

**AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS**

PS JUL 30 10 51 AM '98

**FOR
DICKENS PLACE PUD**BK 337 PG 257
W.E. DAVIS CH. CLK.

WHEREAS, by Declaration of Covenants and Restrictions dated August 22, 1997, Dickens, LLC, a Mississippi limited liability company "Declarant," executed and recorded that certain Declaration of Covenants and Restrictions for Dickens Place, PUD, which Declaration appears of record in Book 321, Page 126 in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, pursuant to Article XIV of said Declaration, the Declarant has the right to amend said Declaration and has elected to do so by this Amended and Restated Declaration of Covenants and Conditions which Declarant will execute and record in the office of the Chancery Clerk of DeSoto County, Mississippi and paragraphs from and after recording thereof, this Declaration shall supersede all of the provisions contained in the aforesaid original Declaration of Covenants and Conditions.

NOW, THEREFORE, Declarant, by and through its LLC, a Mississippi limited liability company, makes the following declaration, to-wit:

ARTICLE 1.**PURPOSE**

Declarant, in order to provide for the preservation of the values, amenities, attractiveness and desirability of the real property to be known as "Dickens Place PUD," as more fully described in

Article III hereof, and in order to provide for the administration and maintenance of certain portions of said real property and for the enforcement of these covenants and restrictions, hereby declares that the real property described in Article III hereof shall be held, used, transferred, sold and conveyed subject to the covenants and restrictions set forth herein.

ARTICLE II.

DEFINITIONS

- A. "Association" means Dickens, Place Homeowners Association, Inc., non-profit corporation.
- B. "Board" means the Board of Directors of Dickens Place Homeowners Association, Inc.
- C. "Lot" means the parcels of land in the Properties upon which a residence may be constructed.
- D. "Bylaws" means the Bylaws of Dickens Place Homeowners Association, Inc.
- E. "Committee" means the Architectural Control Committee.
- F. "Common Area" means any land, easements or facilities which the Association owns and/or maintains.
- G. "Declarant" means Dickens, LLC, a Mississippi limited liability company, its successors, and assigns.
- H. "Declaration" means this Declaration of Covenants and Restrictions as the same may be supplemented or amended from time to time.

I. "Improvement" means all buildings, outbuildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility poles and lines and any other structure of any type or kind. Improvements to be placed on any building site require the approval of the Committee.

J. "Living Area" Means those heated and/or air-conditioned areas which are completely finished as a living area, and shall not include garages, carports, porches, patios, or storage areas.

K. "Member" means any member of Dickens Place Homeowners Association, Inc.

L. "Owner" means any person who owns fee simple title to any lot within the development, and shall not mean a mortgagee unless and until such mortgagee has acquired title through foreclosure or any proceeding in lieu of foreclosure.

M. "Properties" shall mean and refer to the real property described in Article III hereof.

ARTICLE III.

PROPERTY SUBJECT TO DECLARATION

The real property which is subject to this Declaration is that certain real property located in DeSoto County, Mississippi and more particularly described in Exhibit "A" attached hereto.

ARTICLE IV.

DICKENS PLACE HOMEOWNERS ASSOCIATION, INC.

Section 1. General. Declarant has deemed it desirable for the efficient preservation of values and amenities in Dickens Place, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter

established, and for the purpose of promoting the common interest of property owners in Dickens Place PUD. Pursuant thereto, Declarant has caused to be incorporated under the laws of the State of Mississippi, a nonprofit corporation, Dickens Place Homeowners Association, Inc., for the purpose of exercising the aforesaid powers. The association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation and Bylaws, and may include, but not be limited to, maintenance of roads, Common Areas, utility trench lines, easements, a security system, and pest control program. The association may engage in any other activity or assume any responsibilities that may be considered as promoting the common interest of residents.

The association shall operate and maintain at its cost, in neat and good order, and of the use and benefit of the owners of property in Dickens Place PUD, all land owned by the Association. The association shall be responsible for the perpetual maintenance of the roads unless or until the appropriate governmental body of DeSoto County accepts this responsibility from the Association. The Association, shall be responsible for the maintenance of utility trench lines. If Declarant conveys any property to the Association other than streets and other designated Common Areas, such conveyance shall not be effective until and unless it is approved by two-thirds (2/3) of the members present and voting at any meeting of the homeowners at which due notice of consideration of such conveyance has been given to all the members.

