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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARRIAGE PARKE SUBDIVISION

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This Declaration of Covenants, Conditions and Restrictions for Carriage Parke Subdivision is made and entered into as of the 29 day of April, 2007, by Jeff Palmer Developments, LLC, a Mississippi Limited Liability Company (hereinafter referred to as "Declarant"), which terms shall also be construed so as to include any and all entities which are wholly owned by Jeff Palmer Developments, LLC on the signature page hereto, collectively referred to herein as "declarant".

WHEREAS, Declarant is owner and aggregate of certain real property situated in Lamar County, Mississippi more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes as if copied at length herein, the same being known as the proposed "Carriage Parke Subdivision", a subdivision evidenced by a plat which will be filed with the Chancery Clerk of Lamar County, and Declarant desires that there be created and developed thereon a residential community with designated common areas and with common facilities, for the benefit of the community; hereinafter referred to as the "Property"; and

WHEREAS, Declarant desire to provide for the preservation of the values in said community and for the maintenance of certain areas as may be designated by the Owners and, to this end, desire to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof; and

WHEREAS, the primary purpose of these covenants and the foremost consideration in the origin of same has been the creation of a residential community which is aesthetically pleasing and functionally convenient, Declarant have deemed it desirable, for the efficient preservation of the values in said community, to provide for an agency to which would be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collecting and disbursing the assessment and charges hereinafter created; and

WHEREAS, at a future date selected by Jeff Palmer Developments, LLC, in its sole and unrestricted discretion, the Carriage Parke Homeowners Association, Inc. (hereinafter, the "Association" shall be established and given ownership interest in the common areas) hereinafter set forth.

ARTICLE I. PROPERTY RIGHTS

SECTION 1. All lots or parcels of land shall be used for Single Family Residential Purposes exclusively. No structure or structures shall be erected, placed or permitted to remain on any property other than as provided in these covenants and restrictions, or except as provided for in each deed of conveyance. No out buildings shall be allowed without the prior written consent of the Architectural Review Committee, the membership of which is established as set forth herein below. Any such detached building shall nevertheless be in compliance with the set back requirements for improvements set forth herein below. The use of a portion of a residential unit as an office shall be considered as a residential use if such use does not create a significant increase in customer or client traffic to and from the residential unit, provided further that

2007 APR 29 PM 1 42
WAYNE SMITH
CHANCERY CLERK

Addendum #1
FOR RECORD OF THIS INSTRUMENT SEE
BOOK 19 W PAGE 260
This the 14 day of March 2008
WAYNE SMITH, Chancery Clerk
BY Sharon Newin D.C.

no sign, symbol, logo or nameplate shall identify any such business or office at any point within the Property.

ARTICLE II.
COVENANTS RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS

SECTION 1. Architectural review of specifications for a new construction or additions, reconstructions, alterations to structures or landscaping are required prior to commencement of any such construction activity. No building, wall, fence, sign, swimming pool, roof, exterior light or other structure or improvement shall be commenced or erected upon the exterior of any structure, nor shall any landscaping be done, nor shall any addition to any existing building be made until the proposed building plans, specifications (including height, color of roof, siding, materials and exterior finish), plot plan, landscape plan and construction schedule have been submitted to and approved by the Architectural Review Board as provided for in Sections 24, 25 and 37 below.

SECTION 2. Siting. To assure that buildings and other structures will be located so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of large trees, structures previously built or approved pursuant to this Article for adjacent lots and other aesthetic and environmental considerations, the Architectural Review Board and Declarant shall have the right to control and to decide (subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction) the precise site and location of any building or structures located on the lot. The location shall be determined only after reasonable opportunity is afforded the Property Owner to recommend a specific site.

SECTION 3. Tree and Bush Removal. No trees of any kind above five (5") inches in diameter at a point four feet above the ground level may be removed by any Property Owners, their successors and assigns anywhere within the Property, without the written approval of the Architectural Review Board or Declarant. A tree location plan and location map of adjacent and nearby structures may be required as part of the submission under Section 1.1, 1.2, and this Section.

SECTION 4. Topography and Vegetation. Topography and Vegetation characteristics of the Property shall not be altered by any Property Owners, their successors and assigns, through the removal, reduction, cutting, excavation or any other means without the prior approval of the Architectural Review Board or Declarant.

SECTION 5. Completion of Construction. The exterior of all buildings and other structures must be completed within twelve (12) months after the construction of a particular structure shall have commenced, except where such completion is impossible or would result in great hardship to the Property Owner or builder due to strikes, fires, national emergencies or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. All landscaping shown in plans submitted to the Architectural Review Board or Declarant must be completed within twelve (12) months of the date of initial occupancy, and, the Property Owner understands that the POA reserves the right to pay for the timely completion of any landscape installation not performed in full within the twelve (12) month period specified hereinabove. The Declarant or the Property

Owners Association will thereby have a lien on any such Property for the cost of completing such landscape installation plus a 20% overhead factor for installation supervisory work. This lien shall accrue interest at the New York Consensus prime interest rate prevailing on the date of completion of such work until its balance is paid in full.

SECTION 6. Hours of Construction. During the continuance of construction, the Property Owner shall require the contractor to maintain the structure in a reasonably clean and uncluttered condition, and construction during 90% of the construction days of the project may not commence before 5:00 a.m. or be continued after 7:00 p.m. if the Property is located within 500 feet of any occupied residence. The Declarant reserves the right to have Property cleaned and the Declarant or the Property Owner will thereby have a lien on any such Property that is not properly cleaned for such clean up cost as the Declarant or the Homeowners Association may incur.

