

<b>Cornerstone Covenant</b>	<b>Lot Numbers</b>	<b>Street Name</b>
Part I	1-6, 39-41	Faith Way
	7-12, 34-38, 42	Providence Drive
	13-18	Destiny Cove
	19-25, 48-51	Provision Parkway
	26-33, 43-47, 52	Providence Circle
Part II	53-54	Providence Drive
	55-80	Provision Parkway
Part III	81-92	Providence Cove
Part IV	93-96, 116-119	Faith Way
	97-105, 113-115	Cornerstone Drive
	106-112	Vintage Point
Part V Gardens of Gethsemane	1-24, 40, 41	Providence Drive
	25-39	Eternal Court
Part VI	120-136, 141-144, 150-153, 157	Cornerstone Drive
	137-140	Serenity Court
	145-149	Revelation Ridge
	154-156	Beacon Hill
Part VII	158-185, 188	Cornerstone Drive
	186-187, 189, 211	Cornerstone Crossing
	190-196, 206-210	Assurance Way
	197-205	Assurance Circle
Part VIII (Section A)	225-229, 250-254, 263-264, 270-271, 274-275	Cornerstone Drive
	230-238, 248-249	Faith Way
	239-247	Hallow Hill
	255-262	Banner Court
	265-269	Integrity Court
	272-273	Prosperity Court
Part VIII (Section B)	212-224, 277-296	Prosperity Place

**CORNERSTONE SUBDIVISION**

**R & S DEVELOPERS, LLC  
120 Baker Lane  
Brandon, Mississippi 39047-8876  
(601) 829-3630**

**DECLARATION OF COVENANTS AND RESTRICTIONS OF  
CORNERSTONE SUBDIVISION  
BRANDON, RANKIN COUNTY, MISSISSIPPI  
PHASE ONE, PART ONE**

THIS DECLARATION made and executed on this the \_\_\_ Day of April, 2000 by R & S Developers, LLC, a Mississippi Limited Liability Company organized and existing under the laws of the State of Mississippi (which company is referred to herein at times as the "Declarant");

WITNESSETH as follows, to-wit:

WHEREAS, the Declarant is the owner of certain real property located in the City of Brandon, Rankin County, Mississippi, being more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Declarant wish to create and carry out an orderly and uniform plan of development for the above referenced property, and hereinafter referred to at times as "Cornerstone" to subdivide, sell and/or lease said properties for various lawful uses; and

WHEREAS, the Declarant desires that each time said properties are sold or leased that all improvements erected thereon, whether by Declarant or any other owner, shall comply with the protective covenants contained herein and any other covenants which might be imposed in the future, in accordance with the terms hereof, on any portion of the properties covered herein and any properties which might later be included through expansion as hereinafter provided; and

WHEREAS, the purpose of such covenants and restrictions is to enhance the charm and beauty of the surroundings, to insure the property development and use of each building site within said property, to protect the owner or occupant, present or future, of each such site against improper development and use of other sites as will depreciate the value of his or her site; to prevent the erection on said property of structures built of unsuitable design or improper materials; to prevent haphazard or inharmonious improvements; to secure and maintain sufficient set-backs from streets and maintain adequate free spaces between structures; to provide for maintenance and upkeep of the private street or streets running through said properties; and, in general, to provide for a high quality of improvement on said property in accordance with the sensible and orderly development plans; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said Cornerstone, to create an association which can and shall be delegated and assigned the powers and duties of maintaining and administering the private street or streets running through said property and any other common areas which may be designated as such and to administer and enforce the hereinafter set forth covenants and restrictions and to collect and disburse the charges an assessments hereinafter specified; and

WHEREAS, the Declarant has caused to be formed (or shortly will cause to be formed), under the laws of the State of Mississippi, a non-profit and non-share corporation named "Cornerstone Property Owners Association, Inc." which corporation shall have as its purpose the carrying out of the powers and duties mentioned herein and such other powers and duties related to the subject properties as may be specified in that corporation's Bylaws; and

WHEREAS, in order to facilitate compliance with the provisions, letter, spirit and intent of this Declaration, Declarant desires that each property owner within Cornerstone, and any future expansions made in accordance with the provisions herein, be a member of Cornerstone Property Owners Association, Inc., and that the Bylaws of said corporation shall be deemed to be adopted by Declarant as sole owner of the properties described herein and all future owners shall be bound thereby.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land described herein and shall be a benefit and a burden to Declarant, its successors and assigns, and to any person acquiring or owning an interest in the subject real property and improvements, their Grantees, successors, heirs, executors, administrators, devisees, and assigns.

#### ARTICLE I.

Section 1. Definitions. The words and phrases set out below, when used in this Declaration, shall have the following meanings, respectively, to-wit:

A. "Property", "Properties", or "Cornerstone" shall mean or refer to that certain real property hereinbefore described and such additions thereto as may be hereinafter bought within the jurisdiction of this Declaration or the association as hereinafter provided.

B. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any parcel which is part of the properties.

C. "Association" shall mean and refer to the Cornerstone Properties Owners Association, Inc., a non-profit corporation, organized under the laws of the State of Mississippi, its successors and assigns. This association is not organized for profit and no part of the net earnings or losses shall inure to the benefit or burden of any member or any individual. The sole purpose of the association is to promote the common good of all owners and occupants of Cornerstone and as the same may be lawfully expanded and to contribute to the long-range good of the City of Brandon, Rankin County, Mississippi, and the surrounding area.

D. "Board of Directors" shall mean and refer to that group consisting of three members initially who need not necessarily be owners and later consisting of three members who shall be owners or agents of owners, who shall be elected as provided for in the association bylaws and shall have the responsibility of administering the affairs of the association. No Director shall be personally liable for any action, theft and fraud excepted, taken in good faith to carry out the purposes of the association.

E. "Declarant" shall mean R & S Developers, LLC its successors or assigns.

F. "Developer" shall mean R & S Developers, LLC its successors or assigns.

G. "Member" shall mean and refer to those who are members of the association.

H. "Private Street" or "Private Streets" or "Common Property" shall refer to that property more particularly described in Exhibit "B" attached hereto and incorporated herein by reference and to such other properties as may be added thereto by amendment to this Declaration. The maintenance and upkeep of the private streets and common property shall be borne by and shall be the responsibility of the members of the association as provided for hereinafter.

I. "Covenants and Restrictions" shall mean and include all covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges and liens set forth in this Declaration.

J. "Declaration" shall mean and include this instrument and all amendments hereto, plus all supplementary declarations and amendments thereto executed in accordance with the provisions hereof.

K. "Bylaws" shall mean and include the Bylaws of the association and all amendments thereto.

L. "Assessment" shall mean the share allocated to a Lot or to the Home Owners' Association. Such share to consists of annual assessments, special assessments, and expenses, costs, charges and other amounts incurred with respect to either such Lot or the satisfaction,

discharge or compliance with any obligations or duties of the Owners of such Lot as specified in this Declaration.

M. "Streets" shall mean the streets, roads, parking areas, curbs and sidewalks as shown on the Plat for any area within Cornerstone. Notwithstanding the designation of sidewalks as part of the streets, each owner may be required to construct a sidewalk on his lot, subject to the specifications established by the Cornerstone Home Owners' Association.

## ARTICLE II.

### PROPERTIES INCLUDED AND EXPANSION PROPERTIES

Section 1. Property Subject to Declaration. The real property which is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the City of Brandon, Rankin County, Mississippi, and is more particularly described in Exhibit "A" attached hereto, which Exhibit "A" is, by referenced, made a part hereof for all purposes.

Section 2. Expansion Part Property. Declarant may, at some future time, expand Cornerstone in increments or parts, the exact size and configuration of which shall be within the sole discretion of Declarant or its successors in title. In connection with such expansion, Declarant does herewith expressly desire to provide for the imposition upon such future expansion of mutually beneficial restrictions and covenants for the benefit of all owners in Cornerstone, including those in expanded areas, and their then and future owners, and to provide for the reciprocal restrictions and easements among and for the benefit of all of Cornerstone Owners to the extent that the project is expanded.

It is herewith provided that Declarant, or any other person with the written consent of Declarant, shall have the right to annex to the property described in the attached Exhibit "A", any additional contiguous or non-contiguous real property now or heretofore owned by the Declarant and any such annexation or expansion shall have the effect of making the annexed or expanded property part of the Property (as herein defined) and extending the scheme of the within covenants and restrictions to such annexed or expanded property.

Any annexations or expansions of additional real property to the Property described in Exhibit "A" shall be made by recording a Supplementary Declaration of Covenants and Restrictions in the land records in the office of the Chancery Clerk of Rankin County, Mississippi, which Supplementary Declaration shall, by declaration therein, extend the scheme of the within covenants and restrictions to the annexed additional property therein described. Such Supplementary Declaration shall be executed by the person who owns the fee simple title to the additional property being annexed, and if such person is other than the Declarant, shall be executed also by the Declarant. Such Supplementary Declaration may contain, with respect to the additional property annexed thereby, whatever complimentary additions and modifications to the covenants and restrictions set forth herein as may be appropriate to reflect the different character or use, if any, of the annexed additional property, provided, however, that in no event shall such addition or modification be substantially inconsistent with the provisions of this Declaration.

The right of expansion as herein above set forth is expressly reserved by Declarant, its successors and assigns, as an integral part of the Cornerstone development and this Declaration, and this right may not be revoked, modified, amended, or otherwise altered, by the Association, or the members thereof, notwithstanding any language contained in this Declaration, or an supplement hereto, relative to amendment or modification, without the express written approval of the Declarant. It is the purpose of this Provision to insure that nothing contained in this Declaration will allow the right of expansion reserved herein to Declarant to be infringed upon or otherwise affected without the written approval of Declarant.

## ARTICLE III.

COVENANT OF COMPLIANCE BY OWNERS

Section 1. Covenant to Comply. Every person, persons or entity who accepts a deed to a parcel in Cornerstone, covenants whether or not it shall be so expressed in the deed of conveyance, that he will faithfully comply with and abide by the letter and spirit of the provisions of this Declaration and the Bylaws and Rules and Regulations of the association as same may be constituted and as they may be lawfully amended from time-to-time.

## ARTICLE IV.

CORNERSTONE HOME OWNERS' ASSOCIATION

Section 1. Membership. Each owner in Cornerstone shall be a member of the Cornerstone Home Owners' Association, and this membership shall be inseparable or appurtenant to and shall pass with the title to each parcel of property. Parcels with multiple ownership shall be entitled to one membership in the association and one of the owners of such parcel shall be designated in writing by the co-owners as their respective representative in matters pertaining to the association.

Section 2. Voting Rights. Every member of the association shall have one vote for the election of all officers. For all other matters and purposes of the association, every member shall have one vote for each lot which that member owns. If the fee title to a particular lot is owned of record by more than one person, the vote appurtenant to such lot may be exercised by only one of the fee owners thereof as designated in writing by the other co-owners of the subject lot or lots.

Section 3. Delegation of Membership and Voting Rights. Any owner may delegate or assign his voting rights to any tenant in possession of owner's lot upon such terms and conditions as they themselves may agree upon, and upon written notice to the Board of Directors of the association, and such tenant shall be deemed to be a member of the association in the place of the owner for the period of the assignment. Nothing herein contained, however, shall relieve the owner of his responsibility for any assessment due the association or for any other responsibilities and obligations which owner might have under the terms of this Declaration and under the Bylaws, Rules and Regulations of the association.

Section 4. Absentee Owners. Permanent absentee owners shall designate an individual (adult) as their agent or attorney-in-fact to represent them in all matters concerning the association or enforcement of this Declaration. Such agent or attorney-in-fact may, at the option of the owner, be a tenant in possession of owner's lot.

## ARTICLE V.

COVENANT FOR ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each parcel which it owns within the properties, hereby covenants and each owner of any other parcel or lot of the property by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association the following:

(1) Assessments. Each lot owner, excluding Developer, is deemed to covenant and agree to pay to the Cornerstone Home Owners' Association (a) a quarterly assessment in the amounts described hereinafter and (b) special assessments for capital improvements at such times and in such amounts as may be required and as hereinafter provided. The quarterly and special assessments, together with interest at the rate of ten percent (10%) per annum, costs, and reasonable attorneys' fees (the "assessment debt") shall be a personal indebtedness and obligation of the owner of each lot at the time when the assessment becomes due and payable, and the assessment debt shall also be a charge upon the lot or lots and a continuing lien upon the real

property against which the assessment is made, until the total assessment debt therefor is paid. All obligations for delinquent assessment debts shall pass to and be assumed automatically by successors in title to the lot for which the assessment is made, by virtue of the successor's acceptance of a conveyance of that lot, but such assumption by the successor or successors shall not relieve the prior owner or owners of their continuing personal obligations for those debts and they and the successors shall be jointly and severally liable for the amount of the assessment debts, until the same be paid in full. The quarterly and special assessments levied by the Cornerstone Home Owners' Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the subdivision, and for the improvement and maintenance of the streets and common areas of the subdivision, as shall be determined and directed by the Association.

(2) Date of commencement of quarterly assessments and due dates thereof. The quarterly assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the streets and common areas to the Association or upon completion of the first home in the subdivision. The first quarterly assessment shall be adjusted on a pro rata basis according to the number of months remaining in that calendar quarter. The quarterly assessment against each lot will be fixed between January 1 and January 15, inclusive, of each year, and written notice thereof shall be mailed or delivered to each owner subject thereto forthwith. The assessment will be due and payable immediately upon receipt of notice and shall be deemed to be in arrears if not paid on or before the last day of the first month of the respective calendar quarter (i.e. January 31, April 30, July 31, October 31).

(3) Special assessments for capital improvements. In addition to the quarterly assessments, the Association may levy, in any assessment period, a special assessment applicable to that assessment period, or spread out over several assessment periods for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon one or more of the streets or common areas, including fixtures and personal property related thereto, provided, however, that any such special assessment shall first have the assent of two-thirds of the votes of the members other than Developer who are voting in person or by proxy at a meeting duly called for that purpose, and also the assent of Developer at that meeting.

(4) Conduct of meetings of the Association relating to assessments. Written notice of any meeting of the membership of the Association called for the purpose of fixing the amount of a quarterly assessment, or of modifying either of those actions, shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of the votes held by members other than Developer, together with Developer, shall constitute a quorum. If the required quorum is not then present, a recessed meeting may be called subject to the same notice requirements, and the required quorum at the recessed meeting shall be one-half of the required quorum for the original meeting. No such recessed meeting with a reduced quorum shall be held more than sixty days following the original meeting called for that purpose.

(5) Uniform rate of assessment. Both quarterly and special assessments must be fixed at a uniform rate for all lots and shall be collected on a quarterly basis as set forth herein, with the exception of assessments on Lots owned by Declarant, which is set forth in Section 10 below.

(6) Quarterly assessment. Until January 1, 2001, the initial assessment applicable to any lot shall be \$200.00 per calendar quarter, adjusted pro rata for the length of time remaining in that calendar quarter after the date of the conveyance. The Board of Directors of the Association may fix subsequent assessments at regular or special call meetings of the Association membership.

Section 3. Purpose of Assessments. The assessments levied by the association shall be used exclusively to promote the health, safety and welfare of the owners and occupants of Cornerstone to defray all costs incurred in property caring for and maintaining Cornerstone a prestigious development; and to accomplish the intent of this Declaration. The assessments provided herein shall include, but not be limited to the costs of providing materials and services

to accomplish the following:

- A. Maintaining, replacing and repairing the streets, roadways, sidewalks, and open areas within the property.
- B. Maintaining the landscaping at the entrance to Cornerstone.
- C. Maintaining the appearance of entrance markers, gates, identification signs, and street markers in a good state of repair.
- D. General policing of Cornerstone on a regular basis to remove bottles, cans, trash or debris discarded by the public along the streets or roadways.
- E. Maintaining utilities, drainage ditches, and other services which are to be provided by the association.
- F. Paying the costs of insurance premiums on any insurance which the association carries.
- G. Paying all ad valorem taxes and other taxes and fees which may accrue to the association.
- H. Paying all necessary and reasonable costs of administration, management, legal and accounting services connected with association, including, the payment of a reasonable fee to any management agent designated by the association.
- I. Provide such other services as the association may deem to be in the best interest of the development and the members of the association.

The Cornerstone Home Owners' Association is not organized for profit and no part of the net earning shall inure to the benefit of any member, any director of the association, any officer of the association or any other individual.

Section 4. Assessments Are Not Dues. All assessments herein provided are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the Association.

Section 5. Changes in Assessment. After January 1, 2001, the Board of Directors of the association may, after consideration of the then current costs of providing services herein above enumerated, increase the initial or quarterly assessments to cover the actual costs of such services. The Board of Directors of the association may also, after consideration of the then current maintenance costs and future needs of the association, fix the regular quarterly assessment and initial assessment for any subsequent quarter or quarters at a lesser amount.

Section 6. Notice and Quorum for Action on Assessments. Written notice of any hearing called for the purpose of taking action on any assessment provided herein (including special assessments and changes in quarterly and initial assessments) shall be sent to all members of the association by certified mail, not less than five (5) days nor more than thirty (30) days, in advance of the meeting. At least sixty percent (60%) of the owners or proxies of owners must be present at such meeting in order to constitute a quorum. If the required is not present, another meeting may be called subject to the same notice requirement and the required quorum at this subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. In addition, written notice of the regular quarterly assessment provided herein shall be sent to every owner subject thereto.

Section 7. Assessments for Street Maintenance Must Be Maintained. No provision contained herein above or in any part of this Declaration or in any supplements hereto, shall excuse or otherwise negate the association's responsibility for the proper upkeep and maintenance of the streets and roads of Cornerstone. Notwithstanding anything contained herein to the contrary, the association and the members thereof may not amend, revoke, modify or otherwise alter any portion of this Declaration or any supplements hereto in any manner which relieve the association of its responsibilities and duties hereunder for street maintenance and upkeep and the collection of assessments necessary to defray the costs thereof, without the express written consent of the Declarant. It is the purpose of this provision to provide assurance and protection to the Declarant that the streets of Cornerstone will be properly and safely maintained and that the responsibilities for such maintenance and the cost thereof will be borne as provided herein by the association and that such responsibility will not be amended, modified, revoked or otherwise altered without the written consent of the Declarant.



Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon from the due date at the rate of ten percent (10%) per annum. After ten (10) days written notice of the delinquent assessment is given to the owner, the association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot or parcel of property, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as debt or to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the association in a like manner on a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the association and shall be for the benefit of all other lot or parcel owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his parcel or property. In any event, reasonable attorney's fee of not less than twenty percent (20%) of the sum owed, and reasonable costs of collection, shall be added to the amount of each delinquent assessment.

Section 9. Subordination of Lien to Mortgages. The lien upon any lot or parcel provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first mortgage on such lot or parcel made in good faith and for value received and the lien hereunder shall in no way effect the rights of the holder of any such first mortgage. Sale or transfer of any property shall not effect the assessment lien. However, the sale or transfer of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such property from liability for an assessment thereafter becoming due or from the lien thereof. Such foreclosure, deed, assignment or other proceeding arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure or the transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of such maintenance assessments, which lien, if to be assertive as to any such assessments thereafter becoming due, shall have the same effect and be enforced in the same manner as provided herein.

Section 10. Assessment of Declarant. Any regular or special assessments upon any lot or lots owned by Declarant shall be in an amount equal to twenty-five percent (25%) of the assessment of the other lots owned by owners. This provision shall apply only so long as said lots are owned by Declarant.

Section 11. Ad Valorem Property Taxes.

- A. Each owner shall be responsible for his own ad valorem taxes.
- B. The association shall be responsible for the payment of ad valorem taxes on all lots, parcels, streets, or common areas to which the association may hereinafter take fee title.

Section 12. Management Agent. The Board of Directors of the association may employ for the association a management agent or manager (hereinafter called the "Management Agent") at a rate of compensation established by the Board of Directors, for which Management Agent shall perform such duties and services as the Board of Directors from time-to-time authorize. These duties and services of the Management Agent may include, without limitation, the power and authority to do the following:

- A. To collect the initial, annual and special assessments and to provide for the enforcement of liens and securing same in any manner consistent with law and within the provisions of this Declaration; and
- B. To deposit all assessment collections in a common expense fund with a banking institution and to make payments from such fund for the benefit of the association and in keeping with the intentions and responsibilities herein set forth, all of which shall be subject to the authorization and approval of the Association, to which the Management Agent shall at all times be accountable.
- C. To provide for the care, upkeep, maintenance and surveillance of the streets,

sidewalks and any other common areas, and

D. To select, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the streets, sidewalks, and common areas; and

E. To promulgate, with the approval and confirmation of the Board of Directors and to enforce such rules and regulations and such restrictions, requirements, and the like as may be deemed proper, respecting the use and care of the streets, sidewalks and common areas; and

F. To provide such other services for the association as may be consistent with the law and with the provisions of this Declaration.

Section 13. Limitation of Liability. The association shall not be liable for any failure of any service to be furnished by the association or paid for out of the common expense fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from the streets, sidewalks or any common areas or from any pipe, drain, conduit or the like. The association shall not be liable to any member for loss or damage to any articles, by theft or otherwise, which may be left or stored upon any common areas. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvement to the streets, sidewalks or common areas, or from any action taken by the association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any county or governmental authority.

## ARTICLE VI.

### EASEMENT RIGHTS

Section 1. Reservation of Easement Rights by the Declarant. In connection with the development of Cornerstone, the Declarant shall convey non-exclusive easements and rights-of-way (and reserve unto itself and its designees certain non-exclusive easements and rights-of-way) in, through, over and across portions of the properties comprising Cornerstone for the purpose of installing, constructing maintaining, reconstructing and repairing sewer lines, water lines, electrical cables telephone cables, gas lines, storm drains, drainage ditches, television cables and underground conduits and appurtenant to any of same, and for all other purposes reasonable related to the completion of construction and the provision of utility services, whether public or private, to the Cornerstone development. Any and all instruments of conveyance made by the Declarant to any individual or other entity with respect to any of the subject property shall be conclusively deemed to incorporate the conveyance of such easements or the reservation thereof, whether or not specifically set forth in such instruments.

It is the intention of Declarant to convey easements to the proper authorities and entities for the installation, construction, maintenance, reconstruction and repair of sewer lines, water lines, electrical cables, telephone cables and underground conduits, and appurtenance to any of same in the initial stages of development of Cornerstone. Notwithstanding anything contained herein to the contrary, however, it is the intention of the Declarant through the above reservation to insure that any additional easements, licenses and rights-of-way for the purposes set forth herein above which may be required for the orderly maintenance, preservation and enjoyment of Cornerstone development be protected and insured to the extent allowable by law. It is the further purpose of this reservation to provide for the preservation of the health, safety, convenience and welfare of all the owners of the lots and parcels of land of Cornerstone.

Section 2. Street Easement. In connection with the development of Cornerstone, Declarant shall convey a non-exclusive easement for ingress, egress and regress to all members of the association in, through, over and across the streets of Cornerstone. All such streets and all walkways, roadways, sidewalks and the like, are expressly made subject to a non-exclusive easement for ingress, egress and regress for the benefit of all members of the association, the Declarant, their respective heirs, personal representatives and assigns and all other persons claiming under any of them.

Section 3. Reservation in Deeds. Declarant may make other reservations and restrictions applicable to each lot by appropriate provision in the deed conveying said lot, and such reservations and restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

Section 4. Public Dedication of Streets or Other Properties. The streets, roads, or any portion thereof, and any other common properties of Cornerstone may be dedicated and transferred to any public or municipal agency, authorities, or utility for any purpose consistent with the Declaration and subject to such conditions as may be agreed upon by the members and Declarant; provided, however, that no such dedication or transfer or determination as to purpose or as to conditions, shall be effective unless seventy-five percent (75%) of the members of the association consent thereto and, furthermore unless written consent to such dedication, transfer, purpose and conditions be obtained from Declarant. In the event that a public dedication is made, it shall be required that all private streets will meet applicable city requirements before acceptance by the City of Brandon or Rankin County, Mississippi. This right of written approval is expressly reserved by and in Declarant, and this Declaration, or any supplements hereto, may not be amended, revoked, modified, or otherwise altered so as to infringe upon or negate this right.

Section 5. Private Streets. The Streets shall be private streets owned by the Association. At some time after the plats of the subdivision are filed for record, the Declarant shall convey to the Association all right, title and interest in and to the Streets. Notwithstanding such conveyance, the Declarant shall be responsible for the construction of the Streets. The Streets will be constructed in accordance with generally acceptable standards for construction in residential neighborhoods in Rankin County, Mississippi. Prior to the final overlay of the surface or wearing course, the Declarant shall be responsible for the repair and maintenance of the Streets. After completion of construction on a substantial number of the dwellings in a particular area or on a particular Street, the Declarant shall cause the construction of such Street to be completed by overlaying of the surface or wearing course of the pavement. The determination of such final construction shall be solely in the discretion of the Declarant. Upon completion of the overlay of the surface or wearing course, all responsibility for the repair and maintenance of such Street shall be assumed by the Association.

