

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR BELLE MEADE**

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR BELLE MEADE**

This Declaration of Covenants, Conditions and Restrictions for Belle Meade Development, Inc. ("Declaration") is made and executed on the _____ day of _____, 1998, by Belle Meade Development, Inc., a Mississippi corporation ("Declarant").

WHEREAS, Declarant is the Owner of a parcel of land lying and being situated in Section 24, Township 6 North, Range 2 East, Rankin County, Mississippi, which parcel of land is more particularly described in Exhibit "A" attached hereto.

WHEREAS; the Declarant wishes to create and develop on said land described in said Exhibit "A" and other parcels of land which may be added subsequent hereto, a residential community.

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said Community, and for the designation and maintenance of said Common Area. Therefore, the Declarant desires to subject all of said property described in said Exhibit "A," including any and all improvements existing or to be constructed on the property, to the covenants, conditions, restrictions, uses, limitations, prohibitions, requirements, obligations, easements, servitudes, charges, assessments, and liens contained in this Declaration which individually and collectively are for the benefit of said real property described in said Exhibit "A," and other parcels which may be added subsequent hereto, for the benefit of the Property, the Declarant, and each Owner; and

WHEREAS, the Declarant desires for the efficient preservation of the values and amenities of said Community, to create an association ("Association") for the purpose of maintaining and administering said Common Area, (which shall be referenced on the map or plat by an alphabetical designation), administering and enforcing the provisions of this Declaration; and collecting, disbursing, and maintaining special assessments and charges (collectively called "Assessments"); and

WHEREAS, the Declarant has caused to be formed (or shortly will cause to be formed), under the laws of the State of Mississippi, a nonprofit and nonshare corporation named Belle Meade Homeowners Association, Inc., which corporation shall carry out the powers and duties mentioned herein; and

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, all of which are agreed and declared to be beneficial and in aid of the development of the residential community, all of which shall deemed to run with and bind the property described in Exhibit "A", and other parcels of land which may be added subsequent hereto, and all of which shall inure to the benefit of and be enforceable by the

Declarant, its successors and/or assigns, as well as by any person who has or acquires any interest in any portion of the Property or the improvements thereon, including the Association, any Owner, or any Person who holds an interest solely as security for the performance of an obligation or payment of an indebtedness.

ARTICLE I.

DEFINITIONS

Section 1. Definitions. For the purposes of this Declaration, the words, terms and phrases set out below, shall have meanings assigned in this Section, unless otherwise specified.

(a) **Architectural Design Guidelines.** The Architectural Design Guidelines establish an application, approval and review process and standards for all improvements on and to the Property. The Architectural Guidelines are administered by an Architectural Review Committee.

(b) **Association.** The word "Association" shall mean the Belle Meade Homeowners Association, Inc., a Mississippi nonprofit, nonshare corporation, and its successors and assigns.

(c) **Board of Directors.** "Board of Directors" shall mean the Board of Directors of the Association.

(d) **Bylaws.** "Bylaws" shall mean and include the bylaws of the Association, including all amendments thereto.

(e) **Common Area.** The expression "Common Area" shall mean all that area of property referred to alphabetically on the recorded plat and shall include all permanent open space that is owned or leased by the Association for the common use, benefit and enjoyment of the members, including all streets within Belle Meade. The designation of any portion of the Property as a Common Area shall not mean that the public at large acquires any easement of use or right of enjoyment therein.

(g) **Covenants, Conditions and Restrictions.** The expression "covenants, conditions and restrictions" shall mean and include all the covenants, conditions, restrictions, uses, limitations, prohibitions, requirements, obligations, easements, servitudes, charges, assessments, and liens set forth in this Declaration.

(h) **Declarant.** The word "Declarant" shall mean Belle Meade Development, Inc., a Mississippi corporation, and its successors and assigns.

(i) **Declaration.** The term "Declaration" shall mean and include this Declaration of Covenants, Conditions and Restrictions for Belle Meade, and all amendments hereto, including the Architectural Design Guidelines.

(j) Developer. The word "Developer" shall mean Belle Meade Development, Inc., a Mississippi corporation, and any successors and assigns of the entire interest of Belle Meade Development, Inc., including those mortgage holders who came into possession of the property by foreclosure or otherwise.

(k) Dwelling . "Dwelling" shall mean and refer to any conventional single family Dwelling.

(l) Lot. The word "Lot" shall mean and refer to each of the numerically designated Lots delineated on the Plat(s) for Belle Meade and intended to be improved with a Dwelling. The word "Lot" shall not include any of the Common Area shown on the Plat by alphabetical reference. Each Lot is either an "improved" or "unimproved" as hereinbelow defined.

(1) Improved Lot. The expression "Improved Lot" means and refers to a Lot on which the Dwelling is substantially completed or is occupied or is reasonably considered as ready for occupancy.

(2) Unimproved Lot. The term "Unimproved Lot" means and refers to a Lot on which the Dwelling has not yet been started or may have been started but is not yet substantially complete or ready for occupancy.

(m) Member. The word "Member" shall mean and include every person holding any class of membership in the Association, as provided hereafter, including all Lot Owners.

(n) Mortgagee. The word "mortgagee," shall mean any Person who owns, holds or is the beneficiary or holder, insurer or guarantor of any recorded mortgage, or similar encumbrance, creating a lien or encumbrance against any Lot and the improvements on such Lot or beneficiary in any recorded deed of trust, encumbering one or more Lots. The expression "first mortgage," as used herein, means a mortgage with, priority over all other mortgages encumbering the same Lot. The word "holder," as used herein, means the person entitled to the security afforded by a mortgage. The word "first mortgagee," as used herein, means the holder of a first mortgage. Mortgagees or holders may include individuals, banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, all corporations, and any agency or department of the United States Government or of any state or municipal government.

(p) Person. The word "person" shall mean and include an individual, a corporation, a trust, a general or limited partnership, or any other legal entity.

(q) Plat(s). The word "Plat(s)" shall mean and refer the subdivision map(s) or plat(s) of Belle Meade which has (have) been or shall be filed for record in the office of the Chancery Clerk of Rankin County, Mississippi, as the same may be amended from time to time.

(r) Property. The word "Property" shall mean all the property situated in Rankin County, Mississippi, which is described in Exhibit "A", as well as other parcels of land, which may be added subsequent hereto.

(s) Supplement. The word "Supplement" means any amendment, modification, change or restatement of or to this Declaration.

ARTICLE II.

PROPERTY SUBJECT TO DECLARATION

Section 1. The Property. The property which is and shall be owned, leased, held, transferred, assigned, sold, conveyed, used, occupied, hypothecated or encumbered, and improved subject to this Declaration is the Property which is located in Section 24, Township 6 North, Range 2 East, Rankin County, Mississippi, and is more particularly described in Exhibit "A", and other parcels of land which may be added subsequent hereto.

ARTICLE III.

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. The Members of the Association shall include every person who is, or who hereafter becomes, an Owner of record of the fee title of a Lot and is included in the definition of an Owner under Article I. When more than one person owns the Lot, all such persons shall be considered a Member of the Association, but only one vote may be cast for each Lot.