Section 2. Membership in the Association. Each record Owner of a fee or undivided interest in any lot which is subject to this Declaration shall be a member of the Association and shall abide by the Association's articles, bylaws, rules and regulations and this Declaration and shall be liable for the payment of all assessments levied; provided that a person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 3. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 2, with the exception of Declarant. Class A members shall be entitled to one vote for each lot owner. When more than one person holds such interest in any lot, all such persons shall collectively be entitled to one vote per lot, which vote shall be exercised by the consent of a majority of the owners of record of such lot. For the purpose of exercising voting rights, the Owner of a lot which has a residential dwelling on it may designate the occupant to vote; provided said designation shall be made in writing and shall remain in effect until canceled in writing and delivered to the Association.

Class B. Class B member shall be the Declarant. The Class B member shall be entitled to cast four (4) votes for each lot in which he holds the interest required for membership by Section 1; provided that the Class B membership shall cease and become converted to Class A membership when seventy-five percent (75%) of the building sites are owned by persons or entities other than Declarant, or on January 1, 2010, or when Declarant elects in writing to terminate Class B membership, whichever occurs first.

No member shall be entitled to vote unless such member has fully paid all assessments as provided herein as shown by the books of the Association.

ARTICLE V.

ASSESSMENTS

Section 1. Creation of lien and Owner's Obligation. Each Owner of a lot by the acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay the Association annual assessments and special assessments to be fixed,

established and collected from time to time as herein provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof as herein provided, shall also be the personal obligation of the person who is the record Owner of such property at the time when the assessment becomes due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of Dickens Place PUD, and in particular for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Area and of the homes situated upon lots, including but not limited to, the payment of taxes, insurance, repair, replacement, additions thereto, maintenance, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Annual Assessments. Until changed by the Board, the annual assessment per lot shall be \$50.00. The annual assessment may be increased or decreased by the Board not more frequent than annually; provided, however, that the maximum annual assessment shall not exceed the sum of \$120.00 per lot unless the same is approved by the members of the Association in accordance with Section 4 below. Any Owner of more than two (2) lots shall be exempt from the annual assessment for a period of two (2) years.

Section 4. Change in Maximum Annual Assessment. The Association may change the maximum amount of the annual assessment fixed by Section 3 above prospectively for any annual period, provided that any such change shall be approved by two-thirds (2/3) of the votes of members

who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth in the purpose of the meeting.

Section 5. Special Assessments. In addition to the annual assessments authorized by Section 3 above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement on the Common Areas, including necessary fixtures and personal property relating thereto, and any extraordinary expense of operation or maintenance, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

Section 6. Quorum. The quorum required for any action authorized by Sections 4 and 5 above shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) percent of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5 hereof, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Assessment Due Dates. The annual assessments provided for herein shall be due and payable on or before the 1st of each year until otherwise changed by the Board. The initial

purchasers of buildings sites from Declarant shall be required to pay to the Association the annual assessment, without proration, at the time of conveyance of the lot from Declarant to said initial purchaser. The due date of any special assessment levied pursuant to Section 4 shall be fixed in the resolution authorizing such assessment.

Section 8. Authority of Board. The Board shall have the authority to change the due date of assessments and the amount thereof, provided, however, that written notice of any change in the amount of due date shall be given to each Owner at least thirty (30) days in advance of such due date. The Board shall cause to be prepared a roster of the properties and assessments applicable thereto which roster shall be kept at the principal address of the Association, and shall be open to inspection by any Owner during normal business hours. A written statement of invoice for payment of the assessments shall be sent to each Owner at the address designated in writing to the Association by each owner. If not otherwise designated in writing, said statements and/or notices may be mailed to the address of any lot upon which a dwelling unit has been constructed, and, in the case of non-improved lots, may be mailed to the address set forth on the DeSoto County tax roll.

The Association shall, upon receipt, furnish to any Owner liable for the payment of assessments, a certificate in writing signed by the appropriate officer of the Association, setting forth whether said assessments against the owner's lot has been paid and the due date of the next assessment. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessments. If the assessments are not paid on the date when due then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, including reasonable attorneys' fees, as hereinafter provided,

thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action, including attorney fees.

