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BOOK 1518 PAGE 515

REUNION

Declaration of Covenants and Restrictions for Reunion

*** Re-recorded to include legal descriptions in EXHIBIT "A" ***

22/8/1E SE 1/4 / SW 1/4
27/8/1E NW 1/4 / NE 1/4

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Declaration of Covenants and Restrictions

For

B 1748 P 006

Reunion

THE DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration") is made and executed by REUNION, INC., its successors and assigns (the "Declarant").

WITNESSETH

WHEREAS, it is the intent of Declarant to establish a general plan and uniform scheme of development and improvement of the Property; and

WHEREAS, Declarant wishes to provide for the preservation and enhancement of property value, amenities and opportunities within the Property in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein, and to maintain the land and improvements there in, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth.

NOW THEREFORE, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and Restrictions for Reunion, and the Property shall be held, transferred, sold, conveyed and occupied subject to the terms and provisions of the zoning ordinances of Madison County, Mississippi, as same may now exist, or hereafter be amended, insofar as same are applicable to the Development.

ARTICLE 1 – DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

- 1.1 "ARCHITECTURAL REVIEW COMMITTEE" or "A.R.C." shall mean and refer to that permanent committee of the Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.
- 1.2 "ARTICLES OF INCORPORATION" shall mean and refer to the Articles of Incorporation of the Association as they may exist from time to time.
- 1.3 "ASSESSMENT" shall mean and refer to those charges made by the Association from time to time, against Owners and the Golf Club Owner, for

the purposes, and subject to the terms, set forth herein.

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- 1.4 "ASSOCIATION" shall mean and refer to Reunion Property Owner's Association, Inc. created to govern and for the purpose of providing maintenance services, owning, and managing common areas for the Reunion Development.
- 1.5 "BOARD" or "BOARD OF DIRECTORS" shall mean and refer to the Board of Directors of the Association.
- 1.6 "BY-LAWS" shall mean and refer to the By-Laws of the Association as attached hereto as Exhibit C as the same may be hereafter amended.
- 1.7 "COMMON EXPENSES" shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.
- 1.8 "COMMON PROPERTY" shall mean and refer to all portions of the property which are intended for the common use and enjoyment of the Owners and which are identified and dedicated to the Association on any recorded subdivision plats of the Property, or conveyed to the Association by deed or in this Declaration or any other declaration of covenants and restrictions that may hereafter be recorded in the County.
- 1.9 "COUNTY" shall mean and refer to Madison County, Mississippi.
- 1.10 "DECLARANT" shall mean and refer to Reunion, Inc., a Mississippi corporation, and its successors and assigns.
- 1.11 "DECLARATION" shall mean and refer to this instrument and all exhibits hereto, as the same may be amended from time to time.
- 1.12 "DEVELOPMENT PLAN" or "MASTER PLAN" shall mean the plan of Reunion, which is attached hereto as Exhibit "B." and the graphic representation of the proposed manner of development of any future additional property to be added to Reunion. Declarant reserves the right for as long as Declarant owns property within Reunion to amend the Development Plan or change the configuration of Lots or the number of Lots and to change the mix of Lot type within Reunion and increase or decrease the Common Property accordingly in its sole and absolute discretion without the approval of or by any Owners other than Declarant.
- 1.13 "DEVELOPMENT(S)" shall mean and refer to such residential developments, including, without limitation, the Lots, which are now or which may hereafter be located within Reunion.

- 1.14 "GOLF CLUB" shall mean and refer to all present and future persons and entities consisting of members who have use and enjoyment right in the Golf Club Property.
- 1.15 "GOLF CLUB OWNER" shall mean and refer to Reunion Golf and Country Club, LLC, which operates the Golf Club Property.
- 1.16 "GOLF CLUB PROPERTY" shall mean and refer to those properties which are designated as Golf Club Property on the Development Plan, and such other properties designated as "Golf Club Property" by Declarant.
- 1.17 "REUNION" shall mean and refer to the planned development project which is located in Madison County, Mississippi and known as Reunion.
- 1.18 "IMPROVEMENTS" shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall sign, paving, grading, parking, building addition, pool, alteration, screen enclosure, sewer, drainage, disposal system, satellite dishes, antennas, electronic and other signaling devices, decorative building, landscaping or landscape (including existing and planted trees and shrubbery) or objects.
- 1.19 "INSTITUTIONAL MORTGAGEE" shall mean and refer to any person or entity who holds a permanent first mortgage of public record on a Lot, and the holder of any mortgage of public record given or assumed by Declarant, whether a first mortgage or otherwise, and their successors and assigns.
- 1.20 "LOT" shall mean any lot located within the areas of Reunion designated as a "Single-Family Lot," on the Development Plan or any amendment to the Development Plan, as shown on the plats of the Property.
- 1.21 "MEMBER" shall mean and refer to Owners and the Declarant. Declarant shall be a member of the Association from and after the date of recordation of this Declaration in the Madison County Chancery Clerk's office.
- 1.22 "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, excluding however, Declarant and any mortgagee unless and until such Declarant and/or mortgagee have reacquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 1.23 "PROPERTY" shall mean and refer to that real property legally described in Exhibit "A", attached hereto and incorporated here in by reference and, such additional property as may be submitted to this Declaration from time to time, pursuant to Article 2 of this Declaration.

- 1.24 "STREET" shall mean and refer to any street, highway or other thoroughfare which is within Reunion.
- 1.25 "SURFACE WATER MANAGEMENT SYSTEM" shall mean and refer to those lakes, canals and other facilities created and used for drainage of the Property.

ARTICLE 2 – PROPERTY SUBJECT TO THIS DECLARATION

- 2.1 Existing Property. The initial property which shall be subject to this Declaration upon the recordation hereof in the Madison County Chancery Clerk's office is the Property and is more particularly described on Exhibit A hereto.
- 2.2 Additional Property. Declarant may, at any time from time to time, subject additional property to this Declaration (the "Additional Property") by recording in the Madison County Chancery Clerk's office an amendment to this Declaration, describing such Additional Property, provided, however, that all such Additional Property is shown on the Development Plan and developed in a manner compatible with the Development Plan.

ARTICLE 3 – REUNION PROPERTY OWNER'S ASSOCIATION, INC.

- 3.1 Formation. At or about the time of recording of this Declaration, Declarant has caused the Association to be formed by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Mississippi. The Association is formed to operate, maintain and ultimately own the Common Property; to enforce the covenants, conditions, restrictions, and other provisions set forth in this Declaration, and for the enforcement of the rules and regulations promulgated by the Association. The Association shall have such other specified rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association. Subject to the additional limitation provided herein and in the Articles of Incorporation and By-Laws, the Association shall have all of the powers and be subject to all the limitations of a not-for-profit corporation as contained in the Mississippi statutes in existence as of the date of recording this Declaration. The purposes and powers of the Association shall be all of the purposes and powers set forth in this Declaration and in its Articles of Incorporation and By-Laws. The Association shall be the entity for the execution, performance, administration and enforcement of all terms and conditions of this Declaration. Declarant, by including Additional Property within the imposition of this Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership.

- 3.2 Membership. Each Owner of a lot upon his acquisition of the Lot, shall automatically become a member of the Association and shall remain a member for so long as such Owner remains the Owner of the Lot. Such membership shall be mandatory and may not be terminated by any Owner. No person or entity who holds any type of interest whatsoever in a Lot as security for their performance of any obligation may be appointed as a member of the Association. Declarant shall be considered a member of the Association from and after the date of formation of the Association and recordation of this Declaration in the Madison County Chancery Clerk's office.
- 3.3 Voting. The right and privileges of membership, including the right to vote and to hold office in the Association, may be exercised by a member, a member's spouse or by proxy, but in no event shall more than one vote be cast for each Lot, except as provided below. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and advise the Secretary or an Assistant Secretary of the Association in writing prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot shall be suspended in the event more than one person seeks to exercise it. The voting weight appurtenant to each Lot is equal and each Lot shall have one vote, each Lot owned by the Declarant shall be entitled to three (3) votes (provided, however, that in the event Declarant owns a lot and resides in the Improvements located thereon, Declarant shall only be entitled to one (1) vote for such Lot.) Such voting weight shall continue upon the addition of all or a portion of the Additional Property to the Development. Each Owner, by acceptance of a deed or other conveyance for a Lot, consents and agrees to the dilution of Owner's voting interest in the Association by virtue of the submission from time to time of the Additional Property or any portion thereof to the terms of this Declaration as provided herein.
- 3.4 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the right of Declarant, without Declarant's prior written approval; and provided further that no amendment, alteration or rescission may be made which affects the right or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend contrary to these prohibitions shall be of no force or effect.
- 3.5 Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest, privilege which may be transferable, or

which shall continue after the Member's membership in the Association ceases, or while the Member is not in good standing. A Member shall be considered "not in good standing" during any period of time in which the Member is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, any rules or regulations promulgated by the Association, or the Traffic Regulations. All such determinations shall be made by a majority of the Board of Directors. While not in good standing, the Member shall not be entitled to vote or exercise any right or privilege of membership of the Association.

- 3.6 Control by Declarant. So long as Declarant owns any property within Reunion, the Declarant shall have the right to appoint a majority of the members of the Board of Directors, but never less than three (3) Directors. Directors appointed by the Declarant need not be Members of the Association or an Owner. In the event that Declarant shall enter into any contracts or other agreements for the benefit of the Owners, or the Association, Declarant may, at its option, assign its obligations under the agreements to the Association, and in such event, the Association shall be required to accept such obligations.

ARTICLE 4 – COMMON PROPERTY, COUNTRY CLUB PROPERTY AND COMMON PROPERTY

- 4.1 Common Property. The Common Property is intended for the use and enjoyment of the owners and their guests and invitees. Title to the Common Property shall be conveyed to the Association by the Declarant upon the filing of a plat of subdivision with Madison County, Mississippi. Notwithstanding the manner in which fee simple title is held, the Association shall be responsible for the management, maintenance and operation of the Common Property, and for the payment of all property taxes and other assessments which are liens against the Common Property, from and after the date of recordation of this Declaration.
- 4.2 Golf Club Property The Golf Club Property is intended for the use of the members of the Golf Club and their guests and invitees. The Golf Club Owner is responsible for the management, maintenance and operation of the Golf Club Property. Golf Club membership, rules and regulations are or will be provided for in separate documentation.
- 4.3 Maintenance of Common Property. The Association is authorized to and shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Common Property, including the performance of obligations which may be placed upon the Common Property by applicable regulatory agencies. This maintenance obligation shall commence upon the Declarant's Designation of the completion of any property or facility or portion thereof, which

designation may be made solely at the discretion of the Declarant. Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to the following:

- 4.3.1 Security Facilities. Such security system(s), guardhouse(s), and other security facilities which shall be operated and maintained for the benefit of the Lots within Reunion.
- 4.3.2 Surface Waters. The Surface Water Management System, which shall be maintained as required by regulatory agencies.
- 4.3.3 Landscaping. All landscaping of the Common Property including, without limitation, all sodding, irrigation, and the planting and care of trees and shrubbery. Although not included within the general definition of "Common Property", said irrigation system shall include the water withdrawal surface pump, and transmission lines.
- 4.3.4 Signs. All signs located on the Common Property.
- 4.3.5 Maintenance Structures. All maintenance buildings located or to be located on the Common Property.
- 4.3.6 Fences. All fencing located on the Common Property and all perimeter fencing for which the Association holds an easement for construction and maintenance.
- 4.3.7 Recreational Facility. The Recreational Clubhouse and related facilities as shown on the Development Plan.
- 4.3.8 Contracts. Declarant, its affiliates, successors or assigns, may be the management agent for the Association and may hire such employees, including, but not limited to: attorneys, accountants, bookkeepers, gardeners, and laborers, as the Declarant may deem necessary in order to maintain the Common Property. No agreement between the Association and Developer, its successors or assigns shall be held invalid solely for the reason that at the time of entering into the agreement, employees, officers or agents of the Declarant or its affiliates, successors or assigns are officers, directors and/or employees of the Association. In the event any maintenance is performed on the Golf Club Property by the Association, under contract or otherwise as provided or by applicable law, the costs of such maintenance will be billed to and paid by the Golf Club, and in the event any maintenance is performed on Common Property by the Golf Club, under contract or by applicable law, the costs of such maintenance will be billed to, and paid by, the Association.

- 4.4 Rules and Regulations Governing Use of the Common Property The Association, through its Board of Directors, shall regulate the use of Common Property by its Members, Owners and all Golf Club Members and may from time to time promulgate such rules and regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its Members. Without limiting the foregoing, the Association shall have the right to promulgate rules and regulations governing use of golf carts within the Property by Owners, their guests and employees. No rules or regulations may be adopted which would adversely affect the right of any Institutional Mortgagee, without prior written consent of such Institutional Mortgagee. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members.
- 4.5 Owners Easement of Enjoyment. Subject to the provisions herein below, each Owner shall have a right and easement of enjoyment in and to the Common Property, which easement shall be appurtenant to, and shall pass with, the title to each Lot.
- 4.6 Extent of Owner's Easements. The rights and easement of enjoyment created hereby shall be subject to the following:
- 4.6.1 Borrowing and Mortgaging. The right of Declarant and the Association to borrow money for the purpose of improving the Common property and in connection therewith, to mortgage the Common Property, subject to such conditions as may be agreed to by the Members. Any such loan or mortgage shall be approved in advance in writing by the Declarant during such time the Declarant owns any property within Reunion.
- 4.6.2 Protection of Common Property. The right of Declarant and the Association to take such steps as are reasonably necessary to protect the Common Property and, in connection therewith, to mortgage the Common Property.
- 4.6.3 Suspension. The right of the Association to suspend the enjoyment rights and easement of any Owner for any period during which an Assessment remains unpaid by the Owner, and for any period during which the Owner is in violation of this Declaration, or any of the rules and regulations promulgated by the Association or the Traffic Regulations.
- 4.6.4 Maintenance. The right of the Association to properly maintain the Common Property.
- 4.6.5 Standards of Conduct. The rules and regulation and the Traffic Regulations covering the use and enjoyments of the Common

Property, as promulgated by the Association, as the same may be amended from time to time.

- 4.6.6 Restrictions of Record. Restrictions contained on any plat, or other instrument filed separately, with respect to all or any portion of the Property.
- 4.6.7 Constituent Documents. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and all exhibits thereto, and all rules and regulations adopted by the Association, and the Traffic Regulations, as same may be amended from time to time.
- 4.6.8 Dedication or Transfer. The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication, transfer or determination as to the purposes or conditions thereof shall be effective unless approved by a two-thirds (2/3) vote of the total membership at a duly called meeting of the Association, and unless written notice of the proposed agreement and action thereunder is sent to all Members at least ninety (90) days in advance of any action, and provided further, that any such dedication or transfer is approved in advance in writing by the Declarant during such time the Declarant owns any property within Reunion.
- 4.6.9 Declarant's Development Rights. The right of the Declarant to develop Reunion, including Additional Property. As a material condition for ownership of a Lot in Reunion, each Owner releases Declarant from any claim that the Owner might have for interference with his quiet enjoyment of the Common Property due to the development of Reunion, whether or not the construction operations are performed on the Common Property, Additional Property, or on a Lot owned by Declarant, and each Owner acknowledges and agrees that Declarant shall have the sole right of design, construction, development and improvement of the Common Property, and the Lots of Reunion, and Additional Property.
- 4.6.10 Easements. The right of the Declarant to dedicate non exclusive mutual access and utility easements across the Common Property to other properties of Reunion, including additions to Reunion.