Section 2. Action by Members of the Association. The Association shall have two classes of voting membership. Whenever in this Declaration any provision 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 Class A membership and by the specified percentage of the voting power of the Class B members. In the event 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. Voting Rights. The voting rights of the Members shall be as follows:

(a) Class A Members. Class A Members shall be all Members other than the Declarant. The Class A Members who own a Lot shall be entitled to one vote for each Lot. 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.

(b) Class B Members. Class B Members shall be Declarant. The Class B Members shall be entitled to fifteen (15) votes for each Lot which such Declarant owns.

Section 4. Membership Appurtenant to Real Property. In every case, the membership of a Class A Member and the membership of a 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 5. Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph (c) of this section, any authorized actions shall require the assent of the majority of the vote of those who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members not less than fifteen (15) days nor more than sixty (60) days in advance and shall set forth the purpose of such meeting.

(b) The quorum required for any action referred to in Paragraph (a) of this Section shall be as follows:

At the initial meeting called, as hereinafter provided, the presence at the meeting of Members, or of proxies, entitled to cast two-thirds (2/3) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present at the meeting, one additional meeting may be called, subject to the notice requirement hereinabove set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) Any provision of this Declaration to the contrary notwithstanding, any action referred to in Paragraph (a) of this Section may be taken with the assent given in writing and signed by the members having a majority of the outstanding vote.

(d) Except as specifically set forth in this Declaration, notice and quorum requirements for all action to be taken by the Association shall be as set forth in this Articles of Incorporation and By-Laws, as same may be amended from time to time.

Section 6. Other Voting Provisions. The Charter and/or Bylaws may contain other provisions concerning matters or issued unrelated to this Declaration, including but not limited to the election of individuals to the Board of Directors.

Section 7. Board of Directors. The Association and its affairs shall be managed and controlled by a Board of Directors, which shall have all of the power, authority and duty necessary

for such management and control. The members of the Board of Directors shall not be more than five, three of whom are appointed by the Declarant, until the Declarant owns no Lots in Belle Meade.

Section 8. Officers. The Board of Directors may elect one or more officers of the Association to enforce the policies prescribed and adopted by the Board. The number of such officers and their specific duties shall be set forth in the Bylaws.

ARTICLE IV.

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS AND OFFICERS OF THE ASSOCIATION

Section 1. Powers and Duties. In the management and administration of the Belle Meade HomeOwners Association, the Board of Directors shall have the power, authority and duty to do all acts and actions, to take whatever steps are necessary to protect the property, except acts and actions which by law, this Declaration, the Charter or the Bylaws may be exercised only by or are reserved only to the Members. Such powers, authorities and duties of the Board of Directors to create, establish or approve policies or decisions relating to the management and administration of the Association's affairs include, among other things, the following:

- (a) To provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area; including to enter into maintenance contracts that the Board deems proper, advisable and in the best interest of the owner.
- (b) To establish, determine, assess, collect, use and expend the Assessments from the Members, and to file and enforce liens for such Assessments.
- (c) To purchase and/or maintain electronically monitored and/or guarded gates, monitoring pedestrian or vehicular access to and from the property, and the Common Area.
- (d) To select, designate, train, hire, supervise and discharge personnel necessary or appropriate for the proper maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area, and to establish the compensation and other benefits of or for such personnel.
- (e) To adopt, promulgate and enforce such rules, regulations, restrictions and requirements as may be recommended by the Architectural Review Committee, or as the Board of Directors may consider to be appropriate with respect to the Property, the Lots, and any improvements on the Lots, or the use, occupancy and maintenance of the Common Area, including, the right to restrict the use of and enjoyment of the Common Area by the Members and other authorized Persons, or to govern activities which may be environmentally dangerous or hazardous, including the use or application of fertilizers, pesticides and other chemicals in or on the Property.

(f) To authorize the payment of patronage refunds to the Members if and when the Board of Directors determine that the funds derived from Assessments are more than necessary to meet all reasonably foreseeable needs or requirements of the Association during the current assessment year.

(g) To purchase common liability insurance upon the Common Area.

(h) To maintain, repair, restore, replace, reconstruct or demolish all or any portion of the Common Area after any casualty loss, and to otherwise improve the Common Area.

(i) To grant licenses, easements, rights-of-way in, upon, over and across and Common Area for access or for construction, reconstruction, repair and maintenance of any utilities, cables, lines or appurtenances, whether public or private, to the Declarant, to any government agency, public utility, or any other person, provided however that no such licenses, rights of way or easements shall interfere with the members right to use and enjoy the Common Area.

(j) To retain or employ a Management Agent for such compensation and for the performance of such duties and services as established or prescribed by the Board of Directors from time to time.

(k) To negotiate, prepare, execute, acknowledge and deliver all contracts, agreements, commitments and other documents relating to the Association's affairs.

(l) To prosecute, defend, appeal, settle, compromise or submit to arbitration or mediation any suit, action, claim or proceeding at law or in equity or with or before any governmental agency or authority which involves or affects the Association.

(m) To hire or employ and pay the fees, expenses or other compensation of accountants, attorneys, architects, contractors, engineers, consultants or other persons who may be helpful, necessary, appropriate or convenient in or to the Association's affairs.

(n) Subject to Article IX, Section 1(d), to borrow any monies needed for the Association's business from any person on such terms, conditions and provisions as may be acceptable to the Board of Directors, and to secure the repayment of any such loans by executing deeds of trust or by pledging or otherwise encumbering or subjecting to security interests all or any portion of the assets of the Association, including the Common Area.

(o) To promulgate and enforce rules, regulations, restrictions and requirements or fees and charges from time to time relating to the use of any recreational areas and amenities located in or on the Common Area.

Section 2. Management Agent. The Board of Directors has the power and authority to 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 from time to time may

authorize. The Association is specifically authorized to undertake "self-management" and is not obligated or required to retain or employ a Management Agent. Should the Board of Directors employ a Management Agent, his duties may include, without being limited to, the following:

- (a) Collection of the annual maintenance and special Assessments, and enforcement of liens to secure the collection of such Assessments.
- (b) Maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area.
- (c) Selection, designation, training, hiring, supervising and discharging of personnel necessary or appropriate for the proper maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area.
- (d) Enforcement and recommendation to Board of Directors for approval and enforcement of such rules and regulations, restrictions and requirements relating to maintenance, care, upkeep, surveillance, services and operation of the Common Area.
- (e) Arrangement of such other services for the Association as may be requested by the Board of Directors, including legal and accounting services.

Any management agreement entered into by the Association and any Management Agent shall permit termination for cause by the Association upon 30 days' written notice to the Management Agent. The term of any such management agreement shall not exceed one year, but may be renewable by mutual agreement of the Association and Management Agent for successive one-year terms.

Section 3. Limitation of Liability. The Declarant and Association, its officers, members and directors shall not be liable for any failure of or failure to provide any service to be furnished by the Association or to be paid with funds from charges or fees or from Assessments, or for injury, including death, or damage to any Person or property caused by the elements or caused by or resulting from electricity or water which may discharge or flow from any portion of the Common Area, or from any wire, pipe, storm drain, conduit or similar property. The Declarant and Association, its officers, directors and members shall not be liable to any Member or any other Person for theft or other loss of or damage to any property which may be left or stored upon the Common Area. No diminution or abatement of annual maintenance or special Assessments shall be claimed or allowed for inability to use, inconvenience or discomfort caused by or arising or resulting from the making of routine repairs or improvements or the construction or reconstruction of improvements on the Common Area, or from any action taken or omitted or from inaction by the Association to comply with any of the provisions of this Declaration, any law or ordinance or the order or directive of any governmental authority or any court.

