

THIS IS A COMPOSITE OF THE COVENANTS FOR THE HIGHWOODS OF MADISON, USING THE ORIGINAL COVENANTS FOR THE NEIGHBORHOOD AND INCORPORATING SUBSEQUENT AMENDMENTS TO THE COVENANTS. THIS IS BEING PROVIDED AS A CONVENIENCE FOR THE MEMBERS OF HIGHWOODS OF MADISON HOME OWNER'S ASSOCIATION, INC., AND THERE MAY BE INADVERTENT TYPOGRAPHICAL ERRORS. THE ACTUAL COVENANTS, SUPPLEMENTAL COVENANTS, AMENDMENTS AND THEIR EXHIBITS CAN BE FOUND AT:
<http://madison-co.com/elected-offices/chancery-clerk/>

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

HIGHWOODS OF MADISON

THIS DECLARATION is made the 5th day of July, 1994, by Highwood Development, Inc., a Mississippi corporation (hereinafter referred to as "Declarant"):

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in Madison County, Mississippi, more particularly described on Exhibit A attached hereto, hereinafter referred to as the "Property" and also the real property described on Exhibit B hereto, hereinafter referred to as "Additional Property" and desires to create and develop on the Property and the Additional Property a residential community with designated common areas and with common facilities, for the benefit of the community to be known as the Highwoods of Madison; and

WHEREAS, Declarant desires to provide for the preservation of the values in said community and for the maintenance of certain areas as may be designated by the Declarant and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, for the preservation and maintenance of the entrance and certain private drives and other areas, each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation and maintenance of the aforesaid entrance ways, drives and other areas 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 Assessments and charges hereinafter created,

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions) hereinafter set forth.

ARTICLE I. DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(a) "Additional Property" shall mean the real property described in Exhibit B as modified from time to time as permitted by Section 5 of Article XIII hereof.

(b) "Articles" shall mean the Articles of Incorporation of Highwoods Owners Association as further defined in (d) below.

(c) "Assessment" shall mean an Owner's share of the common expenses from time to time assessed such Property Owner by the Association. Assessment or Assessments refer to annual, replacement or special assessments or any combination thereof.

(d) "Association" shall mean and refer to Highwoods Owners Association, Inc., a non-profit corporation, incorporated under the laws of the State of Mississippi for the purpose of effecting the intents and objectives herein set forth, and its successors and assigns.

(e) "Board of Directors" or the "Board" shall mean and refer to the Board of Directors of the Association.

(f) "Bylaws" shall mean the bylaws of the Association as they exist from time to time.

(g) "Common Area" shall mean all real property in Highwoods, Part 1, (including the improvements thereon) and any Additional Property annexed to this Declaration owned by the Association for the common use and enjoyment of the Owners.

(h) "Common Facilities" shall mean all private streets, drives, parking area, walkways and improvements constructed on any portion of the Common Area for the common use, benefit and enjoyment of the Members.

(i) "Declarant" shall mean and refer to HIGHWOOD DEVELOPMENT, INC., its successors and assigns.

(j) "Declaration" shall mean this instrument as it is from time to time amended.

(k) "Developers" shall mean each person who is a successor in title to any portion of the Property or a Lot from the Declarant and is engaged in the business of development, improvement and sale of any Lot including the construction and sale of a Dwelling and related improvements on any Lot.

(l) "Dwelling" shall mean a single family residential detached house.

(m) "Eligible Mortgage Holder" shall mean those holders of a first mortgage on a Lot who have requested, in writing, the association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders or of any Assessment

or installment thereof, which shall become and remain delinquent for a period in excess of sixty (60) days.

(n) "Green Space" shall mean certain portion of Common Area which are designated to be maintained in its natural condition so that the natural, scenic, and recreational resources, soils, wetlands currently in evidence on the Property be maintained and enhanced. Such areas, if any, will be designated as such on the recorded plat of the Property and the recorded Plat of each subdivision which is annexed to the Property and made subject to this Declaration.

(o) "Invitees" shall mean an Owner's tenants, guests, employees or other guests or invitees.

(p) "Lot" shall mean and refer to any plot or tract of land shown upon the recorded subdivision plat of each subdivision which is annexed to the Property and made subject to this Declaration, exclusive of the Common Area, which is designated as a Lot therein and which is or may be improved with a residential dwelling.

(q) "Member" shall mean and refer to each Owner as provided herein in Article III.

(r) "Mortgagee" shall mean a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, corporation, recognized institutional type lender or its loan correspondent, agency of the United States government or individuals, which owns or which is the holder of a Recorded First Mortgage.

(s) "Owner" or "Property Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee or undivided fee interest in any Lot which is part of the Properties, including contract sellers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation.

(t) "Person" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, including Declarant.

(u) "Property or "Properties" shall mean and refer to that certain real property described in Exhibit A and Exhibit B which is now or may hereafter become subject to this Declaration.

(v) "Recorded First Mortgage" shall be deemed to mean a mortgage or deed of trust, property recorded in the office of the Chancery Clerk of Madison County, Mississippi or other public office designated by the statutes and laws of the State of Mississippi for the recording of mortgages in Madison County, Mississippi, the lien of which is prior, paramount, and superior to the lien of all other mortgages and deeds of trust.

ARTICLE II.

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area and Common Facilities which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, acting by and through its Board of Directors, to levy reasonable admission and other fees for the use of any Common Facilities situated upon the Property by the Members and their families, tenants and guests; provided, however, that any such fees shall be charged on a uniform basis for each Member; and

(b) The right of the Association, acting by and through its Board of Directors, to suspend any Member's voting rights and any Member's rights to use the Common Areas and

Common Facilities (except rights to use streets, roadways and parking areas, which latter rights shall not be subject to suspension for any reason) for any period during which any Assessment remains unpaid and for any period not exceeding sixty (60) days for each infraction of any of the published rules and regulations of the Association; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless sixty-seven percent (67%) of the then Members of the Association consent to such dedication, transfer, purpose and conditions, at a special meeting of the Members duly called for such purpose or an instrument agreeing to such dedication or transfer signed by sixty-seven percent (67%) of the Members has been recorded.

(e) The right of the Association, acting by and through its Board of Directors, to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure; provided, however, that any such steps are in conformity with the other provisions of this Declaration; and

(f) The right of the Association, acting by and through its Board of Directors, to adopt reasonable rules respecting use of the Common Areas and Common Facilities to reasonably limit the number of guests of Members who may use any facilities on the Property; and

(g) 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 utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Developers or any other person, provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas and Common Facilities; and

(h) The right of the Association, acting by and through its Board of Directors, to open the Common Areas and Common Facilities, or any portions thereof, to a wider group of persons, all for such purposes and on such basis as the Board of Directors may from time to time consider appropriate; and

(i) The rights of the Owners of Lots to perpetual easements over and upon all of the Common Areas and Common Facilities for such portions of their dwellings that may overhang or otherwise encroach upon any of the Common Areas or Common Facilities, for support, for the purpose of necessary repairs and maintenance, for maintenance of reasonable appurtenances to the dwellings, and for reasonable ingress and egress to and from any dwelling through and over the Common Areas and Common Facilities; and

(j) The right of each Member to use the driveways located upon the Common Areas and Common Facilities, provided, however, that each Member shall comply in all respects with all supplementary rules and regulations which are not inconsistent with the provisions of this Declaration and which the Board of Directors of the Association may from time to time adopt and promulgate with respect to parking and traffic control upon the Common Areas and Common Facilities.