Section 6. Gates. At such time as the Declarant in its discretion determines, the Declarant shall install a gate on the main entrance to the subdivision. The gate shall be of a type or style which Owners can open or close by use of a card or other device or mechanism. The Declarant shall provide a card or other applicable opening device to any public agencies, such as police, fire, utilities, etc. So long as the Declarant continues to own land or lots in the subdivision, the Declarant shall control the operation of the gates and shall establish the hours during which the gates shall remain open or be locked. As such times as the Declarant no longer owns land or Lots, or sooner if the Declarant desires, control of the gates shall be transferred to the Association. Notwithstanding the installation of gates or the implementation of rules or procedures governing the opening, closing and locking of the gates, the Declarant makes no representation or warranty concerning any matter of security or safety of the Property. By acceptance of a deed or other conveyance of a Lot, each Owner releases the Declarant from any claim, damage or liability arising from or related to the operation of or timing of the opening, closing and locking of the gates.

## ARTICLE VII.

### BUILDING REQUIREMENTS, ARCHITECTURAL AND LANDSCAPE CONTROLS AND REQUIREMENTS

Section 1. The purpose of this Article is to prevent the erection of structures built of improper design and/or materials, to encourage the erection of attractive improvements at appropriate locations, and to prevent haphazard and inharmonious improvements, all for the benefit of all of the owners of Cornerstone and to insure esthetic unity to all Cornerstone while at the same time allowing flexibility and diversity in landscape design. Nothing contained in this Article shall be construed or interpreted to mean that Declarant, his employees, agents, successors or assigns, or the Board of Directors of the association assumes any responsibility for

the structural design of any improvement or landscape design.

Section 2. All lots or parcels in Cornerstone shall be known, described and used as residential lots and no structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single family dwelling not exceeding two stories in height. No dwelling shall exceed two stories in height, except that three-story dwellings will be permitted if the additional story is a basement, or if a minimum of fifty percent (50%) of the additional story is below street grade of the street or streets abutting the Lot upon which the dwelling is situated. No accessory or out-buildings shall be erected, altered, placed or permitted to remain on any of said lots or parcels without the express written approval of Declarant, it being Declarant's desire and intention that any accessory or out-building shall be attractive in appearance and that the approval or allowance of same shall be subject to his express written approval. Such express written approval shall be obtained from the Declarant prior to the erection of any such accessory or outbuilding.

Section 3. Except as otherwise provided, no dwelling, nor any other building, shall be located on any Lot in the Subdivision nearer than twenty (20) feet from the adjoining right-of-way line of the street abutting the front lot line of the Lot, nor nearer than twenty (20) feet to any right-of-way line of a street abutting any other side of the Lot. Except as otherwise provided, no dwelling or any other building, shall be located on any Lot in the Subdivision closer than five (5) feet to any interior side line of the Lot. Except as otherwise provided, no dwelling or any other building shall be located on any Lot in the Subdivision closer than twenty (20) feet to the back lot line of the Lot. Any variations to this require the express written approval of Declarant.

Section 4. Each residence shall be provided with off-street parking in the form of a paved driveway extended from the pavement on the street on which the residence faces to the garage or carport, which garage or carport must be attached to the dwelling, or from the street paving to the rear of such residence. All garages will be a minimum of two car garages and a maximum of three car garages and all will be enclosed with a door. No garage shall be converted to a use other than as originally constructed, without architectural approval and providing for an approved replacement garage.

Section 5. No dwelling shall be constructed, placed, moved or maintained upon Lots 1 through 7, in the subdivision unless such dwelling shall contain at least two thousand (2,000) square feet of heated floor space exclusive of open porches and unheated storage spaces. No dwelling shall be constructed, placed, moved, or maintained upon Lots 8 through 59, in the subdivision unless such dwelling shall contain at least two thousand (2,000) square feet of heated floor space exclusive of open porches and unheated storage spaces.

Section 6. The property may not be re-subdivided. Only one residence shall be erected and maintained at any time on any one of the lots or parcels of Cornerstone. However, nothing in any of these restrictions shall be construed as prohibiting the owner of a combination of two or more contiguous lots or one or more lots and a portion of an adjoining lot or lots, from erecting one residence only thereon and locating the same as if said contiguous lots or portions of lots were but one single lot.

Section 7. In constructing or causing to be constructed, a residence on any lot or parcel, owner shall not substantially duplicate the exterior elevation, design, or architecture of any other residence then existing or in the process of being constructed in Cornerstone without prior approval of the Declarant. Such permission to be obtained prior to beginning construction. The plans for the residential structure, to include landscaping plans and designs, to be constructed on all lots and parcels in Cornerstone shall be submitted to Declarant for his approval, and such approval shall be required prior to the commencement of the construction, but such approval shall not be unreasonably withheld. A copy of construction and landscaping plans and designs shall be furnished to the Declarant for its files without cost to it. Landscaping plans must include a minimum of three (3) three inch (3") diameter trees in front of dwelling. Architectural plans, landscape plans and designs, and any topography changes, for new construction, additions to existing structures or exterior remodeling of existing structures, must be submitted to Declarant for approval prior to construction beginning.

Section 8. Certain architectural guidelines have been established to provide property owners, architects and contractors with a set of parameters for the preparation of their drawings, specifications and plans. Architectural plans must be submitted to the Developer/Property Owners Association for approval prior to the beginning of construction activity including clearing and site work to insure aesthetic harmony within the Development. Plans required to be submitted include

The Developer/Property Owners Association will review and approve all construction designs and plans for:

- Consideration of primary site design requirements.
- Sensitivity to the existing landscape features of each site.
- The visual relationship or physical impact the proposed home may have on surrounding homesites.
- Excellence of architectural design.

By encouraging quality and attention to detail, the aesthetic harmony, natural tranquility and overall property values at Cornerstone will be enhanced and preserved. The Developer/Property Owners Association does not seek to restrict individual creativity or preference, but rather to maintain a visually pleasing and appropriate appearance for each homesite within the community.

Section 9. The builder of the original dwelling on each Lot in the Subdivision shall construct a sidewalk four (4) feet in width along the entire length of that portion of the public street or streets which abuts the Lot. The edge of each sidewalk nearest to the street along which it is constructed shall be located two (2) feet from the back of the curb alongside the street, unless it becomes necessary to curve the sidewalk away from the curb so as to avoid a fire hydrant, street sign, tree or other obstruction. If it becomes necessary so to curve the sidewalk, the sidewalk shall be curved smoothly, uniformly and attractively away from the curb and around the obstruction so that neither the obstruction nor the sidewalk itself will become a hazard to persons using the sidewalk. Construction and/or maintenance of the sidewalk either within the street right-of-way or on private property shall constitute the granting of permission to use the sidewalk to any and all persons who use the sidewalk in a safe and reasonable manner. The grade of each such sidewalk shall be uniform and consistent with, and shall vary uniformly and consistently with, the grade of the top of the curb along which the sidewalk is constructed. Each such sidewalk shall be scored at four-foot intervals, with an expansion joint every eight (8) feet, and shall be constructed of broom finish concrete four (4) inches in thickness.

Section 10. A continuous six (6) foot tall solid wood privacy fence is required to be built along the rear or south lot line of Lots 26, 27, 28, 29, 30, and 31, of Phase One, Part One, Cornerstone Subdivision, before occupancy of any dwelling on these enumerated lots.

Section 11. Plans for the construction of any fence must be submitted to and approved by the Architectural Review Committee before any fence is placed or construction is commenced on any Lot in the Subdivision. Such plans must include the location, materials, height, design, character and color of each and all components of the fence. Any fence, which does not comply with the plans approved therefor, shall be removed or brought into full compliance with the approved plans.

Section 12. All mailboxes shall be the type approved by the Architectural Review Committee. Any mailbox, which does not comply with the approved mailboxes, shall be removed. (See attached exhibit for samples of acceptable mailboxes).

Section 13. The ownership, maintenance and repair of any and all drainage pipes, storm water inlets, and other appurtenant drainage facilities located on any Lot shall be that of the Owner of the Lot on which such pipes, inlets, and facilities are located. The Declarant shall have the right to improve, maintain and repair such pipes, inlets and facilities at any time for any purpose. In no event shall the Declarant have the duty to improve, maintain or repair any

drainage pipe, storm water inlet or other appurtenant drainage facility located within the Subdivision. Under no circumstances shall drainage facilities be considered a "utility" which is reserved to the Declarant by the Reservation of the Plat of the Subdivision.

Section 14. Roof cladding for all dwellings shall be approved by the Architectural Review Committee.

Section 15. All electrical, telephone, and television service drops shall be underground.

Section 16. No structure of a temporary nature such as a tent, shack, garage, basement or other out-building shall be used on any lot in Cornerstone at any time, nor shall any house trailer or other movable living quarters be located on any lot in Cornerstone at any time unless same be stored in a closed garage.

Section 17. No solar panels will be utilized on the roof or other exterior portions of the dwelling so as to be visible from the street or from any adjacent property. Telecommunication (television, television cable, satellite reception, telephone, radio, or similar devices) antennae or comparable devices for the purpose of either transmitting or receiving telecommunications of any type will not be erected, installed, or situated on any lot, either temporarily or permanently.

Section 18. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

Section 19. No fence, wall or hedge situated on interior portions of the development shall be placed on any portion of a lot or parcel higher than six (6) feet from the ground. It is recognized that certain lots or portions thereof may be adjacent to and abut properties not compromising a part of Cornerstone and the owners of such lots may place fences, walls, or hedges on that portion of their lots which are adjacent to or abut non-Cornerstone properties at a height higher than six (6) feet so long as the said fences, walls, or hedges do not detract from or otherwise impair the overall beauty and attractiveness of Cornerstone. Should a hedge, shrub, or flower or other planting be so placed, or afterward grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property. No decorative type fencing or column may be placed on any of the said lots or parcels between the front property line and the house setback line, without written approval of Declarant. Chain-link fences of all kinds are prohibited. If wood privacy fencing is desired, only a "Good Neighbor" fence is allowed. (See attached pages for specific detail requirements).

Section 20. Each lot or parcel owner, will maintain the appearance of his lot or parcel in a high quality condition. The grass, flowers and shrubbery must be kept in an orderly fashion. No trees of six inch (6") diameter or more or flowering trees such as dogwood, redbud, etc., of any size may be cut without the consent of Declarant. Until a residence is built on a sold lot, Declarant at his option and sole discretion may mow the subject lot or parcel and have dead trees and debris removed therefrom, and the owner of such lot shall be obligated to reimburse Declarant for the costs of such work should he refuse or neglect to comply with required upkeep thereof. No trash, garbage, ashes, refuse, or other waste shall be thrown or dumped on any vacant lot in the subdivision.

Section 21. No plants, shrubs, bushes, trees or other type greenery shall be planted on any lot or parcel at the intersection of the streets or otherwise cause hazardous traffic conditions; and no planting of the above nature or kind shall be permitted on any lot which obstructs visibility and causes hazardous traffic conditions.

Section 22. Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such lots. This requirement applies to all lots before and after a home is built on the lot. Should a hedge, shrub, tree, flower or other planting grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property.

Section 23. There shall be no continuous planting in excess of two and one-half feet (2 1/2') high along property lines or other direct lines between the front of any residence located on any lot or parcel and the front property line.

Section 24. Landscaping of a lot must be completed within one hundred twenty (120) days after the date on which the main structure is 95% complete. All front yards must receive solid sod.

Section 25. Building materials of every kind or character being used in connection with the construction of improvements shall be placed and stored within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the edge of the street pavement and the property line. Such building materials shall not be placed or stored upon the subject lot prior to the commencement of construction for an unreasonable period of time.

Section 26. No signs, billboards, posters or advertising devices of any character shall be erected, installed or placed on any of said lots or parcels for any purpose at any time, without the written approval of Declarant with the exception of one "For Sale" sign which shall be no greater in size than 8 square feet in area and one name and/or number plate not exceeding 120 square inches in area.

Section 27. There shall be no more than three (3) basic wall materials used on the front of any residence constructed on any lot or parcel, unless prior written approval has been obtained from Declarant.

Section 28. Inoperative vehicles shall not be kept on any of the lots in the subdivision. All collectable vehicles, utility trailers, boats, or any type recreational vehicle or any junk of any kind or character shall be hidden by fences.

Section 29. No firearms, archery equipment or other devices of a similar nature which may be classified as weapons shall be operated or used on any lots in this subdivision.

Section 30. Not more than three (3) colors may be used on the front of any residence constructed on any of the said lots or parcels and said colors should be so applied so that the balance of continuity and design for the area is maintained. At his option, the Declarant reserves the right to review and approve exterior color schemes.

Section 31. No mechanical equipment, such as filter systems for swimming pools, cooling towers or similar type equipment except air conditioning compressors shall be located so as to be visible from the street.

Section 32. Water runoff for each individual building site must be handled by adequately sloping areas so that runoff is directed to the natural drainage areas or to storm drainage facilities. No structure or improvements can alter the natural drainage of the site to the degree that it negatively impacts the surrounding homesites or existing mature trees.

Section 33. All rights, duties, and obligations granted to and imposed upon Declarant under the terms of this Article and under the terms of this Declaration shall be transferred, assigned, and conveyed to the Cornerstone Property Owners Association once all of the lots comprising Cornerstone have been conveyed by Declarant to third parties. Such rights, duties and obligations may be transferred, assigned, and conveyed to the association prior to such time upon the mutual consent of Declarant and the association.

Section 34. The undersigned and/or their heirs, successors or assigns and affiliated companies assume no responsibility or liability for accidents, illness, drowning or any damages of any kind or character occurring on property belonging to the undersigned and/or their heirs, successors or assigns and affiliated companies in the general area of Rankin County known as "Cornerstone".

## ARTICLE VIII.

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations of this Declaration. Failure by the Declarant, association, or any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right so to do thereafter.

Section 2. The provisions of this Declaration shall be liberally construed and interpreted at all times in such a way as to effectuate the purposes of the Declaration in creating and carrying out a uniform plan for the development of the property.

Section 3. Attorney's Fee. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provisions hereof by reference to otherwise, the prevailing party or parties shall also be entitled to an award of reasonable attorney's fees, in such amount as may be fixed by the Court in such proceeding.

Section 4. Declarant Held Harmless. Each and every owner and occupant of any portion of the property shall and does, by accepting title to its interest in the property, agree to indemnify, defend, and hold harmless Declarant, his agents, employees and successors, against and from all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation and/or maintenance of the improvements on the portion of the property occupied by, owned by or under the control of such owner or occupant, the use and/or possession of such portion of the property, and the conduct of business in any other activities by such owner or occupant or his guests or invitees on any portion of the property.

Section 5. Nuisances. Obnoxious or offensive activity shall not be carried on upon any lot or parcel, nor shall anything be done thereon which may be, or become, an annoyance or nuisance in the neighborhood.

Section 6. Prohibition as to Animals. No animal shall be permitted to remain in Cornerstone except dogs and cats. The entire Cornerstone area must be kept clean and odorless. No fowl shall be allowed thereon except birds, which are caged as inside pets. All pets shall be kept on owner's property and not allowed to molest domestic servants, postal carriers, yard workers, passersby, or other individuals. Dog pins shall be provided in a remote and inconspicuous area of a lot or parcel for the keeping of that lot or parcel owner's dog or dogs which are not inside pets.

Section 7. Clothes Lines. No outside clotheslines or other outside clothes drying or airing facilities shall be allowed.

Section 8. Amendment of Covenants. These covenants may be amended by the Developer at any time so long as Developer continues to own at least one-half (½) of the numbered lots in the subdivision covered by these covenants. From and after such time as Developer owns fewer than one-half (½) of the numbered residential lots of the subdivision, these covenants may be amended by agreement of the owners of not less than seventy-five percent (75%) of all of the numbered residential lots of the subdivision subject to these covenants. Any such amendment shall be made in writing duly subscribed by the party or parties authorized to make the amendment, properly acknowledged, and recorded in the deed records of Rankin County, Mississippi. The covenants and restrictions herein contained are to run with the land and shall be binding on all parties, persons, entities claiming under them for an initial period of twenty-five (25) years from the date these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless and until an instrument of amendment signed by the owner or owners of seventy-five percent (75%) of the above described lots or parcels have been recorded in the public records revoking, modifying or amending said covenants and restriction. The right of amendment set forth herein is expressly made subject to those particular reservations contained in this Declaration which afford Declarant the right of written approval before amendment, modification, revocation or other alteration of this Declaration, or any



supplements hereto, can be made.

Section 9. Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulations pertaining to the ownership, occupation or use of any property within Cornerstone is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has herein to set its hand and seal on this the 8<sup>th</sup> day of May, 2000.

ATTEST:

R & S, DEVELOPERS, LLC

BY: *Konnie Garner*  
Manager

STATE OF MISSISSIPPI

COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named *Konnie Garner*, who acknowledged that he is the Manager of R & S Developers, LLC, a Mississippi Limited Liability Company and that in said representative capacity he executed the above and foregoing instrument, after having been duly authorized so to do.

GIVEN under my hand and official seal of office, this the *8<sup>th</sup>* day of May, 2000.

MURPHY ADKINS  
RANKIN CO. CHANCERY CLK.  
By: *L. Mease*, D.C.  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires Jan. 5, 2004

EXHIBIT "A"

DESCRIPTION OF CORNERSTONE, A SUBDIVISION

APR 24 '00 14:04

288 P02

6019927099 COPPER SCULPTURES

TO ORDER, CONTACT:  
COPPER SCULPTURES, INC.  
5230 HWY 25  
BRANDON, MS 39047  
(601) 992-9955 (M-F / 8:00-5:00)

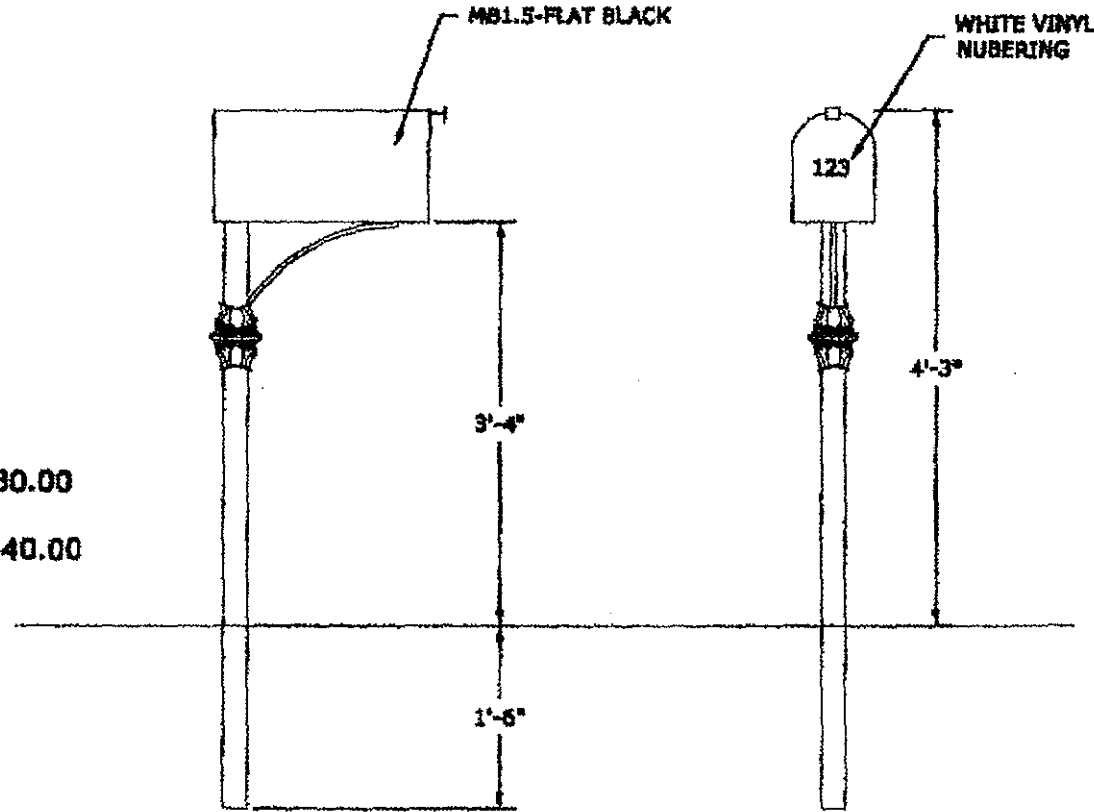
\*LOCATED APPROX. 3 MILES EAST  
OF AIRPORT RD. ON LAKELAND DR.  
NEXT DOOR TO LAKESIDE MOULDING

PLEASE ALLOW 3-4 WEEKS FOR FABRICATION

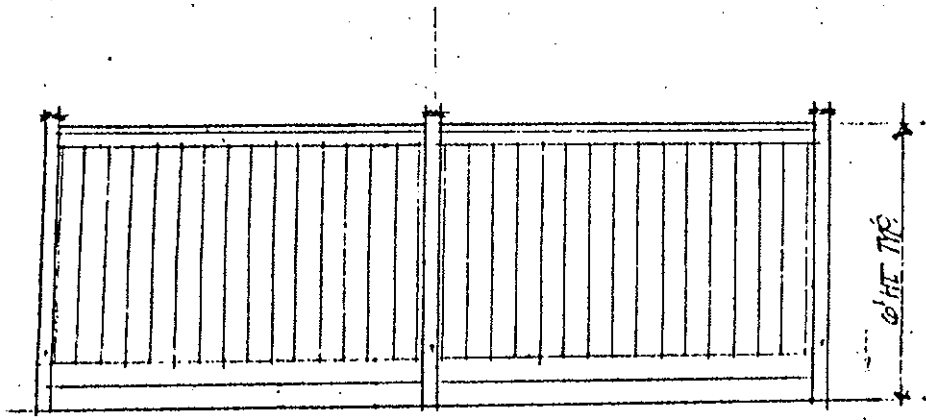
### CORNERSTONE

R & S DEVELOPERS  
RONNIE & SIGRID GARNER  
120 BAKER LANE  
BRANDON, MS 39047  
PH 829-3630 FAX 829-3624

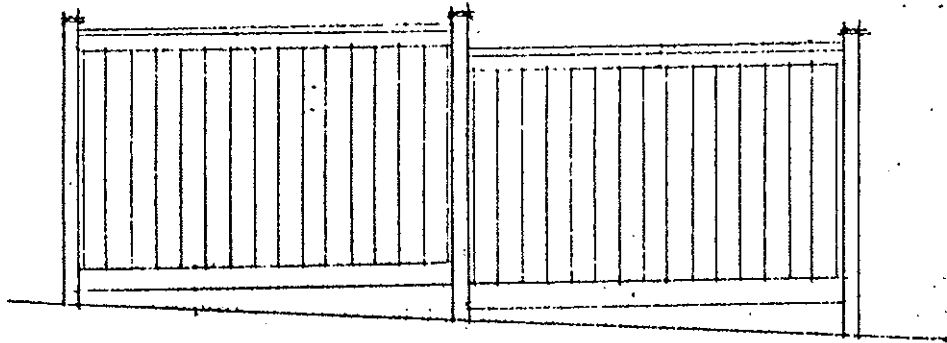
POST-FLAT BLACK  
MB1.5-FLAT BLACK \$ 130.00  
INSTALLATION  
(OPTIONAL) \$ 40.00



COPPER SCULPTURES INC.			
NO. 001	GLENY WYCKE		
DATE	TIME	DATE	TIME
07/28/00	11:15 AM		

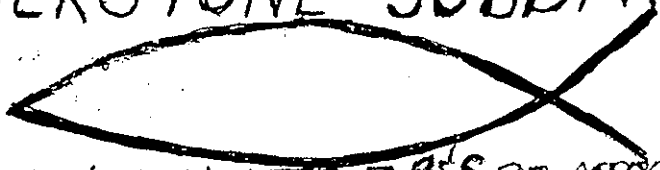


TYP. ELEV.