ARTICLE V.

COVENANTS FOR ASSESSMENTS

Section 1. Annual Assessments. Each owner by acceptance of a deed or other conveyance document for such Lot, whether or not expressed in any such deed, other conveyance document or assignment, shall be deemed to covenant and agree to pay to the Association the Owner's annual Assessments for such Lot, which shall be such Lot's proportionate share of the amount estimated by the Board of Directors to be required for the annual operating and maintenance assessment. The calendar year shall be the fiscal year for determining or calculating Assessments unless and until the Board of Directors establishes a different fiscal year from time to time. The Board of Directors shall determine the amount of the annual Assessment with respect to each Lot annually and the annual Assessment shall be paid in 12 equal monthly installments during such fiscal year, unless the Board of Directors requires or permits the annual Assessment to be levied and collected quarterly, semi-annually or annually. The due date for each installment payment of the Assessment shall be the first day of the applicable installment period. Any Assessment installment may be prepaid without penalty or premium. Special Assessments defined hereafter shall not be considered to be included in the annual Assessment, and shall be due and payable immediately upon notice from the Association.

The Board of Directors shall prepare, or cause to be prepared, an annual operating and capital expenditure budget for the Association, including the cost to operate and maintain the Common Area. No Class A Member may become exempt from or otherwise avoid liability for the payment of the annual Assessment by the abandonment of any Lot or by the abandonment or release of the member's rights to the use, benefit and enjoyment of the Common Area.

Section 2. Annual Maintenance Assessments. Except as permitted by Section 4 of Article V, the annual maintenance Assessments levied by the Association shall be used (i) to promote the health, safety and welfare of the residents of the Property, including the improvement, maintenance and repair to the Common Area, and (ii) to pay the costs of labor, the purchase or rental of equipment and materials used or required for, and the management, care and supervision of, the Common Area. The purposes for which the annual maintenance Assessments may be levied included, but are not limited to, the following purposes:

- (a) The costs of operating the Common Area and including the services furnished or provided to or in connection with the Common Area.
- (b) The costs of appropriate or necessary management and administration of the Common Area, including fees or other compensation paid to a Management Agent.
- (c) The amount of all taxes and assessments levied against the Common Area.
- (d) The costs of fire and extended coverage and comprehensive general liability insurance

on the Common Area and the costs of such other insurance with respect to the Common Area that the Board of Directors deems 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 or to the Common Area and/or the Lots.

(f) The costs of maintaining, replacing, repairing and landscaping the Common Area, including but not limited to, the costs (i) to maintain, replace and repair the sidewalks, streets, roads, pavement, curbs, utility fixtures, storm drains and sewers, perimeter fences and parking areas, and (ii) of such equipment as the Board of Directors shall determine to be necessary or appropriate in connection such maintenance, replacement, repair and landscaping.

(g) The funding of all reserves established by the Association, including any appropriate general operating reserve and/or reserve for replacement of assets.

(h) The costs of purchasing, maintaining, replacing and repairing electronically monitored gates which limit or control vehicular access to or within the property and the costs of such equipment required.

Section 3. Special Assessments. The Association, acting by and through its Board of Directors, may levy during the assessment year, one or more special assessments applicable to that year only, for the purpose of paying in whole or in part the costs of any construction, reconstruction, inordinate repair or replacement of any improvement, fixture or personal property being a part of the Common Area, as well as for other such purposes as the Board of Directors may decide is appropriate. Any special Assessment shall be approved by a vote of two-thirds (2/3) of the voting power of each class of the Members. Each Lot Owner, except Declarant, by acceptance of a conveyance for said Lot agrees and covenants to pay the Association in advance, the amount of any Special Assessment. The Association may levy a Special Assessment against any Lot and Lot Owner for reimbursement for repairs to Lot caused by wilful or negligent acts of Lot Owner or for the costs, expenses and expenditures made or incurred by the Association for any work performed on said Lot, pursuant to any provision of this Declaration.

Section 4. No Lot or Dwelling Maintenance. This Declaration does not contemplate that the Association shall have the responsibility for repair or maintenance of any Lot or Dwelling on any Lot, as the same are the responsibility of the Member. If each member does not maintain and/or repair his Lot, the Board of Directors may authorize maintenance of said Lot and charge the Lot Owner in his assessment for said maintenance and repair.

Section 5. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Area, and the Board of Directors is authorized to allocate and pay such amount to the reserve fund from time to time. The Association may establish other reserve funds for other purposes considered necessary or appropriate by Board of Directors.

Amounts paid into the reserve fund shall be included in the annual maintenance Assessments, and shall be deposited on such bank account or accounts in federally insured banks and savings and loans associations or in such investment accounts or investment assets as shall be designated by the Board of Directors from time to time. The reserve fund for replacements of the Common Area may be expended only for the replacement of the Common Area, for major repairs to any sidewalks, streets, roads or parking areas located on the Common Area, for equipment replacement, and for one-time, initial cost and operating contingencies of the Common Area.

The proportional interest of each Class A Member in any funds shall be considered to be an appurtenance to the Lot of such Member, and shall not be withdrawn, assigned or transferred separately from or other than as an appurtenance to the Lot to which the proportional interest in the reserve funds appertain, and any transfer or assignment of the Lot shall be deemed to be a transfer or assignment of the proportional interest in the reserve funds.

Section 6. Maximum Annual Assessments. Anything to the contrary notwithstanding, the initial maximum annual maintenance assessment for each Owner of a Lot with Class A membership shall be \$300.00 per year. From and after the fiscal year following the initial conveyance of a Lot to an Owner, the Board of Directors may increase the annual maintenance Assessment for each Lot each fiscal year not more than 10 % above the immediately prior fiscal year's annual maintenance Assessment without approval of a vote of two-thirds of the voting power of each class of members. A builder who purchases a Lot for the purposes of building a dwelling for resale is not subject to the requirement of payment of maximum annual assessments.

Section 7. Assessments are not Dues. No portion of the annual maintenance 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 8. Damage Assessments. If the Board of Directors, in its discretion, determines that any Owner 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 is responsible for damage to the area of common responsibility which is 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, at the Owner's sole cost and expense, and all such amounts shall be considered to be a special Assessment against the Lot. The Owner 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 9. 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.

Section 10. Uniform Rate for Assessments. Except to the extent that annual maintenance or special Assessments for particular Class A Members may be increased or decreased under Article V, all annual maintenance and Special Assessments shall be levied at a uniform rate for each Lot to which Class A membership is appurtenant, except Special Assessments. The Board of Directors may change or modify the pro rata obligations of any Lot or the Owner of such Lot for the purposes of levying annual maintenance or Special Assessments, except Special Assessments under Article V, Section 3, only if approved by at least two-thirds of the voting power of each class of the Members.

Section 11. Commencement of Assessments. All assessments shall be due and payable in full in advance the first day of each assessment year. Each member acquiring a Lot during the assessment year shall be responsible for paying any outstanding balance due for the assessment year.

