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Prepared by:  
Pinnacle Development, LLC  
7165 Swinnea Road  
Building B, Suite 1  
Southaven, MS 38671

Afer recording, return to:  
Joseph M. Sparkman, Jr.  
Attorney at Law  
7125 Getwell Road, Suite 201  
Southaven, MS 38672

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for  
Phase 1, Final Plat of

### GRAYSON CREEK PUD SUBDIVISION

Plat Book 138, Page 16  
Section 17, Township 2 South, Range 7 West  
DeSoto County, Mississippi

This Declaration of Covenants, Conditions and Restrictions, hereinafter referred to as "Declaration", is made on this the 8<sup>th</sup> day of November, 2021, by Pinnacle Development, LLC, a Mississippi limited liability company, whose mailing address is 7165 Swinnea Road, Building B, Suite 1, Southaven, Mississippi 38671, 901-870-6849, hereinafter referred to as "Declarant", and shall be effective as of the recording of this instrument and any subsequent plat of future Phases of the Subdivision.

#### WITNESSETH:

WHEREAS, Declarant is and was the owner of certain property situated in the County of DeSoto, State of Mississippi, which is more particularly described in Exhibit "A", which Exhibit is attached hereto and incorporated herein by reference, hereinafter referred to as the "Property"; and,

WHEREAS, Declarant has developed the Property as part of a planned unit development consisting of single family residence(s) and common area(s), hereinafter referred to as the "Grayson Creek Community"; and,

WHEREAS, it is the intention of Declarant that this Declaration bind and benefit not only the purchasers of parcels or lots in the Community, but also their respective successors, heirs, assigns, lessees, sublessees and other persons or entities having any interest in any of the Community, and, therefore, that this Declaration shall enhance and protect the value, desirability and attractiveness of all such parcels or

lots to their mutual benefit; and

WHEREAS, some of the lots within said Property have been conveyed by Declarant prior to the execution of this instrument and Purchaser thereof, being Pinnacle Construction Services, LLC, consents to the easements, restrictions, covenants and conditions and desire for the lot(s) conveyed by Declarant and desires for same to apply to its respective lots as evidenced by its authorized representative's signature affixed hereto.

NOW, THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all Parties having any right, title and interest in the described Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

### **ARTICLE 1 - PURPOSES**

The purposes of this Declaration are:

(A) To ensure proper, desirable use and appropriate development and improvement of each Lot or other parcel within the Community, all as determined by Declarant as provided herein;

(B) To protect the investment of the Owner of each Lot or other parcel within the Community against such improper development and undesirable use of surrounding Lots or other parcels as will depreciate the value of the remaining Lots or other parcels;

(C) To assure the erection of attractive improvements within the Community that utilize suitable building materials in appropriate locations, thereby preventing haphazard and inharmonious improvements;

(D) To ensure and maintain proper setbacks from streets and adequate open spaces between structures as well as interconnecting pathways, plantings and landscape criteria to encourage the overall character and theme established by Declarant in this Declaration;

(E) To enhance and protect the value, attractiveness and desirability of the Lots and other parcels within the Community;

(F) To provide for a high quality of improvements of the Community that will protect both the Community itself and the surrounding community.

### **ARTICLE 2 - LEGAL DESCRIPTION**

The Property, being the real property that is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in DeSoto County, Mississippi, and comprises all of the parcels, lots, common areas and other property within or upon the real property legally described as set forth in Exhibit A which is attached hereto and incorporated herein by reference.

### ARTICLE 3 - DEFINITIONS

3.1 "Architectural Control Committee" shall mean the committee of individuals as appointed herein who adopt, maintain and administer design and construction standards for any improvement in the Community as more particularly described in Article 8 below.

3.2 "Association" shall mean and refer to Grayson Creek Homeowners Association, Inc., a Mississippi non-profit corporation, its successors or assigns, which Association shall have as its members all of the Owners of Lots within the Community.

3.3 "Board" shall mean the Board of Directors of the Association, and any reference herein to any power, duty, right of approval, or any other right of the Association shall be deemed to refer to the Board and not to the membership of the Association.

3.4 "By-Laws" shall mean and refer to the By-Laws of Grayson Creek Homeowners Association, and as the same may be amended from time to time.

3.5 "Class A Lot" shall mean a Lot or Lots owned by an Owner with the exception of Declarant.

3.6 "Class B Lot" shall mean a Lot or Lots owned by Declarant.

3.7 "Class A Member" shall mean the Owner of any Class A Lot.

3.8 "Class B Member" shall mean the Owner of any Class B Lot.

3.9 "Common Area" shall refer to those common open spaces included in the Property as shown on Plat of record in the office of the Chancery Clerk of DeSoto County, Mississippi which has been approved by Declarant for the common use and enjoyment of the Members of the Association.

3.10 "Common Elements" shall include all Common Areas and all facilities, utilities and other improvements found or located in Common Areas.

3.11 "Community" also known as Grayson Creek shall mean and refer to that certain real property herein described, and such additions thereto as may hereinafter be brought within the jurisdiction of Declarant and or Association.

3.12 "Declarant" shall mean and refer to Pinnacle Development, LLC, a Mississippi limited liability company, its successors, and assigns as designated in a document placed on record in the office of the Chancery Clerk of DeSoto County, Mississippi, which designates such successors and assigns as the party or parties succeeding to the rights of Declarant hereunder.

3.13 "Declaration" shall mean this Declaration of Covenants and Restrictions for Grayson Creek as the same may be amended from time to time.

3.14 "Improvement" shall mean buildings, outbuildings, underground installations, gradings, slope and drainage alterations, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, windbreaks, landscaping, plantings, planted trees and shrubs, poles, signs, lighting, loading areas, and all other man-made changes to the natural configuration and vegetation of the

Property, whether above or below the land surface.

3.15 "Lot" shall mean and refer to any fractional part of the Property as subdivided on parcel maps or plats recorded from time to time in the DeSoto County Chancery Clerk's Office, State of Mississippi, with the exception of areas dedicated to the public use or as Common Areas.