SECTION 7. Lights and Signs. No lights, signs or ornaments shall be erected on the Property by anyone including, but not limited to the Property Owner, a realtor, a contractor or subcontractor except with the written permission of the Architectural Review Committee or Declarant. If such permission is granted, the Architectural Review Committee and Declarant shall have the right to restrict the size, color and content of such signs. No flashing light or signs with blinking lights shall be permitted on the Property. During or preceding construction the identification of firms shall be limited to one single sign structure in harmony with good graphic design standards identifying the various sponsors, designers, builders, etc., of the project. No sign advertising a commercial product (e.g., glass, paint, building materials, furniture or furnishing, roofing, or equipment, etc.) may be displayed on the site without prior developer approval.

SECTION 8. Other Buildings and Vehicles. No mobile home, trailer, tent, barn or other similar outbuilding or structure shall be placed on the Property at any time without prior approval from the Architectural Review Committee or Declarant, and such approvals shall normally be limited to temporary use of such structures reasonably essential to economical, orderly and efficient construction during the construction process only. No home trailer or residence trailers may be permitted on the Property. No boats, boat trailers, campers, trucks or utility trailers may be maintained on the Property unless or until an attractive screened-in storage facility for such boats, vehicles and trailers is constructed upon the Property and therefore used for such purposes. This section does not create in Declarant an affirmative obligation to provide such a screened-in storage facility. No such screened-in storage facility may be erected or constructed upon the Property without the approval of the Architectural Review Committee or Declarant.

SECTION 9. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured on the property; provided, however that a maximum of two (2) dogs, cats or other household pet may be kept in any one Residential Unit. Further prohibits exotic pets (e.g. gators, bears, large snakes and wild cats). In order to preserve the aesthetic qualities of the Property, to maintain sanitary conditions on the property, to prevent the spread of worms and infectious diseases on the Property, and to maintain a proper respect for other Property Owners and users of the Property, each person who keeps a pet within a Residential Unit shall abide by the following restrictions, conditions, and affirmative obligations: (i) No pets may be kept, bred or maintained for

any commercial purpose; (ii) The owner of such pet or pets shall exercise best efforts to not allow the pets to excrete upon the shrubbery or property of Residential Unit owners other than that property owned by the pet's owner or to excrete in any area within the Common Property which are regularly traversed or in which children may be expected to play; (iii) The owner of such pet shall use a scoop or other device to clean up any defecation or solid excrement left by their pet upon the Common Properties or properties of others; (iv) The owner of a pet will not allow the pet to roam unattended in the Property of others, Common Properties or roads; (v) The owner shall muzzle any pet which consistently barks or makes noises which might be reasonably expected to disturb other Property Owners, their Lessees and Guests. The breach of any of these five restrictions, conditions, and obligations and duties shall be a noxious and offensive activity constituting a nuisance.

SECTION 10. Unsightly Conditions. It shall be the responsibility of each Property Owner and his Lessees to prevent and remove the accumulation of litter, trash, packing crates or rubbish, or the development of any unclean, unsightly or unkept conditions of buildings or grounds on the Property either before, during or after construction, and each Property Owner and his Lessee shall prevent and remove accumulations which tend to substantially decrease the beauty of the specific property or the community as a whole.

SECTION 11. Sound Devices. No exterior speaker, horn, whistle, bell or other sound device, except devices intended for use and used exclusively (and with reasonable regard for neighbors) for safety or security purposes, shall be located, used or placed upon any part of the Property.

SECTION 12. Offensive Activity. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any substantial number of users or owners of neighboring dwellings.

SECTION 13. Laundry. In order to preserve the aesthetic features of the architecture and landscaping, each Property Owner, his or her family, his or her guests, or his or her tenants shall not hang laundry from any area within or outside a Residential Unit if such laundry is within the public view, nor hang laundry in full public view to dry, such as on balcony and terrace railings. This provision, however, shall be temporarily waived by Association or Developer upon publication, during periods of severe energy shortages or other conditions making the enforcement of this section contrary to the national or local interests.

SECTION 14. Duty to Rebuild or Clear and Landscape upon Casualty or Destruction. In order to preserve the aesthetic value and economic value of all individual properties within the Property, each Property Owner and Declarant (with respect to improved property owned), shall have the affirmative duty to rebuild, replace, repair, or clear and landscape, within a reasonable period of time, any building structure, improvement or significant vegetation which shall be damaged or destroyed by Act of God, fire, or other casualty other than war. Variations and waivers of this provision may be made only upon establishing that the overall purpose of these Covenants will be best effected by allowing such a variation. Variations to this Section 1-14 are to be strictly construed and the allowance of a variance by Association and Declarant shall not be deemed to be a waiver of the binding effect of this Section on all other Property Owners.

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SECTION 15. Subdivision of Property. No lot or property within the Property shall be subdivided.

SECTION 16. Prohibition of Automotive Fuel Tanks. No automotive fuel tank of any type whatsoever shall be permitted on the property. Moreover, tanks for the storage of heating or cooking fuels shall be permitted only if they are not exposed to view, and the same may be installed only within the main Residential Unit, within any approved accessory building, or within a screened area built in accordance with plans approved by Association or Declarant.

SECTION 17. Prohibition of Private Wells. No private water wells may be drilled or maintained on any residential property so long as Declarant or the Association or its licensees, agents, successors or assigns, maintains a water distribution line within two hundred and fifty (250') feet of such residential property with an average daily water pressure in such line adequate for normal household use in Residential Units served by such distribution line.

SECTION 18. Prohibition of Exterior Antennas. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any Residential Unit or on the lot or parcel provided, however, that the provisions of this paragraph shall not apply to Declarant for the installation of equipment necessary for a master antenna system, CATV or other similar systems within Carriage Parke. This prohibition does not preclude installation of a Direct TV/satellite dish provided that it is no greater than 24 inches in diameter and is not on the front façade of any residence or out building.