Section 2. Rights Not Subject to Suspension. Notwithstanding anything in this Declaration to the contrary, the Association shall have no authority to suspend, either

temporarily or permanently, any of the rights specified in sub-paragraphs (i) and (j) of Section 1 of this Article II for any reason whatsoever.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and Common Facilities to the members of his family who reside permanently with him, his tenants, or contract purchasers who reside on the Property and guests, all subject to such reasonable rules and regulations as the Board of Directors of the Association may adopt and uniformly apply and enforce.

ARTICLE III. **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

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 who 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 the Declarant and its nominee or nominees, if any. Class A Members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests 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. The Class B Member(s) shall be the Declarant and its nominee or nominees, if any. The Class B Member(s) shall be entitled to four (4) votes for each Lot owned. 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, on December 31, 2000, all Class B memberships shall cease and be converted into Class A memberships.

Section 2. Voting Rights. The voting rights of the Members shall be as follows, to-wit:

(a) Class A Members. Each person, other than the 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 vote for each Lot owned.

(b) Class B Members. The Declarant and its nominee or nominees, if any, shall be Class B Members of the Association. Class B Members shall be entitled to four votes for each Lot owned.

Wherever any provision of the Declaration or the By-Laws requires a vote of a specified percentage of the voting power of each class of Members, then such provisions shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Members. Whenever any provisions of the 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. Membership Appurtenant to Real Property. In every case, the membership of both Class A and Class B Members 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 4. Termination and Reinstatement of Class B Members. If on any one or more occasions all Class B memberships should terminate, and if after any such termination the Declarant, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Declarant as Class B Members shall be fully reinstated, and following each such occasion the Declarant, or the nominee or nominees, if any, of the Declarant, shall continue to be Class B Members until such time as the total votes outstanding of Class A and Class B Members resulting from the newly added property has been equalized. At such time, the Class B membership resulting from such addition shall cease and be converted to Class A memberships, and for so long thereafter as the Class B memberships shall continue to exist, the Declarant, and the nominee or nominees, if any, of the Declarant, shall have all rights and powers of Class B membership, as herein prescribed.

Section 5. Other Voting Provisions. If the fee title to a particular Lot is owned of record by more than one person or entity, then the vote appurtenant to such Lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said Lot shall not be counted.

ARTICLE IV. COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Properties, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) annual maintenance Assessments or charges for purposes set forth in Article IV, Section 2 and (2) special Assessments as set forth in Article IV, Section 4 such Assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such Assessment is made. Each such Assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the Assessment fell due.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties, and in particular for the supervision, maintenance and improvement of the

Common Area and Common Facilities; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for the management and supervision of the Common Area and Common Facilities, including but in no way limited to the following:

(a) The amount of all operating expenses for operating the Common Area and Common Facilities and furnishing the services furnished to or in connection with the Common Area and Common Facilities, including charges by the Association for any services furnished by it; and

(b) The cost of necessary management and administration of the Common Areas and Common Facilities, including fees paid to any managing agents; and

(c) The amount of all taxes and Assessments levied against the Common Areas and Common Facilities; and

(d) The cost of fire and extended coverage and liability insurance on the Common Areas and Common Facilities and the cost of such other insurance as the Association may place in force with respect to the Common Areas and Common Facilities; and

(e) The cost of garbage and trash collection to the extent provided by the Association, and of utilities and other services which may be provided by the Association, whether for the Common Areas and Common Facilities or for the Lots, or both; and

(f) The cost of maintaining and replacing, repairing and landscaping the Common Areas and Common Facilities (including, without limitation, the cost of maintaining, replacing and repairing the sidewalks, streets, other than those accepted by Madison County, Mississippi for maintenance, and open areas in the Property, and the cost of such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(g) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacement.

Section 3. Maximum Annual Assessment. The Declarant will keep, maintain and improve the Common Area until such time that the Declarant has sold thirty-three (33) of the Lots in Highwoods, Part I. Thereafter and until January 1 of the year immediately following the conveyance of the thirty-third (33rd) Lot to an Owner, the maximum annual Assessment shall be One Hundred Twenty and No/100ths Dollars (\$120.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased each year not more than ten percent (10%) above the maximum Assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased above ten percent (10%) by a vote of sixty-seven percent (67%) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual Assessment at an amount not in excess of the maximum Assessment permitted under the provisions of Section 3(a) of this Article IV.

Section 4. Special Assessments.

(a) **Special Assessments for Capital Improvements.**

In addition to the annual Assessments authorized above, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or

replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of sixty-seven percent (67% of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(b) **Special Assessments for Willful or Negligent Acts.** Upon an affirmative vote of sixty-seven percent (67%) of each class of Members in interest, the Association may levy special Assessments against individual Owners, for reimbursement for repairs occasioned by the willful or negligent acts of the Owners and not ordinary wear and tear.

Section 5. Notice of Quorum For Any Action Authorized Under Section 3 and 4 of Article IV. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 of Article IV shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one percent (51%) of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Annual and Special Assessments. Both annual and special capital Assessments must be fixed at a uniform rate for all Lots. Unless sixty-seven percent (67%) of each class of Members and fifty-one percent (51%) of the Eligible Mortgage Holders have given prior written approval, the Board of Directors of the Association shall not change the prorate interest or obligations of any Lot (or Owner thereof) for the purposes of levying annual and special capital Assessments and charges.

Section 7. Date of Commencement of Assessments: Due Dates. The annual Assessments provided for herein shall commence as to all Lots, except Lots owned by Developers, on the first day of the month following the conveyance of the Common Area. Assessments on Lots owned by Developers shall commence as provided in Section 15 hereof. The first annual Assessment shall be prorated according to the number of months remaining in the calendar year. The due dates shall be established by the Board of Directors.

Section 8. Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of the Assessment against each Lot for each Assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association.

(b) Written notice of the Assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board of Directors shall, upon demand at any time, furnish to any Owner liable for said Assessment, a certificate in writing signed by an officer of the Association, 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 for the issuance of such certificates.

Section 9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association.

(a) If any Assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such Assessment shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the Lot and the Owner thereof, which lien shall be binding upon such Lot and the Owner thereof, his heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to reject

partial payments of an Assessment and demand the full payment thereof. The obligation of the then existing Owner to pay such Assessment, however, shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid Assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the Assessment provided herein by abandonment of his Lot.