3.16 "Member" shall mean and refer to Declarant, each Owner of any Lot and their successors, heirs and assigns. "Member" shall exclude from its meaning and reference any municipality or governmental agency as an owner which holds title to any public rights-of-way in the Community.

3.17 "Owner" shall mean and refer to the record owner, whether one or more persons or entity, of a fee simple title to any Lot which is a part of the Community, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3.18 "Streetscape, Pedestrian, Utility and Street Maintenance Easements" shall include all streetscape, pedestrian, utility and street easements located adjacent to street rights-of-way and medians in public rights-of-way within the Community, and as shown on recorded plats in the office of the Chancery Clerk of DeSoto County, Mississippi.

#### **ARTICLE 4 - THE ASSOCIATION**

4.1 Declarant will cause to be incorporated a Mississippi non-profit Homeowners Association to which every party purchasing a lot will be deemed to have agreed to belong.

4.2 Declarant will cause to be created Bylaws, by which the Association shall be governed.

4.3 Declarant will have full control of all powers and authority of the Association until such time as Declarant transfers the control to the Association. Declarant will transfer the control of the Association to the Owners at the sole discretion of Declarant or when ninety-five (95) percent of all Lots within the development have been sold to Owners, excluding subsidiaries, or related companies of Declarant.

4.4 Declarant, or its successors, assigns, subsidiaries, or related companies, shall not be charged for the payment of annual assessments, special assessments or transfer fees at any time on any lots owned by Declarant or its successors, assigns, subsidiaries, or related companies including any lot or lots conveyed to a third party and then re-conveyed to Declarant or its successors, assigns, subsidiaries, or related companies.

#### **ARTICLE 5 - MEMBERSHIP IN THE ASSOCIATION**

5.1 Declarant shall become and remain a Member of the Association in good standing upon the recording of this Declaration in the Chancery Clerk's Office of DeSoto County, Mississippi. Declarant shall cease to be a Member of the Association upon the sale of the last Lot owned by Declarant or its affiliated companies and upon such event Declarant shall be relieved of any liability or obligation to the Association. Every Owner shall automatically become and must remain a Member in good standing of the Association. Membership in the Association shall be appurtenant to and may not be separated from the ownership of a Lot.

5.2 The Association shall have two classes of voting Members as follows:

(A) Class A. Class A Members shall be all Members with the exception of Declarant or its affiliated companies. Each Class A Member shall be entitled to one (1) vote, individually or through their elected or appointed representative, for each Class A Lot owned by such Class A Member (including one (1) vote for each Lot that may no longer exist as a result of being merged or combined with an adjacent Lot so that in such event such Class A Member shall be entitled to a total of two (2) votes where two (2) Lots are merged or combined, being one (1) vote for the Lot that no longer exists as a separate Lot as a result of such merger or combination plus one (1) vote for the combined Lot that exists after such merger or combination and, in the case of any subdivision of any existing Lot, one (1) vote for each Lot that exists after such subdivision of any one (1) Lot.

(B) Class B. The Class B Member shall be Declarant, which shall be entitled to five (5) votes for each Class B Lot owned by Declarant. The Class B Member shall cease to be a Class B Member and shall be converted to a Class A Member and all of its Class B Lots shall also be converted to Class A Lots upon the date when the total votes of the Class A Members are equal to or greater than the total votes of the Class B Member. From and after the happening of the aforesaid date, the Class B Member shall be deemed to be a Class A Member and shall be entitled to one (1) vote for each Class A Lot in which it holds the interest required for membership as set forth in the definition of "Member" hereinabove, except as otherwise provided in the Declaration. As of the date hereof, there is one (1) Class B Member.

5.3 A Member may appoint any other Member or the Declarant or any other person permitted by law or by the Association's Bylaws as his proxy. Any proxy must be in writing and must comply with all requirements imposed by applicable law and the Association's Bylaws.

5.4 The presence, either in person or by proxy, of more than fifty percent (50%) of the total votes of the Members entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of the Association. If the number, of votes eligible to be cast drops below the quorum, and the question of a lack of quorum is raised, no business may thereafter be transacted.

5.5 Any Owner may collaterally assign, as additional security, its voting rights to the Mortgagee of a first lien Deed of Trust covering the Lot owned by an Owner. Any such assignment, however, shall not be effective until written notice thereof is actually received by the Association, together with evidence of said Mortgagee's entitlement to cast said votes.

5.6 In addition to the powers and authority granted to it by its Articles of Incorporation, Bylaws or this Declaration, and without limiting the generality thereof, the Association shall have the authority to operate, maintain or otherwise manage or provide for the operation, maintenance or management of the Common Areas, Common Elements and Streetscape, Pedestrian, Utility and Street Maintenance Easements. Such authority shall include, but not be limited to, mowing, pruning, fertilizing, preservation, and replacement of the landscaping and the upkeep and maintenance of sprinklers, irrigation mains and laterals, sprinkler heads, equipment, water pumps, drainage areas, lakes, dams, private roads, alleys, pedestrian circulation system, perimeter landscape buffers, trails, signs, lighting, fencing, pavers, planting boxes and other landscape amenities and improvements comprising or located within the Common Areas, Common Elements and Streetscape, Pedestrian, Utility and Street Maintenance Easements.

5.7 The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Mississippi, subject only to such limitations upon the exercise of such powers as are expressly set forth in its Articles of Incorporation, Bylaws, or this Declaration. It shall have the power to

do any and all lawful things that may be authorized, required or permitted to be done by the Association under this Declaration, its Articles of Incorporation, and Bylaws, and to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including, without limitation:

(A) To levy and collect Assessments on Owners and to enforce payment of such Assessments, all in accordance with this Declaration.

(B) To dedicate or transfer all or part of the Common Areas to any public agency, authority, or utility for such purposes in accordance with the terms of the Association's By-Laws.