SECTION 19. Height and Number of Structures. On each residential lot, there shall only be constructed one (1) detached single-family Residential Unit not to exceed two (2) habitable stories in height above the minimum first floor elevation prescribed by the National Flood Insurance Administration and one (1) small one-story accessory building which may include a detached private garage and/or servant's quarters; provided, however, that the construction or use of such dwelling or accessory building does not overcrowd the site and further provided that such building is not used for activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

A guest suite or like facility without a kitchen may be included as a part of the main dwelling or accessory building, but such suite may not be rented or leased except as a part of the entire premises including the main dwelling, and such guest suite may not result in overcrowding the site.

SECTION 20. Square Footage Requirement. The minimum square footage for the residential buildings constructed on the various residential lots within Carriage Parke shall be as follows:

- (a) minimum of 1900 square feet of heated and cooled area
- (b) minimum of 2100 square feet of heated and cooled area for two story dwellings, with not less 1600 square feet being on the ground level
- (c) all houses must have at least a two (2) bay automobile garage opening to the side

SECTION 21. Time-Share Prohibition. The property subject to these Covenants shall, as previously indicated herein above, be used and occupied for single-

family Residential Unites and such Residential Units shall not be utilized for purposes of time-sharing or interval ownership or similar license, lease or other plans of the time-share type as those terms are currently generally utilized in the real estate industry or as those or similar terms are generally understood.

SECTION 22. Minimum Set Backs. To maintain the visual integrity of the property, construction of dwellings on each lot shall be subject to the following minimum set backs:

- (1) lots numbered 1 through 45, and lots 68 through 70:
 - (a) front 25 feet, rear 20 feet, side 10 feet
- (2) lots numbered 46 through 67
 - (a) front 25 feet, rear 10 feet, side 10 feet minimum separation between adjacent structures

Lots 46 through 67 are considered garden home or patio lots.

It may be impossible or inadvisable to enforce the above stated set back requirements due to natural terrain on certain lots, as well as such lots configuration and proximity to adjacent structures. Therefore, notwithstanding anything else herein to the contrary, the Architectural Review Committee may approve specific deviations to said set back requirements which it believes to be beneficial to the specific home site or to adjacent home sites.

SECTION 23. Parking. Each residential building shall provide for off-street parking in the form of a paved driveway or other approved substance extending from the street paving to the garage as approved by the Architectural Review Committee. No parking on the street by an Owner shall be allowed.

SECTION 24. Roof Pitch/Materials. The pitch of the roof should not be less than 8:12 pitch. The Architectural Review Committee may approve a lesser pitch if the designer can show that it is more appropriate to the proportions of the house. All roof materials must be of an architectural design approved by the Architectural Review Committee. The roof shingles must be architectural styled shingles and must be approved by the Architectural Review Committee. Nail-over ridge vents must be used. A sample must be submitted when submitting plans for consideration and approval. Upon proper request, copper accent roofs will be allowed.

SECTION 25. Exterior Siding. Residences may contain exterior siding of brick, wood or synthetic wood product such as hardy board. No vinyl siding will be allowed. Said prohibition notwithstanding a house may use vinyl soffit and fascia boards and friezes. Stucco may be acceptable, but any stucco color will have to be approved in advance in writing by the Architectural Review Committee.

(a) with brick exteriors, the brick must contain a shade of the color red, a sample must be approved by the Architectural Review Committee. Some examples of acceptable brick are: Olde Jackson, Firethorn, Wisteria, Kimberly, Bordeaux, Monticello, Stockton, Comella, French Quarter, and Autumn Rose. A sample must be submitted when submitting a Home Owners Plan for approval by the Architectural Review Committee.

SECTION 26. Chimneys. All exposed portions of chimneys must be brick, stucco, synthetic stucco, or hardy board. Stack vents are to be painted the color of the roof and must be located in the rear of the home.

SECTION 27. Mailboxes and Driveways. All mailboxes will be alike and information provided about where to obtain will be provided by Declarant. Location of a mailbox should not detract from the integrity of the subdivision or an individual owners home site. Driveways and sidewalks must be constructed of concrete, wash aggregate concrete, stained concrete, stamped concrete or brick pavers. Asphalts, and granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways.

SECTION 28. Windows and Doors. Windows may be either vinyl frame or wood frame windows. Metal windows of all kinds are specifically prohibited. Any window that is 6 square feet or more in gross surface area should have divided lights, provided that such window faces a front elevation. Front doors must be subject to being stained and must be stained in a color suitable to the specific style of the residence on each lot. The suitability of the front doors for particular homes shall be determined by the Architectural Review Committee.

SECTION 29. Finished Slab Elevations. No finished slab or other foundation for permanent improvements intended for habitation shall be constructed less than 16 inches above the elevation of ground level in the immediate front of the house at the front porch or stoop after all grading and landscaping has been completed.

SECTION 30. Fences. Fences on individual lots will be evaluated on a case by case bases. Chain link, all metal fences and metal fence dog kennels are specifically prohibited.

SECTION 31. Retaining Walls. Retaining Walls shall be evaluated on a case by case bases as to the height and construction specifications.

SECTION 32. Utilities. All utilities running to the individual residence shall be placed underground. These requirements extend to and expressly include any propane tanks on any applicable lot. All Lots are subject to a sewer agreement between each lot Owner and Carriage Utilities.

SECTION 33. Common Area Walkways. Declarant retains, without obligation, an 8 foot easement along, but not necessarily bordering the road edge of all lots for the purpose of constructing a bikeway or walking path. The Declarant reserves the right to transfer this easement to the Property Owners Association. Nothing in this section shall be construed as placing an affirmative obligation on the Declarant to provide or construct any such improvement.