Section 12. Annual Assessment of Declarant. Any Lot owned by Declarant shall not be subject to Annual Assessment by the Association.

Section 13. Exempt Property. No Assessments of any kind or nature shall be levied by the Association against portion of the streets and other real property or improvements dedicated and accepted by the local public authority and devoted to public use, or any property located within the Common Area.

Section 14. Personal Obligation. Any and all assessments levied against a member pursuant to this Declaration is a personal obligation of said member. If a Lot is owned by two or more persons, then the assessments shall be the joint and several obligation of each Owner. Such assessment shall remain the personal obligation for the full statutory period permitted by law.

ARTICLE VI.

ENFORCEMENT OF ASSESSMENTS

Section 1. Lien of Assessments. Any Assessment with respect to or against a Lot, plus such additional amounts which are not paid when due, shall be a charge on the land, a continuing lien upon and against the Lot, binding upon such Lot, and 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.

Any Assessment levied against a 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 maintained without the foreclosing or waiving of any lien created under this declaration to secure the payment of the Assessment. The Association may commence and maintain an action at law 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 by statute 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, in its discretion, may reject partial payments of an Assessment and demand the full payment of such Assessment. The lien for unpaid Assessments shall be unaffected by any sale of 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 his Lot or by abandonment or release of the Member's rights to the use, benefit and enjoyment of the Common Area.

If any proceeding to foreclose the lien for any unpaid portion of an Assessment is commenced by the Association with respect to any Lot, then the Board of Directors may require the Owner of the Lot to pay reasonable rent for use of the Lot.

The Board of Directors may publish or post in any prominent location on the Property a list of members who are delinquent in the payment of any Assessments or other fees which may be due to the Association, including any installment of an Assessment.

Section 2. 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 Owner 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 and special Assessments, the following sums shall be considered special Assessments against the Lot and the Owner of such Lot and shall be subject to the lien of Assessments provided under Section 1:

- (a) All costs relating to collection and enforcement of lien including all reasonable costs and expenses of collection incurred or paid by the Association, including attorneys' fees, court costs and other costs and expenses.
- (b) Late payment charges or fees as shall be established by the Board of Directors.
- (c) Such Association expenses and charges incurred 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 Owner by this Declaration.
- (d) Interest on all unpaid amounts specified in this Section 2, and such interest shall accrue from the due date for the payment of each such amount until paid in full at the maximum rate of interest permitted by law in the State of Mississippi.

Section 3. 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 for general and special assessments for ad valorem property taxes on or against such Lot, the lien of any First Mortgage holder 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 verification by mortgage holder that all assessments were current as of the date of the First Mortgage.

Section 4. Subordination to Mortgages. As provided by Article VI, Section 3, the lien against any Lot to secure payment of any Assessment shall be subordinate to the lien of any duly recorded First Mortgage on or against the Lot made in good faith and for value received, and shall not affect the rights of the holder of any First 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 First Mortgage, or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any First Mortgage holder who acquires possession of a Lot pursuant to a foreclosure or pursuant to the execution of any instrument 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 the foreclosure sale or prior to the execution of any instrument 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 First 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 and payable from and after said date of acquisition, 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.

No amendment to this Section shall affect the rights of the First Mortgage holder on any Lot prior to the recording of said amendment, unless the First Mortgage holder shall consent and join in the execution of said amendment.

In its sole and absolute discretion, the Board of Directors may extend the provisions of this Section 4 to other junior Mortgagees not otherwise entitled to the benefits of this Section 4.

Section 5. Additional Default. Any First 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 First Mortgage. The failure to include such a provision in any First Mortgage shall not affect the validity or priority of the First Mortgage, and the protection extended by Section 3 and Section 4 of this Article VI to the holder of the First Mortgage or to the holder of the indebtedness secured by the First Mortgage shall not be altered, modified or diminished by reason of or as a result of such failure.

ARTICLE VII.

INSURANCE

Section 1. 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. Such insurance may include blanket fidelity bonds with reputable surety companies which protect or indemnify the Association against or from loss resulting from fraud, theft, dishonesty or other wrongful acts by Persons handling or responsible for the funds of or administered by the Association. The Association shall procure contracts of liability, casualty and extended coverage, worker's compensation, title and other insurance to adequately insure and protect the Association, the Board of Directors, each director and each officer of the Association and the Members from and against liability for personal injury and/or property damage to the general public and other Persons and their assets, and from loss of or damage to all or any portion of the Common Area and the Association's other assets from theft, fire and other casualties. The Association is expressly authorized to obtain insurance policies with co-insurance provisions. All costs, charges and premiums for all insurance authorized by the Board of Directors shall be included in the annual maintenance Assessments, payable by the Members.

Section 2. Owner's Insurance. Each Owner shall insure his Dwelling and other improvements on his 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. The Owner shall furnish the Association proof of such coverage and any such fire and hazard policy shall contain a waiver of subrogation clause. In the event of a loss, each Owner has the duty to repair, rebuild or restore the damaged or destroyed Dwelling, and other improvements to substantially the same condition as existed prior to the damage or destruction, unless otherwise permitted by the Board of Directors, in its sole discretion.

Each Owner shall be responsible at his own expense and cost for his own personal hazard insurance on the contents of his Dwelling and other improvements, including all personal property stored elsewhere on his Lot or the Property, and for his personal liability to Persons which is not covered by liability insurance for all Owners obtained by the Association and included in the annual maintenance Assessments.

ARTICLE VIII.

AD VALOREM TAXES

Section 1. Owners. Each Owner shall be responsible for and promptly pay when due all ad valorem taxes assessed on or against his Lot and improvements thereon.

Section 2. Association. The Association shall pay the ad valorem taxes assessed on or

ARTICLE IX.

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the Ownership of the Lot, subject to the following:

(a) The right of the Association to suspend any Member's voting rights and any Member's rights to use the Common Area, with the exception of the streets, 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.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any governmental agency or authority or any utility for such purposes and subject to such conditions as may be determined by the Members, provided however except for the grant of easements, licenses and rights of way as provided for hereafter. No such dedication or transfer shall be effective unless at least two thirds (2/3) of the voting power of each class of Members approve or consent to such dedication, transfer, purpose and conditions.

(c) In accordance with The Charter and the Bylaws, the right of the Association to borrow money to repair, maintain or improve all or any portion of the Common Area consistent with the enjoyment and welfare of the Members. However, the Association shall not borrow money or subject all or any portion of the Common Area to the lien of a deed of trust or other security interest without the approval of Members representing at least two thirds (2/3) of the voting power of each class of Members.

(d) The right of the Association to take any necessary and reasonable steps 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 any security interest by a creditor.

(e) The right of the Association to adopt reasonable rules and regulations regarding the use of the Common Area and to limit the number of Invitees who may use any portion of the Common Area.

(f) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any public or private utility and drainage lines or appurtenances to any governmental agency or authority or any utility, the Declarant or any other Person, provided, however, 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.

(g) The right of the Association to open all or any portion of the Common Area to a wider group of Persons for such purposes on the terms and conditions as the Board of Directors may from time to time consider appropriate.

(h) The rights of the Owner to perpetual easements over and upon any of the Common Area for such portions of their Dwellings that may overhang, or otherwise encroach upon any of the Common Area for support, necessary repairs and maintenance, maintenance of reasonable appurtenances to the Dwellings, and reasonable ingress and egress to and from any Dwelling through and over the Common Area.