For as long as Declarant owns or has any use rights to any property subject to this Declaration, Declarant shall have the right to transact any business necessary to consummate sale of property throughout Reunion, including but not limited to, the right to maintain office(s) on

the Common Property in locations(s) to be selected by Declarant, to have employees in such offices, to construct and maintain other structures or appurtenances which are necessary or desirable for the development and sale of Property throughout Reunion including without limitation, sales models and parking lots; to post and display a sign or signs on any Lots owned by Declarant or the Common Property; and use the Common Property to show Lots. Sales office signs and all other structures and appurtenances pertaining to the sale or development of property within Reunion shall not be considered Common Property and shall remain the Property of the Declarant.

After turnover of control of the Association, and regardless of whether Declarant owns or has any use rights to any property in Reunion, Declarant or its assignee shall have the right, but not the obligation, to continue to exercise the rights granted to Declarant under Section 13.6 herein below at no cost or charge of any kind except its pro rata share of utility expenses and real estate taxes and payment of a rental for use of property based on the current market rate for commercial space in the County. This office shall be used as a real estate brokerage office to assist Owners in the sale of their Lots and obtaining necessary approvals for such transfers. No other commercial or real estate offices shall be located on the Common Property after turnover of control of the Association.

- 4.7 Continual Maintenance. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof. In no event shall the County be obligated to accept any dedication offered to them by the Association or the Members pursuant to this section, but said County may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered County, or any successor thereof.
- 4.8 Golf Club Membership. All persons using the Golf Club facilities shall do so only pursuant to and under the auspices of a valid Membership Certificate. Each person using the Golf Club facilities shall be subject to such rules and regulations of the Golf Club as in effect as of the date of his/her/its use, and shall be required to pay such fees and membership dues as may be assessed by the Golf Club, pursuant to separate documents established for the Golf Club.

ARTICLE 5 – EASEMENTS

- 5.1 Easements. The following easements are hereby reserved to and granted by Declarant over, across and through the Property.

- 5.1.1 Utilities. Easements for the installation and maintenance of utilities are reserved by the Declarant and may be granted by Declarant to the Association and to public and private utilities across the front, side and rear Lot line of each Lot, in the dimensions set forth below, or as otherwise shown on the recorded subdivision plats of the Property, for present and future utility services to Reunion, including, but not limited to, water lines, sanitary sewer lines, storm drainage culverts, sprinkler lines, natural gas lines, electrical wire, television wires, telephone cables, irrigation lines, security wires, street lights, communication lines, communication devices, and other services. The easement shall run along the entire length of each front, rear and side lot line as shown on each recorded plat.

Within these easement areas, no structure, planting or other material (other than sod), which may interfere with the installation and maintenance of utility facilities, shall be placed or permitted to remain unless such structure, planting or other material was installed by the Declarant or as approved by the A.R.C. The Declarant, the Association and their respective successors and assigns (or such other entity as is indicated on the plats of the Property) are hereby granted access to all easements within which such facilities are located for the purpose of operation, maintenance and replacement thereof.

In the event that Lots are recombined or reconfigured with the written approval of the Declarant, the easement reserved herein or granted pursuant hereto shall run along the newly established Lot line and the easements along the old Lot lines shall be abolished, unless some easement is expressly reserved.

- 5.1.2 Drainage. Easements for the installation and maintenance of drainage facilities are reserved by the Declarant and may be granted by the Declarant to the Association and Golf Club, as shown on the recorded subdivision plats of the Property, to run along the entire length of each front, rear and side Lot line of Lots as shown on the recorded plats. In addition, an easement for the impoundment of waters is reserved upon each lake-front Lot of a width necessary to accommodate an increase in the elevation of any lake waters one (1) foot above its spill-way elevation. Within these easement areas, no structure, planting or material (other than sod), which may interfere with the installation and maintenance of drainage channels, shall be placed or permitted to remain, unless such structure, planting or other materials were installed by the Declarant or as approved by the A.R.C. The Declarant, the Association and the Golf Club and their respective successors and assigns, shall have access to all such drainage easements for the purpose of operation and maintenance of the lakes, streams and Surface Water Management System.

In the event that Lots are recombined or reconfigured with the written approval of the Declarant then the easements reserved herein shall run along newly established Lot lines and the easements along the old Lot line shall be abolished, unless some easement is expressly reserved.

- 5.1.3 Maintenance and Operation The Common Property is hereby declared to be subject to a perpetual, non-exclusive easement in favor of the Association, employees and agents of the Association, and of any management entity contracted by the Association in order that such employees, agents or management entities may carry out their duties.
- 5.1.4 Development. Easements are hereby reserved through the Common Property, including, without limitation, the Streets and the easements shown on the plat(s) of the Property, for use by Lot Owners and by Developer, for their use and the use of their agents, employees, licensees and invitees, for all purposes in connection with the use, development and sales of the Property. Only the Declarant may dedicate any street, road, or driveway easements through the Property, including the Common Property.
- 5.1.5 Golf Course. A perpetual easement is hereby reserved upon all the Common Property and the Lots and is hereby granted to members of the Golf Club and their guests, and to the Golf Club Owner and its agents and employees to permit the doing of every act necessary and reasonably incident to the playing of golf on the golf course adjacent to the lots and other Property and the maintenance thereof, provided, however, this shall not include the intrusion of a golf cart upon any Lot. These acts shall include, but not be limited to, the recovery of, but not the play of, golf balls from Lots, the flight of golf balls over and upon Lots, the use of necessary and usual equipment upon the golf course, the creation of the usual and common noise level associated with the playing of the game of golf, together with all such other common and usual activities associated with the game of golf and with all other and normal and usual activities associated with the operation and maintenance of a golf club. "Out of Bound" stakes shall not be permitted (unless specified by the Golf Club) and the U.S.G.A. Rules of Golf, as modified by the Golf Club, shall control play.
- 5.1.6 Access. A non-exclusive easement is hereby reserved for ingress and egress over, across and through all Streets for access to and from the Golf Club Property to Declarant and all members and guests of the Golf Club, regardless of whether such members or guests are also Owners. This easement is subject to all reasonable rules and regulations promulgated by the Association from time to time.

The Common Properties as shown on the Development Plan or recorded plats, are not public areas and no rights in the general public are intended to be created hereby or by the recording of the Plats or the Development Plan. The Declarant and/or the Association reserve the right to control access to the Property by entry onto the Streets of the Property or otherwise.

The Golf Club Members shall have access to the Common Property as shown on the Development Plan or recorded plats.

Notwithstanding the foregoing, access to the Golf Club Property by Association Members shall be as permitted by the Golf Club Owner only. Minor children under the age of twelve (12) are strictly prohibited from playing on the Golf Club Property at any time except with, and under, the supervision of an adult parent or relative.

- 5.1.7. Relocation of Existing Easements and Creation of Additional Easements. The Declarant reserves the right, without consent or approval of the Association or the Owners being required, to grant such additional easements or to relocate existing easements on any portion of the Common Property, and on any portion of property owned by Declarant, as the Declarant shall deem necessary or desirable for the proper operation and maintenance of Reunion, any portion thereof, or any addition thereto, or for the general health and welfare of the Owners, provided such additional easements or relocation of existing easements will not prevent or unreasonably interfere with the use or enjoyment of the Lots, and provided further, that the Property and the Improvements constructed thereon will not be structurally weakened thereby.
- 5.1.8. Easement of Entry by Association and Declarant. Declarant reserves for itself and the Association, their successors, assigns and agents a special easement for the right to enter upon any Lot or Common Property, such entry to be made by personnel with tractors or other suitable devices, for the purposes of mowing, removing, cleaning, cutting or pruning underbrush, weeds or other unsightly growth, or for the purpose of building or repairing any land contour or other earth work, which in the opinion of the Declarant or the Association detracts from or is necessary to maintain the overall beauty, ecology, setting and safety of the property. Any such entrance shall be in compliance with the provisions of Section 10.1.9 hereof, and shall not be deemed a trespass. The Declarant or the Association and its agents may likewise enter upon any Lot or Common Property to remove any trash which has collected or to remove any unauthorized Improvement, vehicle or other object, without such entrance and removal being deemed a

trespass. The provisions in this paragraph shall not be construed as an obligation on the part of Declarant or the Association to undertake any of the foregoing.

- 5.1.9 Trail Easement. A nonexclusive trail easement twenty feet (20') in width is hereby granted to the Declarant and the Association for the use and enjoyment by the Owners, only under such rules as may be promulgated by the Association or Declarant from time to time. The trail easements will be a part of the final plat of each Phase and recorded. In the event the trail easements are located upon Lots and the Association allows use of the trail easement or makes Improvements to the trail easement, then the Association shall be responsible for the maintenance and management of such Improvements.
- 5.1.10 Modification of Easements. The Declarant reserves for itself and the Association the power and authority, without consent or approval of the Owners being required, to create, terminate, locate, relocate and control the use of any easements or right of way of whatever nature, which are not included in the Development Plan or dedicated as Streets on the recorded Plats of the Property. The Declarant further reserves for itself and the Association the power and authority, without consent or approval of the Owners being required, to levy and collect from any non-Owner the cost of construction or maintenance, or both, of any easement or right of way of whatever nature, that the non-Owner uses or claim a right to use.

ARTICLE 6 – ASSESSMENTS

- 6.1 Creation of Assessments. There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. There shall be four (4) types of assessments: (a) General Assessments to fund expenses of the Association for the general benefit of all lots; (b) Neighborhood Assessments for Neighborhood Expenses benefitting only lots within a particular Neighborhood or Neighborhoods; (c) Special Assessments as described in Section 6.6; and (d) Specific Assessments as described in Section 6.7. Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments and fees, together with interest, late charges, costs of collection, and reasonable attorneys' fees, shall be a charge and continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in Section 6.8. Each such assessment, together with interest, late charges, costs and reasonable attorneys' fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time

the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

The Association shall, upon written request, furnish to any Owner liable for any type of assessment a written statement signed by an Association Officer setting forth whether such assessment has been paid. Such statement shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such statement.

Assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price differentials. The Board may require advance payment of assessments at closing of the transfer of title to a lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two (2) or more installments. Unless the Board otherwise provides, the General Assessment and any Neighborhood Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Lot, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately. Any assessment or installment thereof shall be considered delinquent on the 15th day following the due date unless otherwise specified by Board resolution.

No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other entities for payment of Common Expenses.

- 6.2 Declarant's Obligation for Assessments. So long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to the Declaration by the Declarant, Properties or Lots owned by Declarant shall be exempt from any assessments of the Association.
- 6.3 Computation of General Assessment. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated expenses of the Association during the coming year, including a

capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 6.5.

General Assessments shall be levied equally against all Lots subject to assessment and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted expenses of the Association, including reserves. In determining the total funds to be generated through the levy of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years and any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year. The Golf Club Owner shall be assessed at such amount as shall be determined by the Board of Directors of the Association, in its sole discretion, but such assessment shall not exceed five percent (5%) of the total General Assessments. Payment of General Assessments shall commence upon the issuance of a building permit for any Lot or upon the expiration of the Mandatory Building Start Time as defined in the Design Guideline, whichever comes first; however, after the golf course located upon the Golf Club Property is open for play, General Assessments shall commence immediately upon the purchase of Lots for which a building permit is obtained or obtainable. As to the Golf Course Owner, General Assessments shall commence upon the official, full opening of said golf course for play.

So long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Declarant, the Declarant may, but shall not be obligated to, reduce the General Assessment for any fiscal year by payment of a subsidy and/or contributions of services and materials (in addition to any amounts paid by Declarant under Section 6.2), which may be treated as either a contribution or an advance against future assessments due from Declarant, or a loan, in the Declarant's discretion. Any such anticipated payment or contribution by the Declarant shall be conspicuously disclosed as a line item in the Common Expense budget. Payments by the Declarant in any year shall under no circumstances obligate the Declarant to continue such payments in future years and the treatment of such payment shall be made known to the membership, unless otherwise provided in a written agreement between the Association and the Declarant.

The Board shall send a copy of the budget and notice of the amount of the General Assessment for the following year to each Owner at least thirty (30) days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by Owners representing at least sixty-seven percent (67%) of the total votes in the Association and by the Declarant, so long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally

subjected to this Declaration by the Declarant. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the owners as provided for special meetings in the By-Laws. If a meeting is required, assessments pursuant to such proposed budget shall not become effective until after such meeting is held, provided such assessments shall be retroactive to the original effective date of the budget if the budget is not disapproved at such meeting.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. The Board shall send a copy of the revised budget to each Owner at least thirty (30) days prior to its becoming effective. The revised budget shall become effective unless disapproved in accordance with the above procedure.

- 6.4 Computation of Neighborhood Assessments. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration, any Supplemental Declaration, or the By-Laws specifically authorize the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Association and, upon approval of the Board of Directors of the Association, any additional costs shall be added to such budget. Such budget shall include a capital contribution establishing a reserve fund for repair and replacement of capital items maintained as a Neighborhood Expense, if any, within the Neighborhood. Neighborhood Expenses shall be allocated equally among all Lots within the Neighborhood(s) benefitted thereby and levied as a Neighborhood Assessment; provided however, if so specified in the Supplemental Declaration applicable to such Neighborhood or if so directed by petition signed by a Majority of the Owners within the Neighborhood, any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefitted Lots in proportion to the benefit received.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment for the coming year to be delivered to each owner of a Lot in the Neighborhood at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by Owners of sixty-seven percent (67%) of the Lots in the Neighborhood to which the Neighborhood Assessment applies and by the Declarant, so long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the

Declarant. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least fifty percent (50%) of the Lots in such Neighborhood. This right to disapprove shall only apply to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood. If a meeting is requested, assessments pursuant to such proposed budget shall not become effective until after such meeting is held, provided such assessments shall be retroactive to the original effective date of the budget if the budget is not disapproved at such meeting.

If the Owners within any Neighborhood disapprove any line item of a Neighborhood budget, the Association shall not be obligated to provide the services anticipated to be funded by such line item of the budget. If the Board fails for any reason to determine a Neighborhood budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

- 6.5 Reserve Budget and Capital Contribution. The Board shall annually prepare reserve budgets for both general and Neighborhood purposes which take into account the number and nature of replaceable assets within the Development, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual General Assessments or Neighborhood Assessments, as appropriate, over the budget period.
- 6.6 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for expenses of the Association or against the Lots within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Special Assessments shall be allocated equally among all Lots subject to such Special Assessment. Any Special Assessment shall become effective unless disapproved at a meeting by Owners representing at least sixty-seven percent (67%) of all Owners of Lots which will be subject to such Special Assessment and by the Declarant, so long as Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Declarant. There shall be no obligation to call a meeting for the purpose of considering any Special Assessment except on petition of twenty-five percent (25%) of the Owners, which petition must be presented to the Board within twenty (20) days after delivery of the notice of Special Assessment. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment

is approved. The Golf Club Owner shall be assessed at such amount as shall be determined by the Board of Directors of the Association, in its sole discretion, but shall not exceed five percent (5%) of the total Special Assessment.

6.7 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot or Lots as follows:

- (a) to cover the costs, including overhead and administrative costs, of providing benefits, items or services to the Lot(s) or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners and occupants (which might include, without limitation, landscape maintenance, janitorial service, pest control, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner; and
- (b) to cover costs incurred in bringing the Lot(s) into compliance with the terms of this Declaration, any applicable Supplemental Declaration, the By-Laws or rules, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees or guests; provided however, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment under this subsection (b).

The Association may also levy a Specific Assessment against the Lots within any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the By-Laws and rules; provided however, the Board shall give prior written notice to the Owners for Lots in the Neighborhood and an opportunity for such Owners to be heard before levying any such assessment.