SECTION 34. Enforcement. The Declarant shall have the right, but shall not be obligated, to proceed at law or in equity to enforce the terms of these covenants and conditions. Violators shall be personally obligated to reimburse the Declarant in full for all its direct and indirect cost, including but not limited to legal fees incurred by Declarant in maintaining compliance with these covenants and conditions, and such obligation shall constitute a lien upon any violators' property.

SECTION 35. Right of Ingress and Egress. The Declarant and the Homeowners Association retain an easement and licenses to enter upon any part of the property, after reasonable notice, to engage in any repair, maintenance, upkeep or reconstruction as may be necessary to enforce compliance with these covenants and conditions, and the full cost of any such maintenance, repair, upkeep or reconstruction

shall constitute a lien upon an effected Property Owners lot, and shall be a personal obligation of such Property Owner. When the Declarant or Association enters on to Property Owners' Property for the purpose of taking actions set forth above, Such action shall not be deemed a trespass.

NO TRUCKS OR VEHICLE EXCEEDING ONE TON SHALL BE STORED OR PARKED ON ANY LOT OR COMMON AREA. Mobile homes, utility trailers and any other kind of wheeled vehicle shall also be prohibited on site unless it is separately garaged in an approved building designated for that purpose. All contractors, subcontractors, agents of contractors and materialmen shall be liable for any damage caused by their employees, vehicles, materials, or product deliveries to any portion of the Property. Such party will be wholly responsible to repair the damages incurred and to restore the Property to its condition prior to such incident. If the common area is damaged by any such party, and such party fails or refuses to pay, it shall become the responsibility of the homeowner whose construction activity caused such party to be on the Property. This provision requiring homeowner indemnification shall not apply in the absence of prior written demand to such contractor, subcontractor or materialman as set forth hereinabove.

SECTION 36. Utility Compatible Design. The property that is the subject of these covenants and conditions is serviced by Pearl River Valley Electric Power Association. Pearl River Valley provides specific construction guidelines known as the "Comfort Advantage" program. If a house is constructed outside of the "Comfort Advantage" parameters, the owner/builder agrees to pay the Declarant a \$500.00 fee to compensate the Declarant for power installation rebate fees. Propane fireplaces are the only propane fuel appliances allowed on any lot, unless the owner/builder agrees to pay the \$500.00 fee referenced above.

SECTION 37. Ceiling Height. All residences shall be constructed with ceilings on the ground floor not less than nine (9') feet high.

SECTION 38. Foundation Construction. Both concrete "slab" construction and "crawl space" construction are allowed. Other foundation structures are prohibited.

SECTION 39. Open Fires. No Owner shall burn, or permit the burning out-of-doors of garbage, trash or other refuse, nor shall any Owner accumulate, or permit the accumulation out-of-doors of such garbage, trash or other refuse upon such lot, the single exception being: branches, twigs, etc. resulting from the approved tree removal and/or brush clean-up attendant to allowable clearing shall be permitted to be burned under appropriate fire-safety conditions. The burning of leaves is expressly prohibited. Fires during initial construction may be permitted provided that they are small and constantly attended, the purpose of such fires being limited solely to disposal of construction debris.

SECTION 40. Firearms. Use of firearms (i.e. shot guns, rifles, pistols, etc.) within the subdivision is expressly prohibited, except in defense of life or property. Outdoor pursuits wherein powered or propelled BB's, pellets or projectiles are legally employed (i.e. air-guns, CO2 devices, archery equipment, rocketry, etc.) must be so set up and conducted as to guarantee such powered or propelled entities shall be positively arrested within the property boundaries of the originating Owner's lot.

SECTION 41. Use of "Offroad" Vehicles. Offroad vehicles shall not be permitted to be used in Carriage Parke Subdivision. This prohibition applies to all areas within the subdivision including individual lots, common areas and public roadways.

SECTION 42. Future Site Control. To prevent excessive "run" or drainage from any Lots, the Declarant expressly grant/reserve unto Developer and the Architectural Review Committee, the Association and to himself, the right to establish a maximum percentage of Property which may be covered by a building, patio, driveway or other impervious structure. This provision is meant solely to minimize excessive water runoff that may or could potentially cause damage to downstream homeowners or any common area of the Property. Neither this nor any other right granted or reserved herein unto the Declarant, Association or the Architectural Review Committee shall be construed however to be an obligation of either Declarant, the Association or the Architectural Review Committee to take any such action.

SECTION 43. Unsightly Conditions and Nuisance. Each owner shall be responsible to prevent the development or accumulation of any unclean, unsightly or unkempt condition of buildings or grounds on their respective Property, to the extent that they shall tend to substantially decrease the beauty of the community as a whole or as a specific area. Clotheslines are discouraged, but, if used, must be concealed from view from any street.

ARTICLE III COVENANTS AND ASSESSMENTS

SECTION 1. Purpose of Assessments. In order to provide a permanent fund to maintain, landscape and repair common areas, including but not limited to walkways and community landscaping, provide for community area pest control when needed, and in general to provide those services important to the development and preservation of an attractive community appearance, and further to maintain the privacy of security and general safety of the residential community, each owner of a residential lot shall pay an assessment to be made annually. The assessment can be collected from time to time as hereinafter provided, on a monthly interval, or such other interval as Declarant or Association may determine. Such assessment shall be a charge on each Homeowners Property and shall be a continuing lien upon such lot together with interest thereon at the New York Consensus Prime Rate prevailing at the time such lien is established. Such assessment shall also be the continuing personal obligation of the person who is the owner of such Property at the time when the assessment initially became due.