Section 10. Rights of Declarant. Notwithstanding anything contained herein to the contrary, Declarant shall be exempt from the payment of assessments against lots owned by Declarant and held for sale in the normal course of business: provided, however, that this exemption shall not apply to lots owned by Declarant upon which have been constructed a dwelling unit; and, provided further, that Declarant's exemption from payment of assessments shall terminate upon termination of Class B membership in the Association or upon Declarant's written waiver of this exemption, whichever shall occur first.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for above shall be subordinate to the lien of any first mortgage of an institutional mortgagee and to the lien of any purchase money mortgage held by Declarant, its successors and assigns. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any building site pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer

shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

For the purpose of this Declaration, "Institutional Mortgagee" means (a) any lending institution having a first mortgage lien upon a lot including any of the following institutions; a federal or state savings and loan or building and loan association, or bank or real estate investment trust, or mortgage banking company doing business in the State of Mississippi; or (b) any "Secondary Mortgage Market Institutions" including the Mississippi National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institutions as the Board shall thereafter approve in writing which has acquired a first mortgage upon a lot; or (c) any and all investing or lending instructions, or the successors and assigns of such lenders (herein referred to as the "Lenders") which has loaned money to Declarant to acquire, or construct improvements upon, the property and which holds a mortgage upon any portion of the property securing such a loan.

ARTICLE VI.

ARCHITECTURAL CONTROL COMMITTEE

Section 1. General. The Declarant reserves the right to exercise complete architectural control for the protection of the investment of individual homeowners and of the Declarant. Initially, the Architectural Control Committee shall be comprised of Barry W. Bridgforth and Walk C. Jones, III, Al Spencer, Brian Hall Bridgforth, and Barry W. Bridgforth shall serve as chairman of the Architectural Control Committee.

All approvals or disapprovals, either complete and final, conditional, or qualified, shall be in writing and signed by the Chairman of the Architectural Control Committee or his duly authorized representative. Until further notice, submittals shall be delivered or mailed to:

Barry W. Bridgforth, Chairman,
Architectural Control Committee
Dickens, LLC
3606 Bridgforth Road
Olive Branch, Mississippi 38654.

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

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

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

thirty (30) days and requesting immediate action within ten (10) days, and the Committee fails to approve or disapprove within said ten (10) day period.

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

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

Section 5. Administration. The Committee shall have the power to adopt rules and establish procedures not inconsistent with the provisions of this Declaration, including, but not limited to, construction and development standards as may be deemed necessary by the Committee to insure a quality development, and to insure preservation of the aesthetic qualities of the property. The written

request and submittal of plans and specifications required pursuant to Section 2 hereof shall include, but not be limited to, a specific site plan; floor plans with elevations; accessory structures and features, including pool, deck plans; screen enclosures, mailboxes, fences and other pertinent structures; septic tank specifications; garbage disposal facilities; driveway and sidewalk locations; specific grading and clearing and landscaping plan, including erosion and drainage control requirements both during and after construction; construction timing schedule; a comprehensive color scheme designating the precise color of all exterior surfaces and exterior materials to be used. The Committee may disapprove a plan for lack of artistic style or aesthetic quality. For example, the Committee may disapprove a plan because it is too square or "boxlike," because the roof is too flat, because there is not sufficient landscaping, or for any other reason that the Committee, in its sole discretion, may deem appropriate. In addition to the basic roof and wall colors, the rendering or color scheme shall include, but not be limited to, the color of the trim, gutters, windows, shutters, decks, porches, and all other exposed surfaces. The Committee, in its sole discretion, may disapprove a color scheme on the ground that it is not in conformance with the aesthetic character of the development. The Committee shall also disapprove any aluminum windows, doors, or similar structures using aluminum, except anodized aluminum. No pipes, wires, or other appurtenances underneath or adjoining a structure shall be exposed, but shall be encased or housed as part of the overall construction project.

ARTICLE VII.