(C) To make reasonable Rules and Regulations for the operation of the Common Areas, Common Elements and Streetscape, Pedestrian, Utility and Street Maintenance Easements as specified herein and to amend them from time to time, provided that any Rule or Regulation may be amended or repealed by an instrument in writing signed by the Declarant or the majority of the total eligible votes of the Class A Members and Class B Member of the Association;

(D) To enter into agreements or contracts with insurance companies with respect to insurance coverage and fidelity bonds for the benefit of the Association, its Board members and managers;

(E) To enter into agreements or contracts with utility companies with respect to utility installation, consumption and service matters;

(F) To enter into contracts, to maintain one or more bank accounts, and generally, to have all of the powers necessary or incidental to the operation and management of the Association;

(G) To sue or defend in any court, administrative agency or other tribunal on behalf of the Association and its Board members;

(H) To provide and maintain reasonably adequate reserves for repairs and replacements of Common Elements;

(I) To adjust the amount of insurance claims and use all insurance proceeds to repair damaged or replace lost property; and, if proceeds are insufficient to repair damaged or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;

(J) To suspend the voting rights of a Member for any period during which any Assessment against such Member's Lot remains unpaid;

(K) To employ a manager or firm to manage the affairs and property of the Association (which may include an affiliate of Declarant or Declarant), to engage independent contractors or employ employees as it may deem necessary (which may include an affiliate of Declarant or Declarant), and to prescribe their duties and to set their reasonable compensation;

(L) To retain and pay for professional services and costs of legal and accounting firms;

(M) To enforce the provisions of this Declaration and any rules and regulations made hereunder

and to enjoin and/or seek damages from any Owner for violation of such provisions or rules;

(N) To levy and collect Fines for violations of this Declaration and to enforce payment of such Fines, all in accordance with this Declaration; and

(O) To take any and all other actions and to enter into any and all other agreements as may be necessary or proper for the fulfillment of its obligations hereunder, for the operational protection of the Association or for the enforcement of this Declaration. Nothing contained herein shall authorize any action of the Association for political purposes or any purposes not directly related to the maintenance and operation of the Grayson Creek Community.

## SECTION 6 - ASSESSMENTS AND TRANSFER FEES

6.1 All lot owners shall become members of the Grayson Creek Homeowners Association and will be required to pay annual assessments and/or special assessments, except as otherwise stated herein.

6.2 Beginning on January 1, 2022, each Lot Owner, but not Declarant, shall pay to the Association, in advance, a pro-rata share of the annual assessment for the year in which closing occurs. The initial annual assessment will be Seven Hundred Fifty Dollars(750.00), subject to any increases at the sole discretion of Declarant, payable January 1 of each year. Any annual assessment which is not paid within thirty (30) days after it is due will be considered delinquent and a 4% per annum late charge will be added to the annual assessment which is delinquent.

6.3 In addition to the annual assessments authorized by this Section, the Board may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement on the common areas, including necessary fixtures and personal property relating thereto, and any extraordinary expense of operation or maintenance, provided that any such assessment shall have two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting. Ninety (90) days after the due date of such special assessment, any unpaid special assessment will be considered delinquent, and a 4% Late Charge will be added for each month special assessment is delinquent.

6.4 Any assessment, fine, charge or fee levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as herein provided, thereupon become a continuing Lien upon the Lot against which such Assessment is levied and shall bind such Lot(s) and property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the Owner(s) to pay such Assessment shall, however, remain personal obligations for the statutory period, and a suit to recover a money judgment for non-payment of any Assessment levied, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

6.5 To evidence the Lien of any unpaid and delinquent Assessments, the Board may prepare a written notice setting forth the amount of such unpaid indebtedness, the description of the Property/Lot and the name of the Owner if known. Such a notice shall be signed by any officer of the Board or any

one of the members of the Board and may be recorded in the Chancery Clerk's Office of DeSoto County, Mississippi.

6.6 Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ninety (90) days after the due date, the assessment shall bear interest at a rate of 8% from the due date at any rate set by the Association, not to exceed the maximum interest permitted under Mississippi Law. The Association may bring an action at law against the Owner to collect the assessment or foreclose the lien against the property and the interest, costs and reasonable attorney's fees for the assessments provided for herein by non-use of Common Area. The Owner of a Lot on which there are delinquent assessments shall not be permitted to participate or vote in any meeting of the Association. Lenders are not required to collect assessments. Further, failure to pay assessments shall not constitute a default under an insured mortgage.

6.7 All rights, remedies and privileges granted to the Board and/or Owner, pursuant to any terms, provisions and covenants or conditions of this Declaration or the Bylaws shall be deemed to be cumulative, and the exercise of any one or more shall not preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Declaration or the Bylaws or at law or in equity.

6.8 Upon the default in the payment of any one or more installments of any Assessment levied pursuant to this Declaration that is not cured as may be allowed hereunder prior to any applicable cure period, the entire balance may, at the option of the Board, be accelerated and declared to be immediately due and payable in full.

6.9 The Lien established by this Declaration shall have preference over any other assessment, liens, judgments, or charges of whatever nature, except as limited herein.

6.10 Notwithstanding any other provisions herein to the contrary, the lien of any Assessment levied pursuant to this Declaration upon any Lot shall be subordinate in all respects to, and shall in no way affect in any way, the rights of the holder of any indebtedness secured by any recorded Deed of Trust or lease upon such interest made in good faith and for value received, provided, however, that such subordination shall apply only to Assessments which have become due and payable prior to the sale or transfer of such Lot(s) pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure, and shall not in such instance apply to claims for a share of such Assessments resulting from a reallocation of such Assessments to all Owners including the encumbered Lots. Such sale or transfer shall not relieve the purchaser at such sale from liability for any Assessments thereafter becoming due, nor from the lien of such subsequent Assessment' which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

6.11 No amendments to this Section shall affect the rights of the holder of any such Deed of Trust (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

6.12 Any recorded Deed of Trust secured by any Lot(s) may provide that any default by the mortgagor/Owner or lessee in the payment of any Assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such Deed of Trust (or the indebtedness secured thereby) but failure to include such a provision in any Deed of Trust shall not affect the validity or priority thereof, and the protection extended to the holder of such Deed of Trust (or the indebtedness secured thereby) by



reason of this Declaration shall not be altered, modified, or diminished by reason of such failure.