(b) The Association shall give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any Assessment when such default has not been cured within sixty (60) days, if such mortgagee has requested same pursuant to Article XIV, Section 7 of this Declaration.

(c) With regards to any assessment levied pursuant to this Article IV, the Board of Directors may enact from time to time such collection policies, which may include late charges and interest, as it sees fit. The Association may, at its election, bring an action at law or in equity, as appropriate, against the Owner, who hereunder is personally obligated to pay the Assessments, in order to enforce payment and/or to foreclose the lien against the Property subject thereto after giving Notice to the holder of any Recorded First Mortgage as set out in Article XIV, Section 7. There shall be added to the amount of such assessment the costs of collection including, but not limited to, the costs of demand letters, reasonable attorney's fees, late charges and interest as set out above, the costs of preparing and filing any legal action, and in the event a judgment is obtained, such judgment shall include all matters provided for herein as well, as any costs of collection whether incurred directly by the Association or through an attorney, together with the costs of any action and/or all costs of foreclosure, including reasonable attorney's fees and the expenses for the foreclosure. **(This Section was amended effective May 9, 2017 and recorded on August 1, 2017 at 12:35 p.m. in Book 3507 at Page 1.)**

Section 10. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas and Common Facilities, and shall allocate and pay to such reserve fund whatever amount may be designated from time to time by the Board of Directors. Amounts paid into such fund shall be conclusively deemed to be a common expense of the Association, and all such amounts may be deposited in any banking institution, the accounts of which are guaranteed by the FDIC, or, in the discretion of the Board of Directors, may be invested in obligations of, or obligations fully guaranteed as to principal, by the United States of America. The reserve for replacements is for the purpose of providing funds for replacement of the Common Areas and Common Facilities, for major repairs to any sidewalks, parking areas, private streets, boat ramps, and roadways on the Common Area, for equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas and Common Facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of each Member, in any such reserves shall be considered an appurtenance to his 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 11. Subordination of the Lien to Mortgages. The lien of the Assessments provided herein shall be subordinate to the lien of any Recorded First Mortgage. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of any such Recorded First Mortgage or any proceeding in lieu

thereof, shall extinguish the lien of such Assessments against such Lot as to Assessments which became due prior to such sale or transfer, but such sale or transfer shall not operate to relieve the person(s) who owned such lot at the time of such sale or transfer from the obligation to pay all such past due Assessments and such unpaid Assessments shall become the personal obligations of such Owner. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 12. Exempt Property. The following Property subject to this Declaration shall be exempt from the Assessments, charge and lien created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use;
- (b) All areas unplatted or reserved by the Declarant on the recorded plat of the Property;
- (c) The Common Area and Common Facilities, and
- (d) Green Space.

Section 13. Dwelling and Lawn Maintenance. Generally, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of any Dwelling or its appurtenances or for the maintenance and care of lawn, garden and landscaped areas on any Lot. The Association shall have the responsibility and duty only for the maintenance, repair and care of the Common Area, Common Facilities and Green Space.

Section 14. Assessments are Not Dues. No portion of the annual maintenance and special Assessments provided in or permitted by this Article IV are intended to be, or shall be construed to be, dues for membership in the Association.

Section 15. Assessments of Developers. Any Lot owned by a Developer shall not be subject to Assessment by the Association until sixty (60) days after completion of construction of any Dwelling on such Lot or, if earlier, one hundred eighty (180) days after the date a deed for such Lot is delivered to the Developer. Any annual maintenance or special Assessment upon any Lot owned by a Developer shall be twenty-five percent (25%) of the Assessment against each similar Lot not owned by a Developer. The Declarant shall not be subject to Assessment by the Association until eighteen (18) months after the Plat or, if applicable, an amended or supplemented Plat is filed for record in connection with the annexation of all or a portion of the Additional Property to the Property.

ARTICLE V. **GENERAL POWERS AND DUTIES OF THE** **BOARD OF DIRECTORS OF THE ASSOCIATION**

Section 1. Powers and Duties. 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, and in managing and administering such affairs, the Board of Directors shall have power and authority to do all acts and things except those which by law or by the Declaration or by the Articles or by the By-Laws, as same may be amended from time to time, may be exercised and done only by the Members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) To provide for the care, upkeep and surveillance of the Common Areas and Common Facilities and services in a manner consistent with law and the provisions of the By-Laws and the Declaration; and

(b) To provide for the establishment, Assessment, collection, use and expenditure of Assessments and carrying charges from the Members, and for the filing and enforcement or liens therefor in a manner consistent with law and the provisions of the By-Laws and the 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 Common Facilities and to provide services on the Property in a manner consistent with law and the provisions of the By-Laws and the Declaration; and

(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and Common 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 Common Facilities by the Members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and with the provisions of the By-Laws and the Declaration; and

(e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from Assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the then current fiscal year; and

(f) To purchase insurance upon the Common Areas and Common Facilities in the manner provided for in the By-Laws; and

(g) To repair, restore or reconstruct all or any part of the Common Areas and Common Facilities after any casualty loss in a manner consistent with law and the provisions of the By-Laws, and to otherwise improve the Common Areas and Common Facilities; and

(h) To lease and to grant licenses, easements, rights-of-way, and other rights of use in all or any part of the Common Areas and Common Facilities; and

(i) To purchase Lots and to lease, mortgage or convey the same, subject to the provisions of the By-Laws and the Declaration; and

(j) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "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 shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

ARTICLE VI. **INSURANCE**

Section 1. Association Insurance.

(a) The Association shall obtain fire and extended coverage and comprehensive public liability insurance in such limits, form and companies, as the Board shall deem advisable

to adequately insure the Common Areas and Common Facilities and protect the Owners from and against liability in connection with the Common Area.

(b) Each Owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the properties; and for his personal liability not covered by liability insurance for all Owners obtained as a part of the common expense. (Amended August 31, 1994 and recorded on September 1, 1994 at 9:40 a.m. in Book 899 at Page 750.)

Section 2. Owners Insurance.

(a) Each Owner shall keep his residence insured at all times for its full replacement value against losses due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, and smoke, and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to any of these hazards in which the improvements have not been totally destroyed, each Owner shall promptly repair the improvements. If the improvements have been totally or completely destroyed, Owner shall promptly clean the Lot to a condition acceptable to the Architectural Review Committee. Thereafter, Owner may rebuild by following the procedures established by Article VIII hereof. In the event Owner fails to repair the damage or clean the Lot, the Board of Directors, after thirty (30) days written notice may clear the Lot and levy a special assessment against the Lot for all costs incurred in cleaning said Lot. Repair or reconstruction of the improvements as used here shall mean restoring the improvements to substantially the same condition which existed prior to the damage.

(b) Each Owner shall be responsible at his own expense and cost for his own personal insurance on the content of his own residence, carport or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the properties; and for his personal liability not covered by liability insurance for all Owners obtained as a part of the common expense.