GENERAL STANDARDS

Section 1. Land Use and Building Types. No lot shall be used except for residential

purposes, excepting the 5.92 acre parcel which has been designated for C-1 commercial use in the text of the Planned Unit Development on file in the Office of the Planning Commission of DeSoto County, Mississippi. Said 5.92 acre parcel is hereby expressly excepted from this Declaration. It is hereby contemplated that Declarant will record a separate Declaration of Covenants and Restrictions for the commercial property at or prior to the time that it is developed. No buildings of any type shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed three stories in height at street grade. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and specifications approved by the Committee must be completed in accordance with said plans and specifications upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. No lot shall be subdivided, into two or more lots for the purpose of creating an additional buildable lot but subdivision is permitted to insure the usability of a lot or group of lots provided that proper governmental approval is obtained, it being the intent of this provision to allow one residential dwelling per lot, provided, however, that one dwelling unit may be constructed on two or more adjoining lots. In the event of further subdivision, it shall not be necessary to join in or notify owners of other lots within the subdivision to any plat revision or court action approving any revision unless said owner is the owner of a lot within Dickens Place PUD being subdivided and/or directly affected by the subdivision of a lot.

Section 2. Size of Dwelling Structure. The size of the dwelling to be constructed on the lots within each section of the development shall be set by the Declarant. The development shall have two (2) types of lots, namely the R-30 lots containing approximately 30,000 square feet and the R-6 lots

having approximately 6,000 square feet. The text of the Planned Unit Development on file in the office of the Planning Commission of DeSoto County, Mississippi provides for a minimum living area of 1,800 square feet exclusive of one-story porches, garages, and patios for R-30 lots, and the R-6 lots shall have a minimum living area of 1,400 square feet exclusive of one-story porches, garages, and patios. The minimum square footage of each section of the development shall be determined by the Declarant who shall execute and record a supplemental Declaration setting forth the minimums in each section of the development. The recording of said supplemental Declaration shall be noted on the recorded plat for each section of the development.

Section 3. Roof Pitch. A minimum of a 8/12 roof pitch shall be required. Vent shacks shall be placed on rear of house.

Section 4. Improvement Setbacks and Location. See Plat. In no case shall the setback violate existing DeSoto County ordinances.

No building, structure, fence, wall, hedge or shrub planting which obstructs sightliness at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sight line limitations shall apply within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No hedge shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightliness.

Unless specifically approved by the Committee, no fence of any kind shall be placed or constructed nearer to the front property line than the building setback line or the front corner of the residence, whichever is greater. The Committee may permit certain decorative fencing, such as split rail and picket fencing, to be so constructed if the Committee, in its sole discretion, determines such fencing would not detract from or obstruct the front setback view and appearance.

For the purpose of this Section, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach on or over another lot.

Section 5. Garages and Carports. Each living unit shall have a minimum of a two car garage. All garage entrances shall face the rear or side property line. No front entry garages shall be allowed.

Section 6. Temporary Structures. No trailer, travel trailer, motor home, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be located on any lot at any time. Boats, trailers, campers, or other vehicles shall be parked or stored within the confines of the lot and shall not be parked on the road or other Common Areas.

Section 7. Driveways. All driveways shall be constructed of washed concrete or asphalt.

Section 8. Utility Connections and Television Antennas. All house connections for all utilities including, but not limited to, water, sewage, electricity, telephone and television shall be run underground from the property connecting points to the building structure in such manner to be acceptable to the governing utility authority and the Committee. All antennas and satellite dish shall be placed in the rear of the dwelling. Exterior radio and television antenna, and satellite dish installations, must be approved in writing by the Committee.

Section 9. Water Supply. No individual water supply system of any type shall be permitted on any site unless approved in writing by the Committee.

Section 10. Garbage and Refuse Disposal. No lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers installed in such manner to be acceptable to the Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All containers shall be kept at the rear of the residence, and in no event shall the same be visible from the street when facing the residence. Declarant reserves the right to provide for disposal of trees and limbs as they are removed from lots prior to and during construction.

Section 11. Air-Conditioning and Heating Units. No window air-conditioning or heating units shall be installed in any dwelling and all exterior heating and/or air-conditioning compressors or other machinery shall be located to the rear of the residence or on the side if it is totally screened from view from any street, in such manner to be acceptable to the Committee, and shall not be visible from the street. Under no circumstances shall any of the same be located at the front of the residence. No vents of any kind shall be located at the front of the building.

Section 12. Mailboxes. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar materials shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Committee.

Section 13. Lighting. No lighting of a pool, patio, or other recreation area will be installed without the approval of the Architectural Review Committee, and if allowed, will be designated for

recreational character so as to buffer the surrounding residences from all lighting.

No exterior light will be installed or maintained on any lot which light is found to be objectionable by the Architectural Review Committee. If any exterior light is considered objectionable, the Owner of the lot on which same is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable.