6.8 Remedies for Non-Payment of Assessments. Any Assessments or other charges which are not paid when due shall be delinquent. Delinquent assessments shall bear interest from the due date at the rate established by the Board of Directors of the Association, or if not set by the Board, at the highest rate allowed by law, together with such late fee as may be set by the Board. The Association may file a lien of record against any Lot where there remains an assessment unpaid for a period of thirty (30) days or longer. Said lien shall be filed in the land records of Madison County in a manner provided therefor by the Mississippi Code of 1972, as Amended from time to time. Such lien shall be superior to all other liens, except the liens of all taxes, bonds, assessments and other levies which by law would be superior. Additionally,

the Association may, at its option, sue and obtain a personal judgment against an Owner who has not paid any assessments made hereunder for the sums due and owing the Association in a court of competent jurisdiction. Election by the Association of any one of the above remedies shall not preclude, or in any way limit, the Association's rights to utilize any other remedy available to the Association hereunder or in equity or at law. Costs and reasonable attorneys' fees for the prosecution of any such action shall be added to the amount due. In the event of such action at law and in the further event that such action results in a judgment being entered against the Owner and in favor of the Association, then, and in that event, the Association shall collect on such judgment in such manner and to the extent provided and permitted by the laws of the State of Mississippi. This Declaration shall constitute notice to all parties, including, but limited to, any holder of a Mortgage which encumbers a Lot, that any Association's lien shall have priority over any Mortgage creating a lien against a Lot after the date of this Declaration. Any foreclosure of a Mortgage shall be subject to any existing or thereafter filed liens filed by the Association. Additionally, in the event that a determination is made by a court of competent jurisdiction that any Association lien is made subordinate to the lien of any Mortgage, and that such Association lien is extinguished by the fact of a foreclosure of such Mortgage, the Association shall have the right to re-assess and re-levy a Special Assessment in the amount of original extinguished Association lien after such foreclosure of such Mortgage.

The Association's lien may be foreclosed in like manner as a Deed of Trust on real estate under power of sale under the Mississippi Code of 1972, as Amended. All fees, charges, late charges, fines and interest are enforceable as assessments.

In any foreclosure action brought under the power of sale provisions, the Association shall be deemed to be the holder and owner of the obligation secured by this Declaration. The registered agent of the Association, John Howard Shows, shall be the trustee for all purposes of the foreclosure proceeding, and the Association shall have the power to appoint a substitute trustee if for any reason the Association desires to replace the trustee, and the substitute trustee shall succeed to all rights, powers and duties thereof. The Association shall request of the trustee to sell the Lot subject to the lien at public auction for cash, after having first given such notice and advertising the time and place of such sale in such manner as may then be provided by law for mortgages and deeds of trust, and upon such sale and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey to the purchaser in as full and ample manner as authorized by the Mississippi Code of 1972, as Amended. The trustee shall be authorized to retain an attorney to represent such trustee in such proceedings. The proceeds of the sale shall, after the trustee retains its commission, together with any additional attorneys' fees incurred by the trustee, be applied to the costs of the

sale, including but not limited to, costs of collection, taxes, assessments, costs of recording, service fees, and incidental expenditures, the amount due on any note secured by the Lot, and any advancements made by the Association in the protection of the security.

The Association may bid for the Lot, at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 6.9, including such acquirer, its successors and assigns.

- 6.9 Date of Commencement of Assessments. The obligation to pay assessments shall accrue as to each Lot on the date that such Lot is conveyed to a Person other than a Builder or Declarant. With respect to any Lot owned by a Builder, assessments shall commence upon the earlier of (a) actual occupancy of such Lot, excluding any period that such Lot is being used exclusively as a model home; or (b) one (1) year from the date that such Builder or any entity or Person related to such Builder acquired title to such Lot. The first annual General Assessment and Neighborhood Assessment, if any, levied on each Lot shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Lot.
- 6.10 Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments and Neighborhood Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

- 6.11 Exempt Property. The following property shall be exempt from payment of General Assessments, Neighborhood Assessments and Special Assessments:
- (a) All Common Areas and such portions of the Property owned by the Declarant.
 - (b) Any property dedicated to, and accepted by, any governmental authority or public utility; and
 - (c) Property owned by any Neighborhood Association for the common use and enjoyment of its members, or owned by the members of a Neighborhood Association as tenants-in-common.
- 6.12 Capitalization of Association. Upon acquisition of record title to a Lot by the first Owner thereof other than the Declarant or a Builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth (1/6) of the annual General Assessment per Lot for that year. This amount shall be in addition to, not in lieu of, the annual General Assessment and shall not be considered an advance payment of such assessment. This amount shall be collected and disbursed to the Association at closing of the purchase and sale of the Lot for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the By-Laws.

ARTICLE 7 – MAINTENANCE OF PROPERTY

- 7.1 Owner Responsibilities: Lots. The Owner of any Lot shall be responsible for all maintenance and repair of such Lot, including, without limitation, the Improvements located thereon. If any Improvements are damaged by casualty, the Owner must immediately clear the site of casualty. If reconstructed, the reconstruction must be substantially in accordance with the original plans and specifications of the Improvements, or if not, then according to plans and specifications approved by the Architectural Review Committee.
- 7.2 Association Responsibilities. The Association shall be responsible for the maintenance of all Common Property, pursuant to Section 4.3 of this Declaration.
- 7.3 Maintenance of Golf Club Property. The Golf Club Owner shall be solely responsible for the maintenance and repair of the Golf Club Property.
- 7.4 Individual Assessment. Notwithstanding anything contained in this section to the contrary, the expense of any maintenance, repair or reconstruction of any portion of the Common Property, or any other property to be maintained by the Association, necessitated solely by the negligent or willful act of any

Owner or his invitees, licensees, family or guests shall be borne solely by such Owner, and his Lot shall be subject to Individual Assessment for such expense by the Association. No owner shall have the right to repair, alter, add to, replace, paint or in any other way maintain the Common Property, or any other property to be maintained by the Association or the Golf Club Property.

- 7.5 Architectural Review Committee. All repairs and replacements which are to be made by an Owner pursuant to the provisions set forth hereinabove, shall be subject to the approval of the Architectural Review Committee, as set forth in Article 9 of this Declaration.

ARTICLE 8 - INSURANCE

The Association is hereby authorized to purchase property and casualty insurance and title insurance on the Common Property as well as liability, indemnity fidelity insurance, in such amounts and with such companies as the Board of Directors shall deem appropriate.

ARTICLE 9 – ARCHITECTURAL AND LANDSCAPING CONTROLS

- 9.1 Architectural Review Committee. It is the intent of Declarant to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, the Architectural Review Committee (the "A.R.C.") shall have the right to approve or disapprove all architectural, landscaping and location of any proposed Improvements, as well as the general plan for development of all Lots within the Property. The A.R.C. may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning or other governmental codes. The procedures of the A.R.C. shall be as set forth below.
- 9.1.1 Creation, Succession and Quorum. The A.R.C. shall be a permanent committee of the Association and shall administer and perform the architectural landscape review and control functions of the Association. The initial A.R.C. shall consist of three (3) persons who shall initially be named by the Declarant and who shall hold office at the pleasure of the Declarant. For as long as the Declarant owns any property within Reunion, the Declarant shall have the right to change the number of members on the A.R.C. provided, however, that the A.R.C. shall at all times consist of at least three (3) members; to appoint all members of the A.R.C.; and to remove and replace all members appointed the A.R.C. The Declarant shall determine which member of the A.R.C. shall serve as its Chairman, or which member of the A.R.C. shall serve as Co-Chairman. In the event of the failure, refusal or inability to act of any of the members appointed by the

Declarant, and in the event that the Declarant fails to fill any such vacancy within thirty (30) days of such occurrence, the remaining members of the A.R.C. shall fill such vacancy by appointment. At such time as Declarant no longer owns any property within Reunion or at such earlier time as Declarant may decide, the Declarant shall assign to the Association the right, powers, duties and obligations of the A.R.C., whereupon the Board of Directors shall determine how many persons shall serve on the A.R.C., provided that the A.R.C. shall at all times consist of no less than three (3) members, shall appoint the members of the A.R.C., shall provide for the terms of the members of the A.R.C., and shall determine which member of the A.R.C. shall serve as its Chairman. There shall be no requirement that any of the members of the A.R.C. be a member of either the Association or an Owner within Reunion. Any three (3) members of the A.R.C. shall constitute a quorum to transact business at any meeting, and the action of the majority present shall constitute the action of the A.R.C.

- 9.1.2 Construction and Alteration of Improvements. No Improvements shall be constructed, erected, removed, or planted, nor shall any additions to or any change, replacement or alterations be made, unless and until the approval thereof shall be obtained in writing from the A.R.C.
- 9.1.3 Application for Approval. Each applicant shall submit a preliminary application to the A.R.C. with respect to any proposed Improvement or Improvements that may be contemplated. The preliminary application shall include such information as may be required by the application form promulgated by A.R.C. Prior to the commencement of any work on such Improvement, the plans and specifications therefore, including the identity of each contract and subcontractor which is intended to be engaged for the construction of same, shall be subject to a final review and approval by the A.R.C. At that time, the applicant shall submit to the A.R.C., such additional information as the A.R.C. may reasonably require, which may include, without limitation, two (2) sets of plans and specifications for the proposed Improvements so that the A.R.C. may be able to adequately make the determinations required of it pursuant to this Declaration, surface water drainage plan showing existing and design grade and/or contours relating to the predetermined ground floor finish elevation as established by Declarant, the landscaping design plan and irrigation system showing all proposed Improvements, including their site location, two (2) copies of a detailed tree survey, showing all existing trees of four (4) inches or more in diameter and vegetation stands, and a written application on such form and together with such fees, as may be provided or required by the A.R.C. The A.R.C. may also require, without limitation, submission of samples of building materials and colors proposed to be used, as well as requiring the location of the

proposed Improvements to be staked out on the ground.

- 9.1.4 Resubmittal. In the event the information submitted to the A.R.C. is, in the A.R.C.'s opinion, incomplete or insufficient in any manner, the A.R.C. may request and require the submission of additional or supplemental information.
- 9.1.5 Final Approval. No later than thirty (30) days after the receipt of all information required by the A.R.C. for final review (unless the applicant waives this time requirement), the A.R.C. shall respond to the applicant in writing. The A.R.C. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the A.R.C.'s sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the A.R.C. shall consider the suitability of the proposed Improvements, and the materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the A.R.C. fails to respond within said thirty (30) day period (or such additional time as may be allowed by the applicant, pursuant to a written waiver), the plans and specifications shall be deemed approved by the A.R.C.
- 9.1.6 Expiration of Approval. In the event commencement of construction of a proposed Improvement does not occur within one hundred twenty (120) days of approval by the A.R.C. (or the Board of Directors, in the event the decision of the A.R.C. is appealed to the Board of Directors), the approval of the A.R.C. and/or the Board of Directors will terminate and the Improvement will be treated as if originally disapproved.
- 9.1.7 Appeals. Upon approval by the A.R.C. of any plans and specifications submitted to the A.R.C., the A.R.C. shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval, in the event that A.R.C. disapproves any plans and specifications submitted to the A.R.C., the A.R.C. shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may request a formal meeting with the A.R.C. to review the plans and specifications disapproved, said meeting to take place no later than thirty (30) days after such meeting. In the event the A.R.C. fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed approved. Upon continued disapproval, the applicant may appeal the decision of the A.R.C. to the Board of Directors of the Association within thirty (30) days of the A.R.C.'s written review and disapproval. Review by the Board of Directors shall take place no later than thirty (30) days subsequent to the receipt by the Board of

Directors (unless applicant waives this time requirement in writing). If the Board of Directors fails to hold such a meeting within thirty (30) days after receipt of the request for such meeting, then the plans and specifications shall be deemed approved. The Board of Directors shall make a final decision no later than thirty (30) days after such meeting. In the event the Board of Directors fails to provide such written decision within said seventy-five (75) days of the A.R.C.'s decision, such plans and specification shall be deemed approved. The decision of the Board of Directors shall be final and binding upon the applicant, his heirs, legal representatives, successors and assigns; provided, however, that no Improvements shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in the Declaration, or which violates any zoning or building ordinances or regulations.

- 9.1.8 Modifications of Plans and Specifications. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to the plans and/or specifications approved by the A.R.C. shall be subject to the approval of the A.R.C. in the same manner as is required for approval of original plans and/or specifications.
- 9.1.9 Enforcement. There is specifically reserved unto the A.R.C., and to any agent or member of the A.R.C., the right of entry and inspection upon any portion of the Property for the purpose of determination by the A.R.C., whether there exists any construction of any Improvement which violates the terms of any approval by the A.R.C. or terms of this Declaration, or any amendments thereto, or of any other covenants, conditions and restrictions to which any deed or other instrument of conveyance makes reference. If any Improvements of any nature shall be constructed or altered without prior written approval of the A.R.C., the Owner shall upon demand of the Association, cause such Improvement to be removed, or restored in order to comply with the plans and specification originally approved by the A.R.C. The Owner shall be liable for the payment of all costs of such removal or restoration, including all cost and attorney's fees incurred by the Association. Such costs may also be the basis for an Individual Assessment. The A.R.C. is specifically empowered, upon receipt of Board of Director's approval to enforce the architectural and landscaping provisions of this Declaration, by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement or restore any tree or natural areas, the Association shall be entitled to the recovery of court costs, expenses and attorney's fees in connection therewith. All costs, expenses, attorney's fees of the A.R.C., including those incurred in connection with its enforcement or other powers, as provided herein,

shall be borne by the Association; provided, however, that nothing herein shall be deemed to negate the Association's right to an award of the Association's and the A.R.C.'s attorney's fees and costs if the Association is prevailing party in any administrative or judicial proceeding. In the event that an Owner fails to comply with the architectural and landscape provisions contained herein in the Declaration of Covenants and Restrictions for the Development, or other rules and regulations promulgated by the A.R.C., the A.R.C. may, in addition to all other remedies contained herein, record against the Owner's Lot a Certificate of Non-Compliance stating that the Improvements on the Lot fail to meet the requirements of the A.R.C.

9.1.10 Design Guidelines. The A.R.C. shall publish or modify from time to time, design and development standards (the "Design Guidelines") for the entire project. Including, but not limited to, the following:

- a. Roof and roof design.
- b. Fences, walls and similar structures.
- c. Exterior building materials and colors.
- d. Exterior landscaping.
- e. Signs and graphics, mail boxes, address numbers and exterior lighting.
- f. Building set backs, side yards and related height, bulk and design criteria.
- g. Driveways, sidewalks, pedestrian and bicycle ways, pathways and trails.
- h. Plumbing and wastewater fixtures and systems.
- i. Minimum square footages, which may vary among Phases.
- j. Garage placement and design.
- k. Design styles.

9.1.11 Declarant Exemption. Anything contained herein to the contrary notwithstanding, any Improvements of any nature made or to be made by the Declarant, including, without limitation, Improvements made or to be made to the Common Property, shall not be subject to the review of the A.R.C.

9.1.12 Fees and Consultants. The A.R.C. may adopt a schedule of reasonable fees for processing request for approval. Such fees, if any, shall be payable to the Association at the time that the plans and specifications and other documents are submitted to the A.R.C. The payment of such fees, as well as other expenses of the A.R.C. required to be paid, shall be deemed to be an Individual Assessment, enforceable against the Owner and the Lot as provided hereinabove. The A.R.C. expressly reserved the right and power, exercisable in its sole discretion, to procure the services of a consultant of its own

choosing or purposes of assisting the A.R.C., in its review of any plans or specifications, and the cost of such consulting services shall be the responsibility of the respective applicant or Owner of the Lot.