6.13 Except as otherwise provided, upon the sale and transfer of title to any Lot, there shall be a transfer fee in the amount of One Hundred Fifty and No/100 Dollar (\$150.00) paid to the Association or the Association's designated representative, subject to annual increases. Such transfer fee shall be the personal obligation of the purchasing Owner, and in addition, the Association, shall have a Lien against the Lot to secure payment of such transfer fee. Such Lien shall be prior and superior to all other liens except (a) the Association's lien for assessments and or special assessments, and (b) liens of any Deed of Trust and such other liens as have priority over the Association's lien' for assessments and/or special assessments, as set forth herein. Such Lien may be enforced by the Association by suit for judgment and foreclosure in the same manner as the Association's lien for assessments and or special assessments under Article 6 above. In addition to the remedies specifically set forth in this Article, the Association shall have all other remedies and rights granted to the Association in Article 6 above and all rights and remedies otherwise available at law or in equity.

6.14 All transfer fees collected pursuant to this Article shall be deposited into the Association's account and used for such purposes as the Association deems beneficial to the general good and welfare of the Community.

6.15 No transfer fee shall be imposed or levied upon a transfer of title of a Lot:

- (A) to Declarant, its successors, assigns, related entities, affiliates or family trusts;
- (B) to a developer or builder who held title to the Lot solely for the purpose of development and resale;
- (C) to any person who was already and also an Owner of such Lot immediately prior to such transfer or between spouses;
- (D) to the Owner's estate, heirs, surviving spouse or child upon the death of an Owner;
- (E) to an entity wholly owned by Owner; provided that any subsequent sale and transfer of any ownership interest in such entity, the transfer fee shall become due; or
- (F) to an institutional lender pursuant to the foreclosure of a Deed of Trust or deed in lieu of foreclosure.

6.16 The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Board, or any member of the Board, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

6.17 Declarant or its successors, assigns, subsidiaries, or related companies shall not be charged annual assessments, special assessments or transfer fees at any time on any lots owned by Declarant or its successors, assigns, subsidiaries, or related companies including any lot or lots conveyed to a third party and then re-conveyed to Declarant or its successors, assigns, subsidiaries, or related companies.

6.18 The Association, from time to time, shall determine the amount of the annual assessments, and/or special assessments and transfer fee.

6.19 The Association may also establish procedures to ensure compliance with the provisions of this Declaration.

#### ARTICLE 7 -COMMON AREA

7.1 Common Area includes those common open spaces included in the Property as shown on Plat of record in the office of the Chancery Clerk of DeSoto County, Mississippi which has been approved by Declarant for the common use and enjoyment of the Members of the Association.

7.2 Every Owner (and all persons permanently residing with such Owner) shall have a right of use and enjoyment in and to the Common Area, and shall pass with the title to such Lot, subject to the following provisions:

- a) The Association may, from time to time, promulgate written rules and regulations regarding the use of the Common Area and improvements thereon situated;
- b) The right of the Association, in accordance with the Bylaws, to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof to manage said Common Area;
- c) The right of the Association to operate, maintain, reconstruct, repair, replace or refinish any improvements or portion thereof upon any Common Area;
- d) The right of the Association to replace injured and diseased trees or other vegetation in any Common Area, and plant trees, shrubs and ground cover necessary for the conservation of water and soil and for aesthetic purposes; and to do all such other and further acts necessary to preserve and protect the Common Area and the beauty thereof;
- e) No action by the Association affecting the maintenance or use of the Common Area shall prevent any Owner from using the appropriate Common Areas for ingress and egress to his Lot, provided said use has approval in writing by Declarant;
- f) The Association shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area; and

7.3 The Association shall provide and pay for all maintenance, operation, repair, replacement, and expenses for the Common Area and any improvements located thereon.

7.4 In the event the Common Area and any improvements located thereof are damaged or destroyed through the intentional or negligent act of any Owner or any person for whom such Owner is legal responsible, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good, workmanlike manner, in the discretion of the Association. The amount necessary for such repairs shall be paid by said Owner, upon demand, to the Association, and the Association may enforce collection of same in the same manner and subject to the

same conditions as provided elsewhere in this Declarant for collection and enforcement of assessments.

7.5 Declarant may retain the legal title to the common areas until such time as it has completed improvements thereon. Declarant hereby covenants, for itself, its successors and assigns, that it shall convey title to the common areas to the Association.

#### **ARTICLE 8 - ARCHITECTURAL CONTROL COMMITTEE**

8.1 An Architectural Control Committee (the "ACC") is hereby established for all lots and parcels within the Property. The initial Committee shall consist of Declarant and/or designees of Declarant. The ACC shall govern construction activities within the Community. It shall be the responsibility of each lot owner to obtain the written approval or rejection of the ACC prior to the commencement of any construction.

8.2 For the purpose of insuring the development of said lots as an area of high standards, and to assure reasonable compatibility of architectural designs, the ACC shall have the power to approve and or reject construction plans pertaining to all improvements, as well as to make such exceptions to this Declaration and to waive particular violations, as the ACC shall deem necessary, appropriate or proper. The ACC, at its option, may charge and collect fees for services rendered associated with its approval or rejection of any architectural design and/or construction plans.

8.3 Once the Association is turned over to the lot owners, Declarant or its successors, assigns, subsidiaries, or related companies will retain full architectural control and all rights to approve plans for new construction over any lots owned by Declarant or its successors, assigns, subsidiaries, or related companies including any lot or lots conveyed to a third party and then re-conveyed to Declarant or its successors, assigns, subsidiaries, or related companies.