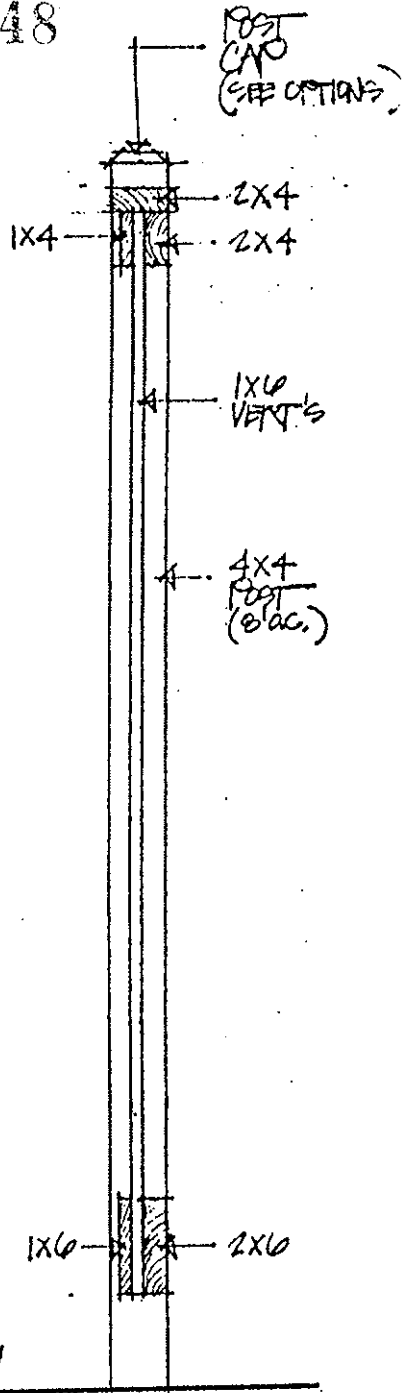


FENCE TO STEP WITH SLOPE

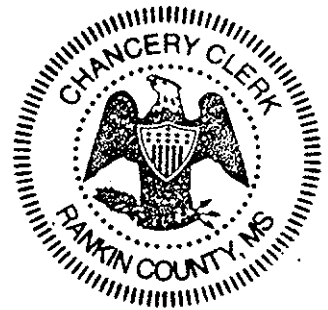
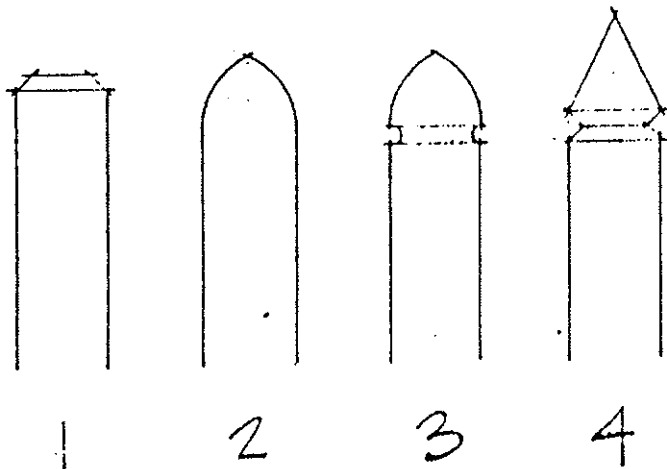
TYP. GOOD NEIGHBOR FENCE MINIMUM REQUIREMENTS CORNERSTONE SUBDIVISION



(ALTERNATES MAY BE SUBMITTED TO RES FOR APPROVAL)



SECTION



POST GAP OPTIONS

R-B Developers will pick-up

RANKIN COUNTY MS THIS INSTRUMENT WAS FILED FOR RECORD

2000 5-8 AMB:05 IN B 910 P.330 MURPHY ADKINS, CHY. CLK. BY [Signature] D.C.

**Indexing Instructions: Lots 1-52, Cornerstone Subdivision, Phase One, Part One.**

**AMENDMENT TO PROTECTIVE COVENANTS**  
**CORNERSTONE SUBDIVISION, PHASE ONE, PART ONE**

BE IT REMEMBERED that the undersigned Developer is the owner of at least 50% of the remaining lots in CORNERSTONE SUBDIVISION, a subdivision according to map or plat thereof which is on file and of record in the office of Chancery Clerk of Rankin County, Mississippi, in Cabinet C at Slots 195 and 196, do hereby execute this amendment to those PROTECTIVE COVENANTS, recorded and filed in the Chancery Clerk of Rankin County, Mississippi in Deed Book 910, Page 330.

IT IS THE INTENT OF THIS AMENDMENT TO HEREBY CHANGE PAGE FIVE (5), ARTICLE FIVE (5), PARAGRAPH SIX (6) TO READ AS FOLLOWS:

“Until January 1, 2001, the initial assessment applicable to any lot shall be \$50.00 per calendar quarter, adjusted pro rata for the length of time remaining in that calendar quarter after the date of the conveyance. After January 1, 2001, the annual assessment will be \$50.00 per calendar quarter, subject to change by the Board of Directors of the association. The Board of Directors of the Association may fix subsequent assessments at regular or special call meetings of the Association membership.”

The undersigned developer, by signing this amendment, corrects a typographical error on Page Five, Article Five, Paragraph Six of Cornerstone Subdivision’s Declaration of Covenants and Restrictions.

**IN ALL OTHER RESPECTS SAID PROTECTIVE COVENANTS SHALL  
REMAIN IN FULL FORCE AND EFFECT.**

Witness my signature, this the 6<sup>th</sup> day of September, 2000.

R & S DEVELOPERS, LLC

By:   
 RONNIE GARNER, MANAGER

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6<sup>th</sup> day of September, 2000, within my jurisdiction, the within named RONNIE GARNER, who acknowledged that he is Manager of R & S DEVELOPERS, LLC, a Mississippi Limited Liability Company, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My commission expires:

My Commission Expires February 17, 2001

*[Signature]*  
NOTARY PUBLIC

Prepared by:

David L. Morrow, Jr.  
**Morrow Law Firm, PLLC**  
200 East Government Street, Suite 100  
Post Office Box 148  
Brandon, Mississippi 39043-0148  
Telephone: (601) 824-5040  
Facsimile: (601) 824-9060  
Ms. Bar # 99212



RANKIN COUNTY MS  
THIS INSTRUMENT  
WAS FILED FOR  
RECORD  
2000 9-6 AM 4:00  
IN B 922 P 204  
MURPHY ADKINS, CHY. CLK.  
BY Romyers D.C.

Return to:  
R + S. Developers, LLC  
120 Baker Lane  
Brandon MS 39047

Indexing Instructions: Lots 53-80, Cornerstone Subdivision, Phase One, Part Two

**CORNERSTONE SUBDIVISION**

**R & S DEVELOPERS, LLC**  
120 Baker Lane  
Brandon, Mississippi 39047-8876  
(601) 829-3630

DECLARATION OF COVENANTS AND RESTRICTIONS OF  
CORNERSTONE SUBDIVISION  
BRANDON, RANKIN COUNTY, MISSISSIPPI  
PHASE ONE, PART TWO

THIS DECLARATION made and executed on this the 9<sup>th</sup> day of October, 2002, by R & S Developers, LLC, a Mississippi Limited Liability Company organized and existing under the laws of the State of Mississippi (which company is referred to herein at times as the "Declarant");

WITNESSETH as follows, to-wit:

WHEREAS, the Declarant is the owner of certain real property located in the City of Brandon, Rankin County, Mississippi, being more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Declarant wish to create and carry out an orderly and uniform plan of development for the above referenced property, and hereinafter referred to at times as "Cornerstone" to subdivide, sell and/or lease said properties for various lawful uses; and

WHEREAS, the Declarant desires that each time said properties are sold or leased that all improvements erected thereon, whether by Declarant or any other owner, shall comply with the protective covenants contained herein and any other covenants which might be imposed in the future, in accordance with the terms hereof, on any portion of the properties covered herein and any properties which might later be included through expansion as hereinafter provided; and

WHEREAS, the purpose of such covenants and restrictions is to enhance the charm and beauty of the surroundings, to insure the property development and use of each building site within said property, to protect the owner or occupant, present or future, of each such site against improper development and use of other sites as will depreciate the value of his or her site; to prevent the erection on said property of structures built of unsuitable design or improper materials; to prevent haphazard or inharmonious improvements; to secure and maintain sufficient set-backs from streets and maintain adequate free spaces between structures; to provide for maintenance and upkeep of the private street or streets running through said properties; and, in general, to provide for a high quality of improvement on said property in accordance with the sensible and orderly development plans; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said Cornerstone, to create an association which can and shall be delegated and assigned the powers and duties of maintaining and administering the private street or streets running through said property and any other common areas which may be designated as such and to administer and enforce the hereinafter set forth covenants and restrictions and to collect and disburse the charges an assessments hereinafter specified; and

WHEREAS, the Declarant has caused to be formed (or shortly will cause to be formed), under the laws of the State of Mississippi, a non-profit and non-share corporation named "Cornerstone Subdivision Homeowners Association, Inc." which corporation shall have as its purpose the carrying out of the powers and duties mentioned herein and such other powers and duties related to the subject properties as may be specified in that corporation's Bylaws; and

WHEREAS, in order to facilitate compliance with the provisions, letter, spirit and intent of this Declaration, Declarant desires that each property owner within Cornerstone, and any future expansions made in accordance with the provisions herein, be a member of Cornerstone Subdivision Homeowners Association, Inc., and that the Bylaws of said corporation shall be deemed to be adopted by Declarant as sole owner of the properties described herein and all future owners shall be bound thereby.



NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land described herein and shall be a benefit and a burden to Declarant, its successors and assigns, and to any person acquiring or owning an interest in the subject real property and improvements, their Grantees, successors, heirs, executors, administrators, devisees, and assigns.

#### ARTICLE I.

Section 1. Definitions. The words and phrases set out below, when used in this Declaration, shall have the following meanings, respectively, to-wit:

A. "Property", "Properties", or "Cornerstone" shall mean or refer to that certain real property hereinbefore described and such additions thereto as may be hereinafter bought within the jurisdiction of this Declaration or the association as hereinafter provided.

B. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any parcel which is part of the properties.

C. "Association" shall mean and refer to the Cornerstone Subdivision Homeowners Association, Inc., a non-profit corporation, organized under the laws of the State of Mississippi, its successors and assigns. This association is not organized for profit and no part of the net earnings or losses shall inure to the benefit or burden of any member or any individual. The sole purpose of the association is to promote the common good of all owners and occupants of Cornerstone and as the same may be lawfully expanded and to contribute to the long-range good of the City of Brandon, Rankin County, Mississippi, and the surrounding area.

D. "Board of Directors" shall mean and refer to that group consisting of three members initially who need not necessarily be owners and later consisting of three members who shall be owners or agents of owners, who shall be elected as provided for in the association bylaws and shall have the responsibility of administering the affairs of the association. No Director shall be personally liable for any action, theft and fraud excepted, taken in good faith to carry out the purposes of the association.

E. "Declarant" shall mean R & S Developers, LLC its successors or assigns.

F. "Developer" shall mean R & S Developers, LLC its successors or assigns.

G. "Member" shall mean and refer to those who are members of the association.

H. "Private Street" or "Private Streets" or "Common Property" shall refer to that property more particularly described in Exhibit "B" attached hereto and incorporated herein by reference and to such other properties as may be added thereto by amendment to this Declaration. The maintenance and upkeep of the private streets and common property shall be borne by and shall be the responsibility of the members of the association as provided for hereinafter.

I. "Covenants and Restrictions" shall mean and include all covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges and liens set forth in this Declaration.

J. "Declaration" shall mean and include this instrument and all amendments hereto, plus all supplementary declarations and amendments thereto executed in accordance with the provisions hereof.

K. "Bylaws" shall mean and include the Bylaws of the association and all amendments thereto.

L. "Assessment" shall mean the share allocated to a Lot or to the Home Owners' Association. Such share to consists of annual assessments, special assessments, and expenses, costs, charges and other amounts incurred with respect to either such Lot or the satisfaction,

discharge or compliance with any obligations or duties of the Owners of such Lot as specified in this Declaration.

M. "Streets" shall mean the streets, roads, parking areas, curbs and sidewalks as shown on the Plat for any area within Cornerstone. Notwithstanding the designation of sidewalks as part of the streets, each owner may be required to construct a sidewalk on his lot, subject to the specifications established by the Cornerstone Home Owners' Association.

## ARTICLE II.

### PROPERTIES INCLUDED AND EXPANSION PROPERTIES

Section 1. Property Subject to Declaration. The real property which is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the City of Brandon, Rankin County, Mississippi, and is more particularly described as Lots 53-80, Cornerstone Subdivision, Phase One, Part Two, whose plat is filed in the offices of the Chancery Clerk in Brandon, Mississippi in Plat Cabinet C at Slot 352.

Section 2. Expansion Part Property. Declarant may, at some future time, expand Cornerstone in increments or parts, the exact size and configuration of which shall be within the sole discretion of Declarant or its successors in title. In connection with such expansion, Declarant does herewith expressly desire to provide for the imposition upon such future expansion of mutually beneficial restrictions and covenants for the benefit of all owners in Cornerstone, including those in expanded areas, and their then and future owners, and to provide for the reciprocal restrictions and easements among and for the benefit of all of Cornerstone Owners to the extent that the project is expanded.

It is herewith provided that Declarant, or any other person with the written consent of Declarant, shall have the right to annex to the property described in the attached Exhibit "A", any additional contiguous or non-contiguous real property now or heretofore owned by the Declarant and any such annexation or expansion shall have the effect of making the annexed or expanded property part of the Property (as herein defined) and extending the scheme of the within covenants and restrictions to such annexed or expanded property.

Any annexations or expansions of additional real property to the Property described in Exhibit "A" shall be made by recording a Supplementary Declaration of Covenants and Restrictions in the land records in the office of the Chancery Clerk of Rankin County, Mississippi, which Supplementary Declaration shall, by declaration therein, extend the scheme of the within covenants and restrictions to the annexed additional property therein described. Such Supplementary Declaration shall be executed by the person who owns the fee simple title to the additional property being annexed, and if such person is other than the Declarant, shall be executed also by the Declarant. Such Supplementary Declaration may contain, with respect to the additional property annexed thereby, whatever complimentary additions and modifications to the covenants and restrictions set forth herein as may be appropriate to reflect the different character or use, if any, of the annexed additional property, provided, however, that in no event shall such addition or modification be substantially inconsistent with the provisions of this Declaration.

The right of expansion as herein above set forth is expressly reserved by Declarant, its successors and assigns, as an integral part of the Cornerstone development and this Declaration, and this right may not be revoked, modified, amended, or otherwise altered, by the Association, or the members thereof, notwithstanding any language contained in this Declaration, or an supplement hereto, relative to amendment or modification, without the express written approval of the Declarant. It is the purpose of this Provision to insure that nothing contained in this Declaration will allow the right of expansion reserved herein to Declarant to be infringed upon or otherwise affected without the written approval of Declarant.

## ARTICLE III.

COVENANT OF COMPLIANCE BY OWNERS

Section 1. Covenant to Comply. Every person, persons or entity who accepts a deed to a parcel in Cornerstone, covenants whether or not it shall be so expressed in the deed of conveyance, that he will faithfully comply with and abide by the letter and spirit of the provisions of this Declaration and the Bylaws and Rules and Regulations of the association as same may be constituted and as they may be lawfully amended from time-to-time.

## ARTICLE IV.

CORNERSTONE HOME OWNERS' ASSOCIATION

Section 1. Membership. Each owner in the Cornerstone Subdivision, regardless of which phase or part, shall be a member of the Cornerstone Home Owners' Association, and this membership shall be inseparable or appurtenant to and shall pass with the title to each parcel of property. It is the express intent of this declaration that there be only one (1) homeowners association for the Cornerstone Subdivision, no matter which phase or part. Parcels with multiple ownership shall be entitled to one membership in the association and one of the owners of such parcel shall be designated in writing by the co-owners as their respective representative in matters pertaining to the association.

Section 2. Voting Rights. Every member of the association shall have one vote for the election of all officers. For all other matters and purposes of the association, every member shall have one vote for each lot which that member owns. If the fee title to a particular lot is owned of record by more than one person, the vote appurtenant to such lot may be exercised by only one of the fee owners thereof as designated in writing by the other co-owners of the subject lot or lots.

Section 3. Delegation of Membership and Voting Rights. Any owner may delegate or assign his voting rights to any tenant in possession of owner's lot upon such terms and conditions as they themselves may agree upon, and upon written notice to the Board of Directors of the association, and such tenant shall be deemed to be a member of the association in the place of the owner for the period of the assignment. Nothing herein contained, however, shall relieve the owner of his responsibility for any assessment due the association or for any other responsibilities and obligations which owner might have under the terms of this Declaration and under the Bylaws, Rules and Regulations of the association.

Section 4. Absentee Owners. Permanent absentee owners shall designate an individual (adult) as their agent or attorney-in-fact to represent them in all matters concerning the association or enforcement of this Declaration. Such agent or attorney-in-fact may, at the option of the owner, be a tenant in possession of owner's lot.

## ARTICLE V.

COVENANT FOR ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each parcel which it owns within the properties, hereby covenants and each owner of any other parcel or lot of the property by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association the following:

(1)Assessments. Each lot owner, excluding Developer, is deemed to covenant and agree to pay to the Cornerstone Home Owners' Association (a) a quarterly assessment in the amounts described hereinafter and (b) special assessments for capital improvements at such times and in such amounts as may be required and as hereinafter provided. The quarterly and special assessments, together with interest at the rate of ten percent (10%) per annum, costs, and reasonable attorneys' fees (the "assessment debt") shall be a personal indebtedness and obligation

of the owner of each lot at the time when the assessment becomes due and payable, and the assessment debt shall also be a charge upon the lot or lots and a continuing lien upon the real property against which the assessment is made, until the total assessment debt therefor is paid. All obligations for delinquent assessment debts shall pass to and be assumed automatically by successors in title to the lot for which the assessment is made, by virtue of the successor's acceptance of a conveyance of that lot, but such assumption by the successor or successors shall not relieve the prior owner or owners of their continuing personal obligations for those debts and they and the successors shall be jointly and severally liable for the amount of the assessment debts, until the same be paid in full. The quarterly and special assessments levied by the Cornerstone Home Owners' Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the subdivision, and for the improvement and maintenance of the streets and common areas of the subdivision, as shall be determined and directed by the Association.

(2) Date of commencement of quarterly assessments and due dates thereof. The quarterly assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the streets and common areas to the Association or upon completion of the first home in the subdivision. The first quarterly assessment shall be adjusted on a pro rata basis according to the number of months remaining in that calendar quarter. The quarterly assessment against each lot will be fixed between January 1 and January 15, inclusive, of each year, and written notice thereof shall be mailed or delivered to each owner subject thereto forthwith. The assessment will be due and payable immediately upon receipt of notice and shall be deemed to be in arrears if not paid on or before the last day of the first month of the respective calendar quarter (i.e. January 31, April 30, July 31, October 31).

(3) Special assessments for capital improvements. In addition to the quarterly assessments, the Association may levy, in any assessment period, a special assessment applicable to that assessment period, or spread out over several assessment periods for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon one or more of the streets or common areas, including fixtures and personal property related thereto, provided, however, that any such special assessment shall first have the assent of two-thirds of the votes of the members other than Developer who are voting in person or by proxy at a meeting duly called for that purpose, and also the assent of Developer at that meeting.

(4) Conduct of meetings of the Association relating to assessments. Written notice of any meeting of the membership of the Association called for the purpose of fixing the amount of a quarterly assessment, or of modifying either of those actions, shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of the votes held by members other than Developer, together with Developer, shall constitute a quorum. If the required quorum is not then present, a recessed meeting may be called subject to the same notice requirements, and the required quorum at the recessed meeting shall be one-half of the required quorum for the original meeting. No such recessed meeting with a reduced quorum shall be held more than sixty days following the original meeting called for that purpose.

(5) Uniform rate of assessment. Both quarterly and special assessments must be fixed at a uniform rate for all lots and shall be collected on a quarterly basis as set forth herein, with the exception of assessments on Lots owned by Declarant, which is set forth in Section 10 below.

(6) Quarterly assessment. Until January 1, 2003, the initial assessment applicable to any lot shall be \$50.00 per calendar quarter, adjusted pro rata for the length of time remaining in that calendar quarter after the date of the conveyance. The Board of Directors of the Association may fix subsequent assessments at regular or special call meetings of the Association membership.

Section 3. Purpose of Assessments. The assessments levied by the association shall be used exclusively to promote the health, safety and welfare of the owners and occupants of Cornerstone to defray all costs incurred in property caring for and maintaining Cornerstone a

prestigious development; and to accomplish the intent of this Declaration. The assessments provided herein shall include, but not be limited to the costs of providing materials and services to accomplish the following:

- A. Maintaining, replacing and repairing the streets, roadways, sidewalks, and open areas within the property.
- B. Maintaining the landscaping at the entrance to Cornerstone.
- C. Maintaining the appearance of entrance markers, gates, identification signs, and street markers in a good state of repair.
- D. General policing of Cornerstone on a regular basis to remove bottles, cans, trash or debris discarded by the public along the streets or roadways.
- E. Maintaining utilities, drainage ditches, and other services which are to be provided by the association.
- F. Paying the costs of insurance premiums on any insurance which the association carries.
- G. Paying all ad valorem taxes and other taxes and fees which may accrue to the association.
- H. Paying all necessary and reasonable costs of administration, management, legal and accounting services connected with association, including, the payment of a reasonable fee to any management agent designated by the association.
- I. Provide such other services as the association may deem to be in the best interest of the development and the members of the association.

The Cornerstone Home Owners' Association is not organized for profit and no part of the net earning shall inure to the benefit of any member, any director of the association, any officer of the association or any other individual.

Section 4. Assessments Are Not Dues. All assessments herein provided are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the Association.

Section 5. Changes in Assessment. After January 1, 2003, the Board of Directors of the association may, after consideration of the then current costs of providing services herein above enumerated, increase the initial or quarterly assessments to cover the actual costs of such services. The Board of Directors of the association may also, after consideration of the then current maintenance costs and future needs of the association, fix the regular quarterly assessment and initial assessment for any subsequent quarter or quarters at a lesser amount.

Section 6. Notice and Quorum for Action on Assessments. Written notice of any hearing called for the purpose of taking action on any assessment provided herein (including special assessments and changes in quarterly and initial assessments) shall be sent to all members of the association by certified mail, not less than five (5) days nor more than thirty (30) days, in advance of the meeting. At least sixty percent (60%) of the owners or proxies of owners must be present at such meeting in order to constitute a quorum. If the required is not present, another meeting may be called subject to the same notice requirement and the required quorum at this subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. In addition, written notice of the regular quarterly assessment provided herein shall be sent to every owner subject thereto.

Section 7. Assessments for Street Maintenance Must Be Maintained. No provision contained herein above or in any part of this Declaration or in any supplements hereto, shall excuse or otherwise negate the association's responsibility for the proper upkeep and maintenance of the streets and roads of Cornerstone. Notwithstanding anything contained herein to the contrary, the association and the members thereof may not amend, revoke, modify or otherwise alter any portion of this Declaration or any supplements hereto in any manner which relieve the association of its responsibilities and duties hereunder for street maintenance and upkeep and the collection of assessments necessary to defray the costs thereof, without the express written consent of the Declarant. It is the purpose of this provision to provide assurance and protection to the Declarant that the streets of Cornerstone will be properly and safely maintained and that the responsibilities for such maintenance and the cost thereof will be borne

as provided herein by the association and that such responsibility will not be amended, modified, revoked or otherwise altered without the written consent of the Declarant.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon from the due date at the rate of ten percent (10%) per annum. After ten (10) days written notice of the delinquent assessment is given to the owner, the association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot or parcel of property, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as debt or to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the association in a like manner on a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the association and shall be for the benefit of all other lot or parcel owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his parcel or property. In any event, reasonable attorney's fee of not less than twenty percent (20%) of the sum owed, and reasonable costs of collection, shall be added to the amount of each delinquent assessment.

Section 9. Subordination of Lien to Mortgages. The lien upon any lot or parcel provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first mortgage on such lot or parcel made in good faith and for value received and the lien hereunder shall in no way effect the rights of the holder of any such first mortgage. Sale or transfer of any property shall not effect the assessment lien. However, the sale or transfer of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such property from liability for an assessment thereafter becoming due or from the lien thereof. Such foreclosure, deed, assignment or other proceeding arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure or the transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of such maintenance assessments, which lien, if to be assertive as to any such assessments thereafter becoming due, shall have the same effect and be enforced in the same manner as provided herein.

Section 10. Assessment of Declarant. Any regular or special assessments upon any lot or lots owned by Declarant shall be in an amount equal to twenty-five percent (25%) of the assessment of the other lots owned by owners. This provision shall apply only so long as said lots are owned by Declarant.

Section 11. Ad Valorem Property Taxes.

- A. Each owner shall be responsible for his own ad valorem taxes.
- B. The association shall be responsible for the payment of ad valorem taxes on all lots, parcels, streets, or common areas to which the association may hereinafter take fee title.

Section 12. Management Agent. The Board of Directors of the association may employ for the association a management agent or manager (hereinafter called the "Management Agent") at a rate of compensation established by the Board of Directors, for which Management Agent shall perform such duties and services as the Board of Directors from time-to-time authorize. These duties and services of the Management Agent may include, without limitation, the power and authority to do the following:

- A. To collect the initial, annual and special assessments and to provide for the enforcement of liens and securing same in any manner consistent with law and within the provisions of this Declaration.
- B. To deposit all assessment collections in a common expense fund with a banking institution and to make payments from such fund for the benefit of the association and in keeping with the intentions and responsibilities herein set forth, all of which shall be subject to

the authorization and approval of the Association, to which the Management Agent shall at all times be accountable.

C. To provide for the care, upkeep, maintenance and surveillance of the streets, sidewalks and any other common areas.

D. To select, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the streets, sidewalks, and common areas.

E. To promulgate, with the approval and confirmation of the Board of Directors and to enforce such rules and regulations and such restrictions, requirements, and the like as may be deemed proper, respecting the use and care of the streets, sidewalks and common areas.

F. To provide such other services for the association as may be consistent with the law and with the provisions of this Declaration.

Section 13. Limitation of Liability. The association shall not be liable for any failure of any service to be furnished by the association or paid for out of the common expense fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from the streets, sidewalks or any common areas or from any pipe, drain, conduit or the like. The association shall not be liable to any member for loss or damage to any articles, by theft or otherwise, which may be left or stored upon any common areas. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvement to the streets, sidewalks or common areas, or from any action taken by the association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any county or governmental authority.