- 9.1.13. Exculpation and Indemnity. Neither the Declarant, the directors or officers of the Association, the members of the A.R.C. nor any person acting on behalf of any of them, shall be liable for any cost or damage incurred by any Owner or the Association or any other party whatsoever, due to any mistake in judgment, negligence or any action of the A.R.C. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any property within Reunion agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the Declarant, the directors or officers of the Association, or the members of the A.R.C. in connection with the approval or disapproval of plans and specifications. The Association shall indemnify, defend and hold the A.R.C. and each of its members harmless from all costs, fees and expenses (including attorneys' fees and the expenses of expert consultants) which the A.R.C. or its members may incur on account of any claim in connection with the approval or disapproval of plans and specifications. Neither the Declarant, the directors, officers or the Association, the members of the A.R.C., nor any person acting on behalf of them, shall be responsible for any defects in any plans or specification, nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE 10 RESTRICTIONS

- 10.1 Restrictions on use of Lots. The following restrictions shall apply to Lots as indicated. The Term "Lots" indicates applicability to all.
- 10.1.1 Lot Restrictions. One (1) Lot, as shown on the plat for the Lots, shall be minimum land area upon which a Single-Family Residence, as hereinafter defined, may be constructed.
- 10.1.2 Floor Area. Minimum square footage of each Single-Family Residence shall be outlined in the Design Guidelines.

The design of all floor areas are subject to A.R.C. approval. The calculation of square footage shall not include; garages, covered walks, open and/or screen porches, patios and pool areas. Square footage measurements shall be taken from outside exterior walls of Single-Family Residences. The A.R.C. may grant a variance as

regards first floor minimum footage for designs to fit the particular topography of any building site.

- 10.1.3 Garages. Each Single-Family Residence shall have sufficient enclosed garage space for any and all family-owned or leased vehicles, and each garage shall contain a least two (2) spaces for said vehicles. Garage doors shall be kept in closed position when garage is not being used. The A.R.C. shall be the sole judge of whether detached or attached garages shall be permitted in each case. The A.R.C. may waive the requirements of this Section where the topography of the particular building site make compliance therewith impracticable.
- 10.1.4 Clearing and Removal of Trees. In reviewing building plans, the A.R.C. shall take into account the natural vegetation, such as trees and shrubs, located on or near a Lot, and shall encourage the Owner to incorporate them in his landscaping plan. No lot may be cleared for any reason without prior written approval of the A.R.C. No trees of four (4) or more inches in diameter at two (2) feet above the natural grade shall be cut or removed without the prior written approval of the A.R.C. When such a tree is removed the Owner will replace it with a similar tree of equal value on another portion of the Lot, if so directed by the A.R.C.
- 10.1.5 Landscaping. The A.R.C. must approve all landscaping plans for all Property, including Lots.
- 10.1.6 Accessory Buildings. No accessory building of any kind will be permitted on any Lot without the prior written approval of the A.R.C.
- 10.1.7 Construction Phase. During construction of a Single-Family Residence or other Improvement, the Lot shall be kept in a neat and orderly condition so as not to cause an unsightly condition of the Lot. In the event the Owner or his agent or employee (including, without limitation, any contractor or subcontractor) shall fail to maintain the construction site as specified herein and such failure continues for at least seven (7) days following delivery of written notice thereof from the Association, the Association shall have the right, exercisable in its sole discretion, to remove any rubbish, refuse, unsightly debris and/or growths from the Lot. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the rate of eighteen percent (18%) shall be charged to the Owner as an Individual Assessment, and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforceable pursuant to the procedures set forth in Article 6 of this Declaration.

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- 10.1.8 Temporary Structures. No structure or object of a temporary character, such as, but not limited to, trailers, construction trailers, tents, shacks, sheds, and garages, barns, or other temporary or other outbuildings shall be erected, kept, or maintained on any Lot for any use whatsoever, either temporarily or permanently, except that a temporary construction office may be used on a Lot when approved in advance by the A.R.C. The architectural site plan shall indicate the location of such temporary structure and shall include drawings reflecting the appearance of same.
- 10.1.9 Maintenance of Lots. All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. All Lots and all areas between Lot line and pavements shall be maintained by the Owners in a manner required by the Association. In the event an Owner fails to maintain his Lot as aforesaid, the Association shall have the right, exercisable in its sole discretion, to mow, burn or clear any weeds, grass, underbrush or unsightly debris and/or growths from any Lot deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Reunion provided, however, that at least seven (7) days prior notice shall be given by the Association to the Owner of such Lot before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, in that event, the costs of such work, together with interest thereon at the rate of eighteen percent (18%) shall be charged to the Owners and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforceable pursuant to the procedures set forth in Article 6 of this Declaration. Such entry by the Association shall not be deemed a trespass. The Association may also, at the request of any Lot Owner, including the Declarant, and for an agreed charge to the Lot Owner, maintain any undeveloped Lots, so as to prevent such undeveloped Lots from becoming unsightly as defined hereinabove. The costs of such work, together with interest thereon at the rate of eighteen percent (18%) shall be charged to the owner and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in Article 6 of this Declaration.
- 10.1.10 Setbacks. All setbacks will be shown on the recorded Plats. However, the Declarant or the A.R.C. may impose additional requirements as each individual case may necessitate during the A.R.C.'s approval process.
- 10.1.11 Fences, Walls and Hedges. The composition, location and height of any fence, wall or hedge to be constructed on any Lots shall be approved in advance by the A.R.C. The A.R.C. shall require the

composition of any fence, wall or hedge to be consistent with the material used in the surrounding Single-Family Residences and other fences, if any. Chain link Fencing shall not be used except for the outer perimeter fencing around the Development, fencing around tennis courts, and the Club Maintenance area as determined by the Developer or the Association. Fencing design must accompany the final working drawings submitted to the A.R.C. for any proposed Single-Family Residence.

10.1.12 Swimming Pools. Any swimming pool or Jacuzzi to be constructed on any Lot shall be constructed in the ground and subject to the requirements of the A.R.C., which shall include, but not limited to, the following:

- a. Composition to be of material thoroughly tested and accepted by the industry for such construction.
- b. Swimming pools, pool decks, fencing, screen enclosures, patio and terrace slabs may not extend into the minimum yard setback areas, except by special permit from A.R.C.
- c. Landscape, pool, recreation and security lighting shall be designed as to not be an annoyance to the surrounding residents. Such lighting shall not be controlled by light sensitive switches. Time clock controls may be used but in no event shall such lighting (other than low level lighting) be permitted to be on after ten-thirty (10:30) p.m. Central Standard or Daylight Savings Time.
- d. If an Owner elects to purchase two (2) adjoining Lots and to use one (1) of those Lots for recreational purposes, the Lot used for recreational purposes must be adequately screened by landscaping and/or walls or fences on both the front and sides, as required by the A.R.C. It shall be the intent of the A.R.C. to screen any such recreational facilities from the public view.
- e. Pools may be heated only through methods approved by A.R.C.

10.1.13 Swales. Each Lot Owner shall refrain from altering or interfering with the functioning of all swale areas abutting his Lot.

10.1.14 Driveway. All driveways and parking area shall have hard impervious, dustless surfaces, such as, concrete, brick or uncrushed stone. Driveways may connect to Streets at only two (2) points for each Lot and such condition shall provide continuity of any drainage

swale or curb and shall blend into the Street pavement. No curbside parking areas may be created by extending any portion of Street pavement except as constructed by Declarant. The design and location of all driveways shall be approved in advance by the A.R.C.

10.1.15 Utilities. The central water and sewage system provided for service of the Property shall be used by all Owners. Each Owner shall connect his water line to the water distribution main serving his Lot and shall connect his sewer line to the sewage collection line serving his Lot and shall pay all availability charges, connection charges, periodic charges, and the like in connection therewith. Each Owner shall maintain and repair his water and sewer lines up to the point of delivery and collection. No individual water supply system shall be permitted. No water shall be obtained from any lake, stream or water body. No septic tank or drain field shall be allowed on any Lot.

10.1.16 Lot Filling. Not Lot may be cleared, graded, cut or filled for any reason until the A.R.C. has reviewed and approved the preliminary application for the Single-Family Residence. The site plan, along with the tree survey and other documents required by the A.R.C., must clearly delineate the extent of clearing, grading, cutting and filling.

10.1.17 Lots Bordering on Lakes. The Lot Owner shall be responsible for providing to the A.R.C. sedimentation control plans and devices to insure the development of all Improvements shall not cause filling or damage to the Lakes. No docks, piers, or suspended walkways of any kind shall be constructed in or out over any of the Lakes within Reunion, except as constructed by the by Declarant or as approved by the A.R.C.

10.2 Restrictions on Lots and the Property. The following restrictions shall apply to all Lots and the Property, as indicated.

10.2.1 Residential Use. Except as provided in Section 10.2.10, of this Declaration, all residences shall be used as single-family, private residential dwellings and for no other purpose. No business or commercial buildings may be erected on any lot and no business may be conducted on any part thereof, except as specifically reserved therein. No Single-Family Residence may be rented or leased for use as a dwelling by someone other than the Owner of the Single-Family Residence for an initial term of less than six (6) months. All owners, by purchase of a Lot in Reunion, acknowledge that the Golf Club and all other social and recreational structures and activities located on the Common Property and permitted under the rules and regulations of the Association and the Golf Club are allowed under the terms of this paragraph.

- 10.2.2 Clotheslines. No clotheslines or outside drying area shall be located on any Lot.

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- 10.2.3 Residence Graphics. The size and design of all signs, numbering for the Lot, mailboxes and other such materials shall be approved by the A.R.C. and shall display continuity and conformity throughout Reunion. Except in connection with development or sales of property throughout Reunion by Declarant, no signs, billboards, advertisements or notices of any kind, including without limitation, "For Sale" or "For Rent" signs, shall be displayed for public view on any lot on the Property, without the prior written approval of the A.R.C., or except as may be required by legal proceedings, it being understood that the A.R.C. will not grant permission for signs unless their erection is reasonably necessary to avert serious hardship to the Owner. If such permission is granted, the A.R.C. reserves the right to restrict size, color, content and location of such signs(s). No sign shall be nailed or attached to any tree. The A.R.C. shall have the right to adopt reasonable rules regarding signs to be used during construction of residence and other buildings, such as Owner identification, name of contractor or architect, etc.
- 10.2.4 Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground of rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and except as required during trash collections, all containers shall be kept within an enclosure which the A.R.C. shall require to be constructed on each Lot.
- 10.2.5 Antenna and Other Rooftop Accessories. No radio, television or other electronic antenna, aerial or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere on the Property or on the exterior of any residence (unless installed by the Declarant or the Association), without prior written approval of the A.R.C.
- 10.2.6 Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and use of the Property by Owners shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity on or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive disturbance which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise or disturbance to be made on or about his Lot.
- 10.2.7 Boats, Trailers and Motor Vehicles. Except as specifically allowed and approved in advance by the Association, no commercial vehicle,

boats, boat trailers, buses, house trailer, motor homes, trucks, camping trailers, vans, motorcycles, motor scooters, go-carts, motorbikes or other similar vehicles ("Nonpermitted Vehicles"), whether of a recreational nature or otherwise, with the exception only of four-wheel passenger automobiles and pickup trucks, shall be placed, parked or stored upon any Lot. The Association shall grant an Owner permission to bring on the property a Nonpermitted Vehicle owned by the Lot Owner. Upon showing written evidence of such approval at the entry, the Owner may bring such Nonpermitted Vehicle on the property and park it inside the approved garage. The Owner shall be permitted to have a boat outside for up to, but not more than, twenty-four (24) hours preparing it for storage.

Vehicles of repairman, delivery men, moving vans, temporary guests or vehicles owned or leased by a member of the Owner's family may be parked on a curb side on the driveways and private parking areas of a Lot for no longer than eight (8) hours in a twenty-four (24) period. In no event shall any vehicles be allowed to block traffic flow. Furthermore, guests of an Owner, visiting for an extended period of time, may park their vehicles in the driveway and private parking areas of a Lot for the duration of their stay. The Association shall have the right to authorize the towing of any vehicles which are in violation of these provisions, or the Traffic Regulations promulgated by the Association, and to collect the cost thereof from Owners, as an Individual Assessment.

10.2.8 Single-Family Occupancy. The residents of each Lot shall be limited to the members of one (1) family. For purposes of this section, "family" shall mean and refer to the group of persons, each of whom is related to each other member of the group through blood or marriage either as siblings or in direct line of ancestry or descent. This residency limitation shall not be construed to prohibit the temporary occupancy of a residence by nonfamily members for a period not exceeding thirty (30) consecutive days, provided that any such periods of occupancy of a Single-Family Residence by nonfamily member shall not exceed the periods of occupancy solely by family members during any measured period of sixty (60) consecutive days. An Improvement occupied by a single family as defined above is a "Single-Family Residence."

10.2.9 Locations of Improvements and Access. All Single-Family Residences shall be constructed wholly within the Property, and legal access to all Lots shall be exclusively by way of Streets and driveways within the Development Plan or as dedicated on the recorded plats of Property.

10.2.10 Home Occupation. Home occupations may be practiced on any Lot subject to the following limitations:

- (1) The home occupations shall be located and conducted inside dwellings units only;
- (2) The principals and any other person employed on the property in furtherance of the home occupation shall be resident of the dwelling unit in which it is located; provided however, that where the A.R.C. finds that hardship exists, one (1) nonresident of the property may be employed on the property in furtherance of the home occupation on a temporary basis for a period not to exceed twelve (12) months;
- (3) Not more than ten percent (10%) of the total floor areas in the dwelling unit shall be devoted to the home occupation;
- (4) The dwelling unit shall not be used as a primary or incidental storage facility for a business, industrial, commercial, or agricultural activity conducted elsewhere;
- (5) No articles, materials, goods, or equipment indicative of the home occupation shall be visible from any Street or stored outside the dwelling unit;
- (6) The home occupation shall not be advertised by the display of goods or signs on the Lot on which it is located;
- (7) The proposed use shall not generate noise, odor, fumes, or smoke, nor create a nuisance of any kind which would adversely affect the residential character of Reunion;
- (8) No traffic shall be generated by the home occupation in greater volume than would normally be expected in a residential neighborhood;
- (9) Teaching, including but not limited to tutoring and art, music and dance lessons, shall be permitted provided that is limited to one (1) pupil at any given time;
- (10) Barber shops, beauty shops, gift shops, gun sales, florist shops or other retail activities that are traditionally conducted in a commercial zoning district shall not be permitted under any circumstances;
- (11) The following home occupations, when deemed to non-traffic generating uses poses no threat to the health, safety and welfare of the residents of Reunion, shall be permitted subject to application by the

occupant and approval by the A.R.C.:

- (a) artist, sculptor, author, and song writer;
 - (b) designer, planner, architect, engineer, draftsman and graphic artist; and,
 - (c) accountant, lawyer, information processing, traveling salesperson, manufacturer's representative, insurance agent, real estate agent, and financial consultant; and
- (12) No business transaction shall occur on any Lots other than through telecommunication devices.
- 10.3 Additional Protective Covenants Declarant may include, in any contract, plat, or deed for any Lot additional protective covenants and restrictions not inconsistent with those contained herein.
- 10.4 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on the common areas. However, dogs, cats and other common household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes. No animals shall be allowed to run loose on the Common Areas at any time. All animals shall always be on a leash.
- 10.5 Rules and Regulations. No person shall use the Common Property, or any Lot, or any other Property, in any manner contrary to, or not in accordance with such rules and regulations as may be promulgated by the Association from time to time, as same may be hereafter amended.
- 10.6 Storage, Accessory Building, Utility Enclosures, and Waste Receptacle on the Property. The Property shall not be used for the outdoor storage of anything, including but not limited to construction materials, vehicles, waste and maintenance equipment and supplies. Waste receptacles will not be kept out-of-doors except as specifically approved by the Declarant or the A.R.C. Storage, maintenance and accessory buildings shall not be constructed or maintained on the property except in locations specifically approved by the Declarant and the A.R.C. Except as may be otherwise approved by the Declarant and A.R.C., all cable, electric, gas, telephone, sewer, sewer grinder pumps, sewage and water pump stations and other utilities shall be installed and maintained underground; except that telephone and electrical junction boxes and electrical transformers may be installed above ground in utility boxes as approved by the Declarant and the A.R.C.