8.4 No residence, other structures, fences, or pools of any kind or nature shall be constructed, commenced, erected, placed, moved onto, or permitted to remain on any of the Lots, nor shall any existing structure, fence or barrier upon and Lots be altered in any way which changes the exterior appearance (which includes but is not limited to changes in paint color and re-roofing) thereof, nor shall there be any additions, attachments, or deletions to improvements, nor shall there be any changes in landscaping, without the prior written consent of the ACC. The written consent or rejection of the ACC will be delivered to the lot owner within thirty (30) days from receipt of request by the ACC.

8.5 Once the Association is turned over to the lot owners, Declarant will retain full architectural control, as to his consent, of each and every matter herein stated within this Section 8 over any lots owned by Declarant or its successors, assigns, subsidiaries, or related companies including any lot or lots conveyed to a third party and then re-conveyed to Declarant or its successors, assigns, subsidiaries, or related companies.

#### **ARTICLE 9 – ASSOCIATION/HOMEOWNER RESPONSIBILITIES FOR MAINTENANCE AND REPAIR**

9.1 The following services shall be provided by the Association for Common Areas and Entrances:

- a) Lawn maintenance for Common Areas & Entrances, including mowing, edging, weed

eating, fertilizer and preemergent Spray services

b) Annual shrub and landscape bed maintenance for Common Areas & Entrances, including pruning, trimming, mulching, and de weeding

c) Fall and Winter leaf removal for Common Areas & Entrances

d) Utilities for all Common Areas including water & electricity.

9.2 Each Owner of Lot shall be responsible for maintaining their own respective property of each lot. Lot owners are fully responsible for all interior and exterior maintenance, painting, repair, and upkeep of their Lot and the improvements thereon.

9.3 In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated on their respective Lot in a manner compatible with the other Lots and improvements in the Community as reasonably determined by the Association, in its sole discretion; then the Association shall have the right to take legal action and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of an assessment to which such Lot is subject as provided by this Declaration.

9.4 The right is given to the Association to require the owner of a damaged or destroyed dwelling upon any lot to make repairs or replacements in order to restore the dwelling to its condition prior to the damage or destruction, including the right to require that insurance proceeds paid to the Owner because of said damage or destruction be applied to the repair or replacement.

#### **ARTICLE 10- RESTRICTIVE COVENANTS**

10.1 All lots in the Community shall be known and described as residential lots except for common open space, which shall be for common area elements.

10.2 No structures shall be erected on any residential lot other than one single family residence, and two or three car attached, enclosed garage. Detached garages are permitted with approval from the HOA Architectural Board and must abide by all setbacks, permits, and regulations from the City of Southaven.

10.3 Single Family Lots shall consist of a minimum heated space of 2,300 heated square feet, exclusive of open porches, garages and basements.

10.4 No building shall be more than two stories in height, but the floor space for the second story may be included in computing the minimum square footage of living area.

10.5 The minimum setback from the front property line and the side and rear yard setbacks shall be as described on the recorded plat and shall meet the requirements and approval of the Building and Zoning Departments of the City of Southaven.

10.6 All roofs of all buildings erected on a lot shall be comprised of Owens Corning Oak Ridge Series Estate Gray dimensional shingle material or equivalent approved in writing by Declarant or ACC. Accent roofs may be metal. Re-roofings must be in accordance with covenants. No awnings on the front

or sides of any house will be permitted without written approval of the ACC.

10.7 All residences shall include at least a two or three car enclosed garage and must have a side load or courtyard entrance.

10.8 All siding is to be concrete fiber or vinyl. All siding is to have a maximum exposure of 8" for lap and 16" on center for board and batten. Fiber shake siding is permitted.

10.9 Additional structures to include, but not limited to, gym and swing sets, trampolines, etc., may be erected in the rear yard, if approved by the ACC.

a) All buildings in which the use or storage of personal property may occur are considered an Improvement and must be pre-approved for construction by the ACC. Metal sheds or garages are prohibited Improvements.

b) The written consent or rejection of the ACC will be delivered to the lot owner within thirty (30) days from receipt of the request for pre-approval. Improvements and structures must match the home's siding, roofing and colors if possible unless otherwise by the ACC.

c) Approved structures must be located inside the rear yard (behind the rear corners of the residence and must be permissible by the appropriate governmental entity, if required, and must be enclosed by 6' wooden fence or fencing approved by the ACC.

10.10 Mailboxes will be cluster per the United States Postal Service and located in designated areas.

10.11 All driveways are to be washed aggregate.

10.12 An Owner desiring to install a fence must obtain written approval from the ACC prior to commencement of construction. All fencing along the side and rear of the Lot shall be erected along the property lines. All wooden fences shall be six foot (6') treated pine or cedar with a 2" x 6" cedar top cap and trim. All fence planks shall face to the exterior or street view. No fence may be constructed closer to the street than the back corner of the house unless written approval is obtained from Declarant or ACC. No chain link fences are permitted: In addition to the approval of the ACC, an Owner must obtain any required permit from the appropriate governmental authority prior to construction.

10.13 In-ground swimming pools and/or hot tubs must be approved prior to commencement of construction by the ACC; permitted & inspected by the City of Southaven, be installed by a licensed contractor and enclosed by an approved fence.

10.14 An electric transformer may be situated on certain lots. If the Owner of such a lot should desire relocation of such transformer, he may arrange for its relocation at his expense with the approval of Declarant and Owner of the adjacent property nearest to the proposed new location of the transformer.

10.15 Any dead plants or landscaping on any lot shall be the responsibility of each the respective lot owner and replaced immediately.

## **ARTICLE 11 – CONSTRUCTION ACTIVITY**

11.1 Each lot owner is to provide portable toilets during the construction of any improvement upon the Lot.

11.2 All existing surface drainage must be maintained. Swales may be constructed to prevent drainage directly into buildings, but in no case shall surface drainage be diverted or obstructed to prevent the shared sheet surface drainage from entering into or through any lot by means of fences or on-site grading. All wood fencing is to have a 2" minimum clearance under all portions. Lot owners are responsible for compliance with the City of Southaven erosion control guidelines.

