears and remains of record in Book 1613 Page 767 or Cause No. 100 thereof, of the records now on file in my office. Given under my hand and seal of office this the 17 day of NOV. 2003 Mike Crook, Chancery Clerk.

*Mike Crook*

This Master Plan includes areas which may or may not be developed in the future and may be amended or revised from time to time by Declarant.

MADISON COUNTY MS This instrument was filed for record 2003, OCT. 17, at 9:30 AM

Book 1613 Page 725  
MIKE CROOK, CHANCERY CLERK

BY: *MC* D.C.

Prepared by:  
Paul L. Gunn  
Watkins & Eager PLLC  
400 East Capitol Street, Suite 300 (39201)  
Post Office Box 650  
Jackson, Mississippi 39205  
601-965-1264

Indexing Instructions:

438807

ORIGINAL

STATE OF MISSISSIPPI  
COUNTY OF MADISON

**FIRST AMENDMENT AND SUPPLEMENT TO  
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE TOWNSHIP AT COLONY PARK  
TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND)**

THIS FIRST AMENDMENT AND SUPPLEMENT is made as of this the 6th day of May 2004, by The Township Land Company, LLC, a Mississippi limited liability company, the Declarant herein, and in that certain Declaration of Covenants, Conditions and Restrictions for The Township at Colony Park Traditional Neighborhood Development (TND) dated October 28, 2003, and recorded in the office of the Chancery Clerk of Madison County, Mississippi in Book 1613 at Page 725 (the "Declaration").

WHEREAS, the Declarant, pursuant to the provisions of Article II of the Declaration, as amended, desires to annex a portion of the additional property described in *Exhibit B* to the Declaration and to make said property subject to the provisions, covenants, conditions, restrictions, easements, charges, and liens set forth in the Declaration; and

WHEREAS, Declarant will cause a portion of the additional property as described in *Exhibit A* hereto, and by reference made a part hereof, to be subdivided as an additional phase of The Township at Colony Park Traditional Neighborhood Development (TND); and

WHEREAS, Declarant, pursuant to the provisions of Section 15.02 of the Declaration, desires to amend certain provisions of the Declaration.

NOW, THEREFORE, Declarant does hereby annex the property described in *Exhibit A* attached hereto and made a part hereof, to the Property subject to the Declaration, and declares that the property described in *Exhibit A* hereto and all Lots and Common Areas and Common Facilities now or hereafter to be platted or subdivided thereon, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. The following provisions that shall be applicable to all TND Townhouses (as defined in the TND Ordinance adopted by the City of Ridgeland, Mississippi, as defined in the Declaration) located on the Property subject to the Declaration are hereby added to the Declaration as Article XVII:

## ARTICLE XVII

### TND TOWNHOUSES

Section 17.01 Insurance. In addition to the insurance requirements set forth in the Declaration, in order to further guarantee the repair and reconstruction of the improvements in the event of loss or damage as set forth in Section 7.02 of the Declaration, each Owner's insurance policy for TND Townhouses shall carry a special endorsement naming the other Owners in the TND Townhouse Dwelling as an additional insured as their interest may appear, in the building property coverage only; each Owner's extended coverage hazard policy shall contain a waiver of subrogation clause; and each Owner shall furnish the Association with a copy of such policy. The Board of Directors shall, in its sole discretion, have the right to require the Owners of TND Townhouse unit(s) within a TND Townhouse Dwelling to maintain such hazard insurance policy with a common carrier or insurance company. In addition thereto, each Owner does, by the acceptance of a deed for a TND Townhouse property, irrevocably constitute and appoint the Board of Directors as their true and lawful attorney, coupled with an interest, in their name, place and stead for the purpose of accomplishing the repair or reconstruction of the improvements and Dwelling in the event the Owner fails or refuses to carry out any of the provisions contained herein or in the Declaration. If insurance proceeds are insufficient to cover the cost of the repair or reconstruction of the Dwelling and improvements, then the Board of Directors may pay the excess, and the cost thereof shall become a part of the Assessment to which the Lot is subject.