**ARTICLE 11 – INDEMNIFICATION OF OFFICERS, DIRECTORS,
MEMBERS OF THE A.R.C. AND MEMBERS OF THE ASSOCIATION**

Every officer and director of the Association and each member of the A.R.C. shall be indemnified by the Association against all expense and liability, including attorneys' fees, incurred by, or imposed upon, him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being, or having been, an officer, director, or a member of the A.R.C. or the Association, whether or not he is an officer, director, or member of the A.R.C. or Association, is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer, director or member of the A.R.C. or Association seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or member of the A.R.C. or Association may be entitled.

ARTICLE 12 - LAKES

- 12.1 Waterfront Areas. To preserve the natural character of Reunion, there is hereby established construction and clearing restrictions on all properties which front on the Lakes and that portion of the Property comprising the Lake, swamp and flooded area (hereinafter collectively referred to as "Lake"). The Lake shall be preserved substantially in its present natural state except for moderate clearing for view and breeze as approved by the A.R.C. Notwithstanding the foregoing, the Declarant hereby reserves to itself, its successors in title and assigns, the right to exempt properties from said construction and clearing restrictions in those cases where the Declarant or the A.R.C. in its discretion, determines, in a manner neither arbitrary nor capricious, that such exemption will not materially lessen the natural appearances and scenic beauty of the Lake or determines that such exemption is necessary to protect the shoreline from erosion or from pollution. The following horizontal construction set-back restriction from the Lake is hereby established; (i) except for buildings constructed on zero lot line lots and patio cluster lots, no house sites, no building or other structure shall be constructed or maintained on any Property within fifty (50) feet of the Lake, except as indicated on the plat of Reunion, and no parking areas designated to accommodate more than two (2) automobiles shall be constructed or maintained on any Property within seventy-five (75) feet of the Lake with the exception of boat house construction approved by the Declarant or the A.R.C. (ii) In Common Area and Green Space, no building or other structures shall be constructed or maintained within twenty (20) feet of the Lake and no parking areas designated to accommodate more than two (2) automobiles shall be constructed or maintained within forty (40) feet of the Lake except for

boathouses and recreational facilities constructed by the Declarant and/or approved by the A.R.C. All boathouses and piers shall be constructed in accordance with the design and building criteria adopted by the A.R.C. and the location and extension of same into the Lake shall be approved by the A.R.C. prior to commencement of construction, provided however, all piers and docks shall be constructed within the extended boundaries of the side lot lines and in no event shall any structure extend into the Lake more than twenty-two (22) feet from the existing natural water line of the lot.

- 12.2 Shoreline Stabilization. Within two (2) years from the date an Owner receives a deed to a waterfront lot, said Owner shall establish the shoreline of said Lot according to the shoreline stabilization criteria adopted by the A.R.C. or such other plan as may be submitted by the Owner and approved by the A.R.C. In the event such Owner has not complied with the requirements of this section within said two (2) year period of time, the Association or the Declarant shall have the option, but not the obligation, to stabilize said shoreline in accordance with the shoreline stabilization criteria adopted by the A.R.C. and charge the cost of said work to the Owner as an assessment against said Lot. The Association and/or the Declarant, severally, their heirs, successors and assigns and agents shall have the right to enter upon such Lot for the purpose of performing said work. The Declarant or the Association, as the case may be, shall give the Owner the opportunity to stabilize the shoreline by giving such Owner notice that the work must be completed within a reasonable time or that such work shall be performed by the Association or the Declarant, as the case may be. Such notice shall specify the work to be done and the time by which such work must be completed.
- 12.3 Operation of the Lakes. The Declarant and/or the Board of Directors of the Association, or both, shall develop specific rules and regulations for the operation of the Lakes in Reunion.

ARTICLE 13 – GENERAL PROVISIONS

- 13.1 Assignment. Any or all or the rights, powers, and obligations, easements and estate reserved by or granted to the Declarant or the Association may be assigned by the Declarant or the Association as the case may be. Any such assignment or transfer shall be made by an appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained. Such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Declarant and/or Association. After such assignment, Declarant and/or the Association shall be relieved and release of all obligation with respect to such rights, powers, obligations, easements or estates.

- 13.2 Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the Madison County Chancery Clerk's office, subject however, to the following provisions:
- 13.2.1 By Owners. Except as provided herein below, an amendment initiated by any party other than Declarant must obtain the approval of at least seventy-five percent (75%) of the votes of Members; provided, however, that for as long as Declarant owns any Property in Reunion, all amendments must include the express written joinder and consent of the Declarant.
- 13.2.2 By Declarant. This Declaration may be amended by the Declarant at any time. The Declaration may be amended by Declarant, at any time, for the purpose of subjecting additional real property to the provisions hereof, for the purpose designating the basis of voting, membership and assessment of such additional real property, for the purposes of granting easement to Declarant or to Additional Property over the Common Property, and for the purpose of complying with the requirements of government authorities and lenders, without the joinder or consent of Owners, the Association, Institutional Mortgagees, or any other party.
- 13.2.3 Effect on Institutional Mortgagee. No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Lot, or to affect or impair the rights granted herein to Institutional Mortgagees, without the written consent thereto by the Institutional Mortgagee owning and holding the mortgage encumbering the Lot to which consent shall be executed with the formalities required for deeds and recorded with the amendment.
- 13.2.4 Duration of Amendments. Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as to the covenants and restrictions set forth herein.
- 13.3 Duration of Declaration. All of the covenants, restrictions, and other provisions of this Declaration shall run with and bind the Property for an initial term of twenty-five (25) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of the Members then existing, and by Institutional Mortgagees, has been recorded, agreeing to change or terminate these covenants and restrictions.

- 13.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute servitude upon the Property and each portion thereof, and shall inure to the benefit of Declarant, the Association and the Owners.
- 13.5 Enforcement
- 13.5.1 By Suit. Enforcement of the covenants, restrictions, conditions, reservations, rights powers, Assessments, liens and other provisions contained herein shall be by a proceeding at law or in equity against any persons or entities violation or attempting to violate same and/or against the Property subject thereto to enforce any lien created by this Declaration. In the event that Declarant and the Association fails to enforce the terms of this Declaration, then any Member may do so. The failure or refusal of Declarant, the Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter. The cost of any such litigation shall be borne by the Owner in violation, provided that such proceeding results in a finding that such Owner was in violation of the covenants and restrictions contained therein.
- 13.5.2 By Power of Sale. For and in consideration of the privileges and protections granted herein, and the mutual enjoyment and use of the Common Property, and for the express purpose of securing the payment of the Assessments, other sums and charges described in Section 6 above, the Association is given the power of sale to enforce its assessments against the Owners of Lots in Reunion, or as described in Paragraph 6.8 above.
- 13.6 Declarant's Rights. Any other provisions in this Declaration to the contrary notwithstanding, Declarant is irrevocably empowered to sell or lease Lots, improved or unimproved, on any terms to any purchaser or lessees, for so long as it owns any property in Reunion. Also, for as long as Declarant owns any Lots in Reunion, the Declarant shall have the right to transact any business necessary to consummate sales of property throughout Reunion including, but not limited to, the right to maintain offices(s) on the Property and/or Common Property in location(s) to be selected by Declarant, to have employees in such offices, to construct and maintain other structures or appurtenances which are necessary or desirable for the development and sale of property throughout Reunion, including without limitation, sales models and parking lots; to post and display a sign or signs on any Lots owned by the Declarant on the Common Property; and to use the Common Property and to show Lots. Sales office signs and all other structures and appurtenances pertaining to the sale or development of property within Reunion shall not be considered Common Property and shall remain the property of the Declarant.

- 13.7 Notice to Declarant Any notice or required permitted to be give by this Declaration to the Declarant shall be given in writing by personal delivery or by certified mail addressed:

Reunion, Inc.
600 Crescent Drive, Suite B
Ridgeland, Mississippi 39157

As additional Property is subjected to this Declaration by amendment to the Declaration, the address of the governing Association shall be set forth in such amendment. Any notice given in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by registered or certified mail, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. Each party may give notice to each of the other parties of a change of its address for the purposes of giving notice under this subsection, which thereafter until changed by like notice, shall be the address of such party for all purposes of this Declaration.

- 13.8 Plats. In addition to this Declaration and any subsequent declarations and amendments, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions as set forth in the plats of portions of the Property, which are recorded or to be recorded in the Chancery Clerk's office of Madison County. Also, each Owner must abide by all applicable laws, regulations and ordinances of the federal government, the County of Madison and the State of Mississippi.
- 13.9 Gender and Number. The use of the singular herein include the plural, and the use of any gender shall include all genders.
- 13.10 Severability. Invalidation of any of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.
- 13.11 Captions. The captions used in this Declaration and the exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.
- 13.12 Repurchase Option. The Declarant shall have the right and option, but not the obligation, to repurchase any Lot in Reunion where no residence (house) has been constructed on such Lot within twenty-four (24) months of the date of purchase of the Lot. The repurchase price shall be the price which the Lot Owner paid for the Lot at the original closing of the purchase and sale of the Lot from the Declarant.

- 13.13 Effective Date. This Declaration shall become effective upon its recordation in the Chancery Clerk's office of Madison County. BankPlus, a Mississippi banking corporation, joins herein for the purpose of subordinating its lien, including but not limited to the lien evidenced by that certain Construction Mortgage Deed of Trust, Security Agreement and Fixture Filing of record in Book 1518 at Page 515, in the office of the Chancery Clerk for Madison County, Mississippi, to all the terms, covenants and provisions of this Declaration.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 24th day of ~~February~~, 2003.

~~March~~
February
Scharla Bivings

DECLARANT:

Reunion, Inc.

By: *William C. Randle, Jr.*

William C. Randle, Jr.

Its: Vice President

MORTGAGE HOLDER:

BankPlus, a Mississippi Banking Corporation

By: *J. Fountain Barksdale*

J. Fountain Barksdale

Its: Senior Vice President

STATE OF MISSISSIPPI

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25th day of February, 2003, within my jurisdiction, the within named William C. Randle, Jr., who acknowledged that he is Vice President of Reunion, Inc. and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

Scharla Bivings
NOTARY PUBLIC

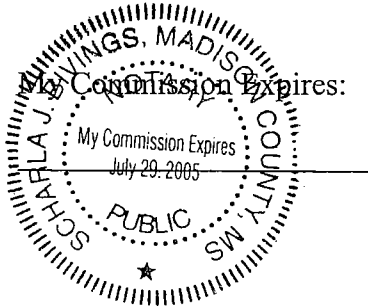


STATE OF MISSISSIPPI

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of February, 2003, within my jurisdiction, the within named J. Fountain Barksdale, who acknowledged that he is Senior Vice President of BankPlus, a Mississippi banking corporation, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

Scharla J. Bivins
NOTARY PUBLIC



BOOK 1523 PAGE 163

BOOK 1518 PAGE 563

EXHIBIT A

B1748P 048

Property Description

BELMONT BLOCK "I" AT REUNION**B1748P 050****Description:**

A parcel of land being located in the South 1/2 of the SE 1/4 of Section 22, and in the NE 1/4 of the NW 1/4, and in the North 1/2 of the NE 1/4 of Section 27, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Commence at a found concrete marker at the Northwest corner of Section 27, Township 8 North, Range 1 East, Madison County, Mississippi; thence run South for 235.35 feet; thence run East for 2198.24 feet to the South Right-of-Way line of Reunion Boulevard for the Point of Beginning. From said Point of Beginning run along said Right-of-Way through the following calls: run around a curve to the right having an arc length of 183.27 feet, a radius of 400.00 feet, a chord bearing of S73°54'33"E, and a chord distance of 181.67 feet; thence continue around a reverse curve to the left having an arc length of 418.70 feet, a radius of 791.48 feet, a chord bearing of S75°56'19"E, and a chord distance of 413.84 feet; thence run N88°54'22"E for 274.63 feet; thence continue around a horizontal curve to the left having an arc length of 178.63 feet, a radius of 1,720.00 feet, a chord bearing of N85°55'50"E, and a chord distance of 178.55 feet; thence run N82°57'19"E for 70.89 feet; thence run around a horizontal curve to the left having an arc length of 388.06 feet, a radius of 571.06 feet, a chord bearing of N63°29'16"E, and a chord distance of 380.64 feet; thence run N44°01'13"E for 116.77 feet; thence run around a horizontal curve to the right having an arc length of 430.14 feet, a radius of 801.14 feet, a chord bearing of N59°24'06"E, and a chord distance of 425.00 feet; thence run N74°46'59"E for 31.78 feet; thence run around a horizontal curve to the right having an arc length of 77.15 feet, a radius of 370.00 feet, a chord bearing of N80°45'23"E, and a chord distance of 77.01 feet; thence run around a compound curve to the right having an arc length of 50.09 feet, a radius of 36.50 feet, a chord bearing of S53°57'25"E, and a chord distance of 46.25 feet to the West Right-of-Way of Lake Village Drive; thence continue along said Right-of-Way around a reverse curve to the left having an arc length of 77.52 feet, a radius of 125.50 feet, a chord bearing of S32°20'17"E, and a chord distance of 76.29 feet; thence continue around a reverse curve to the right having an arc length of 39.21 feet, a radius of 36.50 feet, a chord bearing of S19°15'21"E, and a chord distance of 37.35 feet; thence continue around a reverse curve to the left having an arc length of 80.49 feet, a radius of 986.72 feet, a chord bearing of S09°11'05"W, and a chord distance of 80.47 feet; thence run S06°50'55"W for 32.09 feet to the South Right-of-Way of Devlin Lane Ext.; thence run along said Right-of-Way around a non-tangent horizontal curve to the left having an arc length of 31.46 feet, a radius of 20.00 feet, a chord bearing of N38°13'17"W, and a chord distance of 28.32 feet; thence continue along said Right-of-Way around a compound curve to the left having an arc length of 378.50 feet, a radius of 437.50 feet, a chord bearing of S71°55'27"W, and a chord distance of 366.80

feet; thence run S50°21'29"W for 92.55 feet to the West Right-of-Way of Vick Drive; thence continue along said Right-of-Way the following calls: run around a non-tangent horizontal curve to the right having an arc length of 37.61 feet, a radius of 20.00 feet, a chord bearing of S75°12'27"E, and a chord distance of 32.31 feet; thence run around a compound curve to the right having an arc length of 27.37 feet, a radius of 420.29 feet, a chord bearing of S19°28'29"E, and a chord distance of 27.36 feet; thence run S17°36'34"E for 181.84 feet; thence run around a horizontal curve to the right having an arc length of 30.53 feet, a radius of 20.00 feet, a chord bearing of S26°07'27"W, and a chord distance of 27.65 feet to the North Right-of-Way of Laird Avenue; thence continue along said Right-of-Way the following calls: run S69°51'27"W for 828.74 feet; thence continue around a horizontal curve to the right having an arc length of 31.42 feet, a radius of 20.00 feet, a chord bearing of N65°08'33"W, and a chord distance of 28.28 feet to the East Right-of-Way of Mont Helena Drive; thence run along said Right-of-Way N20°08'33"W for 37.53 feet; thence continue along said Right-of-Way around a horizontal curve to the right having an arc length of 23.77 feet, a radius of 925.00 feet, a chord bearing of N19°24'23"W, and a chord distance of 23.76 feet; thence run S86°27'08"W for 263.56 feet; thence run N80°39'44"W for 350.99 feet; thence run N86°31'03"W for 89.40 feet to the East Right-of-Way of Country Club Drive; thence continue along said Right-of-Way around a non-tangent horizontal curve to the left having an arc length of 120.71 feet, a radius of 220.00 feet, a chord bearing of N16°23'32"W, and a chord distance of 119.20 feet; thence continue along said Right-of-Way N32°06'40"W for 12.06 feet; thence run S86°18'40"W for 108.63 feet to the West Right-of-Way of Country Club Drive; thence continue along said Right-of-Way the following calls: run N29°01'52"W for 20.72 feet; thence run around a horizontal curve to the right having an arc length of 134.16 feet, a radius of 220.00 feet, a chord bearing of N11°33'40"W, and a chord distance of 132.09 feet; thence run N05°54'32"E for 137.76 feet; thence continue around a horizontal curve to the left having an arc length of 32.44 feet, a radius of 20.00 feet, a chord bearing of N40°33'47"W, and a chord distance of 29.00 feet back to the Point of Beginning. Said parcel containing 15.6 acres, more or less.