11.3 All yards shall be of solid sod, except that certain portion of the yard that may have been left wooded. Sod is not required in wooded areas of lots.

11.4 All Owners, contractors and service personnel must conform to all matters contained within this Declaration.

11.5 All windows must be white or linen vinyl windows. All flashing visible from the street must be painted flashing. All front door colors are to be one of the uniform color/stain choices as selected by Declarant and approval is required by the ACC.

11.6 No building, structure or other Improvement of any kind shall be commenced, installed, erected, placed, assembled, altered, moved onto, or permitted to remain on any building site, nor shall any uses be commenced on any building site, unless and until the final plans and specifications and specifications for the same have been submitted to, reviewed and approved by the ACC. No Owner shall apply to any public authority for any construction or building permits for any project before written approval of the final plans and specifications have been given, unless the ACC has waived this requirement with written notification to such Owner.

11.7 Once Declarant has closed a lot in the subdivision, the owner or his assignees of such lot shall be obligated to begin construction of a house on such lot within 18 months and thereafter to complete such construction within 12 months. If a lot owner fails to commence construction of the house within said 18 month period, Declarant shall have the option of purchasing the subject lot for the original sales price, exclusive of any closing costs associated with the original purchase.

## **ARTICLE 12 - PROHIBITED USES AND NUISANCES**

12.1 The Community is hereby restricted to residential dwellings for residential use. All new buildings or structures erected upon any Lot shall be of, new construction, no building or structures shall be moved from other locations onto any Lot and no subsequent buildings or structures, other than single family houses shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot at any time as a residence, either temporarily or permanently. This provision shall not prohibit contractors from placing temporary construction or sales trailers on Lot(s) during the construction of improvements thereon or the sale of such Lot(s).

12.2 No animals, reptiles, rodents, birds, fish, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The number of animals shall be limited

to 2 dogs, or 2 cats, or two other household pets. In all instances, household pets shall be restrained within fenced areas or under leash. Dog kennels must be hidden by appropriate fencing. Any dog, cat, or pet creating a nuisance in the neighborhood be it from excessive barking, chasing cats, chasing people, or the like, shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance. Pets which are permitted above may only be kept within an Owner's property unless on a leash and accompanied and supervised by Owner. Owners are required to pick up their animal's feces immediately after placement by the animal. When feces is allowed to remain upon any area of the Property, a \$50.00 fine will be imposed upon any Owner, family member, or invitee failing to remove the feces immediately. A \$50.00 fine will also be imposed for improper disposal of feces. Disposal shall be deemed proper when disposed of only in Owner's personal trash can. Pets are not permitted to roam free, and in the sole discretion of the Association, any pets which endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to Owners of other Lots, shall be removed upon request of the Board.

12.3 Advertising signs for the purpose of the sale of a single family residence as approved by appropriate governmental authorities are allowed. All signs to be approved by City of Southaven. No "For Rent" signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot.

12.4 Nothing in this provision or this Declaration shall be deemed to prohibit Declarant from placing "For Sale" signs or larger directional and marketing signs for the purpose of selling and marketing homes on any Lot owned by Declarant.

12.5 No Lot is to be used in any way or for any purposes which may endanger the health or unreasonably disturb the owner of any Lot or any resident thereof. No recurring business activity of any kind whatsoever shall be conducted on any Lot (for the purposes of this Declaration, "recurring business activity" does not prohibit telecommuting, but does prohibit increased business traffic to and from the Lot as determined by Declarant, in its sole and reasonable discretion).

12.6 No obnoxious or offensive trade or activity or business shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance.

12.7 All equipment (excluding any and all equipment that is permanently affixed to the improvements on the Lot), garbage cans, service yards, woodpiles, or storage piles shall be kept screened by fencing so as to conceal them from view of the drives and street(s).

12.8 Trash Cans must be kept out of site from the front of the house and must be removed by end of the sanitation pick-up day. Trash containers can't be stored or left at the street or visible from the street. All rubbish, trash, or garbage shall be regularly deposited in the designated dumpster area and removed from the premises and shall not be allowed to accumulate thereon.

12.9 Without prior written approval by the Association, no radio, television transmission receiving towers and/or antennae, feed lines, supporting structures, and similar structures, nor exterior satellite dish shall be placed, allowed, or maintained upon any portion of the improvements located upon a Lot nor upon any structure situated upon a Lot.

12.10 No car, truck, van, trailer, all-terrain vehicle, recreational or commercial type vehicle, including but not limited to electric scooters, boats, boat trailers, house trailers, camping trailers,

motorcycles, four wheelers or similar type items shall be stored or parked on any lot or driveway, unless in a closed garage. Owner's vehicle(s) may be parked on their driveway, not on the street or street right of way. It is strictly prohibited to store or park junk or inoperable vehicles on or about any Lot. All motorized vehicles parked on any Lot must be licensed and in operating condition. Any utility or similar trailer must be stored in the rear yard behind a six foot (6') wooden fence which shall completely block the ability to see the trailer or its contents from street level.

12.11 Visitors are required to park on respective Owner's lot. With the exception of maintenance vehicles or delivery vehicles, there shall be no on-street/alley parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles, trucks or trailers. Temporary parking as used above is defined as not including overnight parking. Overnight parking is defined as between the hours of midnight and 7:00 am.

12.12 No refuse pile, unused motor vehicles or unsightly objects shall be allowed to be placed or to remain anywhere on the premises. In the event that any owner or occupant of any lot in the Community shall fail or refuse to keep the premises free from refuse piles, unused motor vehicles or other unsightly growths or objects, then an officer or member of the Board may enter upon the lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such a removal, Owner of the lot shall pay 1.5 times the expenses thereof.

12.13 Without prior written approval by the Association, political signs shall not be placed on any properties within the Community.