Section 14. Swimming Pools. The construction plans of all swimming pools shall be approved by the Committee. All swimming pools shall be fenced in a manner to comply with applicable law and regulations and to prohibit easy access by small children.

Section 15. Foundation. No foundation vents shall be visible from the street.

Section 16. Construction. Construction of any dwelling shall be completed within twelve (12) months from commencement of construction, including exterior landscaping.

Section 17. Solid Block Sod (Zoysia, Hybrid, Bermuda, or Centipede) is required on all R-6 patio home front yards.

Section 18. Supplemental Declarations. In addition to the restrictions and covenants contained in this Declaration, it is contemplated that the Declarant shall place additional restrictions and covenants against subsequently developed sections of Dickens Place PUD as they are constructed and platted. Said additional restrictions and covenants shall be placed of record in the office of the Chancery Clerk of DeSoto County and noted on the recorded plat of each section. In addition to setting the minimum square footage of heated floor area in each section, said supplemental Declaration may place additional covenants and restrictions against said sections as they are being platted. It is contemplated by Declarant that a supplemental Declaration shall be filed for Section A and subsequent sections of the Dickens Place PUD development.

ARTICLE VIII.**RESTRICTED OR PROHIBITED ACTIVITIES**

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

Section 2. Signs. No sign or any kind shall be displayed to the public view on any site except one sign of not more than five square feet advertising the property for sale or rent. All signs must be approved in writing by the Committee.

Section 3. Livestock and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs must be kept on a lease, be fenced in a yard, or kept in the house. Any dog creating a nuisance in the neighborhood, be it from excessive barking, chasing cats, chasing people, or the like, shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

Section 5. Vehicle Parking. With the exception of temporary parking for visitors, maintenance vehicles or delivery vehicles, there shall be no on-street parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles, trucks or trailers. Temporary parking as used above is defined as not including over-night parking.

Section 6. Storage of Personal Property. All personal property kept on the premises of a lot shall be either kept and maintained in a proper storage facility, or shall be stored at the rear of the home. However, nowhere on the property shall this provision be construed to permit junk cars, old

appliances, or the like to be kept anywhere on the property, including in the front, on the side, or to the rear of the property. Any personal property, if it is to be stored on the lot, is to be stored in a completely enclosed structure approved by the Committee. Among other remedies, and after thirty (30) days notice to the Owner, the Association may come upon the lot to remove property being stored in violation of this provision, all at the expense of the Owner, which shall constitute a lien against said property. An automobile or other vehicle shall be considered a "junk car" under this provision if it is immobile for a period of thirty (30) days or longer, or does not have a current license tag.

Section 7. Drying Areas. No clothing, laundry, or wash shall be aired or dried anywhere on any portion of a lot outside of the dwelling unit.

ARTICLE IX.

COMMON AREAS

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every lot. Each Owner shall have a perpetual easement for ingress over and across all roads located within the Properties.

Section 2. Title to Common Areas. The Declarant may retain the legal title to the Common Areas until such time as he has completed improvements thereon. Notwithstanding any provision herein, Declarant hereby covenants, for himself, his successors and assigns, that he shall convey title to the Common Areas to the Association later than the 1st day of January, 2010.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to suspend the enjoyment rights of any Member for a period during which any assessment remains unpaid, and or any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,

(b) the right of the Association to dedicate or transfer all or any part of the common properties of any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no dedications or transfer, determination as to the purpose or as to the conditions thereof, shall be effective, unless an instrument signed by Members entitled to case two-thirds (2/3) of the votes irrespective of class of membership has been recorded, agreeing to maintain so as to prevent erosion.

Section 4. Open Fires. Open fire and the burning of leaves, or underbrush, shall be prohibited in Dickens Place PUD unless the prior written consent of the Committee is obtained. The Committee's consent shall be granted in the Committee's sole discretion, and, if granted, may be conditioned upon such terms as the Committee deems appropriate.

Section 5. Rules and Regulations for Common Area Use.

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

ARTICLE X.