ARTICLE VII
AD VALOREM PROPERTY TAXES

Each Owner shall be responsible for and promptly pay ad valorem taxes on his Lot. The Association shall pay the ad valorem taxes on the Common Area, Common Facilities and Green Space.

ARTICLE VIII
ARCHITECTURAL CONTROL

Section 1. Architectural Review.

(a) No building, fence, wall or other structure shall be commenced, erected, placed, altered or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the proposed plans and specifications showing the nature, kind, shape, height, materials, exterior color or finish, (plot plan showing the proposed location of such building or structure, drives and parking areas), landscape plan prepared by a Landscape Architect or a person trained in landscaping, who has been approved by the Architectural Review

Committee prior to preparing the proposed landscaping plans, and a construction schedule, all of which shall have been submitted to and approved by the Architectural Review Committee in writing by the Architectural Review Committee designated by the Board. Any plans and specifications submitted to the Architectural Review Committee shall be in compliance with the rules, regulations and building criteria adopted from time to time by the Architectural Review Committee and the following standards;

(i) No mail box or other mail receptacle, other than the main receptacle designated by the Architectural Review Committee shall be placed on any Lot and such receptacle shall be placed only at the location selected by the Architectural Review Committee.

(ii) The design, size, color, form, location and placement of the assigned house number for each house shall be designated by the Architectural Review Committee and shall be placed only at the location(s) on the house and Lot as selected by the Architectural Review Committee.

(iii) No alteration in the exterior appearance of any building or structure shall be made without like approval from the Architectural Review Committee.

(iv) All buildings, fences, walls or other structure or improvements which are to be constructed, erected, placed, altered or maintained upon any Lot or any exterior addition to or change or alteration thereof are to be in compliance with the building criteria and guidelines promulgated by the Architectural Review Committee from time to time and then approved by then approved by the Architectural Review Committee in all respects.

(b) Three (3) copies of all plans and related data prepared in compliance with the building ordinances of the City of Madison, the Architectural Review Committee Guidelines and this Declaration, shall be furnished the Architectural Review Committee. One copy shall be retained by the committee and the other copies shall be retained by the Property Owner or Builder marked "Approved" or "Disapproved". Approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

(c) No approval of plans and specifications, and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The Board or Committee may require payment of a cash fee, as established from time to time by the Board, to partially compensate for the expense of reviewing plans or related data, at the time they are submitted for review. This paragraph shall not apply to any Property utilized by a governmental agency or institution.

(d) Refusal of approval of plans, specifications, or location may be based on the Architectural Review Committee upon any ground, including purely aesthetic considerations, so long as they are not arbitrary and capricious. Neither the Board or the Architectural Review Committee shall be liable to a Property Owner or to any other person on account of any claim, liability or expense suffered or incurred by or threatened against a Property Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances,

inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Committee or public authorities whether given, granted or withheld.

Section 3. Topography. The topography of the Property shall not be altered by removal, reduction, excavation, filling or any other means without the prior written approval of the Architectural Review Committee. Written approval will be granted for the minimum amount of earth movement required in plans and specifications approved pursuant to the provisions of the Declaration.

Section 4. Tree Removal. No trees or shrubs of any kind may be removed without the written approval of the Architectural Review Committee. Approval for the removal of trees located within the proposed site for the main dwelling, accessory building or within ten (10) feet of the approved site for such building(s) will be granted unless such removal will substantially decrease the beauty of the Property.

Section 5. Rules and Regulations, Etc. The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted to it for approval, and may publish and record such statements of policy, standards, guidelines, and may establish such criteria relative to architectural styles or details, colors, setbacks, materials or other matters relative to architectural review and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decisions of the Architectural Review Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or any policy, standard or guideline established by the Committee) may appeal the decision of the Architectural Review Committee to the Board of Directors, and upon written request, such members shall be entitled to a hearing before the Board of Directors.

Section 6. Further Siting Authority. To prevent excessive “run” or drainage from any Lots, the Declarant and the Architectural Review Committee reserves the right to establish a maximum percentage of Property which may be covered by a building, patio, driveway or other structures. In the establishment of such maximum percentage, the Declarant and the Architectural Review Committee shall consider topography, percolation rate of the soil, soil types and conditions, vegetation cover and other relevant environmental factors. Neither this nor any other right reserved herein by the Declarant or the Architectural Review Committee shall be construed however, to be an obligation of either the Declarant or the Association to take any action.

Section 7. Committee Appointment and Operation. The Board of Directors shall appoint an Architectural Review Committee which shall be composed of three (3) or more individuals who shall serve at the pleasure of the Board of Directors. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to adopt or promulgate any rule or regulation or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

ARTICLE IX.
GREEN SPACE

Section 1. If any portion of the Property is designated by the Declarant as Green Space, it is the intention of the Declarant that the natural, scenic and recreational resources, soils, wetlands, wildlife, and migratory birds currently in evidence be maintained and enhanced by designation of certain areas of the Common Area as “Green Space” by this Declaration or Supplement thereto or as designated on the plats of the Property filed by the Declarant for record with the Chancery Clerk of Madison County.

Section 2. Wildlife. Pursuant to the aforesaid overall objectives, the Declarant, its successors in title and assigns, and/or the Association, shall have the right, but shall not be obligated, to protect from erosion all Green Space by planting trees, plants and shrubs where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Declarant and/or the Association, respectively. The right is likewise reserved to the Declarant and to the Association to take steps necessary to provide and insure adequate drainage ways in the Green Space and Common Area, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services to be paid by assessment of the Association in accordance with Article IV of this Declaration.

Section 3. Other Regulations. The use of the Common Areas, Common Facilities and Green Space by the property Owners, their guests and invitees shall be governed by the applicable rules, regulations and policies as from time to time promulgated by the Association. The Declarant and/or the Association shall not be liable for any matter or claim of any nature whatsoever arising directly or indirectly from the exercise of the right and authority thereby reserved.

ARTICLE X. 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 any recorded Plat of any portion of the Property 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 Common Facilities shall be conclusively deemed to incorporate the provisions of this

Section 1, whether or not specifically contained in such conveyance documents. At the Declarant's request, the Association shall from time to time execute, acknowledge and deliver to the Declarant such documents as the Declarant considers necessary to implement the provisions of this Section 1.

The reservations and rights in this Section 1 expressly include the right to (i) cut any trees, bushes or shrubbery, (ii) make any grading of the soil, and (iii) take any other similar action reasonably necessary to provide economical and safe utility and drainage facility installment, repair and maintenance and to maintain reasonable standards of health, safety and appearance.

Section 2. Damage and 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 X 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. Common Drive and Special Purpose Easements. Declarant hereby creates for the Owners of all Lots, a perpetual non-exclusive easement for ingress and egress over and across the drive common to or used by Owners of Lots as shown on any subdivision plat of any portion of the Property, and Declarant further creates and does hereby grant to the Association a perpetual, non-exclusive Special Purpose Easement as shown on any subdivision plat of any portion of the Property for the purpose of establishing and regulating walkways, bike, jogging and riding trails or ways, over and across said easement, for the use and benefit of its members.