Also described as lots I-1 thru I-26, I-45 thru I-53, and I-67 thru I-71 of Belmont - Block "I" at REUNION as platted in Plat Cabinet D Slide 122 in the office of the Chancery Clerk of Madison County, MS.

GREENBRIER BLOCK "I" AT REUNION**Description:**

A parcel of land being located in the South 1/2 of the SE 1/4 of Section 22, and in the NE 1/4 of the NW 1/4, and in the North 1/2 of the NE 1/4 of Section 27, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Commence at a found concrete marker at the Northwest corner of Section 27, Township 8 North, Range 1 East, Madison County, Mississippi; thence run South for 718.52 feet; thence run East for 2877.93 feet for the Point of Beginning. From said Point of Beginning run N86°27'08"E for 209.01 feet to the East Right-of-Way of Mont Helena Drive; thence continue along said Right-of-Way the following calls: run around a non-tangent horizontal curve to the left having an arc length of 23.77 feet, a radius of 925.00 feet, a chord bearing of S19°24'23"E, and a chord distance of 23.76 feet; thence run S20°08'33"E for 37.53 feet; thence run around a horizontal curve to the left having an arc length of 31.42 feet, a radius of 20.00 feet, a chord bearing of S65°08'33"E, and a chord distance of 28.28 feet to the North Right-of-Way of Laird Avenue; thence continue along said Right-of-Way the following calls: run N69°51'27"E for 828.74 feet; thence run around a horizontal curve to the left having an arc length of 30.53 feet, a radius of 20.00 feet, a chord bearing of N26°07'27"E, and a chord distance of 27.65 feet to the West Right-of-Way of Vick Drive; thence continue along said Right-of-Way the following calls: run N17°36'34"W for 181.84 feet; thence run around a horizontal curve to the left having an arc length of 27.37 feet, a radius of 420.29 feet, a chord bearing of N19°28'29"W, and a chord distance of 27.36 feet; thence continue around a compound curve to the left having an arc length of 37.61 feet, a radius of 20.00 feet, a chord bearing of N75°12'27"W, and a chord distance of 32.31 feet to the South Right-of-Way of Devlin Lane Ext.; thence run N50°21'29"E for 92.55 feet; thence run along Devlin Lane Ext. Right-of-Way the following calls: run around a non-tangent horizontal curve to the right having an arc length of 378.50 feet, a radius of 437.50 feet, a chord bearing of N71°55'27"E, and a chord distance of 366.80 feet; thence continue around a compound curve to the right having an arc length of 31.46 feet, a radius of 20.00 feet, a chord bearing of S38°13'17"E, and a chord distance of 28.32 feet to the West Right-of-Way of Lake Village Drive; thence run along said Right-of-Way S06°50'55"W for 102.60 feet; thence continue along said Right-of-Way around a horizontal curve to the left having an arc length of 355.79 feet, a radius of 530.00 feet, a chord bearing of S12°22'59"E, and a chord distance of 349.15 feet; thence run S69°51'27"W for 640.18 feet; thence run S14°08'50"E for 130.49 feet; thence run S05°17'55"W for 142.75 feet; thence run S27°02'43"W for 162.21 feet; thence run S49°18'22"W for 151.42 feet; thence run S71°42'52"W for 162.68 feet; thence run N85°59'16"W for 151.02 feet; thence run N64°30'08"W for 150.78 feet; thence run N42°05'06"W for 163.79 feet; thence run N23°11'19"W

B1748P 053

for 123.25 feet; thence run N70°09'34"E for 30.00 feet; thence run N20°08'33"W for 313.35 feet back to the Point of Beginning.
Said parcel containing 15.9 acres, more or less.

Also described in lots I-27 thru I-44, I-54 thru I-58, and I-60 thru I-66 of Greenbrier - Block "I" at REUNION as platted in Plat Cabinet D Slide 122 in the office of the Chancery Clerk of Madison County, MS.

BOOK 1523 PAGE 169

BOOK 1518 PAGE 564

EXHIBIT B

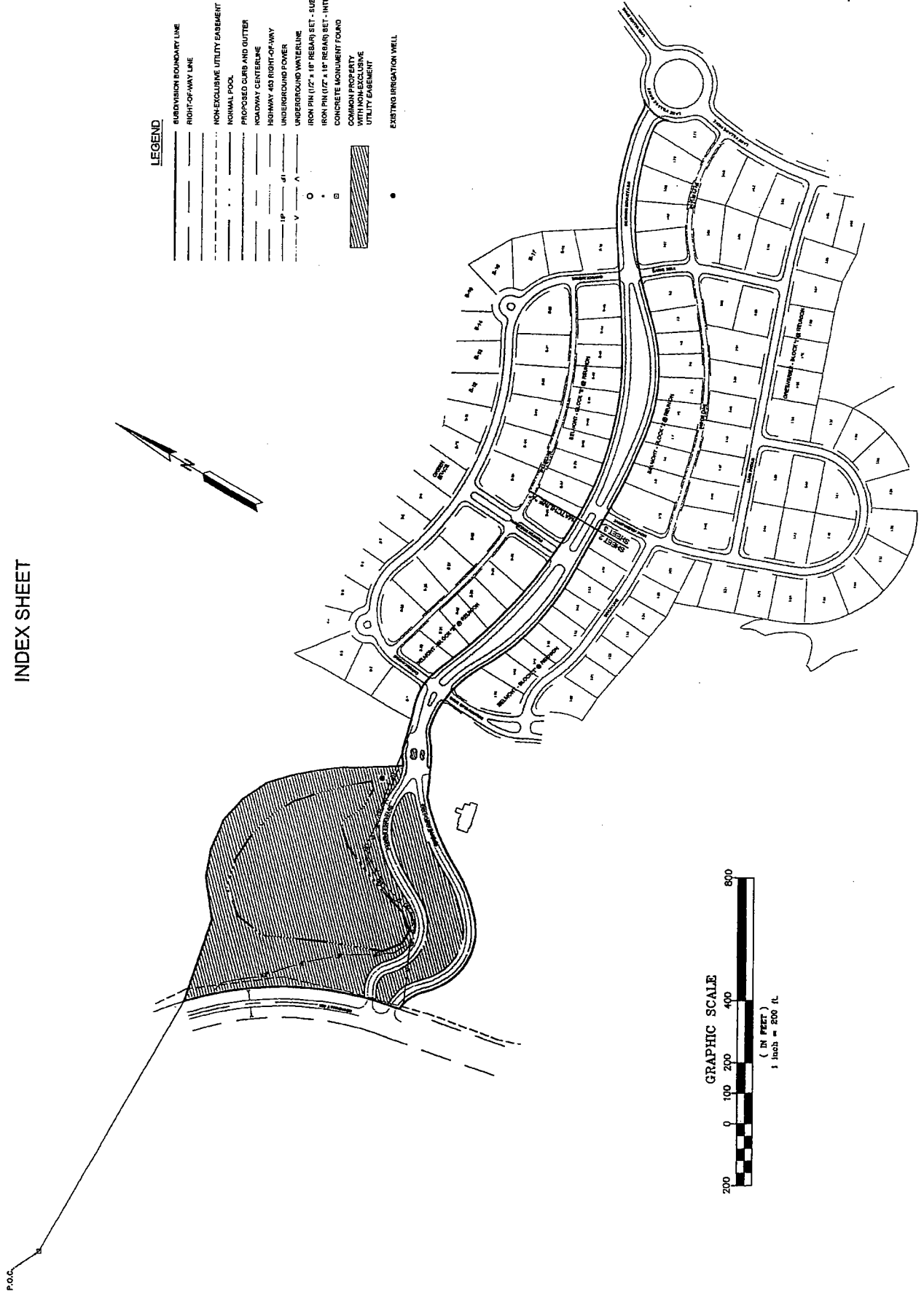
B1748P 054

Development Plan

PLAT OF:
REUNION BOULEVARD
MADISON COUNTY, MISSISSIPPI
INDEX SHEET

LEGEND

—	SUBDIVISION BOUNDARY LINE
—	RIGHT-OF-WAY LINE
—	NON-EXCLUSIVE UTILITY EASEMENT
—	NORMAL POOL
—	PROPOSED CURB AND GUTTER
—	ROADWAY CENTERLINE
—	ROADWAY 400 RIGHT-OF-WAY
—	UNDERGROUND POWER
—	UNDERGROUND WATERLINE
○	IRON PIN (1/2" x 18" REBAR) SET - SUBDIVISION CORNER
●	IRON PIN (1/2" x 18" REBAR) SET - INTERIOR LOT CORNER
■	CONCRETE MONUMENT FOUND
■	COMMON PROPERTY WITH NON-EXCLUSIVE UTILITY EASEMENT
●	EXISTING IRRIGATION WELL



PLAT OF: **REUNION BOULEVARD** MADISON COUNTY, MISSISSIPPI

NOTES:
1. ALL BEARINGS GIVEN ON THIS PLAT ARE BASED ON A SOLAR OBSERVATION.
2. NO RECORD SEARCH FOR EASEMENTS WAS CONDUCTED.
3. TYPICAL 10' NON-EXCLUSIVE UTILITY EASEMENT ADJACENT ROAD RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
4. CLASS "B" SURVEY.

REFERENCE MATERIAL:
MISSISSIPPI DEPARTMENT OF REVENUE
ADJUTANT GENERAL'S OFFICE
Bk 480, PG 293
Bk 481, PG 336
Bk 482, PG 336
Bk 483, PG 345
Bk 484, PG 345
Bk 485, PG 345
Bk 486, PG 345
Bk 487, PG 345
Bk 488, PG 345
Bk 489, PG 345
Bk 490, PG 345
Bk 491, PG 345
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Bk 494, PG 345
Bk 495, PG 345
Bk 496, PG 345
Bk 497, PG 345
Bk 498, PG 345
Bk 499, PG 345
Bk 500, PG 345

DATE OF FIELD SURVEY:
02/14/2007

FLOOD NOTE:
THIS PARCEL IS SITUATED IN FLOOD ZONE "C".
FLOOD INSURANCE WAS MADE TO FLOOD INSURANCE RATE
MAP, COMMUNITY PANEL NO. 22252 (1/1/87), DATED JAN.
2, 1980.

OWNER'S NOTE:
OWNERSHIP OF COMMON PROPERTY WILL BE RETAINED BY
REUNION PROPERTY OWNERS ASSOCIATION, INC.

PLATING CERTIFICATION BY CHANCERY CLERK:

I, James Lee Mook, Clerk of Madison County, Mississippi, do hereby certify that this instrument was filed for record in my office on this 14th day of February, 2007, in full book 1518, page 567, and that the same is a true and correct copy of the original as shown to me by the undersigned.

CHANCERY CLERK:
James Lee Mook

ACKNOWLEDGMENT:
The undersigned owner of the property shown herein do hereby acknowledge that we have read the foregoing plat and the same is a true and correct copy of the original as shown to me by the undersigned.

This day 14th of February, 2007.
Signed William O. Bennis, Jr., Vice President
My commission expires 02/14/2007

ACKNOWLEDGMENT:
The undersigned owner of the property shown herein do hereby acknowledge that we have read the foregoing plat and the same is a true and correct copy of the original as shown to me by the undersigned.

This day 14th of February, 2007.
Signed William O. Bennis, Jr., Vice President
My commission expires 02/14/2007

ACKNOWLEDGMENT:
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This day 14th of February, 2007.
Signed William O. Bennis, Jr., Vice President
My commission expires 02/14/2007

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Signed William O. Bennis, Jr., Vice President
My commission expires 02/14/2007

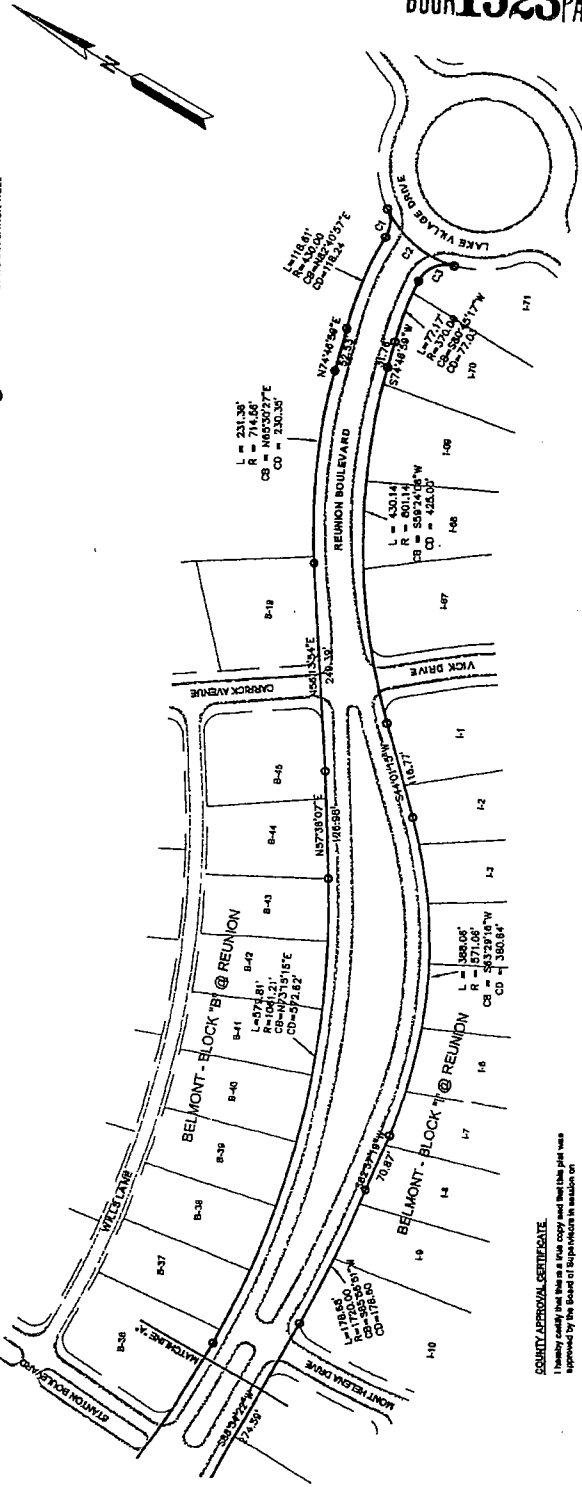
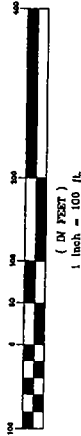
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This day 14th of February, 2007.
Signed William O. Bennis, Jr., Vice President
My commission expires 02/14/2007

LEGEND

-----	SUBDIVISION BOUNDARY LINE
-----	RIGHT-OF-WAY LINE
-----	LOT LINE
-----	NON-EXCLUSIVE UTILITY EASEMENT
-----	NORMAL POOL
-----	PROPOSED CURB AND GUTTER
-----	ROADWAY CENTERLINE
-----	ROADWAY 48' RIGHT-OF-WAY
-----	UNDERGROUND POWER
-----	UNDERGROUND WATERLINE
-----	IRON PIN (1/2" x 18" REBAR) SET - SUBDIVISION CORNER
-----	IRON PIN (1/2" x 18" REBAR) SET - INTERIOR LOT CORNER
-----	CONCRETE MONUMENT FOUND
-----	COMMON PROPERTY WITH NON-EXCLUSIVE UTILITY EASEMENT
-----	EXISTING BRIGATION WELL

GRAPHIC SCALE



COUNTY ENGINEER'S RECOMMENDATION:
I have examined this plat and find that it conforms to all conditions set forth in the preliminary plat as approved by the Board of Supervisors and that recommended final approval.