## ARTICLE VI.

### EASEMENT RIGHTS

Section 1. Reservation of Easement Rights by the Declarant. In connection with the development of Cornerstone, the Declarant shall convey non-exclusive easements and rights-of-way (and reserve unto itself and its designees certain non-exclusive easements and rights-of-way) in, through, over and across portions of the properties comprising Cornerstone for the purpose of installing, constructing maintaining, reconstructing and repairing sewer lines, water lines, electrical cables telephone cables, gas lines, storm drains, drainage ditches, television cables and underground conduits and appurtenant to any of same, and for all other purposes reasonable related to the completion of construction and the provision of utility services, whether public or private, to the Cornerstone development. Any and all instruments of conveyance made by the Declarant to any individual or other entity with respect to any of the subject property shall be conclusively deemed to incorporate the conveyance of such easements or the reservation thereof, whether or not specifically set forth in such instruments.

It is the intention of Declarant to convey easements to the proper authorities and entities for the installation, construction, maintenance, reconstruction and repair of sewer lines, water lines, electrical cables, telephone cables and underground conduits, and appurtenance to any of same in the initial stages of development of Cornerstone. Notwithstanding anything contained herein to the contrary, however, it is the intention of the Declarant through the above reservation to insure that any additional easements, licenses and rights-of-way for the purposes set forth herein above which may be required for the orderly maintenance, preservation and enjoyment of Cornerstone development be protected and insured to the extent allowable by law. It is the further purpose of this reservation to provide for the preservation of the health, safety, convenience and welfare of all the owners of the lots and parcels of land of Cornerstone.

Section 2. Street Easement. In connection with the development of Cornerstone, Declarant shall convey a non-exclusive easement for ingress, egress and regress to all members of the association in, through, over and across the streets of Cornerstone. All such streets and all

walkways, roadways, sidewalks and the like, are expressly made subject to a non-exclusive easement for ingress, egress and regress for the benefit of all members of the association, the Declarant, their respective heirs, personal representatives and assigns and all other persons claiming under any of them.

Section 3. Reservation in Deeds. Declarant may make other reservations and restrictions applicable to each lot by appropriate provision in the deed conveying said lot, and such reservations and restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

Section 4. Public Dedication of Streets or Other Properties. The streets, roads, or any portion thereof, and any other common properties of Cornerstone may be dedicated and transferred to any public or municipal agency, authorities, or utility for any purpose consistent with the Declaration and subject to such conditions as may be agreed upon by the members and Declarant; provided, however, that no such dedication or transfer or determination as to purpose or as to conditions, shall be effective unless seventy-five percent (75%) of the members of the association consent thereto and, furthermore unless written consent to such dedication, transfer, purpose and conditions be obtained from Declarant. In the event that a public dedication is made, it shall be required that all private streets will meet applicable city requirements before acceptance by the City of Brandon or Rankin County, Mississippi. This right of written approval is expressly reserved by and in Declarant, and this Declaration, or any supplements hereto, may not be amended, revoked, modified, or otherwise altered so as to infringe upon or negate this right.

Section 5. Private Streets. The Streets shall be private streets owned by the Association. At some time after the plats of the subdivision are filed for record, the Declarant shall convey to the Association all right, title and interest in and to the Streets. Notwithstanding such conveyance, the Declarant shall be responsible for the construction of the Streets. The Streets will be constructed in accordance with generally acceptable standards for construction in residential neighborhoods in Rankin County, Mississippi. Prior to the final overlay of the surface or wearing course, the Declarant shall be responsible for the repair and maintenance of the Streets. After completion of construction on a substantial number of the dwellings in a particular area or on a particular Street, the Declarant shall cause the construction of such Street to be completed by overlaying of the surface or wearing course of the pavement. The determination of such final construction shall be solely in the discretion of the Declarant. Upon completion of the overlay of the surface or wearing course, all responsibility for the repair and maintenance of such Street shall be assumed by the Association.

Section 6. Gates. At such time as the Declarant in its discretion determines, the Declarant shall install a gate on the main entrance to the subdivision. The gate shall be of a type or style which Owners can open or close by use of a card or other device or mechanism. The Declarant shall provide a card or other applicable opening device to any public agencies, such as police, fire, utilities, etc. So long as the Declarant continues to own land or lots in the subdivision, the Declarant shall control the operation of the gates and shall establish the hours during which the gates shall remain open or be locked. As such times as the Declarant no longer owns land or Lots, or sooner if the Declarant desires, control of the gates shall be transferred to the Association. Notwithstanding the installation of gates or the implementation of rules or procedures governing the opening, closing and locking of the gates, the Declarant makes no representation or warranty concerning any matter of security or safety of the Property. By acceptance of a deed or other conveyance of a Lot, each Owner releases the Declarant from any claim, damage or liability arising from or related to the operation of or timing of the opening, closing and locking of the gates.

## ARTICLE VII.

### BUILDING REQUIREMENTS, ARCHITECTURAL AND LANDSCAPE CONTROLS AND REQUIREMENTS

Section 1. The purpose of this Article is to prevent the erection of structures built of



improper design and/or materials, to encourage the erection of attractive improvements at appropriate locations, and to prevent haphazard and inharmonious improvements, all for the benefit of all of the owners of Cornerstone and to insure esthetic unity to all Cornerstone while at the same time allowing flexibility and diversity in landscape design. Nothing contained in this Article shall be construed or interpreted to mean that Declarant, his employees, agents, successors or assigns, or the Board of Directors of the association assumes any responsibility for the structural design of any improvement or landscape design.

Section 2. All lots or parcels in Cornerstone shall be known, described and used as residential lots and no structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single family dwelling not exceeding two stories in height. No dwelling shall exceed two stories in height, except that three-story dwellings will be permitted if the additional story is a basement, or if a minimum of fifty percent (50%) of the additional story is below street grade of the street or streets abutting the Lot upon which the dwelling is situated. No accessory or out-buildings shall be erected, altered, placed or permitted to remain on any of said lots or parcels without the express written approval of Declarant, it being Declarant's desire and intention that any accessory or out-building shall be attractive in appearance and that the approval or allowance of same shall be subject to his express written approval. Such express written approval shall be obtained from the Declarant prior to the erection of any such accessory or outbuilding.

Section 3. Except as otherwise provided, no dwelling, nor any other building, shall be located on any Lot in the Subdivision nearer than twenty (25) feet from the adjoining right-of-way line of the street abutting the front lot line of the Lot, nor nearer than twenty (25) feet to any right-of-way line of a street abutting any other side of the Lot. Except as otherwise provided, no dwelling or any other building, shall be located on any Lot in the Subdivision closer than five (5) feet to any interior side line of the Lot. Except as otherwise provided, no dwelling or any other building shall be located on any Lot in the Subdivision closer than twenty (20) feet to the back lot line of the Lot. Any variations to this require the express written approval of Declarant.

Section 4. Each residence shall be provided with off-street parking in the form of a paved driveway extended from the pavement on the street on which the residence faces to the garage or carport, which garage or carport must be attached to the dwelling, or from the street paving to the rear of such residence. All garages will be a minimum of two car garages and a maximum of three car garages and all will be enclosed with a door. No garage shall be converted to a use other than as originally constructed, without architectural approval and providing for an approved replacement garage.

Section 5. No dwelling shall be constructed, placed, moved or maintained upon any of the Lots within Cornerstone Subdivision, Part One, Phase Two unless such dwelling shall contain at least two thousand (2,000) square feet of heated floor space exclusive of open porches and unheated storage spaces.

Section 6. The property may not be re-subdivided. Only one residence shall be erected and maintained at any time on any one of the lots or parcels of Cornerstone. However, nothing in any of these restrictions shall be construed as prohibiting the owner of a combination of two or more contiguous lots or one or more lots and a portion of an adjoining lot or lots, from erecting one residence only thereon and locating the same as if said contiguous lots or portions of lots were but one single lot.

Section 7. In constructing or causing to be constructed, a residence on any lot or parcel, owner shall not substantially duplicate the exterior elevation, design, or architecture of any other residence then existing or in the process of being constructed in Cornerstone without prior approval of the Declarant. Such permission to be obtained prior to beginning construction. The plans for the residential structure, to include landscaping plans and designs, to be constructed on all lots and parcels in Cornerstone shall be submitted to Declarant for his approval, and such approval shall be required prior to the commencement of the construction, but such approval shall not be unreasonably withheld. A copy of construction and landscaping plans and designs shall be furnished to the Declarant for its files without cost to it. Landscaping plans must include a minimum of two (2) three inch (3") diameter trees in front of dwelling. Architectural plans.

landscape plans and designs, and any topography changes, for new construction, additions to existing structures or exterior remodeling of existing structures, must be submitted to Declarant for approval prior to construction beginning.

Section 8. Certain architectural guidelines have been established to provide property owners, architects and contractors with a set of parameters for the preparation of their drawings, specifications and plans. Architectural plans must be submitted to the Developer/Subdivision Homeowners Association for approval prior to the beginning of construction activity including clearing and site work to insure aesthetic harmony within the Development. Plans required to be submitted include

The Developer/Subdivision Homeowners Association will review and approve all construction designs and plans for:

- Consideration of primary site design requirements.
- Sensitivity to the existing landscape features of each site.
- The visual relationship or physical impact the proposed home may have on surrounding home sites.
- Excellence of architectural design.

By encouraging quality and attention to detail, the aesthetic harmony, natural tranquillity and overall property values at Cornerstone will be enhanced and preserved. The Developer/Subdivision Homeowners Association does not seek to restrict individual creativity or preference, but rather to maintain a visually pleasing and appropriate appearance for each home site within the community.

Section 9. The builder of the original dwelling on each Lot in the Subdivision shall construct a sidewalk four (4) feet in width along the entire length of that portion of the public street or streets which abuts the Lot. The edge of each sidewalk nearest to the street along which it is constructed shall be located two (2) feet from the back of the curb alongside the street, unless it becomes necessary to curve the sidewalk away from the curb so as to avoid a fire hydrant, street sign, tree or other obstruction. If it becomes necessary so to curve the sidewalk, the sidewalk shall be curved smoothly, uniformly and attractively away from the curb and around the obstruction so that neither the obstruction nor the sidewalk itself will become a hazard to persons using the sidewalk. Construction and/or maintenance of the sidewalk either within the street right-of-way or on private property shall constitute the granting of permission to use the sidewalk to any and all persons who use the sidewalk in a safe and reasonable manner. The grade of each such sidewalk shall be uniform and consistent with, and shall vary uniformly and consistently with, the grade of the top of the curb along which the sidewalk is constructed. Each such sidewalk shall be scored at four-foot intervals, with an expansion joint every eight (8) feet, and shall be constructed of broom finish concrete four (4) inches in thickness.

Section 10. Plans for the construction of any fence must be submitted to and approved by the Architectural Review Committee before any fence is placed or construction is commenced on any Lot in the Subdivision. Such plans must include the location, materials, height, design, character and color of each and all components of the fence. Any fence, which does not comply with the plans approved therefor, shall be removed or brought into full compliance with the approved plans.

Section 11. All mailboxes shall be the type approved by the Architectural Review Committee. Any mailbox, which does not comply with the approved mailboxes, shall be removed. (See attached exhibit for samples of acceptable mailboxes or contact the Developer).

Section 12. The ownership, maintenance and repair of any and all drainage pipes, storm water inlets, and other appurtenant drainage facilities located on any Lot shall be that of the Owner of the Lot on which such pipes, inlets, and facilities are located. The Declarant shall have the right to improve, maintain and repair such pipes, inlets and facilities at any time for any purpose. In no event shall the Declarant have the duty to improve, maintain or repair any drainage pipe, storm water inlet or other appurtenant drainage facility located within the Subdivision. Under no circumstances shall drainage facilities be considered a "utility" which is

reserved to the Declarant by the Reservation of the Plat of the Subdivision.

Section 13. Roof cladding for all dwellings shall be approved by the Architectural Review Committee.

Section 14. All electrical, telephone, and television service drops shall be underground.

Section 15. No structure of a temporary nature such as a tent, shack, garage, basement or other out-building shall be used on any lot in Cornerstone at any time, nor shall any house trailer or other movable living quarters be located on any lot in Cornerstone at any time unless same be stored in a closed garage.

Section 16. Direct Satellite Systems or comparable dishes will be allowed on the roof of houses constructed in this phase and part with the maximum dish or antenna diameter allowed being 20 inches. No other solar panels will be utilized on the roof or other exterior portions of the dwelling so as to be visible from the street or from any adjacent property. Telecommunication (television, television cable, satellite reception, telephone, radio, or similar devices) antennae or comparable devices for the purpose of either transmitting or receiving telecommunications of any type will not be erected, installed, or situated on any lot, either temporarily or permanently.

Section 17. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

Section 18. No fence, wall or hedge situated on interior portions of the development shall be placed on any portion of a lot or parcel higher than six (6) feet from the ground. It is recognized that certain lots or portions thereof may be adjacent to and abut properties not compromising a part of Cornerstone and the owners of such lots may place fences, walls, or hedges on that portion of their lots which are adjacent to or abut non-Cornerstone properties at a height higher than six (6) feet so long as the said fences, walls, or hedges do not detract from or otherwise impair the overall beauty and attractiveness of Cornerstone. Should a hedge, shrub, or flower or other planting be so placed, or afterward grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property. No decorative type fencing or column may be placed on any of the said lots or parcels between the front property line and the house setback line, without written approval of Declarant. Chain-link fences of all kinds are prohibited. If wood privacy fencing is desired, only a "Good Neighbor" fence is allowed. (See attached pages for specific detail requirements).

Section 19. Each lot or parcel owner, will maintain the appearance of his lot or parcel in a high quality condition. The grass, flowers and shrubbery must be kept in an orderly fashion. No trees of six inch (6") diameter or more or flowering trees such as dogwood, redbud, etc., of any size may be cut without the consent of Declarant. Until a residence is built on a sold lot, Declarant at his option and sole discretion may mow the subject lot or parcel and have dead trees and debris removed therefrom, and the owner of such lot shall be obligated to reimburse Declarant for the costs of such work should he refuse or neglect to comply with required upkeep thereof. No trash, garbage, ashes, refuse, or other waste shall be thrown or dumped on any vacant lot in the subdivision.

Section 20. No plants, shrubs, bushes, trees or other type greenery shall be planted on any lot or parcel at the intersection of the streets or otherwise cause hazardous traffic conditions; and no planting of the above nature or kind shall be permitted on any lot which obstructs visibility and causes hazardous traffic conditions.

Section 21. Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such lots. This requirement applies to all lots before and after a home is built on the lot. Should a hedge, shrub, tree, flower or other planting grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property.

Section 22. There shall be no continuous planting in excess of two and one-half feet (2 ½') high along property lines or other direct lines between the front of any residence located on any lot or parcel and the front property line.

Section 23. Landscaping of a lot must be completed within one hundred twenty (120) days after the date on which the main structure is 95% complete. All front yards must receive solid sod.

Section 24. Building materials of every kind or character being used in connection with the construction of improvements shall be placed and stored within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the edge of the street pavement and the property line. Such building materials shall not be placed or stored upon the subject lot prior to the commencement of construction for an unreasonable period of time.

Section 25. No signs, billboards, posters or advertising devices of any character shall be erected, installed or placed on any of said lots or parcels for any purpose at any time, without the written approval of Declarant with the exception of one "For Sale" sign which shall be no greater in size than 8 square feet in area and one name and/or number plate not exceeding 120 square inches in area.

Section 26. There shall be no more than three (3) basic wall materials used on the front of any residence constructed on any lot or parcel, unless prior written approval has been obtained from Declarant.

Section 27. Inoperative vehicles shall not be kept on any of the lots in the subdivision. All collectable vehicles, utility trailers, boats, or any type recreational vehicle or any junk of any kind or character shall be hidden by fences.

Section 28. No firearms, archery equipment or other devices of a similar nature which may be classified as weapons shall be operated or used on any lots in this subdivision.

Section 29. Not more than three (3) colors may be used on the front of any residence constructed on any of the said lots or parcels and said colors should be so applied so that the balance of continuity and design for the area is maintained. At his option, the Declarant reserves the right to review and approve exterior color schemes.

Section 30. No mechanical equipment, such as filter systems for swimming pools, cooling towers or similar type equipment except air conditioning compressors shall be located so as to be visible from the street.

Section 31. Water runoff for each individual building site must be handled by adequately sloping areas so that runoff is directed to the natural drainage areas or to storm drainage facilities. No structure or improvements can alter the natural drainage of the site to the degree that it negatively impacts the surrounding home sites or existing mature trees.

Section 32. All rights, duties, and obligations granted to and imposed upon Declarant under the terms of this Article and under the terms of this Declaration shall be transferred, assigned, and conveyed to the Cornerstone Subdivision Homeowners Association once all of the lots comprising Cornerstone have been conveyed by Declarant to third parties. Such rights, duties and obligations may be transferred, assigned, and conveyed to the association prior to such time upon the mutual consent of Declarant and the association.

Section 33. The undersigned and/or their heirs, successors or assigns and affiliated companies assume no responsibility or liability for accidents, illness, drowning or any damages of any kind or character occurring on property belonging to the undersigned and/or their heirs, successors or assigns and affiliated companies in the general area of Rankin County known as "Cornerstone".

## ARTICLE VIII.

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations of this Declaration. Failure by the Declarant, association, or any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right so to do thereafter.

Section 2. The provisions of this Declaration shall be liberally construed and interpreted at all times in such a way as to effectuate the purposes of the Declaration in creating and carrying out a uniform plan for the development of the property.

Section 3. Attorney's Fee. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provisions hereof by reference to otherwise, the prevailing party or parties shall also be entitled to an award of reasonable attorney's fees, in such amount as may be fixed by the Court in such proceeding.

Section 4. Declarant Held Harmless. Each and every owner and occupant of any portion of the property shall and does, by accepting title to its interest in the property, agree to indemnify, defend, and hold harmless Declarant, his agents, employees and successors, against and from all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation and/or maintenance of the improvements on the portion of the property occupied by, owned by or under the control of such owner or occupant, the use and/or possession of such portion of the property, and the conduct of business in any other activities by such owner or occupant or his guests or invitees on any portion of the property.

Section 5. Nuisances. Obnoxious or offensive activity shall not be carried on upon any lot or parcel, nor shall anything be done thereon which may be, or become, an annoyance or nuisance in the neighborhood.

Section 6. Prohibition as to Animals. No animal shall be permitted to remain in Cornerstone except dogs and cats. The entire Cornerstone area must be kept clean and odorless. No fowl shall be allowed thereon except birds, which are caged as inside pets. All pets shall be kept on owner's property and not allowed to molest domestic servants, postal carriers, yard workers, passers by, or other individuals. Dog pins shall be provided in a remote and inconspicuous area of a lot or parcel for the keeping of that lot or parcel owner's dog or dogs which are not inside pets.

Section 7. Clothes Lines. No outside clotheslines or other outside clothes drying or airing facilities shall be allowed.

Section 8. Amendment of Covenants. These covenants may be amended by the Developer at any time so long as Developer continues to own at least one-half (½) of the numbered lots in the subdivision covered by these covenants. From and after such time as Developer owns fewer than one-half (½) of the numbered residential lots of the subdivision, these covenants may be amended by agreement of the owners of not less than seventy-five percent (75%) of all of the numbered residential lots of the subdivision subject to these covenants. Any such amendment shall be made in writing duly subscribed by the party or parties authorized to make the amendment, properly acknowledged, and recorded in the deed records of Rankin County, Mississippi. The covenants and restrictions herein contained are to run with the land and shall be binding on all parties, persons, entities claiming under them for an initial period of twenty-five (25) years from the date these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless and until an instrument of amendment signed by the owner or owners of seventy-five percent (75%) of the above described lots or parcels have been recorded in the public records revoking, modifying or amending said covenants and restriction. The right of amendment set forth herein is expressly made subject to those particular reservations contained in this Declaration which afford Declarant the right of written approval before amendment, modification, revocation or other alteration of this Declaration, or any

supplements hereto, can be made.

Section 9. Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulations pertaining to the ownership, occupation or use of any property within Cornerstone is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has herein to set its hand and seal on this the 9th day of October, 2002.

ATTEST:

R & S, DEVELOPERS, LLC

BY: Albert Ronald Garner  
Manager

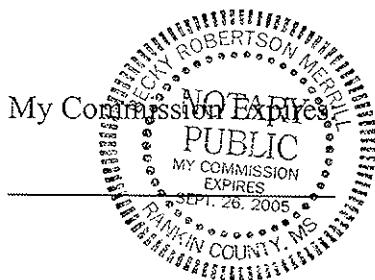
STATE OF MISSISSIPPI

COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Albert Ronald Garner, who acknowledged that he is the Manager of R & S Developers, LLC, a Mississippi Limited Liability Company and that in said representative capacity he executed the above and foregoing instrument, after having been duly authorized so to do.

GIVEN under my hand and official seal of office, this the 9th day of October, 2002.

Berky Roberts Merrill  
NOTARY PUBLIC



RANKIN COUNTY MS  
THIS INSTRUMENT  
WAS FILED FOR  
RECORD  
2002 10-9 AM 0:45  
IN B 995 P 657  
MURPHY ADKINS, CHY. CLK.  
BY Myers D.C.

2 on file  
R & S Developers

Indexing Instructions: Lots 81 through 92, Cornerstone Subdivision, Part Three

**CORNERSTONE SUBDIVISION**

**R & S DEVELOPERS, LLC**  
120 Baker Lane  
Brandon, Mississippi 39047-8876  
(601) 829-3630

**DECLARATION OF COVENANTS AND RESTRICTIONS OF  
CORNERSTONE SUBDIVISION  
BRANDON, RANKIN COUNTY, MISSISSIPPI  
PART THREE**

THIS DECLARATION made and executed on this day, by R & S Developers, LLC, a Mississippi Limited Liability Company organized and existing under the laws of the State of Mississippi (which company is referred to herein at times as the "Declarant");

WITNESSETH as follows, to-wit:

WHEREAS, the Declarant is the owner of certain real property located in the City of Brandon, Rankin County, Mississippi, being more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Declarant wish to create and carry out an orderly and uniform plan of development for the above referenced property, and hereinafter referred to at times as "Cornerstone" to subdivide, sell and/or lease said properties for various lawful uses; and

WHEREAS, the Declarant desires that each time said properties are sold or leased that all improvements erected thereon, whether by Declarant or any other owner, shall comply with the protective covenants contained herein and any other covenants which might be imposed in the future, in accordance with the terms hereof, on any portion of the properties covered herein and any properties which might later be included through expansion as hereinafter provided; and

WHEREAS, the purpose of such covenants and restrictions is to enhance the charm and beauty of the surroundings, to insure the property development and use of each building site within said property, to protect the owner or occupant, present or future, of each such site against improper development and use of other sites as will depreciate the value of his or her site; to prevent the erection on said property of structures built of unsuitable design or improper materials; to prevent haphazard or inharmonious improvements; to secure and maintain sufficient set-backs from streets and maintain adequate free spaces between structures; to provide for maintenance and upkeep of the private street or streets running through said properties; and, in general, to provide for a high quality of improvement on said property in accordance with the sensible and orderly development plans; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said Cornerstone, to create an association which can and shall be delegated and assigned the powers and duties of maintaining and administering the private street or streets running through said property and any other common areas which may be designated as such and to administer and enforce the hereinafter set forth covenants and restrictions and to collect and disburse the charges an assessments hereinafter specified; and

WHEREAS, the Declarant has caused to be formed (or shortly will cause to be formed), under the laws of the State of Mississippi, a non-profit and non-share corporation named "Cornerstone Subdivision Homeowners Association, Inc." which corporation shall have as its purpose the carrying out of the powers and duties mentioned herein and such other powers and duties related to the subject properties as may be specified in that corporation's Bylaws; and

WHEREAS, in order to facilitate compliance with the provisions, letter, spirit and intent of this Declaration, Declarant desires that each property owner within Cornerstone, and any future expansions made in accordance with the provisions herein, be a member of Cornerstone Subdivision Homeowners Association, Inc., and that the Bylaws of said corporation shall be deemed to be adopted by Declarant as sole owner of the properties described herein and all future owners shall be bound thereby.

NOW, THEREFORE, Declarant does hereby publish and declare that the following



terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land described herein and shall be a benefit and a burden to Declarant, its successors and assigns, and to any person acquiring or owning an interest in the subject real property and improvements, their Grantees, successors, heirs, executors, administrators, devisees, and assigns.

#### ARTICLE I.

Section 1. Definitions. The words and phrases set out below, when used in this Declaration, shall have the following meanings, respectively, to-wit:

A. "Property", "Properties", or "Cornerstone" shall mean or refer to that certain real property hereinbefore described and such additions thereto as may be hereinafter bought within the jurisdiction of this Declaration or the association as hereinafter provided.

B. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any parcel which is part of the properties.

C. "Association" shall mean and refer to the Cornerstone Subdivision Homeowners Association, Inc., a non-profit corporation, organized under the laws of the State of Mississippi, its successors and assigns. This association is not organized for profit and no part of the net earnings or losses shall inure to the benefit or burden of any member or any individual. The sole purpose of the association is to promote the common good of all owners and occupants of Cornerstone and as the same may be lawfully expanded and to contribute to the long-range good of the City of Brandon, Rankin County, Mississippi, and the surrounding area.