Such assessment shall also be used to purchase Common Area Liability Insurance.

- (a) the annual assessment for the Declarant shall be one-third of the amount assessed to an individual lot owner. This special assessment rate shall remain in effect as to Declarant until such time as the Declarant owns fewer than 20% or fewer of the lots at Carriage Parke (14 lots).

SECTION 2. Special Assessments. In addition to the annual assessments authorized above, the Declarant or Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of paying or defraying in whole or in part the cost of any construction, repair or replacement of capital improvements in the common area, provided that any such assessment shall have the

assent of two-thirds of the votes cast by members who are voting in person or by proxy at a meeting duly called for this purpose.

The Declarant or Association shall give written notification to the holder of any mortgage of a lot of any non-paying owner of such owner's default in paying in the assessment when such default has not been cured within sixty (60) days. If any assessment is not paid within forty (40) days after the delinquency date, the Declarant or the Association may, at its election, bring an action at law against the owner personally obligated to pay the same in order to enforce payment. This will be added to the amount of such assessment, the cost of preparing and filing the Complaint in such action, and in the event a Judgment is obtained, such Judgment shall include interest at the legal rate on the assessment as above provided, together with a reasonable attorney's fee to be fixed by the Court together with all cost of Court and reasonable related attorney's fees.

SECTION 3. Non-Liability of Directors or Declarant for Damages. Neither the Declarant, nor any officer director or agent of the Property shall be liable for any incidental or consequential damages for failure to inspect any site or improvements or portion thereof or to repair or maintain the same.

SECTION 4. Notice and Quorum for Assessment Action. Written notice of any meeting called for the purpose of taking any action authorized herein or in the Association Bylaws shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

SECTION 5. Reserves. The Association shall establish and maintain a reserve fund for maintenance of the Common Areas and replacement of any community facilities, and shall allocate and pay to such reserve fund whatever amount may be designated from time to time by the Board of Directors. The proportional interest of each member in any such reserves shall be considered an appurtenance to the Owner's Lot, and shall not be withdrawn, assigned or transferred separately from or otherwise than as an appurtenance to the Lot to which it appertains, and shall be deemed to be transferred with such Lot.

SECTION 6. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein should be subordinate to the lien of any recorded first mortgage. The sell or transfer of any lot pursuant to mortgage foreclosures or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments, which became due prior to such sell or transfer. No sell or transfer of a lot shall relieve such lot from liability for any assessments thereafter becoming due from the lien thereof.

SECTION 7. Duties of the Board of Directors of Homeowners Association. The Declarant and the Board of Directors of the Association shall fix the date of commencement in the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date, and shall at the time, prepare a roster of the lots and assessments applicable thereto, which shall be kept in the office of the Declarant. At such point in time when more than one-half of the

lots (at least 36 lots) are sold, the roster of lots and assessments shall be kept in the office of the President of the Board of Directors of the Association.

(b) Written notice of all assessments made shall be delivered or mailed to every member subject thereto in accordance with the time limitations set forth in this paragraph above.

(c) The Board of Directors shall, upon demand, at any time, furnish to any member liable for said assessment, a certificate in writing signed by an officer of the Association, or the Declarant as applicable, setting forth whether said assessment has been paid. Said certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board of Directors or the Declarant for the issuance of such certificate.

(d) Until more than one-half of the lots on the Property are sold, the Declarant shall be the party to determine the amount of any lot assessments, but the purpose of such assessments is solely for maintenance and preservation of the common areas, reserves for any capital improvements, and sums reasonable calculated to reimburse all general operational overhead expenses of the Property.

SECTION 8. Designated Representative. The Declarant or the Board of Directors, as applicable, may designate a person or persons to respond to complaints received with regard to any violation of the covenants, and such person shall be authorized to inform the violators of such complaint. If the violation is not expeditiously terminated, the Declarant or Board of Directors may, but shall not be obligated to, engage legal counsel to bring an appropriate injunctive action to enforce these covenants. After adjudication by the initial Court of equity jurisdiction, violators should be obligated to reimburse the Declarant or the Association in full for all of its direct and indirect cost, including but not limited to legal fees and expenses incurred in any such action.

SECTION 9. Architectural Control and Review. An Architectural Review Committee shall have the ultimate authority for decisions and actions pertaining to architectural, siting, landscaping, vegetation and building controls. The Committee shall initially be composed of three (3) people appointed by the Declarant. Until such time as Declarant has sold more than one-half of the lots (at least 36), he shall continue to appoint all Members of the Architectural Review Committee. Thereafter, until more than two-thirds (at least 47 lots) are sold, Declarant retains the right to appoint two (2) of the three (3) Members of the Architectural Review Committee. When at least two-thirds of the lots are sold, Declarant still retains the right to appoint at least one (1) Member of the Architectural Review Committee until the Declarant relinquishes this power, or until all lots are sold, whichever event occurs first.

The Members of the Architectural Review Committee may be compensated in a manner and to the extent that is deemed prudent and reasonable in the judgment and discretion of the Declarant, and the Board of Directors.

SECTION 10. Submission Approval and Refusal of Architecture, Siting, Landscaping or Building Plans. All plans shall be of the English Country, French Country, French Scandia, Old European, Acadian, or similar architectural design. The Architectural Review Committee may reject any plans that do not comply with one of these façade design schemes.

(a) In the event approval of submitted plans is neither granted nor denied within fifteen (15) days following receipt by the Architectural Review Committee of written request for approval, the applicant may send a demand for action by certified

mail and, if application is neither granted nor denied within ten (10) days of receipt of such demand, the provisions of this section shall be thereby waived by the Architectural Review Committee, and the plan shall be deemed approved.