ARTICLE XI. **USE RESTRICTIONS**

The Property shall be subject to the following use restrictions:

Section 1. Use of Lots and Dwellings. Except as permitted by Section 9 hereof, each Lot and dwelling shall be used for single family residential purposes only, and no trade and business of any kind may be carried on therein. The use of a portion of a dwelling as an office by the Declarant or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customers, clients, or employee traffic, provided that in no event shall any Lot or dwelling be used as a storage area for any building contractor or real estate developer. Lease or rental of a dwelling for residential purposes shall not be considered to be a violation of this covenant so long as the lease (i) is for not less than the entire dwelling and all the improvements thereon, (ii) is for a term for at least six (6) months, and (iii) is otherwise in compliance with the rules and regulations as may be promulgated and published from time to time by the Board of Directors. All leases shall be required to be in writing, and prior to commencement of any such lease, the Property Owner shall provide the Association and the managing agent of the Association, if any, with copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder. Notwithstanding any provisions in this Section 1 to the contrary, Declarant, its successors or assigns, if the right is so transferred by the Declarant, shall have the perpetual right to designate in writing to the Association from time to time dwellings in the development which may be leased for such period of time as the Declarant shall determine,

including daily and weekly rentals, and for these dwellings, Declarant shall not be required to supply copies of the leases therefore to the Association.

Section 2. Exterior Appearances.

(a) Except for maintenance areas within the Common Areas and those fences erected by Declarant or the Association, no chain-link fences shall be permitted within the development unless approved by the Architectural Review Committee.

(b) No unenclosed garages shall be permitted. (Amended August 31, 1994 and recorded on September 1, 1994 at 9:40 a.m. in Book 899 at Page 750.)

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

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

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

(f) Freestanding basketball goals may be permitted on any Lot as long as they are kept in good condition and on the paved driveway. No basketball goal or sports apparatus shall be installed on the house or on the ground on any Lot that is visible from any street nor shall they be permissible in any of the public streets. (This Section was amended effective May 9, 2017 and recorded on August 1, 2017 at 12:35 p.m. in Book 3507 at Page 1.)

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

Section 3. Signs. Except for uniform mail boxes and house numbers approved by the Architectural Review Committee and such signs as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within any windows, on the exterior of any windows located within the development or elsewhere or any portion of the Property by anyone, including, but not limited to, the Property Owner, a Realtor, contractor or subcontractor. Notwithstanding the foregoing, the restrictions of this Section 3 shall not apply to Declarant, his agents or assigns, so long as Declarant shall own any of the Lots. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration.

Section 4. Other Buildings and Vehicles. No tent, trailer, barn or other similar outbuilding or structure shall be placed on any Lot or on any other area at any time. No mobile home in excess of ten feet (10') in height, tractor, truck (other than pickup trucks) commercial vehicles of any type, shall be placed, stored, maintained, or operated upon on any Lot or any other area of the Property at any time, either temporarily or permanently. Each Owner shall provide for parking for at least two automobiles for each Lot owned. All automobiles owned or used by Owners or occupancies other than temporary guests and visitors, shall, as far as possible, be parked in enclosures which screen the automobile from street view. No Owners or other occupants of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot, Dwelling, or within any portion of the Common Areas, except (i) within

enclosed garages or workshops or (ii) for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Each Property Owner shall provide an enclosed garage or screened area to serve as a storage area for any camper, trailer, boat, or other water craft, boat trailers, ATV's , motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Architectural Review Committee prior to construction. (Amended September 1, 1994 at 9:40 a.m. in Book 899 at Page 750.)

Section 5. Unsightly Conditions and Nuisances. It shall be the responsibility of each Property Owner and tenants thereof to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on the Property which shall tend to substantially decrease the beauty of the community as a whole or as a specific area. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property. Nor shall any nuisance or odors be permitted to operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Lot, Dwelling or any part of the Common Areas, and each Owner, his family, tenants, invitees, guests, servants and agents shall refrain from any act or use of a Lot, Dwelling or the Common Areas which would cause disorderly, unsightly or unkempt conditions or which would cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Property or which would result in a cancellation of any insurance from any portion of the Property or which would be in violation of any law, governmental code or regulation. Without limiting the generality of the foregoing conditions, no exterior speakers, horns, whistles, bells, or other sound devices except security and fire alarm devices used exclusively for such purposes shall be located, used, or placed within the Property, Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Property shall be liable to the Association for the actual costs or removal thereof or the sum of \$150.00, whichever is greater, and any sum shall be added to and become a part of that portion of the Assessment next becoming due to which the Owner and his Lot are subject.

Section 6. Antennas. No television antenna, satellite dish, radio receiver or similar device shall be attached to or installed on any portion of the Property, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonable interfere with reception or other signals within the Property; provided however, that Declarant and the Association shall not be prohibited from installing equipment necessary for master antenna, security cable television, mobile radio, or other similar systems within the Property and should cable television services be unavailable, and adequate television reception not be otherwise available, then an Owner may make written application to the Architectural Review Committee for permission to install a television antenna.

Section 7. Lights. The design and location of landscape lighting fixtures shall be subject to the approval of the Architectural Review Committee. Neither these nor any other illumination devices, including but not limited to Christmas ornaments, shall be located anywhere on the structure or grounds of any Lot in such a manner as to adversely illuminate or affect the nighttime environment of any adjoining Property.

Section 8. Pets. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any Lot, or in the Common Area, except dogs, cats, birds or other household pets which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors.

Section 9. Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and his agents, employees, heirs and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement, and sale of Lots and/or Dwellings or the development of Lots, Dwellings, Common Areas and the additional Property, including, without limitation, the installation and operation of sales and construction trailers, offices, and dwellings as may be approved by the Declarant from time to time, provided that the location of any construction trailers of any assignees of Declarant's rights under this Section 9 shall be subject to Declarant's approval. The right to maintain and carry on such facilities shall contain specifically the right to use Dwellings as model residences, and to use any Dwellings as office for the sale of Lots and/or Dwellings, and for related activities.

Section 10. Time Sharing. No Lots or Dwellings shall be sold under any time sharing, time interval, or assumption of right-to-use programs.

Section 11. Trespass. Whenever the Association and/or the Declarant is permitted by the Declaration to repair, clean, preserve, clear out or do any action on any part of the Property, entering any Lot or any portion of the Property and taking such action shall not be deemed a trespass.

Section 12. Subdivided. No Lot shall be subdivided or its boundary lines changed, except with the written consent of the Board of Directors and the Declarant so long as Declarant hereby expressly reserves unto itself, its successors in title, or assigns the right to re-plat any Lot or such Lots owned by it, shown on the plat of any subdivision within the Property and to take such other steps as are reasonably necessary to make such re-platted Lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights-of-way and other amenities to conform to the new boundaries of said re-platted Lots. The provisions of this Section 12 shall not prohibit the combining of two or more contiguous Lots into one larger Lot or making two Lots out of three or more contiguous Lots, provided that each of the resulting Lots are larger and contain a minimum Lot frontage equal to or greater than their original frontage of the Lot having the least frontage before combining said Lots or portions thereof. Only the exterior boundary lines of the resulting larger lot(s) shall be considered in the interpretation of these Covenants.