Section 17.02 Party Walls – TND Townhouses. Each wall which is built as part of the original construction of each TND Townhouse Dwelling unit(s) upon the Property and placed on the dividing line between the Lots or individual TND

Townhouses shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 17.03 Maintenance. A party wall may be erected for the benefit of the Owner of the TND Townhouse Dwelling unit or site on either side of the center line of such wall, and, in such event, each such Owner shall maintain that portion of such party wall or party walls within the boundaries of their TND Townhouse Dwelling unit or site at all times in good order and repair, and no party wall, its footings or any portion thereof, shall be removed, damaged, injured or destroyed, nor shall the same be altered, added to, enlarged or extended except only for the purpose of maintaining or repairing the same, unless upon the prior consent of the Board of Directors and the Owner of the adjoining TND Townhouse Dwelling unit(s). In the event of the failure of any Owner to properly maintain the party wall, the Board of Directors may authorize the performance of all works of maintenance, restoration and repair as may be necessary in its sole discretion, and add the cost thereof to the Assessment to which said Owner's Lot or individual TND Townhouse is subject.

Section 17.04 Destruction by Fire, Casualty of Other Circumstance. If a party wall is destroyed or damaged by fire, casualty or other circumstance, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owners of such TND Townhouse Dwelling under any rule of law regarding liability for negligent or willful acts or omissions.

Section 17.05 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act caused the party wall or roof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 17.06 Roofs. Each Owner agrees to maintain the roof above their TND Townhouse unit at all times in good order and repair. The Owner of each TND Townhouse unit shall be responsible for incidental and minor repairs to the roof above their TND Townhouse unit. Major repair or replacement of a roof over an entire TND Townhouse Dwelling consisting of more than one (1) individual TND Townhouse unit(s) whether caused by normal wear and tear or fire or other casualty, may be repaired or replaced by any Owner of such TND Townhouse Dwelling unit, and the other Owners thereof shall contribute to the cost of repair, replacement and restoration thereof in direct proportion to the square footage of roof area above such Owner's TND Townhouse Dwelling unit measured from the center line of any party walls; however, subject to the right of any such Owner to call for a larger contribution from the other Owners of such TND Townhouse Dwelling unit under any rule of law regarding liability for negligent or willful acts or omissions. In the event of the failure of any Owner of a TND Townhouse unit to properly maintain the roof, the Board of Directors may authorize the performance of all works of maintenance, restoration and repair as may be necessary in its sole discretion and add the cost thereof to the



Assessment to which said Owner's Lot or individual TND Townhouse unit is subject.

Section 17.07 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 17.08 Arbitration. In the event of any dispute arising concerning maintenance, a party wall or roof, or under the provisions of this Article, each party shall choose one additional arbitrator, who may or may not be an Owner, and the decision shall be by a majority of all the arbitrators. Should any party refuse to choose an arbitrator within ten days (10) after written request therefor, the Board of Directors shall select an arbitrator for the refusing party from among the Owners of the TND Townhouses.

Section 17.09 Assessment for Repair. In the event that any responsible party should fail to pay for such maintenance, repair or re-erection of their proportionate share of maintenance, a party wall or roof as provided herein (whether such maintenance, repair or re-erection was done or caused to be done by the responsible party or the Board of Directors), the Lot and TND Townhouse Dwelling unit of the responsible party or parties shall be subject to and the Board of Directors shall fix and establish a special Assessment for the payment of such costs as provided in Articles V and VI of the Declaration.

Section 17.10 Easement. In the event that there shall be located within any party wall pipes, vents, outlets, utilities or other structures serving more than one TND Townhouse Dwelling unit(s) or site and for roofs serving more than one TND Townhouse Dwelling unit(s), the Owner of each TND Townhouse Dwelling unit(s) or site so served shall have and enjoy a perpetual easement for the maintenance, repair, replacement and use of any such pipe, vent, outlet, utilities or other structure, including, but not limited to, gas lines, electrical lines, telephone, television, cable, computer lines, water and storm lines and of any roof or roof appurtenances of the TND Townhouse Dwelling unit(s).

Section 17.11 Foundations. Should the foundation or footings supporting any party wall be damaged or destroyed from fire, casualty or other circumstance, the repair and restoration thereof shall be in accordance with this Article XVII.

Section 17.12 Construction Easements. Each Lot upon which is located a TND Townhouse Dwelling unit shall be subject to a perpetual easement for encroachments created by construction, settling, roofs and overhangs, as designed or constructed. In the event a TND Townhouse Dwelling containing two or more residences is partially or totally destroyed or replaced, and rebuilt, the Owners so affected agree that minor encroachments of parts of the adjacent TND Townhouse Dwellings due to construction shall be permitted and that a valid easement for said encroachment and the construction, repair, replacement and maintenance thereof shall exist.