SECTION 11. Bases for Refusal or Approval of Plans. Refusal of approval of plans, location or specifications may be based upon any ground which is consistent with the objectives of the covenants and conditions, including purely aesthetic considerations, so long as such review is not administered in an arbitrary and capricious fashion. To assist Property Owners, Architectural Guidelines may be promulgated by the Architectural Review Committee from time to time at its option. If such standards are published, the Architectural Review Committee will adhere to such standards for owners who purchase Property in reliance on the published standards.

SECTION 12. Approval not a Guarantee of Good Workmanship. No approval of plans, location or specifications and no publication of any architectural standard bulletins by Architectural Review Committee shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence, or that such standards necessarily comply with pertinent law. Furthermore, such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good and workmanlike manner. No implied warranties of good workmanship, designed, habitability, quality or fitness for particular purpose shall arise as a result of any plans, specifications, standards or approvals made the Architectural Review Committee, or its successors or assigns.

SECTION 13. Liabilities for Approvals Granted by the Architectural Review Committee. Neither the Architectural Review Committee nor the Declarant shall be liable to any Property Owner or to any other person on account of any claim, liability or damage suffered or incurred by or threatened against a Property Owner or any such other person arising out of, or in any way relating to the subject matter of any review, acceptance, inspection, permission, consent or required approval which must be obtained from the Architectural Review Committee, whether such approval was given or withheld.

ARTICLE IV

ADDITIONS, LIMITATIONS, MODIFICATIONS, DURATION AND ASSIGNMENT

SECTION 1. Covenants Running with the Land. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of Declarant for a period of twenty (20) years from the execution date of this Declaration after which time, all said Covenants shall be automatically extended for an unlimited number of successive periods of ten (10) years, unless an instrument signed by a majority of the then lot or parcel owners subject to the covenants, has been recorded, agreeing to change said covenants in whole or in part.

SECTION 2. Modification. Declarant reserves the right to modify at any time in its sole discretion the restrictive covenants as contained herein and to impose additional covenants upon the areas within the limited residential areas in Carriage

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Parke. Such modified covenants shall be made applicable by reference in conveyances of property made subsequent to such modification or addition.

SECTION 3. Assignment. The Declarant, or Board of Directors, as applicable, reserves the right to assign to the Public Service District or to a property owners' association whose membership consists of at least seventy-five (75%) percent of the property owners in Carriage Parke as determined by the total of all persons owning property within Carriage Parke as shown on the tax records of Lamar County as of January 1st of the year in which the proposed assignment would occur, its rights reserved in these covenants to approve (or disapprove) improvements proposed in Carriage Parke including but not limited to the right to approve (or disapprove) plans, specifications, color, finish, plot plans and construction schedules.

SECTION 4. Additional Provisions in Deed. The Declarant or Board of Directors, as applicable, reserve the right to include in any contract or deed hereafter made, modifications and/or additions to the restrictive covenants as contained in this Declaration, with such modified covenant being made applicable by reference to conveyances of Land made subsequent to such modifications.

**ARTICLE V
MEMBERSHIP AND VOTING RIGHTS**

SECTION 1. Membership. The Members of the Association shall be and consist of each and all of the following, to-wit:

- (a) Every person who is, or hereafter becomes, an Owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a lot" shall include a contract seller of any such lot, but shall not include any person who owns such title solely as security for the performance of an obligation or payment of a debt.
- (b) The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all members with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each lot owned. When more than one person or entity holds an interest or interest in any lot, all such persons or entities shall be Members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

CLASS B. Class B Member(s) shall be the Declarant. The Class B Member(s) shall be entitled to three (3) votes for each lot owned except as restricted herein. When the total votes outstanding in the Class A membership equal the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership. Notwithstanding the foregoing, ten (10) years from the date of the conveyance of a Lot to a Purchaser, all Class B membership shall cease and be converted into Class A memberships.

SECTION 2. Voting Rights. Each Member shall have one (1) vote in the election of each officer of the Association. For all other purposes, the voting rights of the Members shall be by class of membership, and shall be as follows, to-wit:

- (a) **CLASS A MEMBERS.** Each person, or other than persons herein defined as "Declarant", who is or who hereafter becomes the Owner of a lot, shall be a Class A

Member of the Association. Class A Members shall be entitled to one (1) vote for each lot owned.

(b) **CLASS B MEMBERS.** Each of the persons herein defined as "Declarant" and the nominee or nominees, if any, of each such person, shall be Class B Members of the Association. Class B Members shall be entitled to three votes for each lot owned.

ARTICLE VI VIOLATION OF COVENANTS

SECTION 1. Owner Enforcement. In the event of a violation or breach of any of the restrictions contained herein by any lot or parcel owner, or agent of such owner, in addition to the enforcement rights of Declarant or Board of Directors as provided herein the owners of lots or parcels in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event.

SECTION 2. Cost of Enforcement. Any person or entity entitled to file a legal action for the violation of these covenants shall be entitled to recover costs and reasonable attorneys' fees as a part of such action.

SECTION 3. Inaction Not Waiver. The failure to enforce any rights, reservations, restrictions or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent hereto and shall not bar or affect its enforcement.

SECTION 4. Continuing Effect. The invalidation by any court of any restrictions of these covenants shall in no way effect any of the other restrictions, but they shall remain in full force and effect.