D. "Board of Directors" shall mean and refer to that group consisting of three members initially who need not necessarily be owners and later consisting of three members who shall be owners or agents of owners, who shall be elected as provided for in the association bylaws and shall have the responsibility of administering the affairs of the association. No Director shall be personally liable for any action, theft and fraud excepted, taken in good faith to carry out the purposes of the association.

E. "Declarant" shall mean R & S Developers, LLC its successors or assigns.

F. "Developer" shall mean R & S Developers, LLC its successors or assigns.

G. "Member" shall mean and refer to those who are members of the association.

H. "Private Street" or "Private Streets" or "Common Property" shall mean the streets, roads, parking areas, curbs and sidewalks as shown on the Plat for any area within Cornerstone and to such other properties as may be added thereto by amendment to this Declaration. Notwithstanding the designation of sidewalks as part of the streets, each owner may be required to construct a sidewalk on his lot, subject to the specifications established by the Cornerstone Home Owners' Association. The maintenance and upkeep of the private streets and common property shall be borne by and shall be the responsibility of the members of the association as provided for hereinafter.

I. "Covenants and Restrictions" shall mean and include all covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges and liens set forth in this Declaration.

J. "Declaration" shall mean and include this instrument and all amendments hereto, plus all supplementary declarations and amendments thereto executed in accordance with the provisions hereof.

K. "Bylaws" shall mean and include the Bylaws of the association and all amendments thereto.

L. "Assessment" shall mean the share allocated to a Lot or to the Home Owners' Association. Such share to consists of annual assessments, special assessments, and expenses, costs, charges and other amounts incurred with respect to either such Lot or the satisfaction, discharge or compliance with any obligations or duties of the Owners of such Lot as specified in this Declaration.

## ARTICLE II.

### PROPERTIES INCLUDED AND EXPANSION PROPERTIES

Section 1. Property Subject to Declaration. The real property which is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the City of Brandon, Rankin County, Mississippi, and is more particularly described as **Lots 81 through 92**, Cornerstone Subdivision, Part Three, whose plat is filed in the offices of the Chancery Clerk in Brandon, Mississippi in Plat Cabinet D at Slides 10 and 11.

Section 2. Expansion Part Property. Declarant may, at some future time, expand Cornerstone in increments or parts, the exact size and configuration of which shall be within the sole discretion of Declarant or its successors in title. In connection with such expansion, Declarant does herewith expressly desire to provide for the imposition upon such future expansion of mutually beneficial restrictions and covenants for the benefit of all owners in Cornerstone, including those in expanded areas, and their then and future owners, and to provide for the reciprocal restrictions and easements among and for the benefit of all of Cornerstone Owners to the extent that the project is expanded.

It is herewith provided that Declarant, or any other person with the written consent of Declarant, shall have the right to annex to the property described in the attached Exhibit "A," any additional contiguous or non-contiguous real property now or heretofore owned by the Declarant and any such annexation or expansion shall have the effect of making the annexed or expanded property part of the Property (as herein defined) and extending the scheme of the within covenants and restrictions to such annexed or expanded property.

Any annexations or expansions of additional real property to the Property described in Exhibit "A" shall be made by recording a Supplementary Declaration of Covenants and Restrictions in the land records in the office of the Chancery Clerk of Rankin County, Mississippi, which Supplementary Declaration shall, by declaration therein, extend the scheme of the within covenants and restrictions to the annexed additional property therein described. Such Supplementary Declaration shall be executed by the person who owns the fee simple title to the additional property being annexed, and if such person is other than the Declarant, shall be executed also by the Declarant. Such Supplementary Declaration may contain, with respect to the additional property annexed thereby, whatever complimentary additions and modifications to the covenants and restrictions set forth herein as may be appropriate to reflect the different character or use, if any, of the annexed additional property, provided, however, that in no event shall such addition or modification be substantially inconsistent with the provisions of this Declaration.

The right of expansion as herein above set forth is expressly reserved by Declarant, its successors and assigns, as an integral part of the Cornerstone development and this Declaration, and this right may not be revoked, modified, amended, or otherwise altered, by the Association, or the members thereof, notwithstanding any language contained in this Declaration, or an supplement hereto, relative to amendment or modification, without the express written approval of the Declarant. It is the purpose of this Provision to insure that nothing contained in this Declaration will allow the right of expansion reserved herein to Declarant to be infringed upon or otherwise affected without the written approval of Declarant.

## ARTICLE III.

COVENANT OF COMPLIANCE BY OWNERS

Section 1. Covenant to Comply. Every person, persons or entity who accepts a deed to a parcel in Cornerstone, covenants whether or not it shall be so expressed in the deed of conveyance, that he will faithfully comply with and abide by the letter and spirit of the provisions of this Declaration and the Bylaws and Rules and Regulations of the association as same may be constituted and as they may be lawfully amended from time-to-time.

## ARTICLE IV.

CORNERSTONE HOME OWNERS' ASSOCIATION

Section 1. Membership. Each owner in the Cornerstone Subdivision, regardless of which phase or part, shall be a member of the Cornerstone Home Owners' Association, and this membership shall be inseparable or appurtenant to and shall pass with the title to each parcel of property. It is the express intent of this declaration that there be only one (1) homeowners association for the Cornerstone Subdivision, no matter which phase or part. Parcels with multiple ownership shall be entitled to one membership in the association and one of the owners of such parcel shall be designated in writing by the co-owners as their respective representative in matters pertaining to the association.

Section 2. Voting Rights. Every member of the association shall have one vote for the election of all officers. For all other matters and purposes of the association, every member shall have one vote for each lot which that member owns. If the fee title to a particular lot is owned of record by more than one person, the vote appurtenant to such lot may be exercised by only one of the fee owners thereof as designated in writing by the other co-owners of the subject lot or lots.

Section 3. Delegation of Membership and Voting Rights. Any owner may delegate or assign his voting rights to any tenant in possession of owner's lot upon such terms and conditions as they themselves may agree upon, and upon written notice to the Board of Directors of the association, and such tenant shall be deemed to be a member of the association in the place of the owner for the period of the assignment. Nothing herein contained, however, shall relieve the owner of his responsibility for any assessment due the association or for any other responsibilities and obligations which owner might have under the terms of this Declaration and under the Bylaws, Rules and Regulations of the association.

Section 4. Absentee Owners. Permanent absentee owners shall designate an individual (adult) as their agent or attorney-in-fact to represent them in all matters concerning the association or enforcement of this Declaration. Such agent or attorney-in-fact may, at the option of the owner, be a tenant in possession of owner's lot.

## ARTICLE V.

COVENANT FOR ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each parcel which it owns within the properties, hereby covenants and each owner of any other parcel or lot of the property by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association the following:

(1)Assessments. Each lot owner, excluding Developer, is deemed to covenant and agree to pay to the Cornerstone Home Owners' Association (a) a quarterly assessment in the amounts described hereinafter and (b) special assessments for capital improvements at such times and in such amounts as may be required and as hereinafter provided. The quarterly and special assessments, together with interest at the rate of ten percent (10%) per annum, costs, and reasonable attorneys' fees (the "assessment debt") shall be a personal indebtedness and obligation

of the owner of each lot at the time when the assessment becomes due and payable, and the assessment debt shall also be a charge upon the lot or lots and a continuing lien upon the real property against which the assessment is made, until the total assessment debt therefor is paid. All obligations for delinquent assessment debts shall pass to and be assumed automatically by successors in title to the lot for which the assessment is made, by virtue of the successor's acceptance of a conveyance of that lot, but such assumption by the successor or successors shall not relieve the prior owner or owners of their continuing personal obligations for those debts and they and the successors shall be jointly and severally liable for the amount of the assessment debts, until the same be paid in full. The quarterly and special assessments levied by the Cornerstone Home Owners' Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the subdivision, and for the improvement and maintenance of the streets and common areas of the subdivision, as shall be determined and directed by the Association.

(2) Date of commencement of quarterly assessments and due dates thereof. The quarterly assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the streets and common areas to the Association or upon completion of the first home in the subdivision. The first quarterly assessment shall be adjusted on a pro rata basis according to the number of months remaining in that calendar quarter. The quarterly assessment against each lot will be fixed between January 1 and January 15, inclusive, of each year, and written notice thereof shall be mailed or delivered to each owner subject thereto forthwith. The assessment will be due and payable immediately upon receipt of notice and shall be deemed to be in arrears if not paid on or before the last day of the first month of the respective calendar quarter (i.e. January 31, April 30, July 31, October 31).

(3) Special assessments for capital improvements. In addition to the quarterly assessments, the Association may levy, in any assessment period, a special assessment applicable to that assessment period, or spread out over several assessment periods for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon one or more of the streets or common areas, including fixtures and personal property related thereto, provided, however, that any such special assessment shall first have the assent of two-thirds of the votes of the members other than Developer who are voting in person or by proxy at a meeting duly called for that purpose, and also the assent of Developer at that meeting.

(4) Conduct of meetings of the Association relating to assessments. Written notice of any meeting of the membership of the Association called for the purpose of fixing the amount of a quarterly assessment, or of modifying either of those actions, shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of the votes held by members other than Developer, together with Developer, shall constitute a quorum. If the required quorum is not then present, a recessed meeting may be called subject to the same notice requirements, and the required quorum at the recessed meeting shall be one-half of the required quorum for the original meeting. No such recessed meeting with a reduced quorum shall be held more than sixty days following the original meeting called for that purpose.

(5) Uniform rate of assessment. Both quarterly and special assessments must be fixed at a uniform rate for all lots and shall be collected on a quarterly basis as set forth herein, with the exception of assessments on Lots owned by Declarant, which is set forth in Section 10 below.

(6) Quarterly assessment. Until January 1, 2005, the initial assessment applicable to any lot shall be \$200.00 per calendar year, adjusted pro rata for the length of time remaining in that calendar quarter after the date of the conveyance. The Board of Directors of the Association may fix subsequent assessments at regular or special call meetings of the Association membership.

Section 3. Purpose of Assessments. The assessments levied by the association shall be used exclusively to promote the health, safety and welfare of the owners and occupants of Cornerstone to defray all costs incurred in property caring for and maintaining Cornerstone a

prestigious development; and to accomplish the intent of this Declaration. The assessments provided herein shall include, but not be limited to the costs of providing materials and services to accomplish the following:

- A. Maintaining, replacing and repairing the streets, roadways, sidewalks, and open areas within the property.
- B. Maintaining the landscaping at the entrance to Cornerstone.
- C. Maintaining the appearance of entrance markers, gates, identification signs, and street markers in a good state of repair.
- D. General policing of Cornerstone on a regular basis to remove bottles, cans, trash or debris discarded by the public along the streets or roadways.
- E. Maintaining utilities, drainage ditches, and other services which are to be provided by the association.
- F. Paying the costs of insurance premiums on any insurance which the association carries.
- G. Paying all ad valorem taxes and other taxes and fees which may accrue to the association.
- H. Paying all necessary and reasonable costs of administration, management, legal and accounting services connected with association, including, the payment of a reasonable fee to any management agent designated by the association.
- I. Provide such other services as the association may deem to be in the best interest of the development and the members of the association.

The Cornerstone Home Owners' Association is not organized for profit and no part of the net earning shall inure to the benefit of any member, any director of the association, any officer of the association or any other individual.

Section 4. Assessments Are Not Dues. All assessments herein provided are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the Association.

Section 5. Changes in Assessment. After January 1, 2003, the Board of Directors of the association may, after consideration of the then current costs of providing services herein above enumerated, increase the initial or quarterly assessments to cover the actual costs of such services. The Board of Directors of the association may also, after consideration of the then current maintenance costs and future needs of the association, fix the regular quarterly assessment and initial assessment for any subsequent quarter or quarters at a lesser amount.

Section 6. Notice and Quorum for Action on Assessments. Written notice of any hearing called for the purpose of taking action on any assessment provided herein (including special assessments and changes in quarterly and initial assessments) shall be sent to all members of the association by certified mail, not less than five (5) days nor more than thirty (30) days, in advance of the meeting. At least sixty percent (60%) of the owners or proxies of owners must be present at such meeting in order to constitute a quorum. If the required is not present, another meeting may be called subject to the same notice requirement and the required quorum at this subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. In addition, written notice of the regular quarterly assessment provided herein shall be sent to every owner subject thereto.

Section 7. Assessments for Street Maintenance Must Be Maintained. No provision contained herein above or in any part of this Declaration or in any supplements hereto, shall excuse or otherwise negate the association's responsibility for the proper upkeep and maintenance of the streets and roads of Cornerstone. Notwithstanding anything contained herein to the contrary, the association and the members thereof may not amend, revoke, modify or otherwise alter any portion of this Declaration or any supplements hereto in any manner which relieve the association of its responsibilities and duties hereunder for street maintenance and upkeep and the collection of assessments necessary to defray the costs thereof, without the express written consent of the Declarant. It is the purpose of this provision to provide assurance and protection to the Declarant that the streets of Cornerstone will be properly and safely maintained and that the responsibilities for such maintenance and the cost thereof will be borne

as provided herein by the association and that such responsibility will not be amended, modified, revoked or otherwise altered without the written consent of the Declarant.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon from the due date at the rate of ten percent (10%) per annum. After ten (10) days written notice of the delinquent assessment is given to the owner, the association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot or parcel of property, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as debt or to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the association in a like manner on a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the association and shall be for the benefit of all other lot or parcel owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his parcel or property. In any event, reasonable attorney's fee of not less than twenty percent (20%) of the sum owed, and reasonable costs of collection, shall be added to the amount of each delinquent assessment.

Section 9. Subordination of Lien to Mortgages. The lien upon any lot or parcel provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first mortgage on such lot or parcel made in good faith and for value received and the lien hereunder shall in no way effect the rights of the holder of any such first mortgage. Sale or transfer of any property shall not effect the assessment lien. However, the sale or transfer of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such property from liability for an assessment thereafter becoming due or from the lien thereof. Such foreclosure, deed, assignment or other proceeding arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure or the transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of such maintenance assessments, which lien, if to be assertive as to any such assessments thereafter becoming due, shall have the same effect and be enforced in the same manner as provided herein.

Section 10. Assessment of Declarant. Any regular or special assessments upon any lot or lots owned by Declarant shall be in an amount equal to twenty-five percent (25%) of the assessment of the other lots owned by owners. This provision shall apply only so long as said lots are owned by Declarant.

Section 11. Ad Valorem Property Taxes.

- A. Each owner shall be responsible for his own ad valorem taxes.
- B. The association shall be responsible for the payment of ad valorem taxes on all lots, parcels, streets, or common areas to which the association may hereinafter take fee title.

Section 12. Management Agent. The Board of Directors of the association may employ for the association a management agent or manager (hereinafter called the "Management Agent") at a rate of compensation established by the Board of Directors, for which Management Agent shall perform such duties and services as the Board of Directors from time-to-time authorize. These duties and services of the Management Agent may include, without limitation, the power and authority to do the following:

- A. To collect the initial, annual and special assessments and to provide for the enforcement of liens and securing same in any manner consistent with law and within the provisions of this Declaration.
- B. To deposit all assessment collections in a common expense fund with a banking institution and to make payments from such fund for the benefit of the association and in keeping with the intentions and responsibilities herein set forth, all of which shall be subject to

the authorization and approval of the Association, to which the Management Agent shall at all times be accountable.

C. To provide for the care, upkeep, maintenance and surveillance of the streets, sidewalks and any other common areas.

D. To select, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the streets, sidewalks, and common areas.

E. To promulgate, with the approval and confirmation of the Board of Directors and to enforce such rules and regulations and such restrictions, requirements, and the like as may be deemed proper, respecting the use and care of the streets, sidewalks and common areas.

F. To provide such other services for the association as may be consistent with the law and with the provisions of this Declaration.

Section 13. Limitation of Liability. The association shall not be liable for any failure of any service to be furnished by the association or paid for out of the common expense fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from the streets, sidewalks or any common areas or from any pipe, drain, conduit or the like. The association shall not be liable to any member for loss or damage to any articles, by theft or otherwise, which may be left or stored upon any common areas. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvement to the streets, sidewalks or common areas, or from any action taken by the association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any county or governmental authority.

## ARTICLE VI.

### EASEMENT RIGHTS

Section 1. Reservation of Easement Rights by the Declarant. In connection with the development of Cornerstone, the Declarant shall convey non-exclusive easements and rights-of-way (and reserve unto itself and its designees certain non-exclusive easements and rights-of-way) in, through, over and across portions of the properties comprising Cornerstone for the purpose of installing, constructing maintaining, reconstructing and repairing sewer lines, water lines, electrical cables telephone cables, gas lines, storm drains, drainage ditches, television cables and underground conduits and appurtenant to any of same, and for all other purposes reasonable related to the completion of construction and the provision of utility services, whether public or private, to the Cornerstone development. Any and all instruments of conveyance made by the Declarant to any individual or other entity with respect to any of the subject property shall be conclusively deemed to incorporate the conveyance of such easements or the reservation thereof, whether or not specifically set forth in such instruments.

It is the intention of Declarant to convey easements to the proper authorities and entities for the installation, construction, maintenance, reconstruction and repair of sewer lines, water lines, electrical cables, telephone cables and underground conduits, and appurtenance to any of same in the initial stages of development of Cornerstone. Notwithstanding anything contained herein to the contrary, however, it is the intention of the Declarant through the above reservation to insure that any additional easements, licenses and rights-of-way for the purposes set forth herein above which may be required for the orderly maintenance, preservation and enjoyment of Cornerstone development be protected and insured to the extent allowable by law. It is the further purpose of this reservation to provide for the preservation of the health, safety, convenience and welfare of all the owners of the lots and parcels of land of Cornerstone.

Section 2. Street Easement. In connection with the development of Cornerstone, Declarant shall convey a non-exclusive easement for ingress, egress and regress to all members of the association in, through, over and across the streets of Cornerstone. All such streets and all

walkways, roadways, sidewalks and the like, are expressly made subject to a non-exclusive easement for ingress, egress and regress for the benefit of all members of the association, the Declarant, their respective heirs, personal representatives and assigns and all other persons claiming under any of them.

Section 3. Reservation in Deeds. Declarant may make other reservations and restrictions applicable to each lot by appropriate provision in the deed conveying said lot, and such reservations and restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

Section 4. Public Dedication of Streets or Other Properties. The streets, roads, or any portion thereof, and any other common properties of Cornerstone may be dedicated and transferred to any public or municipal agency, authorities, or utility for any purpose consistent with the Declaration and subject to such conditions as may be agreed upon by the members and Declarant; provided, however, that no such dedication or transfer or determination as to purpose or as to conditions, shall be effective unless seventy-five percent (75%) of the members of the association consent thereto and, furthermore unless written consent to such dedication, transfer, purpose and conditions be obtained from Declarant. In the event that a public dedication is made, it shall be required that all private streets will meet applicable city requirements before acceptance by the City of Brandon or Rankin County, Mississippi. This right of written approval is expressly reserved by and in Declarant, and this Declaration, or any supplements hereto, may not be amended, revoked, modified, or otherwise altered so as to infringe upon or negate this right.

Section 5. Private Streets. The Streets shall be private streets owned by the Association. At some time after the plats of the subdivision are filed for record, the Declarant shall convey to the Association all right, title and interest in and to the Streets. Notwithstanding such conveyance, the Declarant shall be responsible for the construction of the Streets. The Streets will be constructed in accordance with generally acceptable standards for construction in residential neighborhoods in Rankin County, Mississippi. Prior to the final overlay of the surface or wearing course, the Declarant shall be responsible for the repair and maintenance of the Streets. After completion of construction on a substantial number of the dwellings in a particular area or on a particular Street, the Declarant shall cause the construction of such Street to be completed by overlaying of the surface or wearing course of the pavement. The determination of such final construction shall be solely in the discretion of the Declarant. Upon completion of the overlay of the surface or wearing course, all responsibility for the repair and maintenance of such Street shall be assumed by the Association.

Section 6. Gates. At such time as the Declarant in its discretion determines, the Declarant shall install a gate on the main entrance to the subdivision. The gate shall be of a type or style which Owners can open or close by use of a card or other device or mechanism. The Declarant shall provide a card or other applicable opening device to any public agencies, such as police, fire, utilities, etc. So long as the Declarant continues to own land or lots in the subdivision, the Declarant shall control the operation of the gates and shall establish the hours during which the gates shall remain open or be locked. As such times as the Declarant no longer owns land or Lots, or sooner if the Declarant desires, control of the gates shall be transferred to the Association. Notwithstanding the installation of gates or the implementation of rules or procedures governing the opening, closing and locking of the gates, the Declarant makes no representation or warranty concerning any matter of security or safety of the Property. By acceptance of a deed or other conveyance of a Lot, each Owner releases the Declarant from any claim, damage or liability arising from or related to the operation of or timing of the opening, closing and locking of the gates.

## ARTICLE VII.

### BUILDING REQUIREMENTS, ARCHITECTURAL AND LANDSCAPE CONTROLS AND REQUIREMENTS

Section 1. The purpose of this Article is to prevent the erection of structures built of



improper design and/or materials, to encourage the erection of attractive improvements at appropriate locations, and to prevent haphazard and inharmonious improvements, all for the benefit of all of the owners of Cornerstone and to insure esthetic unity to all Cornerstone while at the same time allowing flexibility and diversity in landscape design. Nothing contained in this Article shall be construed or interpreted to mean that Declarant, his employees, agents, successors or assigns, or the Board of Directors of the association assumes any responsibility for the structural design of any improvement or landscape design.

Section 2. All lots or parcels in Cornerstone shall be known, described and used as residential lots and no structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single family dwelling not exceeding two stories in height. No dwelling shall exceed two stories in height, except that three-story dwellings will be permitted if the additional story is a basement, or if a minimum of fifty percent (50%) of the additional story is below street grade of the street or streets abutting the Lot upon which the dwelling is situated. No accessory or out-buildings shall be erected, altered, placed or permitted to remain on any of said lots or parcels without the express written approval of Declarant, it being Declarant's desire and intention that any accessory or out-building shall be attractive in appearance and that the approval or allowance of same shall be subject to his express written approval. Such express written approval shall be obtained from the Declarant prior to the erection of any such accessory or outbuilding.

Section 3. Except as otherwise provided, no dwelling, nor any other building, shall be located on any Lot in the Subdivision nearer than twenty (25) feet from the adjoining right-of-way line of the street abutting the front lot line of the Lot, nor nearer than twenty five (25) feet to any right-of-way line of a street abutting any other side of the Lot. Except as otherwise provided, no dwelling or any other building, shall be located on any Lot in the Subdivision closer than five (5) feet to any interior side line of the Lot. Except as otherwise provided, no dwelling or any other building shall be located on any Lot in the Subdivision closer than twenty (20) feet to the back lot line of the Lot. Any variations to this require the express written approval of Declarant.

Section 4. Each residence shall be provided with off-street parking in the form of a paved driveway extended from the pavement on the street on which the residence faces to the garage or carport, which garage or carport must be attached to the dwelling, or from the street paving to the rear of such residence. All garages will be a minimum of two car garages and a maximum of three car garages and all will be enclosed with a door. No garage shall be converted to a use other than as originally constructed, without architectural approval and providing for an approved replacement garage.

Section 5. No dwelling shall be constructed, placed, moved or maintained upon any of the Lots within Cornerstone Subdivision, Part Three unless such dwelling shall contain at least **two thousand (2,000) square feet** of heated floor space exclusive of open porches and unheated storage spaces.

Section 6. The property may not be re-subdivided. Only one residence shall be erected and maintained at any time on any one of the lots or parcels of Cornerstone. However, nothing in any of these restrictions shall be construed as prohibiting the owner of a combination of two or more contiguous lots or one or more lots and a portion of an adjoining lot or lots, from erecting one residence only thereon and locating the same as if said contiguous lots or portions of lots were but one single lot.

Section 7. In constructing or causing to be constructed, a residence on any lot or parcel, owner shall not substantially duplicate the exterior elevation, design, or architecture of any other residence then existing or in the process of being constructed in Cornerstone without prior approval of the Declarant. Such permission to be obtained prior to beginning construction. The plans for the residential structure, to include landscaping plans and designs, to be constructed on all lots and parcels in Cornerstone shall be submitted to Declarant for his approval, and such approval shall be required prior to the commencement of the construction, but such approval shall not be unreasonably withheld. A copy of construction and landscaping plans and designs shall be furnished to the Declarant for its files without cost to it. Landscaping plans must include

a minimum of two (2) three inch (3") diameter trees in front of dwelling. Architectural plans, landscape plans and designs, and any topography changes, for new construction, additions to existing structures or exterior remodeling of existing structures, must be submitted to Declarant for approval prior to construction beginning.

Section 8. Certain architectural guidelines have been established to provide property owners, architects and contractors with a set of parameters for the preparation of their drawings, specifications and plans. Architectural plans must be submitted to the Developer/Subdivision Homeowners Association for approval prior to the beginning of construction activity including clearing and site work to insure aesthetic harmony within the Development. Plans required to be submitted include

The Developer/Subdivision Homeowners Association will review and approve all construction designs and plans for:

- Consideration of primary site design requirements.
- Sensitivity to the existing landscape features of each site.
- The visual relationship or physical impact the proposed home may have on surrounding home sites.
- Excellence of architectural design.

By encouraging quality and attention to detail, the aesthetic harmony, natural tranquillity and overall property values at Cornerstone will be enhanced and preserved. The Developer/Subdivision Homeowners Association does not seek to restrict individual creativity or preference, but rather to maintain a visually pleasing and appropriate appearance for each home site within the community.