Section 17.13 Ingress and Egress by Lot Owner. In any case in which a party wall of an Owner's TND Townhouse Dwelling unit is built upon their Lot line

and does not constitute a common wall with the TND Townhouse Dwelling unit built on the adjoining unit, but rather overlooks a patio or other open space on such adjoining Lot, such Owner shall have an easement, which is hereby reserved by Declarant in its behalf, and for each Owner over and upon the adjoining Lot for the maintenance and repair of such wall, the roof over same, or any pipes, vents, outlets, plumbing or utility lines within it; provided that any such entry upon the adjoining Lot shall be made with as little inconvenience to the Owner thereof as practical, and any damage caused thereby shall be repaired at the expense of the Owner using this easement.

Section 17.14 Lease of a Townhouse. No Lot Owner shall lease a TND Townhouse Dwelling unit or interest therein for a period of less than 12 months. The Declarant shall not be subject to this Section 17.14 of this Article in the sale or lease of any TND Townhouse. Any such lease shall be in writing and provide that "the lease is subject to the terms of the Declaration, as amended, and the failure of the lessee to comply with the terms of the Declaration shall constitute a default under the lease."

Section 17.15 Townhouse Units. Certain Lots that may be used for TND Townhouses may be conveyed or platted as a "Block" containing one or more Lots upon which TND Townhouse Dwelling unit(s) are to be constructed as set forth in the deed of conveyance therefor. Each Lot within a Block shall be subject to the terms, provisions and Assessments herein regardless of the number of TND Townhouse Dwelling units thereon. The Owner of a Block of Lots upon which TND Townhouse Dwelling units are to be constructed shall be entitled to one (1) vote for each Lot within such Block; provided, however, upon improvement of the Block with TND Townhouse Dwelling units, the total votes for such Block shall be limited to the number of TND Townhouse Dwelling units in the Block. A Block containing more than one (1) TND Townhouse Lot may be subdivided into parcels or Lots as provided in the deed of conveyance, provided no more than one (1) TND Townhouse Dwelling unit shall be constructed or permitted on each Lot unless otherwise approved by the Declarant or the Architectural Review Committee. The Declarant or any Owner of any Lot upon which a TND Townhouse Dwelling unit is to be constructed may convey the Lot and TND Townhouse Dwelling unit by a metes and bounds legal description and each parcel so conveyed shall be designated as a Lot hereunder and be subject to all the terms, provisions and Assessments hereof.

2. Section 9.01(d) of the Declaration is hereby amended to add the following sentence at the end of such Section:

Any and all costs and expenses incurred by the Association hereunder or under Section 5.02 of the Declaration, including any loan or debt service costs and expenses, shall be a maintenance Assessment as provided under Section 5.02 herein.

Except as amended hereby, the Declaration as herein amended remains in full force and effect, unchanged and unaltered hereby.

B1778P 367

WITNESS THE SIGNATURE of the Declarant on the day and year first above written.

*[Execution occurs on following page.]*

EXECUTION PAGE FOR FIRST AMENDMENT AND SUPPLEMENT TO  
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE TOWNSHIP AT COLONY PARK  
TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND)

**THE TOWNSHIP LAND COMPANY, LLC,**  
**a Mississippi limited liability company**

By: \_\_\_\_\_

CLINTON G. HERRING, JR.  
Member/Manager

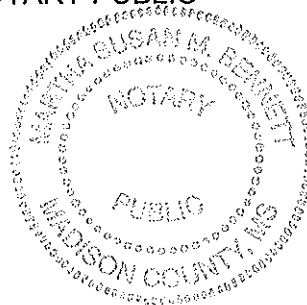
STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 6th day of May 2004, within my jurisdiction, the within named *Clinton G. Herring, Jr.*, who acknowledged that he is Member/Manager of The Township Land Company, LLC, a manager-managed Mississippi limited liability company, and that in said representation capacity and as its act and deed, he executed the above and foregoing instrument, after having first been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires

Notary Public State of Mississippi At Large  
My Commission Expires: April 27, 2008  
Bonded Thru Heiden, Brooks & Garland, Inc.