ARTICLE VII GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

SECTION 1. Powers and Duties. The Association shall act through its Board of Directors. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association. In such capacity, the Board of Directors shall have all power and authority to do all acts and things except those prohibited by law, by this document or by such bylaws as the Association may adopt. The powers, authorities and duties of the Board of Directors shall include, but not be limited to the following:

(a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with and the provisions of the Bylaws and this Declaration;

(b) To provide for the establishment, assessment, collection, use and expenditures of assessments and carrying charges from the Members, and for the filing and enforcement of liens thereof in a manner consistent with law and the provisions of the Bylaws and this Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas

and community facilities and to provide service on the project in a manner consistent with law and the provisions of the Bylaws and this Declaration, and

(d) To provide for the promulgation and enforcement of such rule, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including, but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and community facilities by the Members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and the provisions of the Bylaws and this Declaration; and

(e) To purchase insurance upon the Common Areas and community facilities in a manner provided for in the Bylaws and this Declaration; and

(f) To allow construction of buildings and accessory buildings on Common Areas for member use and property maintenance.

(g) To repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of the Bylaws and this Declaration and otherwise improve the Common Areas and community facilities; and

(h) To purchase lots and so lease, mortgage or convey the same, subject to the provisions of the Bylaws and this Declaration.

SECTION 2. Election of Directors. The developer, its successors or assigns, may appoint and remove Members of the Board of Directors, and in the event of vacancies, the developer shall fill the vacancies, until no later than the earlier of sixty (60) days after seventy-five percent (75%) of the total number of lots are sold. Notwithstanding the foregoing, within ninety days after conveyance of twenty-five percent (25%) of the lots, the lot owners other than developers shall be entitled to elect twenty-five percent (25%) of the members of the Board of Directors. Not later than ninety (90) days after conveyance of fifty (50%) of the lots to parties other than developer, forty percent (40%) of the members of the Board shall be elected by lot owners other than developer. The Declarant shall be entitled to appoint at least one (1) Member of the Board of Directors as long as the developer has development rights, which rights consist either of continuing lot ownership or a contractual duty and obligation to continue with development activity.

SECTION 3. Easements. The Declarant and the Association reserves unto themselves, separately, and their successor and assigns, a perpetual, alienable and releasable easement and right in, on and over and under property upon which residences are constructed and other areas as shown on an applicable plat, to erect, maintain and use electrical, cable television, telephone, wires, cables, conduits, drainages ways, sewers, microwave transmission and reception equipment, garbage collection facilities, pumping stations, water mains and other suitable equipment for the conveyance and use of electricity, telephones, gas, sewer, water, data, drainage or other public conveniences or utilities, in or over those portions of such property as may be reasonably required for utility pathway purposes; provided, however, that:

(a) no utility easement shall run across any portion of the Land which is covered by an existing building or other improvement other than roads, or across any land for which written approvals to construct an improvement thereon have been obtained within the past year from Declarant or the Architectural Review Committee;

(b) such easement or installation of utilities therein or thereon shall be maintained in as attractive a state as is commercially and technologically feasible;

(c) The Declarant or Association without obligation reserves the right to transfer such utilities and easements, in whole or in part, to the applicable public service utility or privately contracted entity, at which time such entity shall be responsible for and have the obligations to operate and maintain such utility easements or corridors;

(d) The above reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installment and to maintain reasonable standards of health, safety and appearance.

**ARTICLE VIII
PROPERTY SUBJECT TO THIS DECLARATION**

SECTION 1. The Property. The Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

SECTION 2. Phase Development. The Declarant hereby expressly grant/reserve unto Declarant the option and right to add additional lands to this Declaration, pursuant to and subject to the following provisions:

(a) The consent of the Owners shall not be required for the annexation of future phases, and Declarant may proceed with such annexation at its sole option and determination.

(b) Declarant's option to annex future phases shall expire fifty (50) years after the date of recording this Declaration. Declarant may annex and add to Carriage Parke Subdivision and include as Property, subject to this Declaration, all or any part of the Property adjacent or contingent to Carriage Parke Subdivision.

(c) Declarant may make additional lands subject to this Declaration by filing of record a Supplemental Declaration which shall extend the scheme of the Covenants, Conditions, and Restrictions of such Declarations to such property or properties; provided, however, that such Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties but which are not generally inconsistent with the concept of this Declaration, provided, however, in no event shall such Supplemental Declaration otherwise modify the covenants established by this Declaration for the existing Properties.

(d) Each Owner hereby grants a power coupled with an interest to Declarant, its successors and assigns to make or consent to the said amendment(s) to the Declaration on behalf of each Owner to add future phases to Carriage Parke Subdivision. Title to each lot is declared and expressly made subject to the terms and conditions hereof, and acceptance by any Grantee of a deed from Declarant or from any Owner shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint Declarant, its successors and assigns, as their true and lawful attorney-in-fact for the purpose of dealing with the addition of future phases to the Property as herein provided. As attorney-in-fact, the Declarant shall have full and complete authorization, right and power to make, execute and deliver an amendment to this Declaration or Bylaws or any other instrument with respect to the interest of an Owner which are necessary and appropriate to exercise the powers herein granted.

SECTION 3. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- (a) all properties dedicated and accepted by the local public authority and devoted to public use for roads, or any easements for water, sewer or any form of utility;
- (b) all areas unplatted or reserved by Declarant on the recorded plat of the property.

**ARTICLE IX
AD VALOREM AND PROPERTY TAXES**

Each Owner shall be responsible for and promptly pay ad valorem and property taxes on his/her lot. The Association shall pay the ad valorem and property taxes on the common area and common facilities.