Section 9. The builder of the original dwelling on each Lot in the Subdivision shall construct a sidewalk four (4) feet in width along the entire length of that portion of the public street or streets which abuts the Lot. The edge of each sidewalk nearest to the street along which it is constructed shall be located two (2) feet from the back of the curb alongside the street, unless it becomes necessary to curve the sidewalk away from the curb so as to avoid a fire hydrant, street sign, tree or other obstruction. If it becomes necessary so to curve the sidewalk, the sidewalk shall be curved smoothly, uniformly and attractively away from the curb and around the obstruction so that neither the obstruction nor the sidewalk itself will become a hazard to persons using the sidewalk. Construction and/or maintenance of the sidewalk either within the street right-of-way or on private property shall constitute the granting of permission to use the sidewalk to any and all persons who use the sidewalk in a safe and reasonable manner. The grade of each such sidewalk shall be uniform and consistent with, and shall vary uniformly and consistently with, the grade of the top of the curb along which the sidewalk is constructed. Each such sidewalk shall be scored at four-foot intervals, with an expansion joint every eight (8) feet, and shall be constructed of broom finish concrete four (4) inches in thickness.

Section 10. Plans for the construction of any fence must be submitted to and approved by the Architectural Review Committee before any fence is placed or construction is commenced on any Lot in the Subdivision. Such plans must include the location, materials, height, design, character and color of each and all components of the fence. Any fence, which does not comply with the plans approved therefor, shall be removed or brought into full compliance with the approved plans.

Section 11. All mailboxes shall be the type approved by the Architectural Review Committee. Any mailbox, which does not comply with the approved mailboxes, shall be removed. (See attached Exhibit "B" for acceptable mailboxes or contact the Developer).

Section 12. The maintenance, upkeep and repair of any and all drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities located on any Lot shall be that of the homeowners association unless the city or county has the duty to do so; however, the homeowners association may elect to maintain or repair drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities even if the city or county has the duty to do so. Should any maintenance, upkeep or repair need to be conducted on any Lot or Lots, the

personnel and machinery conducting such work shall be allowed to access any drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities by way of subdivision Lots. The Declarant shall have the right to improve, maintain and repair such pipes, inlets and facilities at any time for any purpose. In no event shall the Declarant have the duty to improve, maintain or repair any drainage pipe, storm water inlet or other appurtenant drainage facility located within the Subdivision. Under no circumstances shall drainage facilities be considered a "utility" which is reserved to the Declarant by the Reservation of the Plat of the Subdivision.

Section 13. Roof cladding for all dwellings shall be approved by the Architectural Review Committee and unless authorized in writing by the Architectural Review Committee to do otherwise, said roof must have architectural style shingles.

Section 14. All electrical, telephone, and television service drops shall be underground.

Section 15. No structure of a temporary nature such as a tent, shack, garage, basement or other out-building shall be used on any lot in Cornerstone at any time, nor shall any house trailer or other movable living quarters be located on any lot in Cornerstone at any time unless same be stored in a closed garage. No trailer, mobile home, manufactured home, or other similar type of modular home shall be placed, situated, stored, erected, or the like on any lot in Cornerstone. Only site built homes shall be placed, situated, erected, built, or the like on any lot in Cornerstone.

Section 16. Direct Satellite Systems or comparable dishes will be allowed on the roof of houses constructed in this phase and part with the maximum dish or antenna diameter allowed being 20 inches. No other solar panels will be utilized on the roof or other exterior portions of the dwelling so as to be visible from the street or from any adjacent property. Telecommunication (television, television cable, satellite reception, telephone, radio, or similar devices) antennae or comparable devices for the purpose of either transmitting or receiving telecommunications of any type will not be erected, installed, or situated on any lot, either temporarily or permanently.

Section 17. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

Section 18. No fence, wall or hedge situated on interior portions of the development shall be placed on any portion of a lot or parcel higher than six (6) feet from the ground. It is recognized that certain lots or portions thereof may be adjacent to and abut properties not compromising a part of Cornerstone and the owners of such lots may place fences, walls, or hedges on that portion of their lots which are adjacent to or abut non-Cornerstone properties at a height higher than six (6) feet so long as the said fences, walls, or hedges do not detract from or otherwise impair the overall beauty and attractiveness of Cornerstone. Should a hedge, shrub, or flower or other planting be so placed, or afterward grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property. No decorative type fencing or column may be placed on any of the said lots or parcels between the front property line and the house setback line, without written approval of Declarant. Chain-link fences of all kinds are prohibited. If wood privacy fencing is desired, only a "Good Neighbor" fence is allowed. (See attached pages for specific detail requirements).

Section 19. Each lot or parcel owner, will maintain the appearance of his lot or parcel in a high quality condition. The grass, flowers and shrubbery must be kept in an orderly fashion. No trees of six inch (6") diameter or more or flowering trees such as dogwood, redbud, etc., of any size may be cut without the consent of Declarant. Until a residence is built on a sold lot, Declarant at his option and sole discretion may mow the subject lot or parcel and have dead trees and debris removed therefrom, and the owner of such lot shall be obligated to reimburse Declarant for the costs of such work should he refuse or neglect to comply with required upkeep thereof. No trash, garbage, ashes, refuse, or other waste shall be thrown or dumped on any vacant lot in the subdivision.

Section 20. No plants, shrubs, bushes, trees or other type greenery shall be planted on any lot or parcel at the intersection of the streets or otherwise cause hazardous traffic conditions; and no planting of the above nature or kind shall be permitted on any lot which obstructs visibility and causes hazardous traffic conditions.

Section 21. Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such lots. This requirement applies to all lots before and after a home is built on the lot. Should a hedge, shrub, tree, flower or other planting grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property.

Section 22. There shall be no continuous planting in excess of two and one-half feet (2 ½') high along property lines or other direct lines between the front of any residence located on any lot or parcel and the front property line.

Section 23. Landscaping of a lot must be completed within one hundred twenty (120) days after the date on which the main structure is 95% complete. All front yards must receive solid sod.

Section 24. Building materials of every kind or character being used in connection with the construction of improvements shall be placed and stored within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the edge of the street pavement and the property line. Such building materials shall not be placed or stored upon the subject lot prior to the commencement of construction for an unreasonable period of time.

Section 25. No signs, billboards, posters or advertising devices of any character shall be erected, installed or placed on any of said lots or parcels for any purpose at any time, without the written approval of Declarant with the exception of one "For Sale" sign which shall be no greater in size than 8 square feet in area and one name and/or number plate not exceeding 120 square inches in area.

Section 26. There shall be no more than three (3) basic wall materials used on the front of any residence constructed on any lot or parcel, unless prior written approval has been obtained from Declarant.

Section 27. Inoperative vehicles shall not be kept on any of the lots in the subdivision. All collectable vehicles, utility trailers, boats, or any type recreational vehicle or any junk of any kind or character shall be hidden by fences.

Section 28. No firearms, archery equipment or other devices of a similar nature which may be classified as weapons shall be operated or used on any lots in this subdivision.

Section 29. Not more than three (3) colors may be used on the front of any residence constructed on any of the said lots or parcels and said colors should be so applied so that the balance of continuity and design for the area is maintained. At his option, the Declarant reserves the right to review and approve exterior color schemes.

Section 30. No mechanical equipment, such as filter systems for swimming pools, cooling towers or similar type equipment except air conditioning compressors shall be located so as to be visible from the street.

Section 31. Water runoff for each individual building site must be handled by adequately sloping areas so that runoff is directed to the natural drainage areas or to storm drainage facilities. No structure or improvements can alter the natural drainage of the site to the degree that it negatively impacts the surrounding home sites or existing mature trees.

Section 32. All rights, duties, and obligations granted to and imposed upon Declarant under the terms of this Article and under the terms of this Declaration shall be transferred,

assigned, and conveyed to the Cornerstone Subdivision Homeowners Association once all of the lots comprising Cornerstone have been conveyed by Declarant to third parties. Such rights, duties and obligations may be transferred, assigned, and conveyed to the association prior to such time upon the mutual consent of Declarant and the association.

Section 33. The undersigned and/or their heirs, successors or assigns and affiliated companies assume no responsibility or liability for accidents, illness, drowning or any damages of any kind or character occurring on property belonging to the undersigned and/or their heirs, successors or assigns and affiliated companies in the general area of Rankin County known as "Cornerstone".

Section 34. Owners shall be required to maintain their property in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued through the establishment of permanent vegetative cover. Owners acknowledge and agree that Developer is not responsible for damages which may be suffered by Owners or other property owners or parties as a result of site preparation work carried out by Owners and his/her/their subcontractors and Owners agree to hold Developer, its owners, assigns and the like harmless from any such damages sustained in connection therewith.

## ARTICLE VIII.

### GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations of this Declaration. Failure by the Declarant, association, or any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right so to do thereafter.

Section 2. The provisions of this Declaration shall be liberally construed and interpreted at all times in such a way as to effectuate the purposes of the Declaration in creating and carrying out a uniform plan for the development of the property.

Section 3. Attorney's Fee. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provisions hereof by reference to otherwise, the prevailing party or parties shall also be entitled to an award of reasonable attorney's fees, in such amount as may be fixed by the Court in such proceeding.

Section 4. Declarant Held Harmless. Each and every owner and occupant of any portion of the property shall and does, by accepting title to its interest in the property, agree to indemnify, defend, and hold harmless Declarant, his agents, employees and successors, against and from all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation and/or maintenance of the improvements on the portion of the property occupied by, owned by or under the control of such owner or occupant, the use and/or possession of such portion of the property, and the conduct of business in any other activities by such owner or occupant or his guests or invitees on any portion of the property.

Section 5. Nuisances. Obnoxious or offensive activity shall not be carried on upon any lot or parcel, nor shall anything be done thereon which may be, or become, an annoyance or nuisance in the neighborhood.

Section 6. Prohibition as to Animals. No animal shall be permitted to remain in Cornerstone except dogs and cats. The entire Cornerstone area must be kept clean and odorless. No fowl shall be allowed thereon except birds, which are caged as inside pets. All pets shall be kept on owner's property and not allowed to molest domestic servants, postal carriers, yard workers, passers by, or other individuals. Dog pins shall be provided in a remote and inconspicuous area of a lot or parcel for the keeping of that lot or parcel owner's dog or dogs which are not inside pets.

Section 7. Clothes Lines. No outside clotheslines or other outside clothes drying or airing facilities shall be allowed.

Section 8. Amendment of Covenants. These covenants may be amended by the Developer at any time so long as Developer continues to own at least one-half (½) of the numbered lots in the subdivision covered by these covenants. From and after such time as Developer owns fewer than one-half (½) of the numbered residential lots of the subdivision, these covenants may be amended by agreement of the owners of not less than seventy-five percent (75%) of all of the numbered residential lots of the subdivision subject to these covenants. Any such amendment shall be made in writing duly subscribed by the party or parties authorized to make the amendment, properly acknowledged, and recorded in the deed records of Rankin County, Mississippi. The covenants and restrictions herein contained are to run with the land and shall be binding on all parties, persons, entities claiming under them for an initial period of twenty-five (25) years from the date these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless and until an instrument of amendment signed by the owner or owners of seventy-five percent (75%) of the above described lots or parcels have been recorded in the public records revoking, modifying or amending said covenants and restriction. The right of amendment set forth herein is expressly made subject to those particular reservations contained in this Declaration which afford Declarant the right of written approval before amendment, modification, revocation or other alteration of this Declaration, or any supplements hereto, can be made.

Section 9. Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulations pertaining to the ownership, occupation or use of any property within Cornerstone is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

Section 10. Conflicts with Homeowners Association. Should any conflict between these covenants and any homeowners associations' bylaws arise, the terms in these covenants shall prevail over any homeowner's associations' bylaws.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has herein to set its hand and seal on this the 15<sup>th</sup> day of December, 2003.

ATTEST:

**R & S DEVELOPERS, LLC**

BY:


  
 \_\_\_\_\_  
 A. R. Garner, Manager

STATE OF MISSISSIPPI

COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named A. R. GARNER, who acknowledged that he is the Manager of R & S Developers, LLC, a Mississippi Limited Liability Company, and that in said representative capacity he executed the above and foregoing instrument, after having been duly authorized so to do.

GIVEN under my hand and official seal of office, this the 15<sup>th</sup> day of December, 2003.

  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires February 6, 2005



After recording, please return to:

R & S DEVELOPERS, LLC  
120 Baker Lane  
Brandon, Mississippi 39047-8876  
(601) 829-3630

**Lots 81 through 92, Cornerstone Subdivision, Part Three, a subdivision according to a map or plat thereof on file and of record in the Office of the Chancery Clerk for Rankin County, Mississippi, in Plat Cabinet D, Slides 10 and 11, reference to which is hereby made in aid of and as a part of this description.**

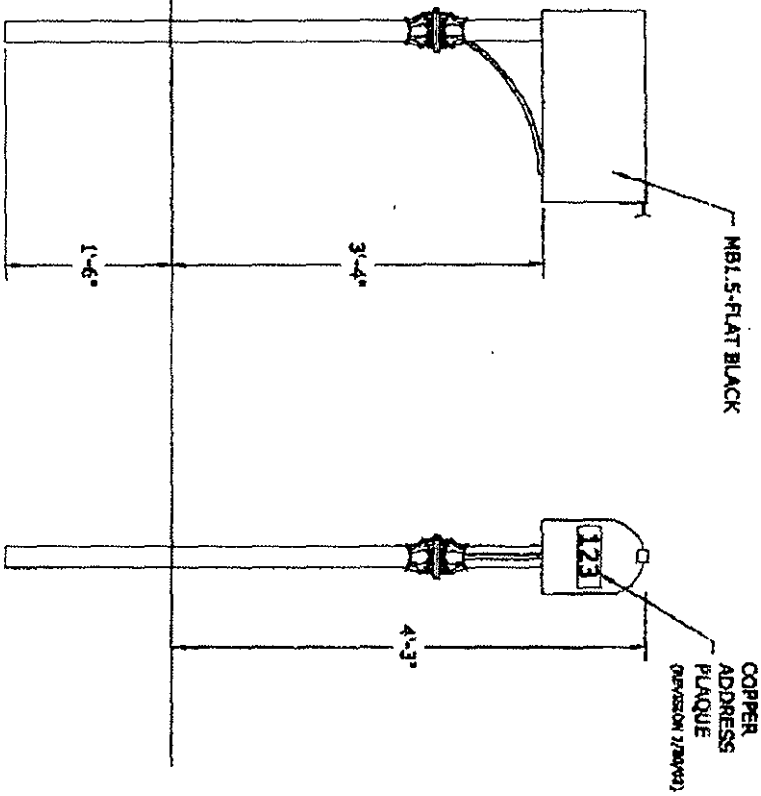
EXHIBIT "A"



CORNERSTONE

R & S DEVELOPERS  
ROUNDE & STORRD GARNIER  
120 BAKER LANE  
BIANNDON, MS 39047  
PH 829-3650 FAX 829-3624

POST-FLAT BLACK  
MB1.5-FLAT BLACK  
COPPER ADDRESS PLAQUE  
\$ 155.00 +tax  
INSTALLATION \$ 40.00  
(OPTIONAL)



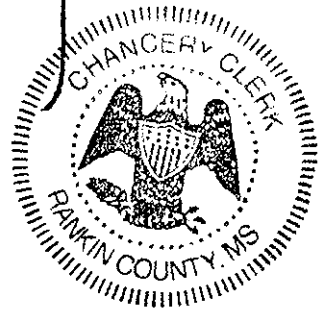
REVISED 7/30/03

COPPER SCULPTURES INC.

GILBERT WYCKE

DATE	BY	REVISION
4/15/99	JW	REFERENCE

EXHIBIT "B"



RANKIN COUNTY MISSISSIPPI  
THIS INSTRUMENT WAS FILED FOR RECORD  
2003 12-18 AM 8:30  
IN B 1042 P 445  
MURPHY ADKINS, CHY. CLK.  
BY P Myero D.C.

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Indexing Instructions: Lots 93 through 119, Cornerstone Subdivision, Part Four

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05-21-2004 01:49:44 PM  
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Rankin County, MS

## CORNERSTONE SUBDIVISION

R & S DEVELOPERS, LLC  
P.O. Box 5629  
Brandon, Mississippi 39047-8876  
(601) 709-2909

DECLARATION OF COVENANTS AND RESTRICTIONS OF  
CORNERSTONE SUBDIVISION  
BRANDON, RANKIN COUNTY, MISSISSIPPI  
PART FOUR

THIS DECLARATION made and executed on this day, by R & S Developers, LLC, a Mississippi Limited Liability Company organized and existing under the laws of the State of Mississippi (which company is referred to herein at times as the "Declarant");

WITNESSETH as follows, to-wit:

WHEREAS, the Declarant is the owner of certain real property located in the City of Brandon, Rankin County, Mississippi, being more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Declarant wish to create and carry out an orderly and uniform plan of development for the above referenced property, and hereinafter referred to at times as "Cornerstone" to subdivide, sell and/or lease said properties for various lawful uses; and

WHEREAS, the Declarant desires that each time said properties are sold or leased that all improvements erected thereon, whether by Declarant or any other owner, shall comply with the protective covenants contained herein and any other covenants which might be imposed in the future, in accordance with the terms hereof, on any portion of the properties covered herein and any properties which might later be included through expansion as hereinafter provided; and

WHEREAS, the purpose of such covenants and restrictions is to enhance the charm and beauty of the surroundings, to insure the property development and use of each building site within said property, to protect the owner or occupant, present or future, of each such site against improper development and use of other sites as will depreciate the value of his or her site; to prevent the erection on said property of structures built of unsuitable design or improper materials; to prevent haphazard or inharmonious improvements; to secure and maintain sufficient setbacks from streets and maintain adequate free spaces between structures; to provide for maintenance and upkeep of the private street or streets running through said properties; and, in general, to provide for a high quality of improvement on said property in accordance with the sensible and orderly development plans; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said Cornerstone, to create an association which can and shall be delegated and assigned the powers and duties of maintaining and administering the private street or streets running through said property and any other common areas which may be designated as such and to administer and enforce the hereinafter set forth covenants and restrictions and to collect and disburse the charges and assessments hereinafter specified; and

WHEREAS, the Declarant has caused to be formed (or shortly will cause to be formed), under the laws of the State of Mississippi, a non-profit and non-share corporation named "Cornerstone Subdivision Homeowners Association, Inc." which corporation shall have as its purpose the carrying out of the powers and duties mentioned herein and such other powers and duties related to the subject properties as may be specified in that corporation's Bylaws; and

WHEREAS, in order to facilitate compliance with the provisions, letter, spirit and intent of this Declaration, Declarant desires that each property owner within Cornerstone, and any future expansions made in accordance with the provisions herein, be a member of Cornerstone Subdivision Homeowners Association, Inc., and that the Bylaws of said corporation shall be deemed to be adopted by Declarant as sole owner of the properties described herein and all future owners shall be bound thereby.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land described herein and shall be a benefit and a burden to Declarant, its successors and assigns, and to any person acquiring or owning an interest in the subject real property and improvements, their Grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE I.

Section 1. Definitions. The words and phrases set out below, when used in this Declaration, shall have the following meanings, respectively, to-wit:

A. "Property", "Properties", or "Cornerstone" shall mean or refer to that certain real property hereinbefore described and such additions thereto as may be hereinafter bought within the jurisdiction of this Declaration or the association as hereinafter provided.

B. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any parcel which is part of the properties.

C. "Association" shall mean and refer to the Cornerstone Subdivision Homeowners Association, Inc., a non-profit corporation, organized under the laws of the State of Mississippi, its successors and assigns. This association is not organized for profit and no part of the net earnings or losses shall inure to the benefit or burden of

any member or any individual. The sole purpose of the association is to promote the comfort, health, safety and occupants of Cornerstone and as the same may be lawfully expanded and to contribute to the long-range good of the City of Brandon, Rankin County, Mississippi, and the surrounding area.

D. "Board of Directors" shall mean and refer to that group consisting of three members initially who need not necessarily be owners and later consisting of three members who shall be owners or agents of owners, who shall be elected as provided for in the association bylaws and shall have the responsibility of administering the affairs of the association. No Director shall be personally liable for any action, theft and fraud excepted, taken in good faith to carry out the purposes of the association.

E. "Declarant" shall mean R & S Developers, LLC its successors or assigns.

F. "Developer" shall mean R & S Developers, LLC its successors or assigns.

G. "Member" shall mean and refer to those who are members of the association.

H. "Private Street" or "Private Streets" or "Common Property" shall refer to that property more particularly described in Exhibit "B" attached hereto and incorporated herein by reference and to such other properties as may be added thereto by amendment to this Declaration. The maintenance and upkeep of the private streets and common property shall be borne by and shall be the responsibility of the members of the association as provided for hereinafter.

I. "Covenants and Restrictions" shall mean and include all covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges and liens set forth in this Declaration.

J. "Declaration" shall mean and include this instrument and all amendments hereto, plus all supplementary declarations and amendments thereto executed in accordance with the provisions hereof.

K. "Bylaws" shall mean and include the Bylaws of the association and all amendments thereto.

L. "Assessment" shall mean the share allocated to a Lot or to the Home Owners' Association. Such share to consists of annual assessments, special assessments, and expenses, costs, charges and other amounts incurred with respect to either such Lot or the satisfaction, discharge or compliance with any obligations or duties of the Owners of such Lot as specified in this Declaration.

M. "Streets" shall mean the streets, roads, parking areas, curbs and sidewalks as shown on the Plat for any area within Cornerstone. Notwithstanding the designation of sidewalks as part of the streets, each owner may be required to construct a sidewalk on his lot, subject to the specifications established by the Cornerstone Home Owners' Association.

## ARTICLE II.

### PROPERTIES INCLUDED AND EXPANSION PROPERTIES

Section 1. Property Subject to Declaration. The real property which is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the City of Brandon, Rankin County, Mississippi, and is more particularly described as Lots 93 through 119, Cornerstone Subdivision, Part Four, whose plat is filed in the offices of the Chancery Clerk in Brandon, Mississippi in Plat Cabinet C at Slot 352.

Section 2. Expansion Part Property. Declarant may, at some future time, expand Cornerstone in increments or parts, the exact size and configuration of which shall be within the sole discretion of Declarant or its successors in title. In connection with such expansion, Declarant does herewith expressly desire to provide for the imposition upon such future expansion of mutually beneficial restrictions and covenants for the benefit of all owners in Cornerstone, including those in expanded areas, and their then and future owners, and to provide for the reciprocal restrictions and easements among and for the benefit of all of Cornerstone Owners to the extent that the project is expanded.

It is herewith provided that Declarant, or any other person with the written consent of Declarant, shall have the right to annex to the property described in the attached Exhibit "A," any additional contiguous or non-contiguous real property now or heretofore owned by the Declarant and any such annexation or expansion shall have the effect of making the annexed or expanded property part of the Property (as herein defined) and extending the scheme of the within covenants and restrictions to such annexed or expanded property.

Any annexations or expansions of additional real property to the Property described in Exhibit "A" shall be made by recording a Supplementary Declaration of Covenants and Restrictions in the land records in the office of the Chancery Clerk of Rankin County, Mississippi, which Supplementary Declaration shall, by declaration therein, extend the scheme of the within covenants and restrictions to the annexed additional property therein described. Such Supplementary Declaration shall be executed by the person who owns the fee simple title to the additional property being annexed, and if such person is other than the Declarant, shall be executed also by the Declarant. Such Supplementary Declaration may contain, with respect to the additional property annexed thereby, whatever complimentary additions and modifications to the covenants and restrictions set forth herein as may be appropriate to reflect the different character or use, if any, of the annexed additional property, provided, however, that in no

event shall such addition or modification be substantially inconsistent with the provisions of this Declaration.

The right of expansion as herein above set forth is expressly reserved by Declarant, its successors and assigns, as an integral part of the Cornerstone development and this Declaration, and this right may not be revoked, modified, amended, or otherwise altered, by the Association, or the members thereof, notwithstanding any language contained in this Declaration, or an supplement hereto, relative to amendment or modification, without the express written approval of the Declarant. It is the purpose of this Provision to insure that nothing contained in this Declaration will allow the right of expansion reserved herein to Declarant to be infringed upon or otherwise affected without the written approval of Declarant.

### ARTICLE III.

#### COVENANT OF COMPLIANCE BY OWNERS

Section 1. Covenant to Comply. Every person, persons or entity who accepts a deed to a parcel in Cornerstone, covenants whether or not it shall be so expressed in the deed of conveyance, that he will faithfully comply with and abide by the letter and spirit of the provisions of this Declaration and the Bylaws and Rules and Regulations of the association as same may be constituted and as they may be lawfully amended from time-to-time.

### ARTICLE IV.

#### CORNERSTONE HOME OWNERS' ASSOCIATION

Section 1. Membership. Each owner in the Cornerstone Subdivision, regardless of which phase or part, shall be a member of the Cornerstone Home Owners' Association, and this membership shall be inseparable or appurtenant to and shall pass with the title to each parcel of property. It is the express intent of this declaration that there be only one (1) homeowners association for the Cornerstone Subdivision, no matter which phase or part. Parcels with multiple ownership shall be entitled to one membership in the association and one of the owners of such parcel shall be designated in writing by the co-owners as their respective representative in matters pertaining to the association.