## EXHIBIT "A"

A TRACT OF LAND CONTAINING 10.589 ACRES SITUATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 13, T7N-R1E, RIDGELAND, MADISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON BAR MARKING THE SOUTHWEST CORNER OF AFORESAID SECTION 13 AND RUN NORTH 00 DEGREES 17 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 1408.28 FEET; CONTINUE THENCE NORTH 00 DEGREES 17 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 14.07 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 932.15 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 89 DEGREES 41 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 844.18 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF HIGHLAND COLONY PARKWAY; THENCE SOUTH 00 DEGREES 50 MINUTES 56 SECONDS EAST ALONG SAID WESTERN RIGHT-OF-WAY LINE FOR A DISTANCE 240.34 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE SOUTHERLY, COUNTERCLOCKWISE ALONG THE ARC OF SAID CURVE ON THE WESTERN RIGHT-OF-WAY LINE FOR A DISTANCE OF 435.64 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 12 DEGREES 11 MINUTES 24 SECONDS, A RADIUS OF 2047.64 FEET AND A CHORD BEARING OF SOUTH 06 DEGREES 56 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 434.82 FEET; THENCE SOUTH 29 DEGREES 42 MINUTES 51 SECONDS WEST ALONG SAID WESTERN RIGHT-OF-WAY LINE FOR A DISTANCE OF 44.15 FEET TO THE NORTHEAST CORNER OF THE TOWNSHIP AT COLONY PARK, PART 1, AS RECORDED IN PLAT CABINET D AT SLIDE 139 IN THE OFFICE OF THE CHANCERY CLERK OF MADISON COUNTY, MISSISSIPPI; RUN ALONG SAID SUBDIVISION THE FOLLOWING COURSES: SOUTH 66 DEGREES 40 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 91.79 FEET TO A NON RADIAL CURVE; THENCE SOUTHWESTERLY, COUNTERCLOCKWISE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 34.23 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 06 DEGREES 06 MINUTES 35 SECONDS, A RADIUS OF 321.00 FEET AND A CHORD BEARING OF SOUTH 72 DEGREES 15 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 34.21 FEET; THENCE SOUTH 66 DEGREES 52 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 27.99 FEET; THENCE SOUTH 65 DEGREES 31 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 35.99 FEET TO A NON RADIAL CURVE; THENCE SOUTHWESTERLY, CLOCKWISE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 8.45 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 02 DEGREES 42 MINUTES 12 SECONDS, A RADIUS OF 179.00 FEET, AND A CHORD BEARING OF SOUTH 66 DEGREES

52 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 8.45 FEET; THENCE SOUTH 68 DEGREES 13 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 72.12 FEET; THENCE NORTHERLY, CLOCKWISE ALONG THE ARC OF A CURVE FOR A DISTANCE OF 304.63 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 32 MINUTES 10 SECONDS, A RADIUS OF 683.50 FEET, AND A CHORD BEARING OF NORTH 16 DEGREES 23 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 302.11 FEET; THENCE NORTH 03 DEGREES 16 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 44.03 FEET; THENCE WESTERLY, CLOCKWISE ALONG THE ARC OF A CURVE FOR A DISTANCE OF 7.74 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 00 DEGREES 27 MINUTES 13 SECONDS, A RADIUS OF 978.02 FEET, AND A CHORD BEARING OF SOUTH 85 DEGREES 02 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 7.74 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 33.23 FEET TO A NON RADIAL CURVE; THENCE WESTERLY, COUNTERCLOCKWISE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.98 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 01 DEGREES 38 MINUTES 33 SECONDS, A RADIUS OF 976.02 FEET, AND A CHORD BEARING OF SOUTH 88 DEGREES 00 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 27.98 FEET; THENCE SOUTH 88 DEGREES 49 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 101.98 FEET TO A NON RADIAL CURVE; THENCE WESTERLY, COUNTERCLOCKWISE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 98.88 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 13 DEGREES 23 MINUTES 20 SECONDS, A RADIUS OF 423.13 FEET, AND A CHORD BEARING OF SOUTH 82 DEGREES 08 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 98.65 FEET; THENCE NORTH 04 DEGREES 41 MINUTES 52 SECONDS WEST FOR A DISTANCE 144.07 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 232.75 FEET; THENCE NORTHERLY, CLOCKWISE ALONG THE ARC OF A CURVE FOR A DISTANCE OF 71.92 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 09 DEGREES 01 MINUTES 03 SECONDS, A RADIUS OF 456.98 FEET, AND A CHORD BEARING OF NORTH 03 DEGREES 58 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 71.85 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 62.44 FEET; THENCE NORTH 00 DEGREES 37 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 24.36 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 19.96 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 194.50 FEET TO THE POINT OF BEGINNING.