**ARTICLE X
GENERAL PROVISIONS**

SECTION 1. Duration. The Covenants, Conditions and Restrictions of 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 Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for the term as set forth in Article IV Section 1 ("Covenants Running with the Land") unless an instrument signed by a majority of the Owners has been recorded in the Deed Records, in said Chancery Clerk's Office agreeing to abolish the said Covenants, Conditions, and Restrictions in whole or a substantial portion thereof; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

SECTION 2. Amendments. Notwithstanding Section 1 of this Article, the Covenants, Conditions and Restrictions of this Declaration may be amended and/or changed in part with the consent of seventy-five percent (75%) of the Owners (for this purpose each Owner shall have one vote for each Lot owned), and in each case such amendment shall be evidenced by a document in writing bearing each of their signatures. All amendments, if any, shall be recorded in the Office of the Chancery Clerk of Lamar County, Mississippi.

SECTION 3. Enforcement. Enforcement of these Covenants, Conditions and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. Severability. If one or more of the covenants, conditions or restrictions herein contained shall be held by any court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity and effectiveness of the other covenants, conditions and restrictions contained herein.

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

SECTION 6. Notices to Mortgagees. Notwithstanding any provisions herein to the contrary, the holder(s) of a Recorded First Mortgage on any lot is entitled to, and shall receive, written notification from the Association of any default by the respective mortgage/owner in the performance of such mortgagor's/owner's obligation(s) as established by this Declaration.

SECTION 7. Consent of Holders of First Deeds of Trust and Federal National Mortgage Association/Federal Housing Administration/Veterans Administration. During any period when any lot in the project is encumbered by a Recorded First Mortgage, the Owners, by any act or omission, shall not do any of the following things without the prior written consent and approval of the holders of all outstanding Recorded First Mortgages, and if their interests be affected, the Federal National Mortgage Associations, Federal Housing Administration and the Veteran's Administration.

(a) Abandon, partition, subdivide, encumber, sell or transfer any of the common areas provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common area by the Owners shall not be considered an encumbrance, sale or transfer within the meaning of this Subsection;

(b) Abandon or terminate this Declaration; or

(c) Modify or amend any material or substantive provision of this Declaration.

SECTION 8. 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 in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and singular shall include the plural.

SECTION 9. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered seventy-two hours after a copy of the same has been deposited in the United States mail, postage pre-paid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association.

SECTION 10. Conflicts with Governmental Regulations. Where there exist any conflict between the provisions of this document and the provisions of the Lamar County Subdivision Regulations (as recorded in the Office of the Chancery Clerk of Lamar County) the provisions of the Subdivision Regulations shall prevail.

ARTICLE XI. DECLARANT'S RIGHTS AND RESERVATIONS

SECTION 1. Declarant's Rights and Reservations. No provisions in the Charter, Bylaws or this Declaration shall limit, and neither any Owner nor the Association shall do anything to interfere with, the right of Declarant to subdivide or re-subdivide any portions of the Property, or to complete improvements or refurbishments (if any) to and on the common area or any portion of the Property owned solely or particularly by Declarant or alter the foregoing or the construction plans and designs, or to construct such additional improvements or add future phases in the course of development of

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Carriage Parke Subdivison as Declarant deems advisable in the course of 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 its business for completing the work and disposing of the lots by sale, lease or otherwise. Each Owner, by accepting a deed to a lot, hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and each Owner hereby consents to such inconvenience or nuisance. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a lot by a purchaser from Declarant to establish on that lot, common areas, additional licenses, easements, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Declarant need not seek or obtain Board approval of any improvement constructed or placed by Declarant on any portion of the Property. The rights of Declarant under this Declaration may be assigned by Declarant to any successor. Any interest or portion of Declarant's interest in any portion of the Property may be assigned by Declarant to any successor by a recorded, written assignment.

Notwithstanding any other provision of this Declaration, the prior written approval of Declarant will be required before any amendment to this Article shall be effective while Declarant owns a lot. Declarant shall be entitled to the non-exclusive use of the common areas without further cost of access, ingress, egress, use of enjoyment, in order to show the Property to his/her prospective purchasers or lessees and dispose of the Property as provided herein. Declarant, its assigns and tenants shall also be entitled to the non-exclusive use of any portion of the common area, which comprises drives or walkways for the purpose of ingress and egress and accompanying vehicle and pedestrian traffic to and from the Property. Each Owner hereby grants, by acceptance of the deed to this lot, an irrevocable, special power of attorney to Declarant to execute and record all documents and maps necessary to allow Declarant to exercise its rights under this Article. This Article shall be applicable for so long as the Declarant owns any portion of the Property.

SECTION 2. Variances. Declarant expressly reserves unto itself the right to make minor changes or alterations in these covenants, conditions and restrictions and to waive minor violations of the same, without impairing or impeding the enforceability of such covenants.

A WAIVER OF MINOR VIOLATIONS OR OF A SINGLE ISOLATED VIOLATION OF THESE COVENANTS SHALL IN NO EVENT BE CONSTRUED AS A WAIVER OF THE RIGHT OF DECLARANT, OR ITS SUCCESSORS OR ASSIGNS, TO ENFORCE ANY OR ALL PROVISIONS OF THESE COVENANTS.

IN WITNESS WHEREOF DECLARANT HAS CAUSED this instrument to be duly executed on the day and year first above referenced.

DECLARANT:

JEFF PALMER DEVELOPMENTS, LLC
A Mississippi Limited Liability Company

By: 
Jeff Palmer, Managing Member

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STATE OF Mississippi
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29th day of May, 2007, within my jurisdiction, the within named Jeff Palmer, who acknowledged that he is a manager of Jeff Palmer Developments, LLC, a Mississippi limited liability company, that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Wayne Smith, Chancery Clerk
By: Shirley Broome, D.C.
NOTARY PUBLIC

My Commission Expires:
MY COMMISSION EXPIRES JAN. 7, 2008



INDEXING INSTRUCTIONS! ALL LOTS CARRIAGE PARKE.

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
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INDEXED RECORDED ABSTRACTED
Shirley Broome D.C.