(i) The right of each Member, subject to the rules promulgated by the Board of Directors for parking and traffic control, to use the streets, roadways, sidewalks and parking areas situated upon the Common Area.

(j) The right of the Declarant to dedicate or grant the streets, roads, parking areas, sidewalks and/or rights-of-way as shown and designated on the Plat(s) to any governmental authority having jurisdiction over the Property. In the event that such streets, roads, parking sidewalks and/or rights-of-way have not been dedicated by the Declarant, then the Association by a vote of two thirds (2/3) of eligible members, shall have the right to dedicate such streets, roads, parking areas, sidewalks and/or rights-of-way to any governmental authority which will accept such dedication and agree to maintain or repair the streets, roads, parking areas, walkways and/or rights-of-way as public streets.

(k) The right of the Association to temporarily restrict the use, benefit and enjoyment of certain portions of the Common Area.

(l) The right of the Association to maintain electronically monitored and/or guarded gates to restrict or monitor pedestrian and/or vehicular access to and from the Property on private streets and roads located or situated in or on the Common Area.

(m) Those limitations and conditions which may be stated in any documents of record transferring to the Association an interest in a Common Area.

Section 2. Rights Not Subject to Suspension. The Association shall have no authority to either temporarily or permanently suspend any of the rights specified in Section 1(i) and Section 1(j) for any reason whatsoever.

Section 3. Delegation of Right to Use and Benefit. 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 of the Association may delegate his rights to the use, benefit and enjoyment to the Common Area to family members who reside permanently with such Owner, contract purchasers, and guests.

ARTICLE X.

ARCHITECTURAL CONTROL

Section 1. Architectural Review Committee. The Architectural Review Committee ("ARC") shall consist of not less than three individuals who shall be appointed or designated for two (2) year terms by the Board of Directors. Architects, engineers, designers and other professionals may consult with the ARC. It is the responsibility of each Lot Owner to acquaint his or her builder or architect with the ARC process and Architectural Design Guidelines. Prior to construction on the lot, each lot Owner shall comply with the application, approval and review process set forth in detail in the Architectural Design Guidelines. All Dwellings should be built according to the Architectural Design Guidelines furnished by Belle Meade. All decisions and actions shall require an affirmative vote of the majority of the ARC. The ARC shall use the Architectural Design Guidelines to review proposed construction but may consider special proposed projects, depending on certain special conditions, giving extensive consideration to each proposed project's impact on adjacent Dwellings and Lots.

Section 2. General Requirements. Except for maintenance and repair, no improvement, including, but not limited to, buildings, fences, walls 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 written approval of the Plans by the Architectural Review Committee. Any Owner or approved builder who remodels or alters existing improvements on any Lot shall be required to submit to the review of this Article X with respect to any improvement to be constructed, remodeled or altered on the Lot. Any Owner or approved builder, at its expense, shall complete and submit to the Architectural Review Committee, plans as called for in the Architectural Design Guidelines. All modifications of plans are to be furnished to the ARC, at Owner's expense. All modifications of plans shall be subject to the review process set forth in the Architectural Design Guidelines.

Every prospective Lot Owner should become familiar with the Architectural Design Guidelines prior to purchasing a Lot. Until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee, an Owner or approved builder may not:

(a) install, erect, attach, apply, paste, hinge, screw, nail, guild, alter, remove or construct any (1) lighting, (2) shade, screen, awning or patio cover, (3) exterior decoration, (4) fence or wall, (5) aerial line, (6) antenna, radio or television broadcasting or receiving device, (7) slab, walkways, driveway, road, curb (8) patio, balcony or porch; or (9) free standing flag pole;

(b) make any change or otherwise alter, including any change or alteration of color, to the exterior of any improvement constructed upon any Lot or upon any portion of the Common Area;
or

(c) make any change or alteration to the interior or exterior of any Dwelling which will alter the structural integrity of the Dwelling 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 Area, or impair any easement.

Section 3. Review Process. Review process shall be conducted as set forth in the Application and Approval process section set forth in the Architectural Design Guidelines.

Section 4. Approval by Declarant. Until the Common Area is conveyed or assigned to the Association, the Declarant, rather than the Architectural Review Committee shall enforce the provisions of this Article X and shall have sole authority to approve or disapprove the Plans of any Owner or approved builder. After the Common Area is conveyed to the Association, the Board of Directors for and on behalf of the Association shall establish the Architectural Review Committee and the Architectural Review Committee shall enforce the provisions of this Article X and shall approve or disapprove the Plans of any Owner or approved builder.

Section 5. Disclaimer. The Declarant and/or Board of Directors, and Officers of the Association, the Architectural Review Committee, and its members, 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, revisions, inspections, permissions, consents or required approvals from the Architectural Review Committee or public authorities or, if applicable, the Declarant, whether given, granted or withheld. No approval of Plans and no publication of architectural standards or bulletins shall be construed either to represent, guarantee or imply that such Plans or architectural standards will result in a properly designed Dwelling or other improvement, or to represent, guarantee or imply that any Dwelling or structure 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 6. Rules and Regulations. Upon the recommendation of the Architectural Review Committee, from time to time the Board of Directors (i) may adopt and promulgate such rules and regulations regarding the construction or alteration of any Dwelling or structure and the form and content of Plans to be submitted to the Architectural Review Committee for review and approval or disapproval, and (ii) as may be considered necessary or appropriate, 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 and 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. No such rules, regulations, statements or criteria shall be construed as a waiver of any provision of this Article X or any other provision or requirement of this Declaration.

ARTICLE XI.

EASEMENTS

Section 1. Utility Easements. The Declarant, the Association, and each utility providing service to the Property shall have and is granted or reserved non-exclusive easements and rights-of-way in, through, across, on, over and under the portions of the Property which are not improved with Dwellings, buildings 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(s), 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.

The Declarant shall have non-exclusive easements and rights-of-way in, through, across, on, over and under the portion of the Common Area which is not improved with buildings or 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, 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 Area and Community Areas shall be conclusively deemed to incorporate the provisions of this Section 1, 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 1.

The reservations and rights in this Section 1 expressly include the right to cut any trees, bushes, or shrubbery; make any gradings of the soil; and 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 2. 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.

Section 3. Maintenance and Support Easements. Where Dwellings are permitted on or in close proximity to the boundaries of a Lot, and the Common Area and each Lot and Dwelling on such Lot shall be subject to irrevocable easements for the benefit of the Association and the Owner of the adjoining Lots and abutting Dwellings for drainage for the maintenance and unobstructed and

uninterrupted use of any and all underground pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of every kind, to easements for maintenance and lateral support of adjoining and abutting buildings and improvements, to easements for such portions of any building or improvements that may overhang a Lot or any portion of the Common Area, and to easements for the walkways and sidewalks serving such adjoining and abutting areas.