MADISON COUNTY MS This instrument was  
filed for record 2004, MAY 6, at 9:50A.M.

Book 1778 Page 362  
ARTHUR JOHNSTON, C. C.

BY:  D.C.



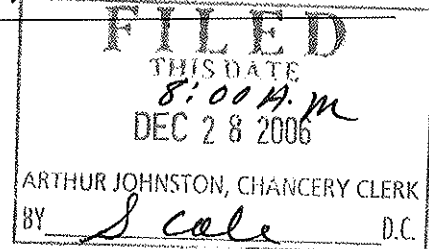
Prepared by:  
Paul L. Gunn  
Watkins & Eager PLLC  
400 East Capitol Street, Suite 300 (39201)  
Post Office Box 650  
Jackson, Mississippi 39205  
601-965-1264

Indexing Instructions:

ORIGINAL

*Book 2137 Page 81-83*

STATE OF MISSISSIPPI  
COUNTY OF MADISON



**SECOND AMENDMENT TO  
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE TOWNSHIP AT COLONY PARK  
TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND)**

THIS SECOND AMENDMENT is made as of this the 28 day of December 2006, by The Township Land Company, LLC, a Mississippi limited liability company, the Declarant herein, and in that certain Declaration of Covenants, Conditions and Restrictions for The Township at Colony Park Traditional Neighborhood Development (TND) dated October 17, 2003, and recorded in the office of the Chancery Clerk of Madison County, Mississippi in Book 1613 at Page 725, as amended by First Amendment and Supplement dated May 6, 2004 recorded in Book 1778 at Page 362 in said Clerk's office (jointly, the "Declaration").

WHEREAS, Declarant, pursuant to the provisions of Section 15.02 of the Declaration, desires to amend certain provisions of the Declaration.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. Section 12.09 Pets of the Declaration is hereby replaced and substituted in full with the following Section 12.09 Pets:

No more than two household pets, including domestic dogs, cats, birds or other household pets for non-commercial purposes and which are kept in Dwellings or Lots and are not a source of annoyance or a nuisance to the Property or any Member; unless otherwise approved by the Board of Directors. The Board of

Directors shall have the right, but not the obligation, to prohibit or bar certain dogs or breeds of dogs or other pets from any Lot or Dwelling or other structure on the Lot or any portion of the Property. Pets shall be attended at all times and shall be registered, licensed and inoculated as required by law. Pets shall not be permitted upon or in the Common Areas and Common Facilities unless accompanied by an adult individual and either carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets from time to time as considered necessary or appropriate, including regulations increasing or decreasing the pet number restrictions based upon sizes, types of pets involved and other relevant factors, or more restrictive "leash" and/or waste removal regulations or regulations in general.

2. Section 12.10 is amended by adding the following provisions thereto:

No Lot or Owner shall allow excessive parking of motor vehicles that would create a nuisance (see Section 12.12) or otherwise. The Association hereby reserves the right to promulgate rules, including but not limited to, controlling on-street and off-street parking.

Except as amended hereby, the Declaration as herein amended remains in full force and effect, unchanged and unaltered hereby.

WITNESS THE SIGNATURE of the Declarant on the day and year first above written.

*[Execution occurs on following page.]*



EXECUTION PAGE FOR SECOND AMENDMENT TO  
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE TOWNSHIP AT COLONY PARK  
TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND)

**THE TOWNSHIP LAND COMPANY, LLC,**  
*a Mississippi limited liability company*

By: \_\_\_\_\_

CLINTON G. HERRING, JR.  
Member/Manager

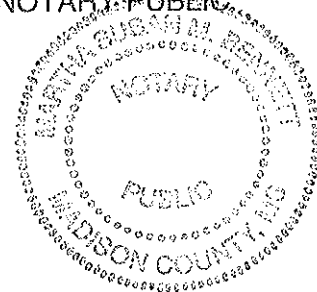
STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 27th day of December 2006, within my jurisdiction, the within named *Clinton G. Herring, Jr.*, who acknowledged that he is Member/Manager of The Township Land Company, LLC, a manager-managed Mississippi limited liability company, and that in said representation capacity and as its act and deed, he executed the above and foregoing instrument, after having first been duly authorized so to do.