Section 2. Voting Rights. Every member of the association shall have one vote for the election of all officers. For all other matters and purposes of the association, every member shall have one vote for each lot which that member owns. If the fee title to a particular lot is owned of record by more than one person, the vote appurtenant to such lot may be exercised by only one of the fee owners thereof as designated in writing by the other co-owners of the subject lot or lots.

Section 3. Delegation of Membership and Voting Rights. Any owner may delegate or assign his voting rights to any tenant in possession of owner's lot upon such terms and conditions as they themselves may agree upon, and upon written notice to the Board of Directors of the association, and such tenant shall be deemed to be a member of the association in the place of the owner for the period of the assignment. Nothing herein contained, however, shall relieve the owner of his responsibility for any assessment due the association or for any other responsibilities and obligations which owner might have under the terms of this Declaration and under the Bylaws, Rules and Regulations of the association.

Section 4. Absentee Owners. Permanent absentee owners shall designate an individual (adult) as their agent or attorney-in-fact to represent them in all matters concerning the association or enforcement of this Declaration. Such agent or attorney-in-fact may, at the option of the owner, be a tenant in possession of owner's lot.

### ARTICLE V.

#### COVENANT FOR ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each parcel which it owns within the properties, hereby covenants and each owner of any other parcel or lot of the property by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association the following:

(1) Assessments. Each lot owner, excluding Developer, is deemed to covenant and agree to pay to the Cornerstone Home Owners' Association (a) a quarterly assessment in the amounts described hereinafter and (b) special assessments for capital improvements at such times and in such amounts as may be required and as hereinafter provided. The quarterly and special assessments, together with interest at the rate of ten percent (10%) per annum, costs, and reasonable attorneys' fees (the "assessment debt") shall be a personal indebtedness and obligation of the owner of each lot at the time when the assessment becomes due and payable, and the assessment debt shall also be a charge upon the lot or lots and a continuing lien upon the real property against which the assessment is made, until the total assessment debt therefor is paid. All obligations for delinquent assessment debts shall pass to and be assumed automatically by successors in title to the lot for which the assessment is made, by virtue of the successor's acceptance of a conveyance of that lot, but such assumption by the successor or successors shall not relieve the prior owner or owners of their continuing personal obligations for those debts and they and the successors shall be jointly and severally liable for the amount of the assessment debts, until the same be paid in full. The quarterly and special assessments levied by the Cornerstone Home Owners' Association shall be used

exclusively to promote the recreation, health, safety, and welfare of the residents of the subdivision, and for the improvement and maintenance of the streets and common areas of the subdivision, as shall be determined and directed by the Association.

(2) Date of commencement of quarterly assessments and due dates thereof. The quarterly assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the streets and common areas to the Association or upon completion of the first home in the subdivision. The first quarterly assessment shall be adjusted on a pro rata basis according to the number of months remaining in that calendar quarter. The quarterly assessment against each lot will be fixed between January 1 and January 15, inclusive, of each year, and written notice thereof shall be mailed or delivered to each owner subject thereto forthwith. The assessment will be due and payable immediately upon receipt of notice and shall be deemed to be in arrears if not paid on or before the last day of the first month of the respective calendar quarter (i.e. January 31, April 30, July 31, October 31).

(3) Special assessments for capital improvements. In addition to the quarterly assessments, the Association may levy, in any assessment period, a special assessment applicable to that assessment period, or spread out over several assessment periods for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon one or more of the streets or common areas, including fixtures and personal property related thereto, provided, however, that any such special assessment shall first have the assent of two-thirds of the votes of the members other than Developer who are voting in person or by proxy at a meeting duly called for that purpose, and also the assent of Developer at that meeting.

(4) Conduct of meetings of the Association relating to assessments. Written notice of any meeting of the membership of the Association called for the purpose of fixing the amount of a quarterly assessment, or of modifying either of those actions, shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of the votes held by members other than Developer, together with Developer, shall constitute a quorum. If the required quorum is not then present, a recessed meeting may be called subject to the same notice requirements, and the required quorum at the recessed meeting shall be one-half of the required quorum for the original meeting. No such recessed meeting with a reduced quorum shall be held more than sixty days following the original meeting called for that purpose.

(5) Uniform rate of assessment. Both quarterly and special assessments must be fixed at a uniform rate for all lots and shall be collected on a quarterly basis as set forth herein, with the exception of assessments on Lots owned by Declarant, which is set forth in Section 10 below.

(6) Quarterly assessment. Until January 1, 2003, the initial assessment applicable to any lot shall be \$50.00 per calendar quarter, adjusted pro rata for the length of time remaining in that calendar quarter after the date of the conveyance. The Board of Directors of the Association may fix subsequent assessments at regular or special call meetings of the Association membership.

Section 3. Purpose of Assessments. The assessments levied by the association shall be used exclusively to promote the health, safety and welfare of the owners and occupants of Cornerstone to defray all costs incurred in property caring for and maintaining Cornerstone a prestigious development; and to accomplish the intent of this Declaration. The assessments provided herein shall include, but not be limited to the costs of providing materials and services to accomplish the following:

- A. Maintaining, replacing and repairing the streets, roadways, sidewalks, and open areas within the property.
- B. Maintaining the landscaping at the entrance to Cornerstone.
- C. Maintaining the appearance of entrance markers, gates, identification signs, and street markers in a good state of repair.
- D. General policing of Cornerstone on a regular basis to remove bottles, cans, trash or debris discarded by the public along the streets or roadways.
- E. Maintaining utilities, drainage ditches, and other services which are to be provided by the association.
- F. Paying the costs of insurance premiums on any insurance which the association carries.
- G. Paying all ad valorem taxes and other taxes and fees which may accrue to the association.
- H. Paying all necessary and reasonable costs of administration, management, legal and accounting services connected with association, including, the payment of a reasonable fee to any management agent designated by the association.
- I. Provide such other services as the association may deem to be in the best interest of the development and the members of the association.

The Cornerstone Home Owners' Association is not organized for profit and no part of the net earning shall inure to the benefit of any member, any director of the association, any officer of the association or any other individual.

Section 4. Assessments Are Not Dues. All assessments herein provided are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the Association.

Section 5. Changes in Assessment. After January 1, 2003, the Board of Directors of the association may, after consideration of the then current costs of providing services herein above enumerated, increase the initial or quarterly assessments to cover the actual costs of such services. The Board of

Directors of the association may also, after consideration of the then current maintenance costs and future needs of the association, fix the regular quarterly assessment and initial assessment for any subsequent quarter or quarters at a lesser amount.

Section 6. Notice and Quorum for Action on Assessments. Written notice of any hearing called for the purpose of taking action on any assessment provided herein (including special assessments and changes in quarterly and initial assessments) shall be sent to all members of the association by certified mail, not less than five (5) days nor more than thirty (30) days, in advance of the meeting. At least sixty percent (60%) of the owners or proxies of owners must be present at such meeting in order to constitute a quorum. If the required is not present, another meeting may be called subject to the same notice requirement and the required quorum at this subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. In addition, written notice of the regular quarterly assessment provided herein shall be sent to every owner subject thereto.

Section 7. Assessments for Street Maintenance Must Be Maintained. No provision contained herein above or in any part of this Declaration or in any supplements hereto, shall excuse or otherwise negate the association's responsibility for the proper upkeep and maintenance of the streets and roads of Cornerstone. Notwithstanding anything contained herein to the contrary, the association and the members thereof may not amend, revoke, modify or otherwise alter any portion of this Declaration or any supplements hereto in any manner which relieve the association of its responsibilities and duties hereunder for street maintenance and upkeep and the collection of assessments necessary to defray the costs thereof, without the express written consent of the Declarant. It is the purpose of this provision to provide assurance and protection to the Declarant that the streets of Cornerstone will be properly and safely maintained and that the responsibilities for such maintenance and the cost thereof will be borne as provided herein by the association and that such responsibility will not be amended, modified, revoked or otherwise altered without the written consent of the Declarant.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon from the due date at the rate of ten percent (10%) per annum. After ten (10) days written notice of the delinquent assessment is given to the owner, the association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot or parcel of property, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as debt or to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the association in a like manner on a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the association and shall be for the benefit of all other lot or parcel owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his parcel or property. In any event, reasonable attorney's fee of not less than twenty percent (20%) of the sum owed, and reasonable costs of collection, shall be added to the amount of each delinquent assessment.

Section 9. Subordination of Lien to Mortgages. The lien upon any lot or parcel provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first mortgage on such lot or parcel made in good faith and for value received and the lien hereunder shall in no way effect the rights of the holder of any such first mortgage. Sale or transfer of any property shall not effect the assessment lien. However, the sale or transfer of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such property from liability for an assessment thereafter becoming due or from the lien thereof. Such foreclosure, deed, assignment or other proceeding arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure or the transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of such maintenance assessments, which lien, if to be assertive as to any such assessments thereafter becoming due, shall have the same effect and be enforced in the same manner as provided herein.

Section 10. Assessment of Declarant. Any regular or special assessments upon any lot or lots owned by Declarant shall be in an amount equal to twenty-five percent (25%) of the assessment of the other lots owned by owners. This provision shall apply only so long as said lots are owned by Declarant.

Section 11. Ad Valorem Property Taxes.

- A. Each owner shall be responsible for his own ad valorem taxes.
- B. The association shall be responsible for the payment of ad valorem taxes on all lots, parcels, streets, or common areas to which the association may hereinafter take fee title.

Section 12. Management Agent. The Board of Directors of the association may employ for the association a management agent or manager (hereinafter called the "Management Agent") at a rate of compensation established by the Board of Directors, for which Management Agent shall perform such duties and services as the Board of Directors from time-to-time authorize. These duties and services of the Management Agent may include, without limitation, the power and authority to do the following:

A. To collect the initial, annual and special assessments and to provide for the enforcement of liens and securing same in any manner consistent with law and within the provisions of this Declaration.

B. To deposit all assessment collections in a common expense fund with a banking institution and to make payments from such fund for the benefit of the association and in keeping with the intentions and responsibilities herein set forth, all of which shall be subject to the authorization and approval of the Association, to which the Management Agent shall at all times be accountable.

C. To provide for the care, upkeep, maintenance and surveillance of the streets, sidewalks and any other common areas.

D. To select, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the streets, sidewalks, and common areas.

E. To promulgate, with the approval and confirmation of the Board of Directors and to enforce such rules and regulations and such restrictions, requirements, and the like as may be deemed proper, respecting the use and care of the streets, sidewalks and common areas.

F. To provide such other services for the association as may be consistent with the law and with the provisions of this Declaration.

Section 13. Limitation of Liability. The association shall not be liable for any failure of any service to be furnished by the association or paid for out of the common expense fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from the streets, sidewalks or any common areas or from any pipe, drain, conduit or the like. The association shall not be liable to any member for loss or damage to any articles, by theft or otherwise, which may be left or stored upon any common areas. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvement to the streets, sidewalks or common areas, or from any action taken by the association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any county or governmental authority.

## ARTICLE VI.

### EASEMENT RIGHTS

Section 1. Reservation of Easement Rights by the Declarant. In connection with the development of Cornerstone, the Declarant shall convey non-exclusive easements and rights-of-way (and reserve unto itself and its designees certain non-exclusive easements and rights-of-way) in, through, over and across portions of the properties comprising Cornerstone for the purpose of installing, constructing maintaining, reconstructing and repairing sewer lines, water lines, electrical cables telephone cables, gas lines, storm drains, drainage ditches, television cables and underground conduits and appurtenant to any of same, and for all other purposes reasonable related to the completion of construction and the provision of utility services, whether public or private, to the Cornerstone development. Any and all instruments of conveyance made by the Declarant to any individual or other entity with respect to any of the subject property shall be conclusively deemed to incorporate the conveyance of such easements or the reservation thereof, whether or not specifically set forth in such instruments.

It is the intention of Declarant to convey easements to the proper authorities and entities for the installation, construction, maintenance, reconstruction and repair of sewer lines, water lines, electrical cables, telephone cables and underground conduits, and appurtenance to any of same in the initial stages of development of Cornerstone. Notwithstanding anything contained herein to the contrary, however, it is the intention of the Declarant through the above reservation to insure that any additional easements, licenses and rights-of-way for the purposes set forth herein above which may be required for the orderly maintenance, preservation and enjoyment of Cornerstone development be protected and insured to the extent allowable by law. It is the further purpose of this reservation to provide for the preservation of the health, safety, convenience and welfare of all the owners of the lots and parcels of land of Cornerstone.

Section 2. Street Easement. In connection with the development of Cornerstone, Declarant shall convey a non-exclusive easement for ingress, egress and regress to all members of the association in, through, over and across the streets of Cornerstone. All such streets and all walkways, roadways, sidewalks and the like, are expressly made subject to a non-exclusive easement for ingress, egress and regress for the benefit of all members of the association, the Declarant, their respective heirs, personal representatives and assigns and all other persons claiming under any of them.

Section 3. Reservation in Deeds. Declarant may make other reservations and restrictions applicable to each lot by appropriate provision in the deed conveying said lot, and such reservations and restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

Section 4. Public Dedication of Streets or Other Properties. The streets, roads, or any portion thereof, and any other common properties of Cornerstone may be dedicated and transferred to any public or municipal agency, authorities, or utility for any purpose consistent with the Declaration and subject to such conditions as may be agreed upon by the members and Declarant; provided, however, that no such dedication or transfer or determination as to purpose or as to conditions, shall be effective unless seventy-five percent (75%) of the members of the association consent thereto and, furthermore unless written consent to such dedication, transfer, purpose and conditions be obtained from Declarant. In the event that a public dedication is made, it shall be required that all private streets will meet applicable city requirements before acceptance by the City of Brandon or Rankin County, Mississippi. This right of written approval is expressly reserved by and in Declarant, and this Declaration, or any supplements hereto, may not be amended, revoked, modified, or otherwise altered so as to infringe upon or negate this right.

Section 5. Private Streets. The Streets shall be private streets owned by the Association. At some time



after the plats of the subdivision are filed for record, the Declarant shall convey to the Association all right, title and interest in and to the Streets. Notwithstanding such conveyance, the Declarant shall be responsible for the construction of the Streets. The Streets will be constructed in accordance with generally acceptable standards for construction in residential neighborhoods in Rankin County, Mississippi. Prior to the final overlay of the surface or wearing course, the Declarant shall be responsible for the repair and maintenance of the Streets. After completion of construction on a substantial number of the dwellings in a particular area or on a particular Street, the Declarant shall cause the construction of such Street to be completed by overlaying of the surface or wearing course of the pavement. The determination of such final construction shall be solely in the discretion of the Declarant. Upon completion of the overlay of the surface or wearing course, all responsibility for the repair and maintenance of such Street shall be assumed by the Association.

Section 6. Gates. At such time as the Declarant in its discretion determines, the Declarant shall install a gate on the main entrance to the subdivision. The gate shall be of a type or style which Owners can open or close by use of a card or other device or mechanism. The Declarant shall provide a card or other applicable opening device to any public agencies, such as police, fire, utilities, etc. So long as the Declarant continues to own land or lots in the subdivision, the Declarant shall control the operation of the gates and shall establish the hours during which the gates shall remain open or be locked. As such times as the Declarant no longer owns land or Lots, or sooner if the Declarant desires, control of the gates shall be transferred to the Association. Notwithstanding the installation of gates or the implementation of rules or procedures governing the opening, closing and locking of the gates, the Declarant makes no representation or warranty concerning any matter of security or safety of the Property. By acceptance of a deed or other conveyance of a Lot, each Owner releases the Declarant from any claim, damage or liability arising from or related to the operation of or timing of the opening, closing and locking of the gates.

#### ARTICLE VII.

#### BUILDING REQUIREMENTS, ARCHITECTURAL AND LANDSCAPE CONTROLS AND REQUIREMENTS

Section 1. The purpose of this Article is to prevent the erection of structures built of improper design and/or materials, to encourage the erection of attractive improvements at appropriate locations, and to prevent haphazard and inharmonious improvements, all for the benefit of all of the owners of Cornerstone and to insure esthetic unity to all Cornerstone while at the same time allowing flexibility and diversity in landscape design. Nothing contained in this Article shall be construed or interpreted to mean that Declarant, his employees, agents, successors or assigns, or the Board of Directors of the association assumes any responsibility for the structural design of any improvement or landscape design.

Section 2. All lots or parcels in Cornerstone shall be known, described and used as residential lots and no structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single family dwelling not exceeding two stories in height. No dwelling shall exceed two stories in height, except that three-story dwellings will be permitted if the additional story is a basement, or if a minimum of fifty percent (50%) of the additional story is below street grade of the street or streets abutting the Lot upon which the dwelling is situated. No accessory or out-buildings shall be erected, altered, placed or permitted to remain on any of said lots or parcels without the express written approval of Declarant, it being Declarant's desire and intention that any accessory or out-building shall be attractive in appearance and that the approval or allowance of same shall be subject to his express written approval. Such express written approval shall be obtained from the Declarant prior to the erection of any such accessory or outbuilding.

Section 3. Except as otherwise provided, no dwelling, nor any other building, shall be located on any Lot in the Subdivision nearer than twenty (25) feet from the adjoining right-of-way line of the street abutting the front lot line of the Lot, nor nearer than twenty five (25) feet to any right-of-way line of a street abutting any other side of the Lot. Except as otherwise provided, no dwelling or any other building, shall be located on any Lot in the Subdivision closer than five (5) feet to any interior side line of the Lot. Except as otherwise provided, no dwelling or any other building shall be located on any Lot in the Subdivision closer than twenty (20) feet to the back lot line of the Lot. Any variations to this require the express written approval of Declarant.

Section 4. Each residence shall be provided with off-street parking in the form of a paved driveway extended from the pavement on the street on which the residence faces to the garage or carport, which garage or carport must be attached to the dwelling, or from the street paving to the rear of such residence. All garages will be a minimum of two car garages and a maximum of three car garages and all will be enclosed with a door. No garage shall be converted to a use other than as originally constructed, without architectural approval and providing for an approved replacement garage.

Section 5. No dwelling shall be constructed, placed, moved or maintained upon any of the Lots within Cornerstone Subdivision, Part Four unless such dwelling shall contain at least **two thousand (2,000) square feet** of heated floor space exclusive of open porches and unheated storage spaces.

Section 6. The property may not be re-subdivided. Only one residence shall be erected and maintained at any time on any one of the lots or parcels of Cornerstone. However, nothing in any of these restrictions shall be construed as prohibiting the owner of a combination of two or more contiguous lots or one or more lots and a portion of an adjoining lot or lots, from erecting one residence only thereon and locating the same as if said contiguous lots or portions of lots were but one single lot.

Section 7. In constructing or causing to be constructed, a residence on any lot or parcel, owner shall not substantially duplicate the exterior elevation, design, or architecture of any other residence then existing or in the process of being constructed in Cornerstone without prior approval of the Declarant. Such permission to be obtained

prior to beginning construction. The plans for the residential structure, to include landscaping plans and designs, to be constructed on all lots and parcels in Cornerstone shall be submitted to Declarant for its approval. Such approval shall be required prior to the commencement of the construction, but such approval shall not be unreasonably withheld. A copy of construction and landscaping plans and designs shall be furnished to the Declarant for its files without cost to it. Landscaping plans must include a minimum of two (2) three inch (3") diameter trees in front of dwelling. Architectural plans, landscape plans and designs, and any topography changes, for new construction, additions to existing structures or exterior remodeling of existing structures, must be submitted to Declarant for approval prior to construction beginning.

Section 8. Certain architectural guidelines have been established to provide property owners, architects and contractors with a set of parameters for the preparation of their drawings, specifications and plans. Architectural plans must be submitted to the Developer/Subdivision Homeowners Association for approval prior to the beginning of construction activity including clearing and site work to insure aesthetic harmony within the Development. Plans required to be submitted include

The Developer/Subdivision Homeowners Association will review and approve all construction designs and plans for:

- Consideration of primary site design requirements.
- Sensitivity to the existing landscape features of each site.
- The visual relationship or physical impact the proposed home may have on surrounding home sites.
- Excellence of architectural design.

By encouraging quality and attention to detail, the aesthetic harmony, natural tranquillity and overall property values at Cornerstone will be enhanced and preserved. The Developer/Subdivision Homeowners Association does not seek to restrict individual creativity or preference, but rather to maintain a visually pleasing and appropriate appearance for each home site within the community.

Section 9. The builder of the original dwelling on each Lot in the Subdivision shall construct a sidewalk four (4) feet in width along the entire length of that portion of the public street or streets which abuts the Lot. The edge of each sidewalk nearest to the street along which it is constructed shall be located two (2) feet from the back of the curb alongside the street, unless it becomes necessary to curve the sidewalk away from the curb so as to avoid a fire hydrant, street sign, tree or other obstruction. If it becomes necessary so to curve the sidewalk, the sidewalk shall be curved smoothly, uniformly and attractively away from the curb and around the obstruction so that neither the obstruction nor the sidewalk itself will become a hazard to persons using the sidewalk. Construction and/or maintenance of the sidewalk either within the street right-of-way or on private property shall constitute the granting of permission to use the sidewalk to any and all persons who use the sidewalk in a safe and reasonable manner. The grade of each such sidewalk shall be uniform and consistent with, and shall vary uniformly and consistently with, the grade of the top of the curb along which the sidewalk is constructed. Each such sidewalk shall be scored at four-foot intervals, with an expansion joint every eight (8) feet, and shall be constructed of broom finish concrete four (4) inches in thickness.

Section 10. Plans for the construction of any fence must be submitted to and approved by the Architectural Review Committee before any fence is placed or construction is commenced on any Lot in the Subdivision. Such plans must include the location, materials, height, design, character and color of each and all components of the fence. Any fence, which does not comply with the plans approved therefor, shall be removed or brought into full compliance with the approved plans.

Section 11. All mailboxes shall be the type approved by the Architectural Review Committee. Any mailbox, which does not comply with the approved mailboxes, shall be removed. (See attached exhibit for samples of acceptable mailboxes or contact the Developer).

Section 12. The maintenance, upkeep and repair of any and all drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities located on any Lot shall be that of the homeowners association unless the city or county has the duty to do so; however, the homeowners association may elect to maintain or repair drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities even if the city or county has the duty to do so. Should any maintenance, upkeep or repair need to be conducted on any Lot or Lots, the personnel and machinery conducting such work shall be allowed to access any drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities by way of subdivision Lots. The Declarant shall have the right to improve, maintain and repair such pipes, inlets and facilities at any time for any purpose. In no event shall the Declarant have the duty to improve, maintain or repair any drainage pipe, storm water inlet or other appurtenant drainage facility located within the Subdivision. Under no circumstances shall drainage facilities be considered a "utility" which is reserved to the Declarant by the Reservation of the Plat of the Subdivision.

Section 13. Roof cladding for all dwellings shall be approved by the Architectural Review Committee.

Section 14. All electrical, telephone, and television service drops shall be underground.

Section 15. No structure of a temporary nature such as a tent, shack, garage, basement or other out-building shall be used on any lot in Cornerstone at any time, nor shall any house trailer or other movable living quarters be located on any lot in Cornerstone at any time unless same be stored in a closed garage. No trailer, mobile home, manufactured home, or other similar type of modular home shall be placed, situated, stored, erected, or the like on any lot in Cornerstone. Only site built homes shall be placed, situated, erected, built, or the like on any lot in Cornerstone.

Section 16. Direct Satellite Systems or comparable dishes will be allowed on the roof of houses constructed in this phase and part with the maximum dish or antenna diameter allowed being 20 inches. No other solar panels will be utilized on the roof or other exterior portions of the dwelling so as to be visible from the street or from any adjacent property. Telecommunication (television, television cable, satellite reception, telephone, radio, or similar devices) antennae or comparable devices for the purpose of either transmitting or receiving telecommunications of any type will not be erected, installed, or situated on any lot, either temporarily or permanently.

Section 17. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

Section 18. No fence, wall or hedge situated on interior portions of the development shall be placed on any portion of a lot or parcel higher than six (6) feet from the ground. It is recognized that certain lots or portions thereof may be adjacent to and abut properties not compromising a part of Cornerstone and the owners of such lots may place fences, walls, or hedges on that portion of their lots which are adjacent to or abut non-Cornerstone properties at a height higher than six (6) feet so long as the said fences, walls, or hedges do not detract from or otherwise impair the overall beauty and attractiveness of Cornerstone. Should a hedge, shrub, or flower or other planting be so placed, or afterward grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property. No decorative type fencing or column may be placed on any of the said lots or parcels between the front property line and the house setback line, without written approval of Declarant. Chain-link fences of all kinds are prohibited. If wood privacy fencing is desired, only a "Good Neighbor" fence is allowed. (See attached pages for specific detail requirements).

Section 19. Each lot or parcel owner, will maintain the appearance of his lot or parcel in a high quality condition. The grass, flowers and shrubbery must be kept in an orderly fashion. No trees of six inch (6") diameter or more or flowering trees such as dogwood, redbud, etc., of any size may be cut without the consent of Declarant. Until a residence is built on a sold lot, Declarant at his option and sole discretion may mow the subject lot or parcel and have dead trees and debris removed therefrom, and the owner of such lot shall be obligated to reimburse Declarant for the costs of such work should he refuse or neglect to comply with required upkeep thereof. No trash, garbage, ashes, refuse, or other waste shall be thrown or dumped on any vacant lot in the subdivision.