Section 13. Certain Construction Rights. The Declarant expressly reserves to itself, its successors in title, and assigns and any other provisions of this Declaration notwithstanding, the right to build bridges, walkways, or expanse across any natural or man-made canals, creeks, riding trails, paths, or lagoons in the Property. Nothing in this section shall be construed as placing an affirmative obligation to the Declarant to provide or construct any such improvement.

Section 14. Certain Controls.

(a) To implement effective insect, reptile, and fire ant control, and vegetation and trash control, the Declarant or the Association, and their heirs, successors, assigns and agents, have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented for the purpose of

mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, removing trash or dispensing pesticides on all such property which in the opinion of the Declarant or the Architectural Control Committee distracts from the overall beauty, setting and safety of the Property. The cost of this vegetation and trash control shall be kept as low as reasonably possible and shall be paid by the respective Property Owner. Such entry shall not be made until thirty (30) days after such Property Owner has been notified in writing for the need of such work and unless such Property Owner fails to perform the work within said thirty (30) day period.

(b) The provisions in this section shall not be construed as an obligation on the part of the Declarant or the Association to mow, clear, cut or prune any property, to provide garbage or trash removal services, to perform any grading or landscaping work, construct or maintain erosion prevention devices, or to provide water pollution control on any privately owned property.

(c) Entrance upon Property pursuant to the provisions of this Section 14 shall not be deemed trespass. The rights reserved unto the Declarant and the Association in this section shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purpose of this Declaration.

Section 15. Parking on Public Streets. Parking on the dedicated public streets as shown on the recorded subdivision plat of Highwoods or any additional subdivision annex to the Property and made subject to the provisions of this Declaration shall be restricted to temporary parking and no Owner, tenant or permanent guest shall use the City streets for parking, except on a temporary basis.

Section 16. Private Drives (Common Areas). Easements for ingress and egress have been reserved by the Declarant for the use and benefit of the Owners as shown on the recorded subdivision plat of Highwoods and any subsequent subdivision plat of any portion of the Additional Property annexed to the Declaration. These easements are to be used by the Owners, their tenants and guests to provide access to their respective Lot(s) and shall be used by said Owners, tenants or guests. The use, regulation and control of said private drives will be governed by such other rules and regulations as established by the Board of Directors of the Association from time to time as provided in Article XII hereof.

ARTICLE XII. **RULEMAKING**

Section 1. Rules and Regulations for The Community of Highwoods.

Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Common Areas and Common Facilities and may establish rules and regulations, fees and charges from time to time pertaining to use of the recreational area and amenities as are now and hereinafter located in the Common Areas.

ARTICLE XIII. **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 expressly reserves the option, right and privilege (i) to annex all or any portion of the real property described in Exhibit B which is the Additional Property, to the Property, and (ii) by or as a result of such annexation to subject the annexed Additional Property to the provisions of this Declaration and the jurisdiction of the Association. The provisions of this Declaration shall not affect or apply to any portion of the Additional Property unless and until such portion of the Additional Property is annexed to the Property pursuant to the provisions of Section 3 of this Article XIII.

The Declarant shall not have the obligation, but only the option, right and privilege, to develop or annex any portion of the Additional Property. The Declarant expressly does not represent, warrant or guarantee to any Person that any portion of the Additional Property will be developed or will be annexed to the Property. By acceptance of a deed conveying any interest in a Lot, each Owner agrees and represents and warrants to the Declarant and the Association that, in purchasing or otherwise acquiring such interest in the Lot, the Owner has not relied on any proposed, current or future development of any portion of the Additional Property or annexation of any portion of the Additional Property to the Property.

Section 3. Annexation Procedures. To annex Additional Property to the Property as permitted by Section 2 of this Article XIII, the Declarant shall execute and file for record a supplement which describes the portion of the Additional Property being annexed to the Property and the new, amended or revised description of the Property (the "Supplement"). The option, right and privilege of the Declarant to annex any portion of the Additional Property to the Property is subject to the following provisions:

(a) The Declarant's option, right and privilege to annex Additional Property shall terminate and expire on January 1, 2012.

(b) The Declarant may annex any portion of the Additional Property at different times and in any sequence desired by the Declarant without regard to whether or not the portion of the Additional Property being annexed is contiguous or noncontiguous to the Property.

(c) The Supplement shall extend the provisions and scheme of this Declaration to the Additional Property being annexed, but the Supplement may contain such complementary additions to and modifications of the provisions of this Declaration as the Declarant determines to be appropriate or necessary for the different character or use, if any, of the Additional Property being annexed. Such complementary additions and modifications shall not be generally or substantially inconsistent with the provisions of this Declaration.

Section 4. Effect of Annexation. Upon the Supplement referred to in Section 3 of this Article XIII being file for record, the Additional Property described in the Supplement shall be annexed to the Property. Any and all Lots, the Common Area and the Common Facilities, including any Green Space, of or in the annexed Additional Property shall be subject to the provisions and scheme of this Declaration and the jurisdiction, functions, duties, obligations and membership of the Association, including the Articles, the By-Laws and the rules and regulations promulgated or adopted by the Board of Directors. All Owners of Lots shall be granted the rights contained in Article II to the Property as described after such annexation.

Section 5. Additional Property Modifications. At any time or times prior to January 1, 2013, the Declarant shall have the option, right and privilege, but not the obligation, to amend the description of the Additional Property, as contained in Exhibit B, to include other real property the Declarant now or in the future may own or acquire, within the vicinity of, but expressly without the necessity or requirements of being contiguous to, the real property

described in Exhibit B, if at such time or times the Declarant intends to develop such other real property in a manner consistent, compatible or in conformance with the Declarant's development of the Property. To amend the description of the Additional Property, the Declarant shall execute and file for record a supplement which describes the other real property being included in the description of the Additional Property and the resulting new, amended or revised description of the Additional Property.

Section 6. Annexation Restrictions. Except for the Property and the Additional Property as amended or revised pursuant to Section 5 of this Article XIII, other real property may be annexed to the Property or become subject to the provisions of this Declaration and the jurisdiction of the Association only by a vote of sixty-seven percent (67%) of the voting power of each class of the Members and such other consent as may be required under this Declaration.

Section 7. No Consent Required. The Declarant shall not be required to obtain any consent or approval of any Owner or other Person, including any Mortgagee, to annex any Additional Property to the Property as permitted by Section 2 of this Article XIII or to amend the description of the Additional Property to include other real property as permitted by Section 5 of this Article XIII. Each Owner, each Mortgagee and each other Person, including, but not limited to, each grantee, heir or devisee, personal representative, successor and assign of an Owner, Mortgagee or other Person, by acceptance of any deed or other interest in or with respect to any Lot, including a deed of trust, mortgage or similar encumbrance, shall be deemed to have expressly agreed and consented to (i) each of the provisions of this Article XIII, and (ii) the execution, filing for record and provisions of any supplement contemplated by this Article XIII.