James Lee Mook

ENGINEER'S CERTIFICATE

I, James Lee Mook, Engineer, do hereby certify that this plat is true and correct, and is in accordance with the laws of the State of Mississippi. I am a duly Licensed Professional Engineer in the State of Mississippi, License No. PE-10214. I have examined this plat and find that it conforms to all conditions set forth in the preliminary plat as approved by the Board of Supervisors and that recommended final approval.

James Lee Mook

CERTIFICATE OF COMPLETION

This is to certify that James Lee Mook, Chancery Clerk, in and for the said County and State, and James Lee Mook, a Licensed Professional Engineer, and James Lee Mook, a Licensed Professional Engineer, have compared this plat with the original map of the same, and find that the same is a true and correct copy of the original as shown to me by the undersigned.

James Lee Mook

JAMES LEE MOOK, P.E.

JAMES LEE MOOK, P.E.

James Lee Mook

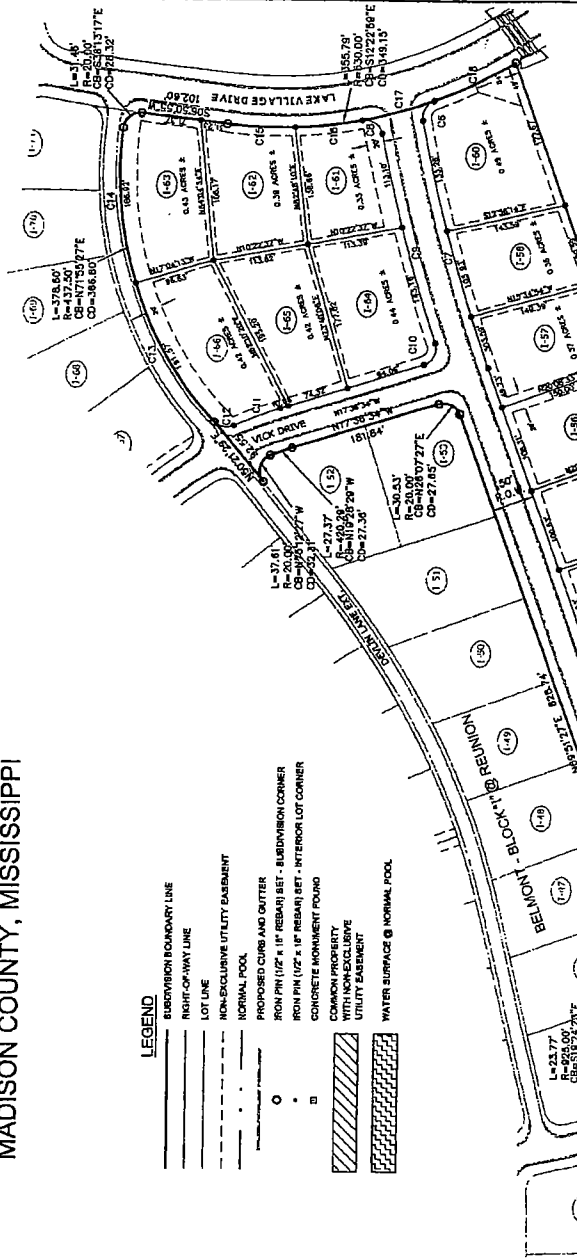
James Lee Mook

James Lee Mook

GREENBRIER - BLOCK "I" @ REUNION

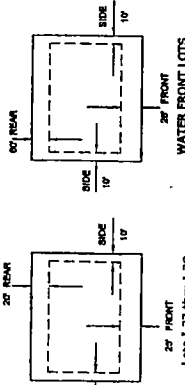
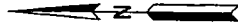
MADISON COUNTY, MISSISSIPPI

PLAT OF:



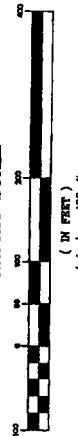
LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- NON-EXCLUSIVE UTILITY EASEMENT
- NORMAL POOL
- PROPOSED CURB AND GUTTER
- IRON PIN (1/2" x 18" REBAR) SET - SUBDIVISION CORNER
- IRON PIN (1/2" x 18" REBAR) SET - INTERIOR LOT CORNER
- CONCRETE MONUMENT FOUND
- COMMON PROPERTY WITH NON-EXCLUSIVE UTILITY EASEMENT
- WATER SURFACE @ NORMAL POOL



TYPICAL BUILDING SETBACKS

GRAPHIC SCALE



1. ALL DIMENSIONS SHOWN ON THIS PLAT ARE BASED ON A SOLID OBSERVATION.
2. NO RECORD SURVEY FOR BENCHMARKS WAS CONDUCTED.
3. TYPICAL NON-EXCLUSIVE UTILITY EASEMENT ADJACENT ROAD RIGHT-OF-WAY LATER CHANGES NOTED.
4. TYPICAL NON-EXCLUSIVE INTERIOR LOT LINE EASEMENT AND UTILITY EASEMENT (IF EITHER SIDE OF LOT LINE) LATER CHANGES NOTED.
5. UNLESS OTHERWISE NOTED.
6. CLASS "B" BENCHMARK.

CONVEYANCE OF COMMON PROPERTY WILL BE RETURNED BY REUNION PROPERTY OWNERS ASSOCIATION, INC.

NOTES:

1. A portion of the land being located in the Block 12 of the 66, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

REFERENCE MATERIAL:
RECORD OLD FIELD NOTES
RECORD OLD FIELD PLANS
BK 461, PG 200
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REUNION

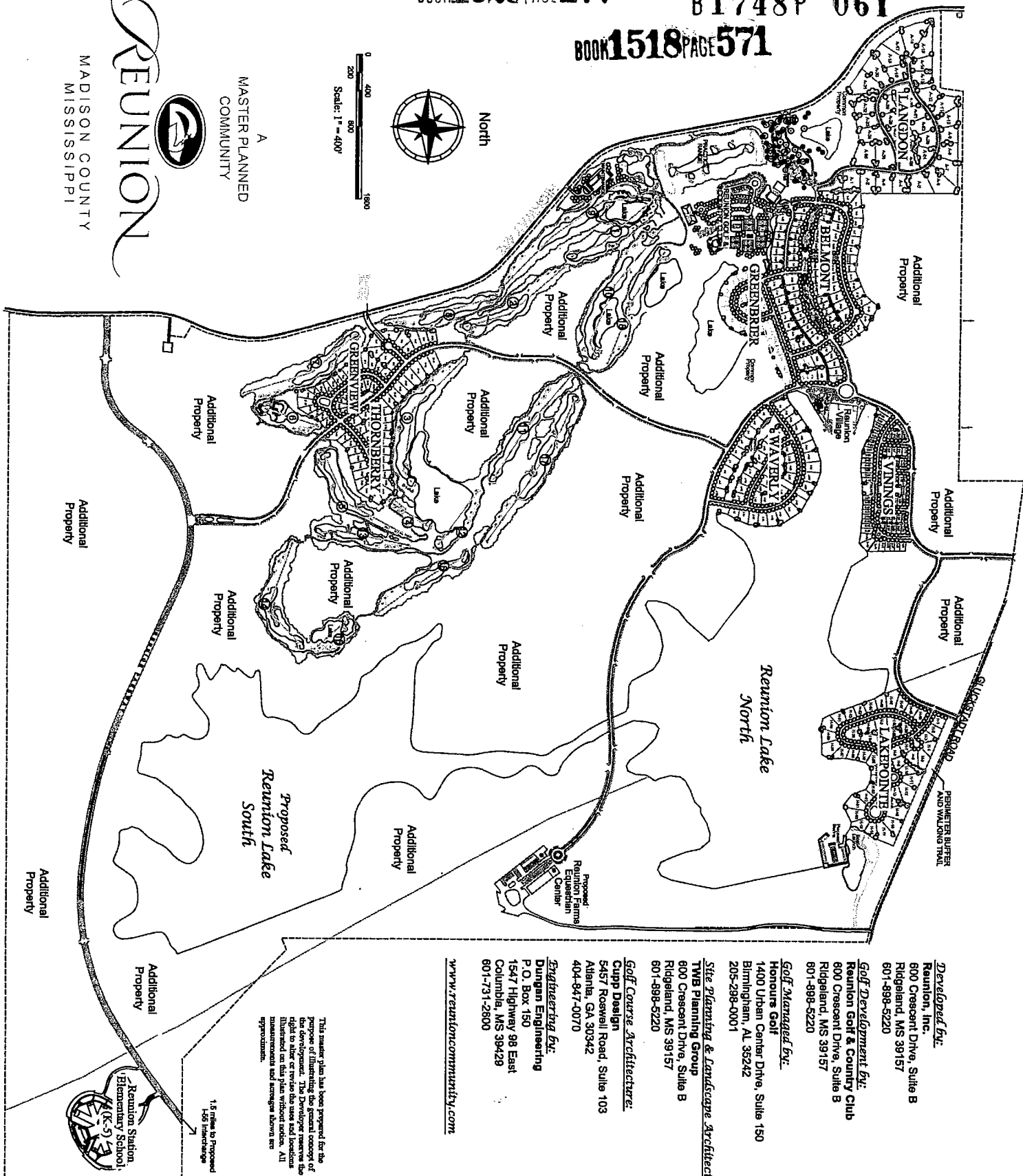
MADISON COUNTY
MISSISSIPPI

MASTER PLANNED
COMMUNITY

0 200 400 600 800 1000
Scale: 1" = 400'



North

**Developed by:**

Reunion, Inc.
600 Crescent Drive, Suite B
Ridgeland, MS 39157
601-898-5220

Golf Development by:

Reunion Golf & Country Club
600 Crescent Drive, Suite B
Ridgeland, MS 39157
601-898-5220

Golf Managed by:

Honours Golf
1400 Urban Center Drive, Suite 150
Birmingham, AL 35242
205-298-0001

Site Planning & Landscape Architecture:

TWB Planning Group
600 Crescent Drive, Suite B
Ridgeland, MS 39157
601-898-5220

Golf Course Architecture:

Cupp Design
5457 Roswell Road, Suite 103
Atlanta, GA 30342
404-847-0070

Engineering by:

Dungan Engineering
P.O. Box 150
1547 Highway 98 East
Columbia, MS 39429
601-731-2600

www.reunioncommunity.com

This master plan has been prepared for the purpose of illustrating the general concept of the development. The Developer reserves the right to alter or revise the uses and locations illustrated on this plan without notice. All measurements and acreages shown are approximations.

1.5 miles to Proposed I-55 Interchange



MADISON COUNTY MS This instrument was
filed for record 2003, April 3, at 9:00AM

Book 1523 Page 115
MIKE CROOK, CHANCERY CLERK

BY: L. Jones D.C.

EXHIBIT "B"

MADISON COUNTY MS This instrument was
filed for record 2003, March 24, at 1:00 P.M.

Book 1518 Page 515
MIKE CROOK, CHANCERY CLERK

BY: Sm D.C.

**By Laws of
Reunion Property Owner's Association, Inc.**

Article I – Name

The affairs of the Association shall be conducted using the name Reunion Property Owner's Association, Inc. or such other name or names as the Board of Directors may from time to time authorize.

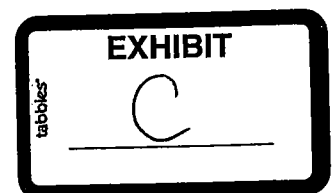
Unless otherwise herein to the contrary expressly provided, all capitalized terms used but not defined herein shall be deemed to have those meanings assigned thereto in the Declaration of Covenants Conditions and Restrictions for Reunion of record in Book 1523 at Page 115, in the office of the Chancery Clerk of Madison County, Mississippi (the "Declaration").

Article II – Offices

The principal office of the Association shall be located in 600 Crescent Drive, Suite B, Ridgeland, Mississippi 39157. The Association may also maintain offices at such other places as the Board of Directors may from time to time designate or as the affairs of the Association may from time to time require.

Article III – Association Membership and Purpose

- 3.01 Membership. Every Owner of a Lot in the Reunion Development shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and the ownership of a Lot shall be the sole qualification for such membership. In the event the legal and equitable fee title to a Lot is transferred or otherwise conveyed, that membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates of other evidences of such membership. The foregoing is not intended to include Mortgages or any other person who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote and to hold office in the Association, may be exercised by a member or member's spouse, but in no event shall more than one vote be cast or more than one office be held by each Lot. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot shall be suspended in the event more than one person seeks



to exercise it. The voting weight appurtenant to each Lot is equal and each Lot shall have one vote, except as provided in the Section 3.3 of the Declaration. Such voting weight shall continue to be equal upon the addition of all or a portion of the Additional Property to the Development defined in the Declaration, and each Lot therein shall have one vote, except as provided in Section 3.3 of the Declaration. Each Owner, by acceptance of a deed or other conveyance for a Lot consents and agrees to the dilution of his voting interest in the Association by virtue of the submission from time to time of the Additional Property or any portion thereof to the terms of the Declaration as provided therein.

- 3.02 Purpose of Association. The Association is formed to own the Common Property of Reunion, provide for the maintenance, control and preservation of Reunion and promote the health, safety and welfare of the Owners of the Lots in Reunion.

Article IV – Meeting of Members

- 4.01 Notice of Meeting and Quorum. Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized under Sections 7.01 and 7.02 hereof, shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of such meeting. With respect to annual meetings, the presence of member or proxies entitled to cast over fifty percent (50%) of all votes of the Association shall constitute a quorum. In the event of the absence of a quorum at such meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence in person or by proxy of members having one-third (1/3) of the total votes of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- 4.02 Special Meetings. Special meetings of the Members may be called by the President, a majority vote of the Board of Directors, or by written request of fifteen (15%) percent or more of the Members entitled to vote. Notices of a special meeting must contain a statement of the purpose for which such meeting is called, and no other business may be transacted at that meeting.
- 4.03 Informal Action. Any action required by law to be taken at the meeting of the Members, or any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Members entitled to vote with respect to the subject matter thereof.
- 4.04 Proxies. At any meeting of Members, a Member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney in fact.

No proxy shall be valid after six (6) months from the date of its execution.

- 4.05 Voting by Mail. As to any matter requiring approval and vote of the Members, including but not limited to the election of Directors or officers, such election or vote may be conducted by mail, using ballots, or in such other manner as the Board of Directors shall determine.

Article V – Board of Directors

- 5.01 Composition. The affairs of the Association shall be governed by the Board of Directors of not less than three nor more than five directors. The Association, subject to the rights of the Declarant and the right and duties of the Owners set forth in the Declaration, shall be responsible for the exclusive management control of the Common Property and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order, and repair, pursuant to the terms and conditions thereof. Except to the extent otherwise required by the provisions of the laws of Mississippi relating to non-profit corporations, the Declaration, the By-Laws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the Officers of the Association, without any further consent or action on the part of the Owners. Declarant shall have the right to appoint three (3) members of the Board of Directors so long as Declarant owns any unimproved Lot in Reunion. Each Owner, by acceptance of a deed or other conveyance of a Lot, vests in Declarant such authority to appoint and remove directors and officers of the Association.
- 5.02 Election of Board of Directors. Subject to the rights of the Declarant, Directors shall be elected annually by the Members at the annual meeting of Members for one (1) year terms.
- 5.03 Removal of Directors. Any directors may be removed, without cause by a vote of two-thirds of the directors then in office.
- 5.04 Resignation. Any director may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board, or the Association. A resignation shall be effective when written notice thereof is so delivered, unless the notice specifies a later effective date.
- 5.05 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law or by the Declaration or the Articles of Incorporation of the Association or by these By-Laws may be delegated to the Board of Directors by the Owners. The powers and duties to be exercised by the Board of Directors shall include but shall not be limited to the following:
- (a) Operation, care, upkeep and maintenance of the Common Property;

- (b) Determination of the amount of funds required for operation, maintenance and other affairs of the Development;
- (c) Collection of the assessments and common charges from the Owners;
- (d) Employment and dismissal of personnel necessary for the efficient Maintenance and operation of the Association;
- (e) Adoption and amendment of rules and regulations covering the details of the operation of the Association;
- (f) Opening of bank accounts on behalf of the Association and designating the Signatories required thereof;
- (g) Obtaining insurance for the Association property, pursuant to the provisions of the Declaration and these By-Laws;
- (h) Making repairs, additions and improvements to, alterations of, the Association property, in accordance with the provisions of the Declaration; and
- (i) Appointment and dismissal of members of the Architectural Review Committee which shall be composed of at least three (3) members and not more than five (5) members, as provided in Section 9.1.1 of the Declaration; provided however that the initial Architectural Review Committee shall consist of at least three (3) members designated by Declarant under the Declaration who shall each serve at the pleasure of the Declarant; and provided further that the authority to appoint and dismiss members of the Architectural Review Committee shall be subject to the right of the Declarant as provided in the Declaration.