EXTERIOR MAINTENANCE

Section 1. General. All Owners must maintain structures in good repair and keep the same safe, clean, and orderly in appearance at all times, and to maintain such structures in an attractive

manner. The Committee shall be the judge as to whether the structures are safe, clean, orderly in appearance, and properly painted or preserved, and where the Committee notifies the particular Owner in writing that said structure fails to meet acceptable standards, said Owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Committee and that failing to remedy such condition, the Owner or tenants hereby covenant and agree that the Association may perform such necessary maintenance, but is not obligated to perform the same or take such actions as will bring the said structure up to acceptable standards, all such repairs and actions to be at the sole expense of the Owner. Such maintenance as to a vacant lot may include the mowing of grass and weeds, the trimming of trees and shrubs, and the removal of trash and litter. The cost of any such maintenance shall be assessed against the lot upon which the maintenance is performed, and shall be due and payable within fifteen (15) days after written notice of the assessment is mailed to the Owner. It shall also constitute a lien against the lot and a personal obligation of the Owner, and may be such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

Section 2. Common Area Maintenance. The Association shall maintain all Common Areas within Dickens Place PUD, including specifically all private drives or roads, easements, drainage areas and green areas. The Association is further authorized to take such action as deemed reasonably necessary to provide for adequate security within Dickens Place PUD, and to provide a program for pest control if necessary.

ARTICLE XI.

UTILITY EASEMENTS

Declarant reserves unto itself, its successors and assigns, a perpetual and alienable easement and right on, over and under the Common Areas and each lot to erect, maintain and use pipes, wires,

cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, community antenna television service, gas, sewer, water drainage facilities, or other public conveniences or utilities on, in, or over those portions of each lot or the Common Areas as may be reasonably required for utility line purposes, provided, however, that no such easement shall be applicable to any portion of such lot, parcel or tract, as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to the Declaration, or (b) such portion of a lot as may be designated as the site for a building on a plot plan for erection of a building which has been approved in writing. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service.

ARTICLE XII.

ENFORCEMENT

All covenants contained in this Declaration concerning the collection of assessments may be enforced only by the Association or Declarant by action at law or in equity to enforce the personal obligation of an Owner for the payment of delinquent assessments or foreclosure of the lien against the lot; provided, however, that any such action taken by Declarant shall be commenced in the name of the Association and on its behalf and all recovery of property or money damages shall be for the benefit of the Association. All remaining covenants and restrictions herein contained may be enforced

by the Association, Declarant, or any Owner in any judicial proceeding seeking any remedy provided herein or recognizable at law or in equity, including damages, injunction, or any other appropriate form of relief against any person violating any covenant, restriction, or provision hereunder. The failure by any party to enforce any such covenant, restriction, or provision herein contained shall in no event be deemed a waiver of the same or of the right of such part to thereafter enforce the same. The party bringing any such action to enforce the covenants, restrictions, or provisions hereof shall, if said party prevails, be entitled to all costs thereof, including, but not limited to, reasonable attorneys' fees. No liability shall attach to Declarant for the failure to enforce the terms of this Declaration.

ARTICLE XIII.

DECLARANT'S DEVELOPMENT RIGHTS

Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, his transferees, or his or their contractors or subcontractors, from doing or performing on all or any part of Dickens Place PUD actually owned or controlled by Declarant or his transferees or upon the Common Areas, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of the property, including, without limitation:

- (a) erecting, constructing, and maintaining thereon such structures and vehicles as may be reasonably necessary for the conduct of Declarant's business of completing and establishing the property as a residential community and disposing of the same in parcels by sale, lease, or otherwise;
- or

(b) conducting thereon his or their business of completing and establishing the property as a residential community and disposing of the property in parcels by sale, lease, or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the lots;

(d) provided, however, that operations being conducted under subparagraphs (a), (b), and (c) immediately above shall be permitted upon only those parts of Dickens Place PUD owned or controlled by the party causing or conducting said operations, and the Common Areas. As used in this Section, the term "its transferees" specifically does not include purchasers of lots improved as completed residences.

ARTICLE XIV.

AMENDMENTS

Section 1. By Declarant. Until Declarant's Class B membership in the Association is terminated as herein provided, all amendments or modifications shall only be made by Declarant, without the requirement of the Association's consent or the consent of the Owners; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Additionally, until Declarant's Class B membership is terminated, Declarant may waive or grant variance from any of the covenants and restrictions, other than those regarding payment of assessments, as to any lot, including setback restrictions, if the Declarant, in its sole judgment, determines such variance to be a minor or in substantial violation. After termination of Declarant's Class B membership in the Association's, the right to grant such variances shall be exercised by the Architectural Control Committee.