ARTICLE XIV **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 Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded in the Office of the Chancery Clerk of Madison County, Canton, Mississippi, after which time said covenants shall be automatically extended for the successive periods of ten (10) years 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 XIV, the Covenants, Conditions and Restrictions of this Declaration may be amended by the Declarant prior to December 31, 1995, to correct or clarify any provisions or inconsistencies. Subject to the provisions of Section 8 of this Article XIV, this Declaration may be amended and/or changed in part with the consent of at least seventy-five percent (75%) of the Lot Owners prior to fifteen (15) years from the date of this Declaration; thereafter said Covenants and this Declaration may be amended or terminated with the consent of fifty-one percent (51%) of the Lot Owners, and in each case such amendment shall be evidenced by a document in writing bearing the signatures of

such Owners. All amendments, if any, shall be recorded in the Office of the Chancery Clerk of Madison County, Mississippi.

Section 3. Enforcement of Declaration.

(a) **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 laws or in equity to compel a compliance with, or to present the threatened violation or breach of, the provisions of this Declaration. Any Person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts specified in Section 9 of Article IV. The failure by any Person for any period of time to enforce any provisions 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.

(b) **Enforcement.** This Declaration shall be enforced by any appropriate proceeding at law or in equity (i) against any Person who breaches or violates or threatens to breach or violate any provision of this Declaration, (ii) to recover damages for any such breach or violation, (iii) to collect any amounts payable by any Owner to the Association under this Declaration, including Assessments, attorneys' fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of any Owner under this Declaration or otherwise specified in this Declaration, including Section 9 of Article IV, and (iv) to enforce any lien created by this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. The Declarant, the Association and each Owner by acceptance of a deed or other conveyance document to a Lot waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

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

Section 6. Notice 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 mail, postage prepaid, addressed to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 7. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its mortgage.

(b) Any Sixty (60) days delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 8. Consent of Eligible Mortgage Holders. The Owners, or the Board of Directors, or the Association, by any act or omission, shall not do any of the following things without the prior written consent and approval of the holders of fifty-one percent (51%) of the outstanding Recorded First Mortgages who have requested notice from the Association of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders:

(a) Abandon, partition, subdivide, encumber, sell or transfer any of the Common Area 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. A change to any of the following would be considered as material:

(i) Voting rights;

(ii) Assessments, Assessment liens, or subordination of Assessment liens;

(iii) Reserves for maintenance, repair, and replacement of Common Areas;

(iv) Responsibility for maintenance and repairs;

(v) Reallocation of interests in the Common Areas or Common Facilities, or rights to their use.

(vi) Convertibility of Lots into Common Areas or Common Areas into Lots, except as reserved by the Declarant under Article XV;

(vii) Expansion or contraction of the Property, or the addition, annexation, or withdrawal of property to or from the Property, except as provided by Article XIII;

(viii) Insurance or fidelity bonds;

(ix) Leasing of Lots;

(x) Imposition of any restriction on an Owner's right to sell or transfer his or her Lot;

(xi) Any provisions that expressly benefit Mortgagees, insurers, or guarantors.

(d) Annex additional properties not included in Exhibit B or added thereto as provided by Section 5 of Article XIII; or merge or consolidate the Association.

Section 9. Additional Rights Eligible Mortgage Holders Notice.

(a) The Association shall promptly notify any Eligible Mortgage Holder on any Lot, which such holder is the holder of a Recorded First Mortgage as to any Assessment levied pursuant to the Declaration, or any installment thereof, which shall become and remain delinquent for a period in excess of sixty (60) days, and the Association shall promptly notify such holder on any Lot as to which there is default by the Owner with respect to performance of any other obligation under this Declaration which remains uncured for a period in excess of sixty (60) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any Recorded First Mortgage on any Lot and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure. Also, any failure to give any such notice shall not affect the validity of

the lien for any Assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities for liens as specified in Article IV hereof.

(b) No suit or other proceeding may be brought to foreclose the lien for any Assessment levied pursuant to this Declaration, except after ten (10) days written notice to the holder of the Recorded First Mortgage encumbering the Lot which is the subject matter of such suit or proceedings.

(c) Any holder of a Recorded First Mortgage on any Lot upon the Property may pay any taxes, utility charges or other charges levied against the Common Area which are in default and which may or have become a charge of lien against any of the Common Area. Any holder of a Recorded First Mortgage who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Owners.

(d) No mortgagee and no beneficiary or trustee under a deed of trust shall become personally liable for or obligated for any unpaid maintenance fund Assessment.

(e) No amendment to this Declaration shall affect the rights of the holder of any Recorded First Mortgage recorded prior to recordation of such amendment who does not join in the execution thereof, except for supplements annexing Additional Property added pursuant to Article XIII.

(f) The holders, insurers or guarantors of any Recorded First Mortgage on a Lot who upon written request to the Association, will be entitled to: (i) inspect the books and records of the property during normal business hours; (ii) receive an annual financial statement of the Property within ninety (90) days following the end of any fiscal year of the Property; (iii) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and (iv) current copies of this Declaration, the By-Laws of the Association and all other rules concerning the Property.

Section 10. 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 the singular shall include the plural.

Section 11. Record of Mortgage. Any holder of a Recorded First Mortgage shall be entitled to notify the Association that such mortgagee holds a mortgage on a Lot. The Board of Directors shall maintain such information in a book entitled "Holders of Recorded First Mortgages".

Section 12. Notice. 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 forty-eight 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; provided, however, that notice of meetings need not be mailed by Certified Mail, Return Receipt Requested. Such addresses may be changed from time to time by notice in writing to the Association.

ARTICLE XV.
DECLARANT'S RIGHTS AND RESERVATIONS

Section 1. Declarant's Rights and Reservations. No provisions in the Articles, By-Laws or this Declaration shall limit, and no Owner or 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, Green Space or any portion of the Property owned by Declarant or to alter the foregoing or the construction plans and designs, or to construct such additional improvements 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 his 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 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 right-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. The Declarant need not seek or obtain Board approval of any improvement constructed or placed by Declarant on any portion of the Property. The right of Declarant under this Declaration may be assigned by Declarant to any successor and any interest or portion of Declarant's interest in any portion of the Property by a recorded, written assignment. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant will be required before any amendment to this Article XV shall be effective while Declarant owns a Lot. Declarant shall be entitled to the non-exclusive use of the Common Area, Green Area, without further cost or access, ingress, egress, use or enjoyment, in order to show the Property to his prospective purchasers or lessees and dispose of the Property as provided herein. Declarant, his assigns and tenants shall also be entitled to the non-exclusive use of any portion of the Common Area, Green Space, 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 his rights under this Article XV. This Article XV shall be applicable for so long as the Declarant owns any portion of the Property.