12.14 No car, truck, van, trailer, boat, recreational or commercial type vehicle shall be parked and advertised FOR SALE or similar language within the Community perimeters.

12.15 Owners are not allowed to wash vehicles with the Property if mud or muddy residue remains upon the street. All mud washed into the street must be removed by Owner, or the Association will perform said cleanup and assess Owner for 1.5 times the expenses thereof, said assessment will become a lien on Lot as provided herein.

12.16 Any vegetable garden shall be located only in the rear yard of any Lot.

12.17 Stone, gravel, and artificial turf yards are prohibited.

12.18 All exterior lighting on each lot shall be of a consistent style and character. All lighting on each lot shall be constructed and maintained to provide illumination for that lot only, and as to avoid illumination of adjacent lots and areas. No colored exterior light bulbs allowed.

12.19 No buildings or structures shall be moved from other locations to a lot in this subdivision without permission from the ACC, except as provided herein.

12.20 No stucco board is allowed.

12.21 No structures to be erected, by Owners, on common areas, including but not limited to forts, playhouses, tree houses, etc.

12.22 Front yard parking pads are prohibited.



12.23 No exterior satellite dish, larger than 30 inches, shall be placed, allowed, or maintained upon any portion of the improvements located upon a Lot nor upon any structure situated upon a Lot. The placement, erection, and construction of the satellite dish, feed lines, and supporting structures must be approved by the ACC.

12.24 Window treatments must have white lining. Blinds must be white or a natural wood-tone and must be at least 2" faux or wood. No mini blinds are allowed. Blinds or window treatments must be installed within 30 days of occupancy. No decorations to be attached on windows with the exception of holiday decor.

12.25 No window mounted air-conditioning or heating unit(s) may be installed which is visible from street level upon any Lot .

12.26 No clothing, laundry, or wash shall be aired or dried on any portion of a lot in an area exposed to view from any street passing by any portion of the lot. In any event, drying shall be permitted only at the rear of the home using folding/collapsible drying racks. No permanent clothes lines are permitted.

12.27 The exterior paint color or shingle color of any structure cannot be altered without the prior written consent of the ACC.

12.28 All motorized vehicles, electric or gas, including but not limited to golf carts, ATVs, go-carts, and 4 wheelers, are prohibited from being driven on sidewalks and common areas.

12.29 There shall be no cooking/fireplace apparatus, interior furniture or any other personal property on the front porch area or front yard that does not preserve the values, attractiveness, and desirability of the neighborhood. Examples of prohibited items are charcoal/gas grills, interior couches, pink flamingoes, et al.

12.30 All yard art, statues, garden flags, flower pots, or other temporary structure must be approved in writing by Declarant or Association and should be kept to a minimum which are visible from the street and must be placed no more than (10) ten feet from the foundation of the home.

12.31 No basketball goals, backboards or other recreational apparatus shall be permitted to be affixed to or on any residence, outbuilding, sidewalk, or street.

12.32 No garage sale, yard sale, or similar activity shall be conducted without prior approval of the Board. Exception: An annual community yard sale may be established with the prior approval of the Board.

12.33 No addition, alteration or improvement of any kind, other than interior alteration not affecting the external appearance of a building or structure, shall be commenced, erected, placed or maintained upon any portion of any lot unless and until the plans and specifications thereof shall have been approved in writing by the ACC.

12.34 Declarant reserves the right at any time (a) to change the boundary lines and (b) to impose or remove or change easements on any lot(s) owned by it, if such should become necessary or

be deemed desirable to preserve trees or topographical features or to otherwise enhance the desirability of such lots and © amend Covenants: provided the Declarant complies with all ordinances and regulations of the City of Southaven. If Declarant determines to take such action provided for above, no other owner of a lot in the Community shall be required, or permitted, to join in any application to any governmental authority for approval of such action.

12.35 No person or entity, including but not limited to, individually, corporations, partnerships, and or limited liability companies may own more than one Lot (unimproved or improved) within the entire Community that is leased or occupied by someone other than the Owner or their guest.

### **ARTICLE 13 - GENERAL PROVISIONS**

13.1 Declarant reserves unto itself the right to impose additional and separate restrictions at the time of sale of any lots sold by it in this subdivision, which said restrictions may not be uniform, but may differ as to different lots.

13.2 There is a perpetual easement, as shown on the recorded plan of the subdivision, which is reserved for utility installation or maintenance.

13.3 Declarant, its agents, employees, successors, and assigns shall have a non-exclusive, perpetual easement over any Lot upon which an entrance sign and/or feature has been constructed for the purposes of accessing such entrance sign and/or feature during reasonable times and performing any necessary maintenance, repair, and replacement to such entrance sign and/or feature. Owner of each Lot upon which such entrance sign and/or feature exists hereby establishes, gives, grants, and conveys to Declarant, its agents, employees, successors, and assigns, a non-exclusive, perpetual easement over any Lot upon which an entrance sign and/or feature has been constructed, for the limited purposes provided herein.

13.4 The success of a residential community is dependent in critical part on the abilities and integrity of the firms, which construct the homes in the development. Therefore, Declarant is vested with the absolute right to approve or disapprove for use the respective general contractors who will build homes on Lots in the subdivision. It is stated expressly that an Owner of a Lot must obtain such approval whether such Owner is the original Purchaser from Declarant or not.

### **ARTICLE 14 - ENFORCEMENT**

If an Owner shall violate or attempt to violate any of the covenants, conditions and/or restrictions herein, it shall be lawful for any other Owner, the Association or Declarant to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages or other dues for such violation. In the event it becomes necessary for Declarant to incur cost or expenses in enforcing or complying with the terms of these covenants, Declarant shall be entitled to recover said cost and expenses including a reasonable attorney fee from the violating party. Declarant and the Association, as the case may be, shall be entitled to assert liens against any Lot and/or Owner to enforce the terms of these covenants, conditions and restrictions.