*Martha Susan Bennett*  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires

Notary Public State of Mississippi At Large  
My Commission Expires: April 27, 2008  
Bonded Thru Heiden, Brooks & Garland, Inc.



**GENERAL PROVISIONS**

Section 15.01. Duration. This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owners of any land subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns, until January 1, 2053. After such date this Declaration shall be automatically extended for successive periods of ten years unless a Supplement signed by the Owners of a majority of the Lots has been properly filed for record to abolish or terminate all or a substantial portion of this Declaration at least one year prior to the effective date of such abolishment or termination.

Section 15.02. Amendments. Notwithstanding Section 15.01 this Declaration may be amended, modified and/or changed either (i) by the Declarant properly filing for record a Supplement prior to December 31, 2013 or thereafter (ii) by a Supplement properly filed for record and executed by the Members of at least 51% of the combined votes of the Members.

Section 15.03. Interpretation. The provision of this Declaration shall be construed to implement the purpose of the creation of a uniform plan for the development of the Property.

Section 15.04. Severability. Invalidity of any provision of this Declaration by judgment or court order shall not affect any other provisions of this Declaration which shall remain in full force and effect.

Section 15.05. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 15.06. Notices to Owner. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the Person who appears as Owner on the records of the Association or, if applicable, the Declarant at the time of such notice is mailed.

Section 15.07. Successors of Declarant. All or any portion of any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant under this Declaration may be assigned and transferred exclusively by the Declarant or a nominee may be appointed by Declarant, all with or without notice to the Association.

Section 15.08. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot or interest in a Lot, any deed or assignment purporting to such transfer shall contain a provision incorporating the provisions of this Declaration by reference.

Section 15.09. No Dedication to Public Use. No provision of this Declaration shall be construed as a dedication to public use of or as an acceptance for maintenance of any Common Areas and Common Facilities by any public agency of authority or by any utility or shall be interpreted as imposing upon any public agency or authority or any utility any responsibility or liability for the maintenance or operation of any portion of the Common Areas and Common Facilities.

Section 15.10. Notice to and Rights of Eligible Mortgage Holders. The Association shall promptly notify any Eligible Mortgage Holder on any Lot for which any Assessment remains delinquent for at least 60 days, and the Association shall promptly notify the holder of the Mortgage on any Lot for which there is default by the Owner with respect to performance of any other obligation or duty under this Declaration which remains uncured for at least 60 days following the date of such default and each Owner hereby consents to such notices. Any failure to give any such notice shall not affect the validity of priority of any Mortgage on any Lot, and the protection provided in this Declaration to any Eligible Mortgage Holder on any Lot shall not be altered, modified or diminished by reason of such failure, nor shall any such failure affect the validity of the lien of any Assessment or affect any of the priorities for liens as specified in Article V.

No suit or other proceeding may be brought to foreclosure the lien for any Assessment levied pursuant to this Declaration, except after 10 days written notice to any Eligible Mortgage Holder holding a Mortgage encumbering the Lot which is the subject matter of such suit or proceeding.

Any holder of a Mortgage of any Lot may pay any taxes, rents, utility charges or other charges levied against the Common Area and Common Facilities which are in default and not cured after ten (10) days written notice and which may or have become a charge or lien against any of the Common Area and Common Facilities and may pay any overdue premiums on any hazard or liability insurance policy, or secure new hazard or liability insurance coverage on the lapse of any policy, relating to the Common Area and Common Facilities. Any holder of a Mortgage who advances any such payment shall be due reimbursement of the advanced amount from the Association.

Section 15.11. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended to limit or enlarge the terms and provisions of this Declaration. Whenever the context requires, the male shall include all genders and singular shall include the plural.

Section 15.12. Exhibits. All Exhibits which are referred to in this Declaration are made a part of and incorporated into this Declaration by reference.

## ARTICLE XVI.

### DECLARANT'S RIGHTS AND RESERVATIONS

Section 16.01. Declarant's Rights and Reservations. No provisions in the Articles, the Bylaws or this Declaration shall limit, and no Owner or the Association shall interfere with, the right