

AMENDMENT

WHEREAS, on October 17, 1980, SUMMERTREE LAND COMPANY, LIMITED executed a Declaration of Covenants and Restrictions for the Village of Woodgreen which is recorded in Book 476 at Page 597 in the Office of the Chancery Clerk of Madison County, Mississippi,

WHEREAS, as a result of certain requirements of the Veterans Administration and other lending agencies, certain administrative amendments were required and have been made and a new, amended and restated Declaration of Covenants and Restrictions of the Village of Woodgreen was executed on the 24th day of July, 1981, by Summertree Land Company, Limited, a Mississippi limited partnership, who is the developer and the declarant hereunder.

WHEREAS, the restatement of Declaration of Covenants and Restrictions for the Village of Woodgreen was recorded in Book 490 at Page 351,

WHEREAS, same was ratified by all of the outstanding owners of the properties located in said Village,

WHEREAS, Summertree Land Company Limited, a Mississippi limited partnership, hereinafter called the Developer or the Declarant, desires to amend said Declaration of Covenants, only as such pertain to the Village of Woodgreen, Part 3, as is particularly described on Exhibit "A" hereto,

WHEREAS, the developer is the sole owner of the property described on Exhibit "A" and desires to add additional covenants to said properties in addition to those already on said property under the amended and restated Declaration of Covenants and Restrictions of the Village of Woodgreen which are recorded in Book 490 at Page 351.

NOW, THEREFORE, the developer declares that the property is, and shall be held, transferred, sold and conveyed and occupied subject to the covenants, restrictions, easements, charges and liens which are set forth in the amended and restated Declaration of Covenants and Restrictions of the Village of Woodgreen dated July 24, 1981, and recorded in Book 490 at Page 351 in the Office of the Chancery Clerk of Madison County, Mississippi.

The property which is described on Exhibit "A" hereto is hereby subject, in addition to the above described covenants and conditions, to the following covenants and restrictions:

1. Party Wall. Upon construction of the various dwellings on the lots in Village of Woodgreen Part 3, such dwelling units shall have common walls which shall be known as "party walls". Each and every wall which is adjacent to any other wall of any other dwelling unit located on any other lot shall be known as a "party wall".

Each lot line as shown on any Plat for Village of Woodgreen Part 3, which is recorded at the Chancery Clerk's office of Madison County, that is adjacent to another lot shall be considered the Party wall line.

When such walls are erected, they shall be and remain a party wall between each of the owners of each lot and their respective heirs and assigns forever, and each party may use their side of the party wall in such manner and to such extent for them in the use of their dwelling upon said lot.

2. Damage to Party Wall. In the event of damage or destruction of said wall for any other cause other than the negligence of either party thereto, the then owners shall, at joint expense, repair or rebuild said wall, and each party, his successors and assigns, shall have the right to the full use of said wall, so repaired or rebuilt. If either party's negligence shall cause damage to or the destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share or all of such costs, in the case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay for the amount of such defaulting party's share to repair or replacement cost.

3. Drilling through Party Walls. Either party shall have the right to break through the party walls for the purpose of repairing or restoring sewage, water, utilities, subject to the obligation to restore said wall to its previous structural condition at his own expense and the payment to any adjoining landowner any damages negligently caused thereby.

4. Construction of the Dwelling Unit. No dwelling located on said premises shall at any time extend beyond two (2) stories in height and in the event of destruction of said multiple dwelling unit or any portion thereof, the dwelling so destroyed shall be restored at the expense of the individual unit owner, unless caused by the negligence of a party other than the owner. Such negligent party shall bear the burden of the cost of such destruction and restoration. The restoring of any dwelling shall be according to a uniform architectural plan and approved by the Architectural Control Committee for the Village of Woodgreen.

5. Easement. Neither party shall alter or change said party walls in any manner, interior decoration excepted. Said party walls shall always remain in the same location as when erected and each party to said common or division wall shall have a perpetual easement in that part of the premises or the other premises in which said party wall is located for party wall purposes.

6. Covenants running with the Land. Easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a Deed to any lot in said multiple unit shall be deemed to accept said Deed with the understanding that each and every other purchaser is also bound by the provisions herein contained and each and every purchaser, by accepting the Deed to any lot, shall hereby consent and agree to be bound by the Covenants herein contained to the same extent as though he had signed this instrument. The undersigned, in executing and delivering Deeds to said lot shall insert in said conveyances by reference that the same are made subject to the terms, conditions, reservations and covenants herein contained designating Book and Page of record of which this instrument and the attached Plat are recorded.

7. Maintenance. Each owner shall pay to the Village of Woodgreen Homeowners Association additional assessments which shall be used exclusively for the maintenance and replacement as needed, of the roofs and parking lots, and for the painting of the exterior of all dwelling units located in the Village of Woodgreen, Part 3. These additional assessments shall be collected at least as often as annually but may be collected monthly by the mortgagee/lender if

required. These assessments shall be held in an interest bearing account for and in behalf of the Village of Woodgreen Homeowners Association and if collected by the Mortgagee-Lender, remitted annually with interest to the Homeowners Association. The funds received by the Homeowners Association may be used only for the three specified uses described above and no other use. The Homeowners Association shall make these assessments annually after reviewing all costs of prior years and related items and shall notify each owner in writing of his assessment for these items. This assessment shall be in addition to the regular assessment made to all of the homeowners in the Village of Woodgreen and the assessment for landscaping and/or yard maintenance, for the Village of Woodgreen, Part 3.