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

DECLARANT:

HIGHWOOD DEVELOPMENT, INC.

BY: /s/ H. Connely Plunkett, President

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named H. Connely Plunkett who acknowledged that he is the President of HIGHWOOD DEVELOPMENT, INC., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, he signed and delivered the above and foregoing instrument of writing for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 5th day of July, 1994.

/s/ Steve Duncan

STEVE DUNCAN, CHANCERY CLERK

Notary Public

By: CParker, D.C.

Commission Expires – 1-1-1996

EXHIBIT A
THE PROPERTY

**[See Actual Legal Description in Original Covenants at
http://madison-co.com/elected-offices/chancery-clerk/](http://madison-co.com/elected-offices/chancery-clerk/)**

EXHIBIT B
ADDITIONAL PROPERTY

See Actual Legal Description in Original Covenants at
<http://madison-co.com/elected-offices/chancery-clerk/>

EXHIBIT C

BUILDING SIZES

The livable ground floor level of any residential building, exclusive of open porches and garages, approved by the Architectural Control Committee shall not be less than 2,000 square feet for a one-story dwelling nor less than 1,500 square feet for a dwelling of one and one-half or two stories, it being understood that in no case shall the total livable floor area for a dwelling of more than one story be less than 2,000 square feet.

STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 5th day of July, 1994, at 4:45 o'clock p.m., and was duly recorded on the 5th day of July, 1994, Book No. 892, Page 86.

STEVE DUNCAN, CHANCERY CLERK

BY: CParker

D.C.

**THE FOLLOWING ADDENDUM AND AMENDMENT TO THE COVENANTS WAS MADE EFFECTIVE
MAY 3, 2010 AND THE ACTUAL AMENDMENT AND EXHIBITS MAY BE VIEWED AT:
<http://madison-co.com/elected-offices/chancery-clerk/>**

**ADDENDUM & AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HIGHWOODS OF MADISON
PROHIBITING RENTING AND LEASING**

May 3, 2010

WHEREAS, Highwoods of Madison, Inc. (the “Association”), a Mississippi non-profit corporation, manages that neighborhood known as the Highwoods of Madison (“Highwoods”);

WHEREAS, the original Declarant for Highwoods, Highwoods Development, Inc. (“Declarant”), previously filed that Declaration of Covenants, Conditions and Restrictions for Highwoods of Madison at Book 892 Page 86, as amended at Book 899, Page 750, and as supplemented again at Book 973, Page 046, of the land records of the Chancery Clerk of Madison County, Mississippi (the “Declaration”);

WHEREAS, pursuant to Section 2 of Article XIV of the Declaration, at any time beyond fifteen years following the date of the original Declaration, said Declaration having been dated July 5, 1994, the Declaration may be amended following the consent of fifty-one percent (51%) of the Lot Owners;

WHEREAS, said fifteen-year period expired on July 5, 2009, and greater than fifty-one percent of the Lot Owners (consisting of 61 of 106 total Lot Owners in the Highwoods), after being duly noticed, consented to this Amendment as evidenced by their signatures appended hereto collectively as Exhibit “A” along with that “SOLICITATION FOR WRITTEN BALLOTS WITHOUT A MEETING” dated January 15, 2010 as well as a copy of that “BALLOT AND NOTICE OF PROPOSED ACTION: AMENDMENT TO DECLARATION OF COVENANTS OF HIGHWOODS OF MADISON”; and

WHEREAS, the Highwoods and the Association deems it desirable to the Subdivision to amend the Declaration as set out below as the same are designed to promote the enjoyment and welfare of the Members;

NOW, THEREFORE, the Association and Highwoods adopts this “ADDENDUM & AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHWOODS OF MADISON PROHIBITING RENTING AND LEASING” (“Amendment”) and declares the following amendments and modifications to the Declaration along with any definitional language as set out below:

1. For the purposes of this Amendment, terms shall have the meaning as set out in the Declaration unless stated otherwise herein.
2. Occupancy of a Single Family Detached Lot, Single Family Residential Detached House, and/or Single Family Detached Dwelling with House (any referred to hereafter as “Lot” or “Dwelling”) shall only be by a Member and/or the Member’s immediate family who is the record owner of that respective Lot or Dwelling. A Lot or Dwelling or a part of a Lot

or Dwelling (as distinguished from the entire Lot or Dwelling) shall not be rented or leased for any period. The prohibitions of this Section shall not be interpreted or construed to prevent the use and occupancy of a Dwelling by a person who is not a Member or member of a Member's immediate family during a term of limited duration, not to exceed four weeks, when a Member is away for an extended period but is expected to return. "Leased" or "rented" shall include any lease-purchase or rent-to-own arrangement and shall also include any owner-financed purchase arrangement where there is not an unlimited, fee simple interest vested in the occupant of the Dwelling

3. No Dwelling, or any part thereof, may be rented or leased to others by the Owner of the Lot, or by any other person or entity after March 15, 2010.
4. Dwellings, or parts thereof, that are being leased or rented by the Owner on or before the filing of any amendments to the Declaration pursuant to this ballot may continue to be leased or rented by the Owner only until the end of the current term of the lease or rental agreement, without any extensions or renewals as may be allowed thereby, or March 15, 2011, whichever is earlier. A copy of any current valid lease must be on file with the Association no later than fourteen (14) days following notice of this Amendment. After the expiration of the current term of the lease or rental agreement, or after March 15, 2011, whichever is earlier, no Dwelling, or any part thereof, may be leased or rented to any person or entity.
5. To the extent any portion of this Amendment is inconsistent with any portion of the Declaration, this Amendment shall control. Any language in the Declaration implying or allowing tenants or leasing is superseded by this Amendment. Except as amended or modified herein, the Declaration is unaffected hereby.
6. Each and every section and provision within those sections of this Amendment, and every portion thereof, is separate, severable and not dependent upon other provisions of this Amendment. In the event that any section of this Amendment, or any portions thereof, are held to be invalid, then such finding of invalidity shall not affect the validity and application of the other sections and portions thereof.
7. This restriction is effective immediately, subject to the provisions and timelines set out herein.

Witness the signatures of the Lot Owners as set out in Exhibit "A" hereto, and the signature below of the President of the Association after having been duly authorized to execute this Amendment on behalf of Highwoods.

**HIGHWOODS OF MADISON
HOME OWNERS ASSOCIATION**

**By: /s/ Trey Tracy, President
Trey Tracy, President, by authority of
the Board of Directors**

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, President of Highwoods of Madison Home Owners Association, by authority of the Board of Directors of Highwoods of Madison Home Owners Association, who acknowledged that he, acting for and on behalf of said Board of Directors, in its capacity and after having been first duly authorized to do so, signed and delivered the above and foregoing on the day and year therein written.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 3rd day of May, 2010.

Notary Public

/s/ Tammy M. Vinson

My Commission Expires: 02/28/2013