ARTICLE XII

USE AND OTHER RESTRICTIONS AND REQUIREMENTS

Section 1. Residential Purpose. Except for the activities of the Declarant, an Owner or other builder during the construction and development of a Lot or the Common Area, except for activities and uses expressly permitted and not substantially inconsistent with the provisions of this Declaration or pursuant to the approval of the Architectural Review Committee, except as may be necessary or appropriate in connection with reasonable and necessary repairs or maintenance to any Dwelling or other improvements on a Lot, or the Common Area, and except as permitted by Article XII, Section 10, each Lot and Dwelling shall be used for private single family residences only and not for commercial purposes or for any development, operations or drilling for oil, gas or other minerals or any mining or related operations. The use of a portion of a Dwelling as an office by the Owner shall not be considered to be a violation of this Section 1 if such use does not create regular or continual customer, client, or employee traffic. In no event shall any Lot or Dwelling or other improvements on a Lot be used as a storage area for any builder or Owner.

Only one residence or Dwelling shall be erected or constructed on each Lot. The word Dwelling or residence shall include all attached galleries, porches, porte cocheres, projections and every other permanent part of the improvement, except for the roof. No separate outbuildings or batting cages are allowed. Steps, terraces and planters, if approved by the ARC, may not extend higher than one (1') foot above the finished grade lines of the Dwelling, and may not extend over the side Lot lines.

No building materials or temporary construction building, included but not limited to garages, shacks, barns, shall be placed on the Lot until the construction commences, and then all building materials or temporary buildings shall be within the Lot lines, and not in the streets or between the curb and property line. Any temporary construction building shall be maintained in a neat and tidy condition during construction on the Lot and must be promptly removed upon completion of construction. During the construction phase, all dumpsters for trash and debris shall be located on the street.

All mailboxes and fences on any Lot or Lot line shall be kept in good repair and condition. All structures shall be in good repair and adequately finished and/or painted. If an Owner is notified to correct any condition of disrepair, he must do so within 60 days, or the Declarant or the Board of Directors of the Belle Meade HomeOwner's Association shall remedy and repair the condition. The costs of the maintenance and repairs if performed by the Declarant or its successor, Belle Meade

HomeOwners Association, shall constitute a lien against the property until reimbursement for maintenance and repairs is made by the Owner. The Declarant or its successor shall be reimbursed for attorneys fees by the Owner, when the lien is satisfied.

The landscaping of a Lot, approved by the ARC, must be completed within 90 days of date the Dwelling is 95% complete. No change, alterations or dams changing the course of flow of any creek crossing or drainage flow is permitted without written approval from the ARC.

Section 2. Building Size and Construction The living area of any Dwelling, excluding porches and an attached garage, shall not be less than 1,600 feet. No Dwelling shall be over one story in height, except for a walk up storage area over the garage, without prior written consent of the ARC for a specific site plan. Garages must be located on the front or side of the Dwelling, unless specifically approved in writing by the ARC. All garages shall accommodate two vehicles, and shall be equipped with electronic remote control opening and closing devices. Each Dwelling shall be constructed principally of brick, and the roof shall have architectural fiberglass asphalt shingles, the color of which is set forth in the Architectural Design Guidelines or the City of Flowood Zoning Ordinances.

Section 3. Setback Restrictions. Any Dwelling shall be erected on any Lot in accordance with the City of Flowood Zoning Ordinances and in the front, shall not be nearer than twenty (20') feet from right of way line to the building setback line, and not nearer than five feet (5') to any interior property line with a minimum distance between Dwellings on adjoining Lots of ten feet (10'), excepting the right of overhang, unless authorized in writing by the Declarant and/or the Architectural Review Committee. If a utility or drainage easement is located between two Dwellings, the side setback shall be measured from the easement width, so that there is at least twenty feet (20') between the Dwellings, including the easement width. No Dwelling shall be erected within twenty (20') feet of the rear property line and may not be placed within a utility easement. Any discrepancy between the side Lot line setbacks set forth herein and the recorded plat shall be determined by the terms of this Declaration.

Section 4. Fences, Walls and Hedges. Each Lot Owner, at his own expense, shall construct a fence enclosing his rear yard, from and along the rear property line to the rear corner of the Dwelling. The fence design, fencing material, posts and stain color must be approved by the Declarant and/or the Architectural Review Committee, prior to construction. No fence, wall or hedge shall be placed on any Lot in the subdivision nearer to any front or to any side street than is permitted for the Dwelling on the Lot. No wire or chain link fence is permitted. If a hedge, shrub, tree, flower or other grows, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the Owner of adjoining property or the Declarant or his successor. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of the Declarant and such encroachment is wholly at the Owner's risk, and the removal thereof shall be solely at the expense of the Owner.

Section 5. Driveways. Driveway locations must be coordinated with locations of

electrical transformers along side Lot lines. Location and width of driveways must be shown on site plans and approved by the Architectural Review Committee.

Concrete drives and walkways shall have expansion joints not more than sixteen (16') feet apart, with one joint at back of street curb. The width of the driveway shall flare to an adequate width (not to encroach past property line) and driveway may be at least four inches (4") thick at its end towards the street paving, and this extreme end shall be poured against a horizontal form board to reduce the unsightly appearance of a raveling driveway. Any other surface shall be approved by the Architectural Review Committee.

Section 6. Concrete Sidewalks. Concrete sidewalks are to be situated four feet (4') from the back of the street curb and shall be four feet (4') in width, 3000 psi concrete, along the entire frontage of each and every street on which the Lot abuts, in accordance with the Architectural Design Guidelines.

Section 7. Yard Lighting. Each Owner may have landscape lighting including driveway and walkway lighting, approved by the Architectural Review Committee.

Section 8. Miscellaneous Restrictions. (a) Each Owner is responsible for his trash, garbage, ashes, refuse or other waste, all of which shall be placed in appropriate containers.. No Owner may dispose of his trash, garbage or other waste by dumping it on any Lot, or in the Common Area of the subdivision.

(b) Each Lot Owner is responsible for his own yard upkeep and maintenance, including but not limited to planting a minimum of one tree, at least six (6) feet in height in the front yard. All front lawn areas shall be sodded, and grass and weeds shall be kept mowed to prevent unsightly appearances. Dead, diseased, or damaged trees shall be promptly removed, and if not removed by Owner, then the Belle Meade HomeOwner's Association may, but shall not be required to, remove such trees at Owner's expense and shall not be liable for damage done in such removal. The cost of removal or cleanup, other than by Owner, shall constitute a lien upon said property, and the HomeOwner's Association is entitled to be reimbursed for all fees associated with the filing of said lien, including attorney's fees once the lien is satisfied.

(c) Each Lot Owner shall refrain from any unlawful activity upon any Lot or in any Dwelling, which may be noxious, detrimental, or offensive to any other Lot or to the occupants of any Lot.

(d) Each Lot Owner shall refrain from raising, breeding, keeping or pasturing any animals, livestock or poultry of any kind for commercial purposes. Each Lot Owner may have not more than three (3) dogs, cats or other household pets, subject to leash laws. Horses and livestock are prohibited in Belle Meade.