- 5.06 Manager. The Board of Directors may employ the Association a manager at a compensation established by the Board of Directors. The Board of Directors may delegate to the manager or managing agent all of the powers granted to the Board of Directors by the Declaration and by these By-Laws other than the powers set forth in subdivisions (b), (e), (g), and (i) of Sections 5.05 of this Article V.
- 5.07 Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least three (3) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, by mail or facsimile, at least three (3) business days prior to the day named for such meeting.
- 5.08 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to the directors, given by mail or

facsimile, which notice shall state the time, place and purpose of the meeting.

- 5.09 Notice. Notice of any special meeting of the Board of Directors shall be given at least three (3) days previously thereto by written notice delivered personally or sent by mail or facsimile to each Director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transactions of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or these By-Laws.

If the Board of Directors changes the place, date, or time of a regular meeting, notice of such action shall be given to each Director who was not present at the meeting at which such action was taken. Any Board action to remove a Director; amend the by-laws; amend the charter (other than a charter amendment to: (a) delete the name and address of the initial registered agent or registered office, if a statement of change is on file with the Secretary of State (b) change the address of the principal office of the Association; or (c) change the corporate name by substituting the word "corporation," "incorporated," company," "limited," or the abbreviation "corp.," "inc.," "or "ltd.," or a similar word or abbreviation in the name, or by adding a geographical attribution to the name); approve a transaction in which a Director or officer of the Association has a conflict of interest; authorize the indemnification of a Director, employee or agent of the Association; approve a plan of merger, approve a sale, lease, exchange, or other disposition of all or substantially all of the Association's assets other than in regular course of activities; or approve a dissolution of the Association requires that each Director be given at least seven (7) days written notice that the matter will be voted upon at a Directors' meeting. The notice of any meeting at which a by-law amendment; charter amendment; plan merger; plan sale, lease, exchange or other disposition of all or substantially all of the Association's assets; or plan of dissolution is to be voted upon must state that the purpose, or one of the purposes, of the meeting is to consider such proposed amendment or plan and contain or be accompanied by a copy or summary of such amendment or plan.

Where reasonable under the circumstances, notice may be either written or oral, and may be communicated in person, by telephone, facsimile or other form of wire or wireless communication, or by mail or private carrier. Written notice in a comprehensible form is effective at the earliest of the following:

- (1) when received;
- (2) five (5) days after its deposit in the United State mail, if mailed correctly

addressed and with first-class postage affixed thereon;

- (3) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and if the receipt is signed by or on behalf of the addressee; or
- (4) twenty (20) days after its deposit in the United States mail, if mailed correctly addressed, and with other than first class, registered or certified postage affixed.

Notice of an adjourned meeting need not be given if the time and place to which such meeting is adjourned are fixed at the meeting at which the adjournment is taken and if the period of adjournment does not exceed one (1) month in any one (1) adjournment. At the adjourned meeting, the Board of Directors may transact any business which might have been transacted at the original meeting.

- 5.10 Waiver of Notice. Any director may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice.
- 5.11 Quorum of Board of Directors. If two-thirds (2/3) or more of the directors are represented at a meeting of the Board of Directors, a quorum shall be considered to be present. A majority vote of the directors represented at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting to a specific future time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.
- 5.12 Fidelity Bond. The Board of Directors may obtain adequate fidelity bonds for such officers and employees of the Association handling or responsible for Association funds. The premiums of such bonds shall constitute a common expense.
- 5.13 Telephone Board and Committee Meetings. Members of the Board of Directors, or of any committee of the Board of Directors, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all person participating in the meeting may simultaneously hear each other during the meeting, and the participation in such a meeting shall constitute presence in person at such a meeting.
- 5.14 Reliance Upon Information, Opinions, Reports, or Statements. To the full extent allowed by law, a member of the Board of Directors, or a member of any committee of the Board of Directors, shall, in the performance of his duties, be protected in relying in good faith upon information, opinions, reports, or statements, including

financial statements and other financial data, if prepared by or presented by, (i) one or more officers or employees of the Association whom the Director reasonably believes to be reliable and competent in the matters presented; (iii) a committee of the Board of Directors of which he is not a member if the Director reasonably believes the committee merits confidence.

Article VI – Officers

- 6.01 Designation. The principal officers of the Association shall be the President, the Vice-President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may elect such other officers as in its judgment may be necessary.
- 6.02 Election of Officers. Officers shall be elected annually by the Board of Directors. In the event of death, resignation, or disability of an Officer, his successor may be appointed by the Declarant or elected at any regular meeting of the Board of Directors called for such purpose, as the case may be.
- 6.03 Removal of Officers. Any Officer may be removed by a vote of the majority of the Board of Directors, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or any special meeting of the Board of Directors called for such purpose.
- 6.04 Resignation. Any officer may resign at any time by delivering notice to the Association. Such a resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.
- 6.05 Reliance Upon Information, Opinions, Reports, or Statements. To the full extent allowed by law, an officer of the Association shall, in the performance of his duties, be protected in relying in good faith upon information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by, (i) one or more officers or employees of the Association whom the officer reasonably believes to be reliable and competent in the matters presented; or (ii) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.
- 6.06 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Lot Owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to his office and shall perform all of the duties assigned by the Board of Directors.
- 6.07 Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the president nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on

an interim basis. The Vice-President shall also perform such other duties as shall from time to time be assigned to him by the Board of Directors or by the President.

- 6.08 Secretary. The Secretary shall keep the minutes of all meetings of the Owners and of the Board of Directors. He shall be in charge of such books and papers as the Board of Directors may direct, shall give notice in conformity with these By-Laws of any and all meetings, and shall also perform all other duties assigned to him by the Board of Directors.
- 6.09 Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account and for the preparation of all required financial statements, including an itemized record of all receipts and expenditures, as well as a separate account for each Lot which shall indicate the name and address of the Owner, the amount of each assessment for expenses against such Lot, the date when due, the amount paid thereon, and the balance remaining unpaid. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all other duties assigned to him by the Board of Directors.
- 6.10 Agreements, Contract, Deeds, Checks, Et Cetera. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board of Directors.
- 6.11 Compensation of Directors and Officers. No directors or officer shall receive any compensation from the Association for acting as such.

Article VII – Operation of Property

- 7.01 Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The Board shall cause the budget and the proposed total of the annual assessments to be levied against Lots for the following year to be delivered to each Owner at least fifteen (15) days prior to such meeting. The total annual assessments shall be divided among the Lots equally, so that each Lot shall be subject to equal annual assessments. Upon the addition of the Additional Property or any portion thereof to the Development, assessments shall continue to be equal and the Lots being added to the Development shall pay assessments which equal to those imposed upon Lots previously in the development, subject to the terms and provisions of Article 6 of the Declaration. In such event, the Association's budget shall be accordingly revised by the Board, without the necessity of approval by the Owners, to include

Common Expenses and assessments related to such additional Lots. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either (i) Declarant, for so long as Declarant has the authority to appoint and remove directors and officers of the Association, or (ii) a vote of a majority of the votes of the Owners who are voting in person or by proxy at such meeting (provided that it shall require a vote of at least sixty-seven percent (67%) of the total membership to disapprove the budget). Notwithstanding the foregoing, in the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue in effect until a new budget shall have been approved as provided above. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in Section 7.02 hereof. The Common Expenses to be funded by the annual assessments may include, but shall not necessarily be limited to, the following:

- (i) management fees and expenses of administration, including legal and accounting fees and insurance premiums;
- (ii) utility charges for utilities serving the Common Areas and charges for other common services for the Development, including trash collection and security services, if any such services or charges are provided or paid by the Association;
- (iii) the expenses of maintenance, operation, and repair of those portions of the Common Areas and perimeter fencing, which are the responsibility of the Association under the provisions of the Declaration;
- (iv) the expenses of maintenance, operation, and repair of other amenities and facilities serving the Development, the maintenance, operation, and repair of which the Board from time to time determines to be in the best interest of the Association;
- (v) the expenses of the Architectural Review Committee (A.R.C.) which are not defrayed by plan review charges;
- (vi) ad valorem real and personal property taxes assessed and levied against the Common Areas, if any;
- (vii) the expenses of recreational, cultural, or other related programs for the benefit of the Owners and their families, tenants, guests and invitees;
- (viii) such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common Expenses, including without

limitation taxes and governmental charges not separately assessed against Lots; and

- (ix) the establishment and maintenance of a reasonable reserve fund (A) for inspections, maintenance, repair, and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be inspected, maintained, repaired, or replaced on a periodic basis, (B) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (C) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters all as may be authorized from time to time by the Board of Directors.

- 7.02 Special Assessments. In addition to the annual assessments authorized above, the Association, acting through its Board of Directors, may levy in any assessment year special assessments for Common Expenses, applicable to that year only. Subject to the provisions of Sections 6.6 of the Declaration, any such assessment shall be approved by (i) Declarant, for so long as Declarant owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, and (ii) by the members unless sixty-seven percent (67%) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 4.01 thereof vote to disapprove the special assessment. The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretions, extend beyond the fiscal year in which adopted.
- 7.03 Individual Assessments. Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, guests, or invitees of any Owner shall be specially assessed against such Owners and their respective Lots. The individual assessments provided for in this Section 7.03 shall be levied by the Board of Directors and the amount and due date of such assessment so levied by the Board shall be specified by the Board.
- 7.04 Liens. All sums assessed against any Lot pursuant to the Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association.
- 7.05 Effect of Nonpayment: Remedies of the Association. Any assessments or portions thereof which are not paid when due shall be delinquent. Once any assessment or any portion thereof has become delinquent, the Association may file a notice of lien in the records of the Chancery Clerk's office of Madison County. Any assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the rate to be determined by the

Board of Directors. A lien and equitable charge as herein provided for each assessment shall attach simultaneously as the same shall become due and payable, and if an assessment has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such assessment shall include the late charge established by the Board of Directors, interest on the principal amount due, all cost of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided herein shall be in favor of the Association, and each Owner by his acceptance of a deed or other conveyance to a Lot vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such assessments as a debt and/or to foreclose the aforesaid lien in the manner provided in the Declaration. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration, but not without limitation, non-use of the Common Areas or abandonment of his Lot, and an Owner shall remain personally liable for assessments, interest, and late charges which accrue prior to sale, transfer, or other conveyance of his Lot.

- 7.06 Certificate. The Treasurer, an assistant Treasurer, or manager of the Association shall, within then (10) days of a written request and upon payment of such fee as is from time to time determined by the Board of Directors, furnish to any Owner or such Owner's Mortgagee, a certificate in writing signed by said Treasurer, Assistant Treasurer, or manager setting forth whether the assessments for which such Owner is responsible have been paid, and if not paid the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any assessments stated therein to have been paid.
- 7.07 Date of Commencement of Annual Assessments. The annual assessments provided for therein shall commence as to each Lot as set forth in Section 6.3 of the Declaration and shall be due and payable in such manner and on such schedule as the Board of Directors may provide. Annual assessments and any outstanding special assessments shall be adjusted for such Lot according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such Lot is first conveyed. Annual and special assessments of the Lots in portions of the Additional Property hereafter submitted to the terms of this Declaration shall commence as provided in Section 6.3 of the Declaration, and annual and special assessments for each such Lot shall be adjusted according to the number of months then remaining in the fiscal year of the Association and the number of days then remaining in the month in which such

assessments commence. Declarant shall not be responsible for the payment of annual or special assessments on Lots which it owns.

Article VIII – Arbitration

- 8.01 Arbitration. Any disputes or controversies among Owners arising under these By-Laws or under the Declaration shall be submitted to the Board of Directors for decision. The Board of Directors is required to issue its decision on such matters within thirty (30) days after the controversy or dispute is submitted by any Owner. The submissions of any such dispute or controversy to the Board of Directors shall be an express condition precedent to the institution of any legal action or proceeding.

Article IX – Record

- 9.01 Records and Audits. The Board of Directors shall keep detailed records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the Lot Owners, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each Lot which shall indicate the name and address of the Lot Owner, the amount of each assessment for common expenses against such Lot, the date when due, the amounts paid thereof, and the balance remaining unpaid. In addition, an annual report of the receipts and expenditures of the Association shall be rendered by the Board of Directors to all Lot Owners, and to all Mortgagees of Lots who have requested such annual report, promptly after the end of each fiscal year.

Article X – Miscellaneous

- 10.01 Notices. All notices to the Board of Directors or to the Association shall be sent registered or certified mail to such address as the Board of Directors may hereafter designate from time to time. All notices to any Lot Owner shall be sent registered or certified mail to such address as shall be designated by him in writing to the Board of Directors. All notice to Mortgagees of Lots shall be sent by registered or certified mail to their respective addresses, as designed by them from time to time writing to the Board of Directors.
- 10.02 Invalidity. The invalidity of any part these By-Laws shall not impair or affect in any manner the validity or enforceability, or affect the balance of these By-Laws, or the intent of any provision thereof.
- 10.03 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

- 10.04 Gender. All provisions herein include the male, female, neuter gender and include the singular and plural numbers as the case may be.
- 10.05 Waiver. No restriction, condition, obligation, or provisions contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of violations or breaches thereof which may occur.

Article XI – Amendments to By-Laws

- 11.01 Amendments to By-Laws. These By-Laws may be modified or amended by the vote of two-thirds (2/3) of the total authorized votes for all Lots at a meeting of Lot Owners called for such purpose. The notice of such a meeting must be mailed to all Lot Owners at least ten (10) days prior to the scheduled date for the meeting and the notice must set forth the proposed amendment. No such amendment shall be effective until approved by the Declarant if the Declarant continues to own any Lot in Reunion and until recorded in the office of the Chancery Clerk of Madison County, Mississippi.

Article XII – Indemnification of Officers, Directors, Employees and Agents

- 12.01 General. The Association shall have the power to indemnify any person authorized by the Mississippi Nonprofit Corporation Act, as the same may be amended from time to time, in the manner prescribed therein, to the full extent allowed thereby.
- 12.02 Indemnification Not Exclusive. To the extent permitted by the Mississippi Nonprofit Corporation Act, as amended, the right of indemnification provided in this Article XII shall be in addition to any rights to which any such director, officer, employee, or other person may otherwise be entitled by contract or as a matter of law.
- 12.03 Insurance. The Association shall have the power by action of the Board of Directors to purchase and maintain insurance on behalf of any person who is or was director, officer, employee, or agent of the Association, or who, while a director, officer, employee, or agent of the Association, is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation because of the Association's interest in such other corporation, from and against any liability asserted against him or incurred by him in any such capacity or arising out his status as a director, officer, employee, or agent, whether or not the Association would have the power to indemnify him against such liability.