### **ARTICLE 15 - SEVERABILITY**

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

## ARTICLE 16- DECLARANT'S RIGHTS

15.1 Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its transferees, or its contractors or subcontractors from doing or performing on all or any part of the Community owned or controlled by Declarant or its transferees or upon the common areas, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of the Community, including, without limitation:

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

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

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

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

15.2 Declarant may subdivide all or any portion of the Property.

15.3 Declarant shall not be obligated to improve, develop, or subdivide any part of the Property in any specific manner or time or for any specific use, Declarant, reserving unto itself, its successors and/or assigns, all rights and privileges with respect to any portion of Property which it owns.

15.4 Declarant may delete from the operation of this Declaration any portion of the Property owned by Declarant and not subdivided.

15.5 Declarant reserves unto itself the right to amend this Declaration by written Amendment and recording said Amendment(s) in the office of the Chancery Clerk of DeSoto County Mississippi.

## ARTICLE 17 - LIABILITY OF DECLARANT

Declarant, its successors and/or assigns, are hereby expressly relieved of any liability to any Owner, and to any other party to the extent permitted by law, for any act of omission or commission in connection with performance of their functions, except for willful misconduct or act of bad faith.

## ARTICLE 18 - AMENDMENT AND MODIFICATION

18.1 Declarant reserves unto itself, its successors and assigns, the right to terminate, alter, modify or amend this Declaration by written Amendment. Any such termination, extension, modification or amendment shall become effective when a proper instrument in writing has been executed, acknowledged and recorded in the Chancery Clerk's Office of DeSoto County, Mississippi. No amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of any Institutional

Mortgagee without the specific written approval of the Institutional Mortgagee affected thereby. Furthermore, no amendment to this Declaration shall be effective which would increase the liabilities of a then Owner or prejudice the rights of a then Owner or his family, guests, invitees, and lessees to utilize or enjoy the benefits of the then existing common areas unless the Owner or Owners so affected consent to such amendment in writing.

**18.2 Once turned over to Association** - This Declaration, or any provision hereof, or any covenant, condition, restriction and reservation contained herein, may be terminated, extended, modified or amended, as to the whole of the Community or any portion thereof, with the written consent of two-thirds (2/3) of the total eligible votes of the Members voting together. Members may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose for such meeting; provided, however, no such termination, extension, modification or amendment shall be effective without the written approval of the Declarant. Any such termination, extension, modification or amendment shall become effective when a proper instrument in writing has been executed, acknowledged and recorded in the Chancery Clerk's Office of DeSoto County, Mississippi.

18.3 Notwithstanding anything herein contained to the contrary so long as Declarant owns any lot, Declarant reserves the right for a period of fifty (50) years from the date hereof to unilaterally amend this Declaration to conform to the requirements of any governmental agency, federal, state or local; for the requirements of any mortgage lender; or for any reason that Declarant deems advisable for the orderly development of the Property.

#### **ARTICLE 19- CONSTRUCTIVE NOTICE AND ACCEPTANCE**

Every person who now owns, or hereinafter acquires, any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and other provision contained in this Declaration.

#### **ARTICLE 20 - INTERPRETATION OF DECLARATION**

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

#### **ARTICLE 21 - CAPTIONS, HEADINGS AND TITLES**

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

#### **ARTICLE 22 - CITY OF SOUTHAVEN ORDINANCES OR REGULATIONS**

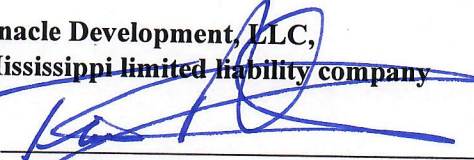
To the extent that any of these covenants and restrictions are less restrictive than any of the City of Southaven ordinances or regulations, the City of Southaven ordinances or regulations shall govern.

**ARTICLE 23 - SUCCESSORS**

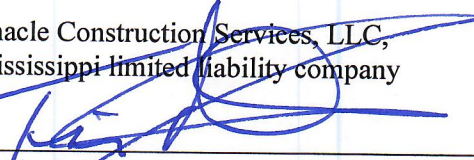
This Declaration shall be for the benefit of and be binding upon the heirs, legatees, executors, devisees, administrators, guardians, conservators, successors, purchasers, lessees, encumbrances, donees, grantees, mortgagees, lienors, and assigns of and from the Owners of the property and/or Owners of the Lots.

**ARTICLE 24 - DURATION OF COVENANTS AND RESTRICTIONS**

This Declaration and the covenants, restrictions, conditions, changes, and Liens set out herein shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, and every Owner of any Lot or other part of the Property, including the Declarant and its and their legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time the Declaration shall automatically be extended for successive periods of ten (10) years unless otherwise modified as set forth herein; provided, however, that no such agreement to change shall be effective unless made and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi.

**Pinnacle Development, LLC,**  
**a Mississippi limited liability company**  
By:   
\_\_\_\_\_  
Timothy L. Paxton  
Its: Member

JOINED BY:

**Pinnacle Construction Services, LLC,**  
**a Mississippi limited liability company**  
By:   
\_\_\_\_\_  
Timothy L. Paxton  
Its: Member

State of Mississippi  
County of Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of November, 2021, within my jurisdiction, the within named Timothy L Paxton who acknowledged that he is a Member of Pinnacle Development, LLC and that for and on behalf of the said limited liability company and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

\_\_\_\_\_  
Notary Public

My Commission Expires:

State of Mississippi  
County of Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of November, 2021, within my jurisdiction, the within named Timothy L. Paxton who acknowledged that he is a Member of Pinnacle Construction Services, LLC and that for and .on behalf of the said limited liability company and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

  
Notary Public

My Commission Expires:



**EXHIBIT A**

Lots 1 through 33, inclusive, Phase 1, Final Plat of Grayson Creek PUD, situated in Section 17, Township 2 South, Range 7 West, DeSoto County, Mississippi, according to the plat thereof of record Plat Book 138, Page 16, in the office of the Chancery Clerk of DeSoto County, Mississippi.