(e) Each Lot Owner shall have the obligation to maintain his entire Lot, which obligation shall include regular cutting, pruning, treating, fertilizing as well as care for trees, shrubs, grass and

all irrigation systems. Each Lot Owner is responsible for the silt run off and drainage from his Lot, conforming to the regulations of the City of Flowood and the Architectural Design Guidelines. This obligation applies to improved as well as vacant Lots, with the understanding that the Lot Owner of an unimproved Lot shall keep vegetation cut. Any pool equipment located on a Lot shall be hidden from the front and/or street view of the Lot by shrubbery or by an enclosed fence constructed of the same material as the Lot Owner's boundary fence. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat(s). The easement area of each Lot, and all improvements in it, including easements for drainage and utilities reflected on the recorded Plat(s), shall be maintained continuously by the Lot Owner, except for those improvements for which a public utility company or authority is responsible. Should a Lot Owner fail to comply with this provision, the Belle Meade HomeOwner's Association may correct or remedy any such prohibited condition and the cost of same shall constitute a lien upon said property, and the HomeOwner's Association is entitled to be reimbursed for all fees associated with the filing of said lien, including attorney's fees once the lien is satisfied.

(f) Each Owner shall refrain from interfering with the established drainage pattern over his Lot from adjoining or other Lots in said subdivision, as well as make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his Lot. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said tract, was completed by Declarant.

(g) Each Lot Owner shall refrain from erecting any signs or advertising devices of any kind on any newly constructed home or Lot, other than one name and/or number plate not exceeding 72 square inches in area and one temporary sign for sale purposes not exceeding 8 square feet in area. The latter must be a sign approved by the Architectural Review Committee.

(h) Each Lot Owner shall refrain from erecting an outside clothes line or other outside clothes drying or airing facilities, unless it is in an enclosed area, not visible to the public.

(i) Each Lot Owner shall purchase a conforming mailbox in accordance with Architectural Design Guidelines. The mailbox shall be erected within 30 days of the completion of a Dwelling on the Lot.

(j) No tent, recreational vehicle, mobile home, trailer of any kind, or similar structure, and no truck, motor home, camper, or boat shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, other than in a garage. The doors of garages housing trucks, campers or boats shall be closed at all times except for actual entry or exit. Parking on the street is prohibited.

(k) No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers, or the like shall be kept on any Lot other than in the garage, or other structures approved by the Committee.

(l) Each Lot Owner agrees that no privy, cesspool or septic tank, or disposal plant shall be erected or maintained on any part of this property. The Lot Owner shall not excavate without prior written consent of the ARC.

(m) Any antenna for transmission or reception of television signals, including but not limited to concave dishes or receivers for reception of satellite signals, commonly referred to as satellite dishes, radio signals, or any other form of electromagnetic radiation must be approved by the ARC before it is erected, used, or maintained outdoors, whether attached to a building or structure or otherwise. If approved, the antenna or satellite dish must be shielded and hidden from the view of general public and area Property Owners. Each Lot Owner will refrain from installing, placing or maintaining lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, anywhere in or upon any Lot other than within the Dwelling unless the same shall be contained in conduits or cable constructed, placed and maintained underground or concealed in or under the Dwelling.

(n) In addition to the obligation of each Lot Owner to maintain his Lot, each Lot Owner who owns a Dwelling on the Lot shall have the obligation to maintain and repair the exterior of the Dwelling in a tasteful manner. Any Dwelling on the Lot that is destroyed partially or totally by fire, storm or any other means shall be repaired and reconstructed according to the original plans at the Lot Owner's own expense, or demolished within a reasonable period of time, and the Lot restored to an orderly and attractive condition. Each Lot Owner agrees not to use his Lot in such manner which would increase the hazard of fire on any other part or parts of the Lot or any property adjoining the Lot.

(o) The invalidity, violation, abandonment or waiver of any one or more of or any part of the reservations, restrictions, covenants, conditions or other provisions hereof, either as to all or any part of the land, shall not affect or impair such reservations, restrictions, covenants and conditions or other provisions hereof as to the remaining parts of the Lot and shall not affect or impair the remaining reservations, restrictions, covenants and conditions or other improvements hereof or parts thereof as to all the Lot.

Section 9. General Resolutions. Use of Lots, Common Area, roads, walkways and all other parts of Belle Meade by any person or entity shall be controlled and conducted in conformity with the provisions of the Architectural Design Guidelines.

Section 10. 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, the Common Area, including, without limitation, the installation and operation of sales and construction trailers, offices and other structures or other improvements. The right to maintain and conduct such facilities and activities specifically includes the right to use Dwellings as model residences, 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, machines and vehicles.

Section 11. Trespass. Whenever the Association and/or the Declarant is permitted by this Declaration to repair, clean, clear out or do any action on any part of the Property, including perform obligations or duties set forth in this Article and imposed on any Lot Owner under this Declaration, then entering any Lot for such purposes and taking such action shall not be or be deemed to be a trespass.

Section 12. 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 or maintenance of utilities, or which may ably change, diminish, obstruct, or retard the direction or flow of surface water or silt runoff in any drainage easement, swale or channel.

Section 13. Certain Controls. To control soil erosion and to protect the beauty of the Area, the Declarant and Association shall have the right, but not the obligation, to enter upon any Lot or Common Area before and after a Dwelling has been constructed on such Lot or Common Area to perform any grading or landscaping work or to construct and maintain erosion prevention devices. Prior to exercising its rights under this Section, the Declarant or, if applicable, the Association shall grant the Owner of the Lot the opportunity to perform such corrective actions required by giving the Owner a written notice stating the type of corrective action required and the date by which such corrective action must be completed. If the Lot Owner fails to perform the specified corrective action by such date, then the Declarant or, if applicable, the Association may then exercise the rights under this Section to enter in upon the Lot to perform such corrective action. The costs and expenses of such soil erosion control when performed by the Declarant or, if applicable, the Association shall be paid by the Owner immediately upon demand to the Owner and, if performed by the Association, such costs shall be considered to be a Special Assessment, including legal fees, against the Lot and the Owner of such Lot.

To implement effective control of insects and fire ants, vegetation and trash, the Declarant and the Association have the right, but not the obligation, to enter upon any unimproved Lot and upon which no landscaping plan has been implemented for the purpose of removing, clearing, cutting or pruning or mowing, pruning underbrush, weeds or other unsightly growth, removing trash or dispensing pesticides on such Lot if the Declarant or the Architectural Review Committee determines that the Lot distracts from the overall beauty, aesthetic characteristics or safety of any portion of the Property. Such control shall not be performed by the Declarant or the Association until 30 days after written notice of the need for such control has been given to Owner and the Owner has failed to perform such control within the 30 days. The costs and expenses of such control when performed by the Declarant or, if applicable, the Association shall be paid by the Owner, immediately upon demand and, if performed by the Association, such costs shall be considered to be a special Assessment against the Lot and the Owner of such Lot.

This Section shall not be construed as an obligation of the Declarant or the Association to mow, clear, cut or prune to provide garbage or trash removal services, perform any grading or landscaping work, construct or maintain soil erosion control or prevention devices, or provide water pollution control, on, to or for any Lot or property not owned by the Declarant or the Association.

ARTICLE XIII.

ENFORCEMENT OF DECLARATION

Section 1. 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, 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, the Architectural Design Guidelines, or ruling of the Architectural Review Committee, then the Declarant and/or the Association, 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 at the cost and expense of the Owner of the Lot where such structure is located or who otherwise causes such violation, if the violation is not corrected by such Owner 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 Article VI. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any Person or the Association 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 2. Enforcement. This Declaration shall be enforced by any appropriate proceeding at law or in equity against any Person who breaches or violates or threatens to breach or violate any provision of this Declaration, the Architectural Design Guidelines, or ruling of the Architectural Review Committee, to recover damages for any such breach or violation, 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 Article VI, and to enforce any lien created by this Declaration. There is a conclusive presumption that any actual or threatened violation or breach of this Declaration, the Architectural Design Guidelines, or ruling of the Architectural Review Committee 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 to which injunctive relief or other equitable relief is not an appropriate remedy.