8. Deeds. Each deed conveying property in Part 3 shall reference these covenants and party wall agreement.

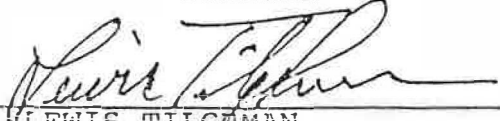
9. Insurance. Each site owner shall maintain the necessary insurance to insure the party wall and the dwelling itself, including the walls and roofs.

10. Prior Covenants. All of the remaining covenants and restrictions of the Village of Woodgreen as recorded in Book 490, Page 351 in the Office of the Chancery Clerk of Madison County shall remain in full force and effect.

11. Joinder. Summertree Land Company, Ltd. has agreed to convey the property described on Exhibit "A" hereto to H. C. Bailey, Jr. and William C. Bailey who in turn have agreed to convey this property to Security Savings & Loan Association, a Mississippi corporation. H. C. Bailey, Jr. and William C. Bailey and Security Savings & Loan Association have each joined in these covenants to evidence their consent and approval thereof.

SUMMERTREE LAND COMPANY, LIMITED  
a Mississippi limited partnership,

BY: MADISON HILLS FARM, INC.,  
GENERAL PARTNER

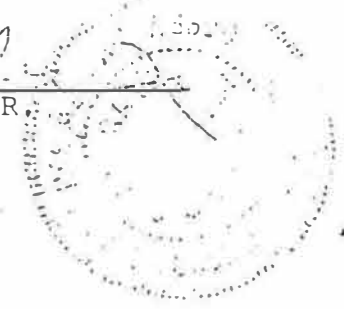
BY:   
LEWIS TILGMAN,  
VICE PRESIDENT

H. C. Bailey, Jr.  
H. C. BAILEY, JR.

William C. Bailey  
WILLIAM C. BAILEY

SECURITY SAVINGS & LOAN ASSOCIATION

BY: H. C. Bailey, Jr.  
H. C. BAILEY, JR.  
PRESIDENT



ATTEST:

Alice C. Hamil  
ALICE C. HAMIL, SECRETARY

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED before me, the undersigned authority, in and for the above County and State, LEWIS TILGHMAN, VICE PRESIDENT OF MADISON HILLS FARM, INC., the General Partner of SUMMERTREE LAND COMPANY, LIMITED, a Mississippi limited partnership, who, after being duly authorized, stated that he signed and delivered the above and foregoing instrument on the day and year therein stated as the Corporation's act and deed.

GIVEN UNDER MY HAND and Official Seal of Office, this the 27th day of July, 1982.

Marion Williams Holston  
NOTARY PUBLIC

My Commission Expires: April 23, 1983

STATE OF MISSISSIPPI

COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, H. C. BAILEY, JR., who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein written.

GIVEN under my hand and official seal, this the 30<sup>th</sup> day of July, 1982.

Alice C. Hamil  
Notary Public

My Commission Expires: My Commission Expires Dec. 10, 1985

STATE OF MISSISSIPPI

COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, WILLIAM C. BAILEY, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein written.

GIVEN under my hand and official seal, this the 2<sup>nd</sup> day of July, 1982.

Marion Dawn Tolson  
Notary Public

My Commission Expires: My Commission Expires April 23, 1985

STATE OF MISSISSIPPI

COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, H. C. BAILEY, JR. AND ALICE C. HAMIL, who as President and Secretary, respectively of SECURITY SAVINGS & LOAN ASSOCIATION, a corporation, acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein written, as the act and deed of said corporation, being first duly authorized to do so.

GIVEN under my hand and official seal, this the 30<sup>th</sup> day of July, 1982.

Miss Beauchamp  
Notary Public

My Commission Expires: 7/2/84

A tract of land described as Village of Woodgreen Part 3, situated in the SW $\frac{1}{4}$  of Section 6, T7N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commencing at an iron pin set in concrete marking the NE corner of the SW $\frac{1}{4}$  of Section 6, run thence S 89° 14' 45" E a distance of 33.22 feet to a concrete monument on the Southern R.O.W. line of a Texas Eastern Corp. Pipeline; thence S 39° 14' 00" W along said R.O.W. line a distance of 1,000.79 feet to a concrete monument; thence S 59° 12' 30" W along said R.O.W. line a distance of 1,502.41 feet to a concrete monument on the Western R.O.W. line of Woodgreen Drive, and the POINT OF BEGINNING of the tract herein described; thence

S 29° 07' 03" E along the Western R.O.W. line of said drive a distance of 299.43 feet to an iron pin and the P.C. of a curve; thence

Southerly along the arc of said curve to the right, having a radius of 601.71 feet, a distance of 265.11 feet, to an iron pin; thence

N 69° 39' 45" W a distance of 247.93 feet to an iron pin; thence

N 37° 50' 54" W a distance of 345.98 feet to an iron pin; thence

N 29° 32' 22" W a distance of 17.74 feet to an iron pin on the Southern R.O.W. line of the Texas Eastern Corp. Pipeline; thence N 59° 12' 30" E along said pipeline R.O.W. a distance of 271.39 feet to the POINT OF BEGINNING.

EXHIBIT "A"

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 3 day of August, 1987 at 11:50 clock A.M. and was duly recorded on the AUG 3 day of 1987, Book No 504 on Page 267 in my office.

Witness my hand and seal of office this the \_\_\_\_\_ of \_\_\_\_\_ 1987