Section 2. By Owners. Except as provided in Section 3 of this paragraph after termination of Class B membership in the Association's, this Declaration may be amended (i) by the consent of the Owners of two-thirds (2/3) of all lots together with (ii) the approval or ratification of the majority of the Board. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws, and evidenced by a certificate of the Secretary or an assistant secretary of the corporation.

Section 3. Scrivener's Errors and Nonmaterial Changes. Amendments for correction of scrivener's error or other nonmaterial changes may be made by Declarant alone until his Class B membership is terminated and by the Board thereafter and without the need of consent of the Owners.

Section 4. Limitations. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, or of any Institutional Mortgagee under this Declaration without the specific written approval of the Declarant, or Institutional Mortgage affected thereby. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which would increase the liabilities of a then Owner or prejudice the rights of a then Owner or his family, guests, invitees, and lessees to utilize or enjoy the benefits of the then existing Common Areas unless the Owner or Owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures of Section 2 required for adoption of an amendment to the Declaration.

Section 5. Effective Date of Amendments. Any amendment to this Declaration shall become effective upon a Certificate of Amendment to the Declaration setting forth the amendment or

modification being recorded in the Public Records of DeSoto County, Mississippi, or the recording of an amended and restated Declaration in said office.

ARTICLE XV.

DURATION OF COVENANTS AND RESTRICTIONS

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of Declarant, of Owners, and the Association's, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and restrictions in whole, or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

ARTICLE XVI.

MISCELLANEOUS

Section 1. Severability. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof

shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

Section 2. Notices. Any notice required to be sent to any Member or Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association's at the time of such mailing.

Section 3. Interpretation of Declaration. The Board shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith. All such interpretations shall be binding on the Owners.

Section 4. Captions, Headings, and Titles. Article and paragraph captions, headings, and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings, or titles define, limit, or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

Section 5. Context. Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 6. Attorneys' Fees. Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys'

services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

IN WITNESS WHEREOF, this instrument has been executed by Declarant the day and year first above written.

WITNESS:

DICKENS, LLC
A Mississippi Corporation

BY: _____

BARRY W. BRIDGFORTH, MANAGER

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said County and State, on the 29th day of July, 1998, within my jurisdiction, the within named BARRY W. BRIDGFORTH, who acknowledged that he is the Manager of Dickens, LLC, a Mississippi limited liability company, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Melissa S. Bittner
Notary Public

My Commission Expires:

9-22-2000

The above instrument was prepared by:

D. B. Bridgforth, Jr.
P. O. Box 241
Southaven, MS 38671
(601)393-4450

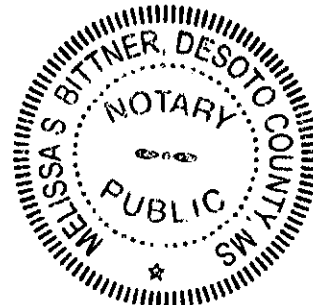


EXHIBIT "A"

PARCEL I: 431.08 acres, more or less, situated in Section 9, Township 2 South, Range 7 West, DeSoto County, Mississippi, more particularly described as the South 431.08 acres in said Section, Township and Range. And being situated in the Northwest, Northeast, Southwest and Southeast quarters. And more particularly described as BEGINNING at an iron pin in the Southwest corner of Section 9, Township 2 South, Range 7 West; thence North along the west line of Section 9 a distance of 3533.18 feet to an iron pin; thence South $89^{\circ} 50' 10''$ East a distance of 5311.02 feet to a 30 inch Cedar tree located on the west side of Getwell Road; thence South $00^{\circ} 12' 12''$ East a distance of 3529.92 feet to an iron pin located on the west side of Getwell at the intersection of Bridgforth Road; thence North $89^{\circ} 52' 19''$ West a distance of 5323.53 feet to the point of beginning containing 431.08 acres, more or less.

PARCEL II: The North 300 feet of Section 16, Township 2 South, Range 7 West, DeSoto County, Mississippi, containing 36.3636 acres, more or less. And being situated in the Northwest and Northeast quarters.

LESS AND EXCEPT: 5.92 acres approved for C-1 commercial development as shown on the map or plat of Dickens Place PUD on file in the Office of the Planning Commission in DeSoto County, Mississippi.