ARTICLE XIV.

GENERAL PROVISIONS

Section 1. 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 Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns, until January 1, 2028. After such date this Declaration shall be automatically extended for the successive periods of 10 years unless a Supplement signed by a majority of the Owners has been properly filed for record to abolish or terminate all or a substantial portion of this Declaration at least six months prior to the effective date of such abolishment or termination.

Section 2. Amendments. Notwithstanding Article XIV, Section 1, this Declaration may be amended, modified and/or changed either (i) by the Declarant properly filing for record an Amendment at any time as long as Declarant owns a Lot in Belle Meade; (ii) by an Amendment properly filed for record and executed by the Owners of at least 75% of the Lots, if amended, modified and/or changed prior to January 1, 2028, and thereafter by the Owners of at least 75% of the Lots.

Section 3. Interpretation. The provision of this Declaration shall be construed to implement the purpose of the creation of a uniform plan for the development of Belle Meade.

Section 4. Severability. Invalidation of any provision of this Declaration by a judicial order shall not affect any other provisions of this Declaration which shall remain in full force and effect.

Section 5. Headings. The headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 6. 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 7. 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 with or without notice to or approval of the Association.

Section 8. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed or assignment purporting to such transfer shall contain a

provision incorporating the provisions of this Declaration by reference.

Section 9. No Dedication to Public Use. No provision of this Declaration shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Area 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 Area.

Section 10. Notice to First Mortgage Holders. If an Owner is in default, the Association shall promptly notify the holder of the First Mortgage on any Lot for which any Assessment shall and remain delinquent for at least 60 days, 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. However, any failure to give any such notice shall not affect the validity or priority of any First Mortgage and any First Mortgage shall not be altered, modified or diminished by reason of such failure, and any such failure shall not 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 foreclose the lien for an Assessment except after 10 days written notice to the First Mortgage holder encumbering the Lot which is the subject matter of such suit or proceeding.

Any holder of a First Mortgage of any Lot may pay any taxes, rents, utility charges or other charges levied against the Common Area, which may or have become a charge or lien of the Common Area, and may pay against any of the Common Area, 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. Any holder of a First Mortgage who advances any such payment shall be due reimbursement of the advanced amount from the Association.

Section 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 the singular shall include the plural.

Section 12. Exhibits. All Exhibits which are referred to in this Declaration are made a part of and incorporated into this Declaration by reference.

ARTICLE XV.

DECLARANT'S RIGHTS AND RESERVATIONS

Section 1. Declarant's Rights and Reservations. No provisions in the Charter, the Bylaws or this Declaration shall limit, and no Owner or the Association shall interfere with, the right of Declarant to complete or alter improvements or refurbishments to and on the Common Area or any

portion of the Property owned by Declarant, 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 by sale, 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 Owner, and each Owner hereby consents to such inconvenience or nuisance.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Declaration to be duly executed on the date first mentioned above.

**BELLE MEADE DEVELOPMENT, INC.,
a Mississippi corporation**

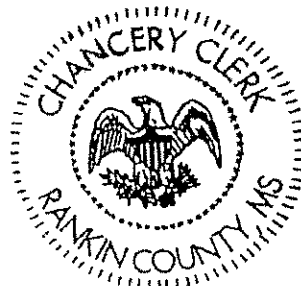
BY: Richard A. Rula
Richard A. Rula, President

Commence at the northwest corner of the Southwest Quarter of Section 24, Township 6 North, Range 2 East, Rankin County, Mississippi, said corner being marked by a 1/2" iron pin, and run thence East for a distance of 2.5' to a point; run thence South for a distance of 2,116.10' to an iron pin at a fence corner on the north right-of-way line of Mississippi Highway No. 25, (as said north right-of-way line was established in May, 1988), said iron pin being also the point of beginning of the parcel of land more particularly described as follows, to wit:

Run thence North 00° 05' 17" East for a distance of 1,192.70' to a point; run thence North 82° 47' 57" East for a distance of 210.18' to a point; run thence North 31° 16' 44" East for a distance of 36.37' to a point; run thence South 24° 10' 30" East for a distance of 133.13' to a point; run thence South 34° 00' 23" East for a distance of 50.14' to a point; run thence South 40° 45' 37" East for a distance of 123.29' to a point; run thence North 48° 02' 17" East for a distance of 96.56' to a point; run thence South 87° 55' 48" East for a distance of 149.92' to a point; run thence North 68° 16' 34" East for a distance of 54.64' to a point; run thence South 87° 55' 48" East for a distance of 131.70' to a point; run thence South 01° 35' 36" West for a distance of 9.01' to a point; run thence South 02° 28' 01" West for a distance of 56.00' to a point; run thence South 02° 28' 01" West for a distance of 82.83' to a point; run thence South 01° 20' 21" West for a distance of 132.65' to a point; run thence South 81° 58' 23" West for a distance of 12.70' to a point; run thence South 81° 28' 43" West for a distance of 171.61' to a point; run thence South 44° 19' 31" West for a distance of 169.11' to a point; run thence South 68° 21' 19" West for a distance of 310.23' to a point; run thence South 10° 17' 04" West for a distance of 487.20' to a point on said north right-of-way line of Mississippi Highway No. 25; run thence South 67° 30' 25" West along said north right-of-way line of Mississippi Highway No. 25 for a distance of 120.33' to the point of beginning.

The above described parcel of land is situated in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) and in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 24, Township 6 North, Range 2 East, Rankin County, Mississippi, and contains 10.423 acres, more or less. Bearings used in this description were taken from the record description and Plat of Survey of the parcel of land from which the premises was partitioned. Sufficient monumentation was available to establish said orientation.

EXHIBIT "A"



RANKIN COUNTY MS
THIS INSTRUMENT
WAS FILED FOR
RECORD

98 2-13 AM 4:10
IN B 886 P.592
MURPHY ADKINS, CHY. CLK.
BY [Signature] D.C.

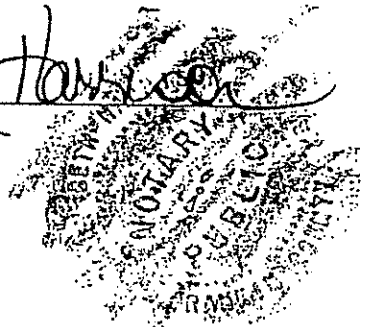
STATE OF MISSISSIPPI

COUNTY OF Rankin

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, the within named RICHARD A. RULA, President of Belle Meade Development, Inc., a Mississippi corporation, who acknowledged that after being authorized so to do, he signed and delivered the above and foregoing instrument.

This the 13th day of February, 1998

Mary Beth Hansen
NOTARY PUBLIC



My Commission Expires:

MY COMMISSION EXPIRES
MARCH 16, 2000

Indexing Instructions: SW 1/4 of SW 1/4 and the NW 1/4 of SW 1/4, Section 24, Township 6 North, Range 2 East, Rankin County, Mississippi