Section 20. No plants, shrubs, bushes, trees or other type greenery shall be planted on any lot or parcel at the intersection of the streets or otherwise cause hazardous traffic conditions; and no planting of the above nature or kind shall be permitted on any lot which obstructs visibility and causes hazardous traffic conditions.

Section 21. Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such lots. This requirement applies to all lots before and after a home is built on the lot. Should a hedge, shrub, tree, flower or other planting grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property.

Section 22. There shall be no continuous planting in excess of two and one-half feet (2 ½') high along property lines or other direct lines between the front of any residence located on any lot or parcel and the front property line.

Section 23. Landscaping of a lot must be completed within one hundred twenty (120) days after the date on which the main structure is 95% complete. All front yards must receive solid sod.

Section 24. Building materials of every kind or character being used in connection with the construction of improvements shall be placed and stored within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the edge of the street pavement and the property line. Such building materials shall not be placed or stored upon the subject lot prior to the commencement of construction for an unreasonable period of time.

Section 25. No signs, billboards, posters or advertising devices of any character shall be erected, installed or placed on any of said lots or parcels for any purpose at any time, without the written approval of Declarant with the exception of one "For Sale" sign which shall be no greater in size than 8 square feet in area and one name and/or number plate not exceeding 120 square inches in area.

Section 26. There shall be no more than three (3) basic wall materials used on the front of any residence constructed on any lot or parcel, unless prior written approval has been obtained from Declarant.

Section 27. Inoperative vehicles shall not be kept on any of the lots in the subdivision. All collectable vehicles, utility trailers, boats, or any type recreational vehicle or any junk of any kind or character shall be hidden by fences.

Section 28. No firearms, archery equipment or other devices of a similar nature which may be classified as weapons shall be operated or used on any lots in this subdivision.

Section 29. Not more than three (3) colors may be used on the front of any residence constructed on any of the said lots or parcels and said colors should be so applied so that the balance of continuity and design for the area is maintained. At his option, the Declarant reserves the right to review and approve exterior color schemes.

Section 30. No mechanical equipment, such as filter systems for swimming pools, cooling towers or similar type equipment except air conditioning compressors shall be located so as to be visible from the street.

Section 31. Water runoff for each individual building site must be handled by adequately sloping areas so that runoff is directed to the natural drainage areas or to storm drainage facilities. No structure or improvements can alter the natural drainage of the site to the degree that it negatively impacts the surrounding home sites or existing mature trees.

Section 32. All rights, duties, and obligations granted to and imposed upon Declarant under the terms of this Article and under the terms of this Declaration shall be transferred, assigned, and conveyed to the Cornerstone Subdivision Homeowners Association once all of the lots comprising Cornerstone have been conveyed by Declarant to third parties. Such rights, duties and obligations may be transferred, assigned, and conveyed to the association prior to such time upon the mutual consent of Declarant and the association.

Section 33. The undersigned and/or their heirs, successors or assigns and affiliated companies assume no responsibility or liability for accidents, illness, drowning or any damages of any kind or character occurring on property belonging to the undersigned and/or their heirs, successors or assigns and affiliated companies in the general area of Rankin County known as "Cornerstone".

Section 34. Owners shall be required to maintain their property in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued through the establishment of permanent vegetative cover. Owners acknowledge and agree that Developer is not responsible for damages which may be suffered by Owners or other property owners or parties as a result of site preparation work carried out by Owners and his/her/their subcontractors and Owners agree to hold Developer, its owners, assigns and the like harmless from any such damages sustained in connection therewith.

#### ARTICLE VIII.

#### GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations of this Declaration. Failure by the Declarant, association, or any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right so to do thereafter.

Section 2. The provisions of this Declaration shall be liberally construed and interpreted at all times in such a way as to effectuate the purposes of the Declaration in creating and carrying out a uniform plan for the development of the property.

Section 3. Attorney's Fee. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provisions hereof by reference to otherwise, the prevailing party or parties shall also be entitled to an award of reasonable attorney's fees, in such amount as may be fixed by the Court in such proceeding.

Section 4. Declarant Held Harmless. Each and every owner and occupant of any portion of the property shall and does, by accepting title to its interest in the property, agree to indemnify, defend, and hold harmless Declarant, his agents, employees and successors, against and from all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation and/or maintenance of the improvements on the portion of the property occupied by, owned by or under the control of such owner or occupant, the use and/or possession of such portion of the property, and the conduct of business in any other activities by such owner or occupant or his guests or invitees on any portion of the property.

Section 5. Nuisances. Obnoxious or offensive activity shall not be carried on upon any lot or parcel, nor shall anything be done thereon which may be, or become, an annoyance or nuisance in the neighborhood.

Section 6. Prohibition as to Animals. No animal shall be permitted to remain in Cornerstone except dogs and cats. The entire Cornerstone area must be kept clean and odorless. No fowl shall be allowed thereon except birds, which are caged as inside pets. All pets shall be kept on owner's property and not allowed to molest domestic servants, postal carriers, yard workers, passers by, or other individuals. Dog pins shall be provided in a remote and inconspicuous area of a lot or parcel for the keeping of that lot or parcel owner's dog or dogs which are not inside pets.

Section 7. Clothes Lines. No outside clotheslines or other outside clothes drying or airing facilities shall be allowed.

Section 8. Amendment of Covenants. These covenants may be amended by the Developer at any time so long as Developer continues to own at least one-half (1/2) of the numbered lots in the subdivision covered by these covenants. From and after such time as Developer owns fewer than one-half (1/2) of the numbered residential lots of the subdivision, these covenants may be amended by agreement of the owners of not less than seventy-five percent (75%) of all of the numbered residential lots of the subdivision subject to these covenants. Any such amendment shall be made in writing duly subscribed by the party or parties authorized to make the amendment, properly acknowledged, and recorded in the deed records of Rankin County, Mississippi. The covenants and restrictions

herein contained are to run with the land and shall be binding on all parties, persons, parties claiming under them, for an initial period of twenty-five (25) years from the date these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless and until an instrument of amendment signed by the owner or owners of seventy-five percent (75%) of the above described lots or parcels have been recorded in the public records revoking, modifying or amending said covenants and restriction. The right of amendment set forth herein is expressly made subject to those particular reservations contained in this Declaration which afford Declarant the right of written approval before amendment, modification, revocation or other alteration of this Declaration, or any supplements hereto, can be made.

Section 9. Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulations pertaining to the ownership, occupation or use of any property within Cornerstone is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

Section 10. Conflicts with Homeowners Association. Should any conflict between these covenants and any homeowners associations' bylaws arise, the terms in these covenants shall prevail over any homeowner's associations' bylaws.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has herein to set its hand and seal on this the 21<sup>st</sup> day of May, 2004.

ATTEST:

R & S, DEVELOPERS, LLC

BY:   
Manager

STATE OF MISSISSIPPI

COUNTY OF Rankin

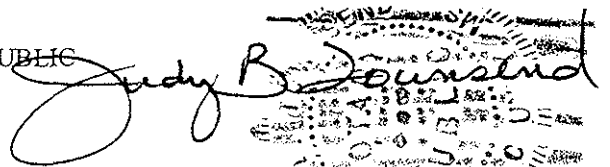

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named T I Garner, who acknowledged that he is the Manager of R & S Developers, LLC, a Mississippi Limited Liability Company and that in said representative capacity he executed the above and foregoing instrument, after having been duly authorized so to do.

GIVEN under my hand and official seal of office, this the 21<sup>st</sup> day of May, 2004.

My Commission Expires:

My Commission Expires October 20, 2007

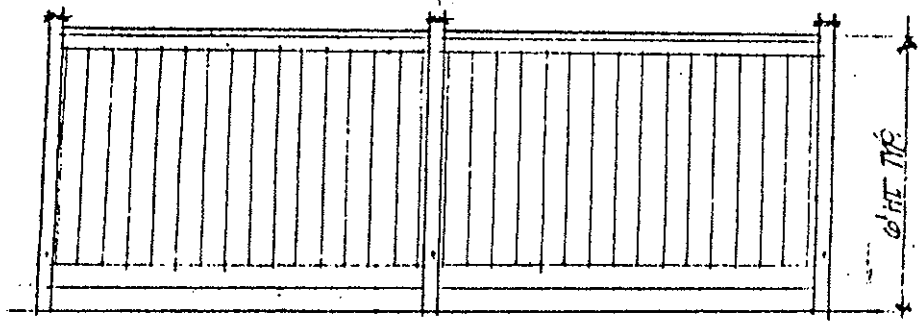
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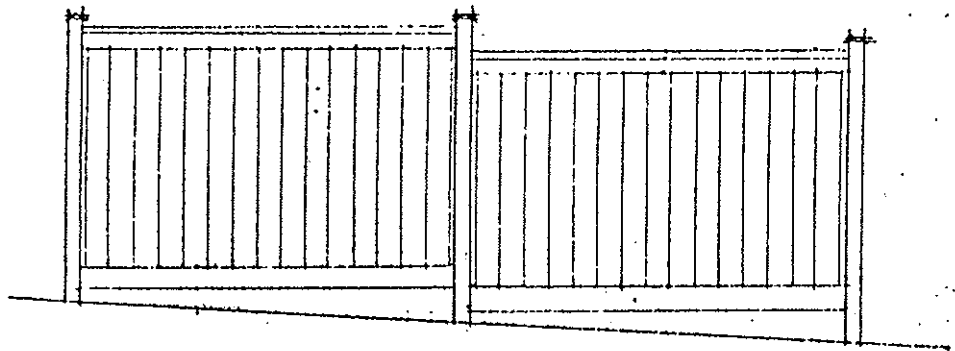
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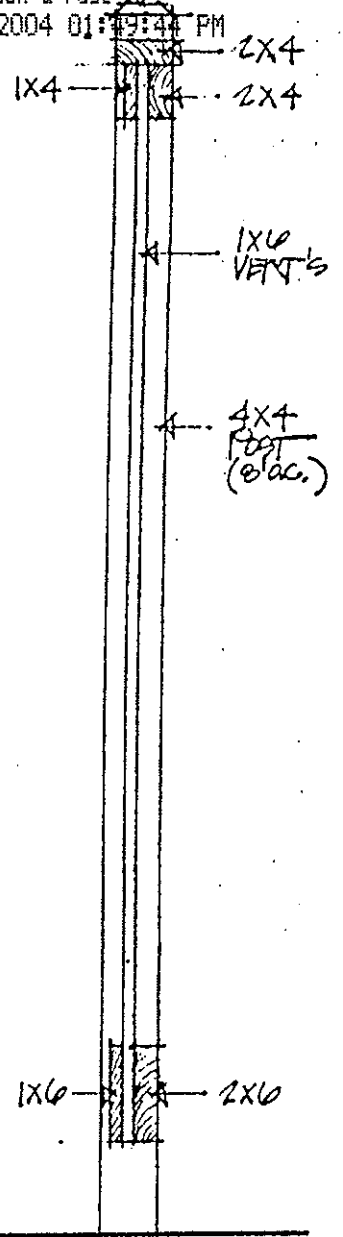
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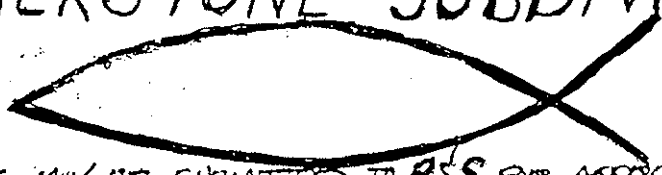


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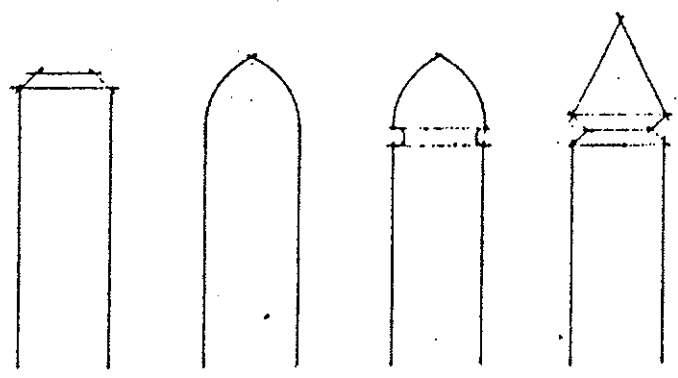


SECTION

TYP.  
GOOD NEIGHBOR FENCE  
MINIMUM REQUIREMENTS  
CORNERSTONE SUBDIVISION



(ALTERNATES MAY BE SUBMITTED TO RES FOR APPROVAL)



1 2 3 4

POST GAP OPTIONS

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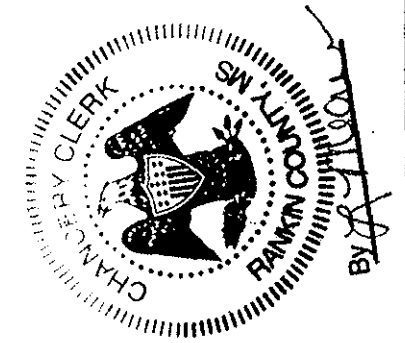
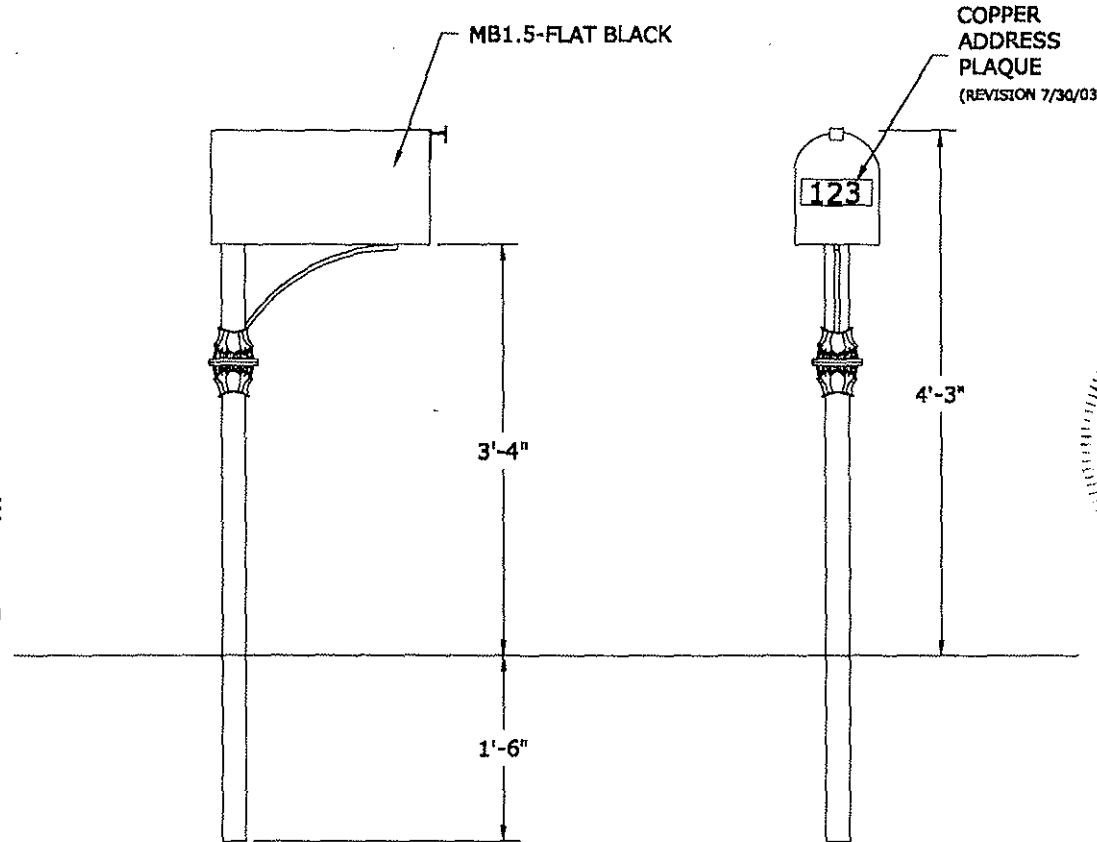
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 Rankin County, MS

# CORNERSTONE

R & S DEVELOPERS  
 RONNIE & SIGRID GARNER  
 120 BAKER LANE  
 BRANDON, MS 39047  
 PH 829-3630 FAX 829-3624

POST-FLAT BLACK  
 MB1.5-FLAT BLACK  
 COPPER ADDRESS PLAQUE  
 \$ 155.00 +tax

INSTALLATION \$ 40.00  
 (OPTIONAL)



REVISED 7/30/03

COPPER SCULPTURES INC.			
Dwg. Title: GLENN WYCKE			
Drawn By: RYK	Scale:	DATE REC:	DATE REC:
DATE: 4/15/99	SCALE: 1"=1'-0"	REFERENCE	

*R. Garner*

Indexing Instructions: Lots 1 through 41, Gardens of Gethsemane of Cornerstone Subdivision

GGC  
2-1-41

Corrected Copy

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Murphy Adkins - Chancery Clerk  
Rankin County, MS

## CORNERSTONE SUBDIVISION

R & S DEVELOPERS, LLC  
P.O. Box 5629  
Brandon, Mississippi 39047  
(601) 709-2908



DECLARATION OF COVENANTS AND RESTRICTIONS OF  
CORNERSTONE SUBDIVISION  
BRANDON, RANKIN COUNTY, MISSISSIPPI  
GARDENS OF GETHSEMANE

THIS DECLARATION made and executed on this day, by R & S Developers, LLC, a Mississippi Limited Liability Company organized and existing under the laws of the State of Mississippi (which company is referred to herein at times as the "Declarant");

WITNESSETH as follows, to-wit:

WHEREAS, the Declarant is the owner of certain real property located in the City of Brandon, Rankin County, Mississippi, being more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Declarant wish to create and carry out an orderly and uniform plan of development for the above referenced property, and hereinafter referred to at times as "Cornerstone" to subdivide, sell and/or lease said properties for various lawful uses; and

WHEREAS, the Declarant desires that each time said properties are sold or leased that all improvements erected thereon, whether by Declarant or any other owner, shall comply with the protective covenants contained herein and any other covenants which might be imposed in the future, in accordance with the terms hereof, on any portion of the properties covered herein and any properties which might later be included through expansion as hereinafter provided; and

WHEREAS, the purpose of such covenants and restrictions is to enhance the charm and beauty of the surroundings, to insure the property development and use of each building site within said property, to protect the owner or occupant, present or future, of each such site against improper development and use of other sites as will depreciate the value of his or her site; to prevent the erection on said property of structures built of unsuitable design or improper materials; to prevent haphazard or inharmonious improvements; to secure and maintain sufficient setbacks from streets and maintain adequate free spaces between structures; to provide for maintenance and upkeep of the private street or streets running through said properties; and, in general, to provide for a high quality of improvement on said property in accordance with the sensible and orderly development plans; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said Cornerstone, to create an association which can and shall be delegated and assigned the powers and duties of maintaining and administering the private street or streets running through said property and any other common areas which may be designated as such and to administer and enforce the hereinafter set forth covenants and restrictions and to collect and disburse the charges an assessments hereinafter specified; and

WHEREAS, the Declarant has caused to be formed (or shortly will cause to be formed), under the laws of the State of Mississippi, a non-profit and non-share corporation named "Cornerstone Subdivision Homeowners Association, Inc." which corporation shall have as its purpose the carrying out of the powers and duties mentioned herein and such other powers and duties related to the subject properties as may be specified in that corporation's Bylaws; and

WHEREAS, in order to facilitate compliance with the provisions, letter, spirit and intent of this Declaration, Declarant desires that each property owner within Cornerstone, and any future expansions made in accordance with the provisions herein, be a member of Cornerstone Subdivision Homeowners Association, Inc., and that the Bylaws of said corporation shall be deemed to be adopted by Declarant as sole owner of the properties described herein and all future owners shall be bound thereby.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land described herein and shall be a benefit and a burden to Declarant, its successors and assigns, and to any person acquiring or owning an interest in the subject real property and improvements, their Grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE I.

Section 1. Definitions. The words and phrases set out below, when used in this Declaration, shall have the following meanings, respectively, to-wit:

A. "Property", "Properties", or "Cornerstone" shall mean or refer to that certain real property hereinbefore described and such additions thereto as may be hereinafter bought within the jurisdiction of this Declaration or the association as hereinafter provided.

B. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any parcel which is part of the properties.

C. "Association" shall mean and refer to the Cornerstone Subdivision Homeowners Association, Inc., a non-profit corporation, organized under the laws of the State of Mississippi, its successors and assigns. This association is not organized for profit and no part of the net earnings or losses shall inure to the benefit or burden of

any member or any individual. The sole purpose of the association is to promote the common good of all owners and occupants of Cornerstone and as the same may be lawfully expanded and to contribute to the long-range good of the City of Brandon, Rankin County, Mississippi, and the surrounding area.

D. "Board of Directors" shall mean and refer to that group consisting of three members initially who need not necessarily be owners and later consisting of three members who shall be owners or agents of owners, who shall be elected as provided for in the association bylaws and shall have the responsibility of administering the affairs of the association. No Director shall be personally liable for any action, theft and fraud excepted, taken in good faith to carry out the purposes of the association.

E. "Declarant" shall mean R & S Developers, LLC its successors or assigns.

F. "Developer" shall mean R & S Developers, LLC its successors or assigns.

G. "Member" shall mean and refer to those who are members of the association.

H. "Private Street" or "Private Streets" or "Common Property" shall refer to that property more particularly described in Exhibit "B" attached hereto and incorporated herein by reference and to such other properties as may be added thereto by amendment to this Declaration. The maintenance and upkeep of the private streets and common property shall be borne by and shall be the responsibility of the members of the association as provided for hereinafter.

I. "Covenants and Restrictions" shall mean and include all covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges and liens set forth in this Declaration.

J. "Declaration" shall mean and include this instrument and all amendments hereto, plus all supplementary declarations and amendments thereto executed in accordance with the provisions hereof.

K. "Bylaws" shall mean and include the Bylaws of the association and all amendments thereto.

L. "Assessment" shall mean the share allocated to a Lot or to the Home Owners' Association. Such share to consists of annual assessments, special assessments, and expenses, costs, charges and other amounts incurred with respect to either such Lot or the satisfaction, discharge or compliance with any obligations or duties of the Owners of such Lot as specified in this Declaration.

M. "Streets" shall mean the streets, roads, parking areas, curbs and sidewalks as shown on the Plat for any area within Cornerstone. Notwithstanding the designation of sidewalks as part of the streets, each owner may be required to construct a sidewalk on his lot, subject to the specifications established by the Cornerstone Home Owners' Association.

## ARTICLE II.

### PROPERTIES INCLUDED AND EXPANSION PROPERTIES

Section 1. Property Subject to Declaration. The real property which is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the City of Brandon, Rankin County, Mississippi, and is more particularly described as **Lots 1 through 41**, Cornerstone Subdivision, Gardens of Gethsemane, whose plat is filed in the offices of the Chancery Clerk in Brandon, Mississippi in Plat Cabinet D at Slot 57 & 58.

Section 2. Expansion Part Property. Declarant may, at some future time, expand Cornerstone in increments or parts, the exact size and configuration of which shall be within the sole discretion of Declarant or its successors in title. In connection with such expansion, Declarant does herewith expressly desire to provide for the imposition upon such future expansion of mutually beneficial restrictions and covenants for the benefit of all owners in Cornerstone, including those in expanded areas, and their then and future owners, and to provide for the reciprocal restrictions and easements among and for the benefit of all of Cornerstone Owners to the extent that the project is expanded.

It is herewith provided that Declarant, or any other person with the written consent of Declarant, shall have the right to annex to the property described in the attached Exhibit "A," any additional contiguous or non-contiguous real property now or heretofore owned by the Declarant and any such annexation or expansion shall have the effect of making the annexed or expanded property part of the Property (as herein defined) and extending the scheme of the within covenants and restrictions to such annexed or expanded property.

Any annexations or expansions of additional real property to the Property described in Exhibit "A" shall be made by recording a Supplementary Declaration of Covenants and Restrictions in the land records in the office of the Chancery Clerk of Rankin County, Mississippi, which Supplementary Declaration shall, by declaration therein, extend the scheme of the within covenants and restrictions to the annexed additional property therein described. Such Supplementary Declaration shall be executed by the person who owns the fee simple title to the additional property being annexed, and if such person is other than the Declarant, shall be executed also by the Declarant. Such Supplementary Declaration may contain, with respect to the additional property annexed thereby, whatever complimentary additions and modifications to the covenants and restrictions set forth herein as may be appropriate to reflect the different character or use, if any, of the annexed additional property, provided, however, that in no

event shall such addition or modification be substantially inconsistent with the provisions of this Declaration.

The right of expansion as herein above set forth is expressly reserved by Declarant, its successors and assigns, as an integral part of the Cornerstone development and this Declaration, and this right may not be revoked, modified, amended, or otherwise altered, by the Association, or the members thereof, notwithstanding any language contained in this Declaration, or an supplement hereto, relative to amendment or modification, without the express written approval of the Declarant. It is the purpose of this Provision to insure that nothing contained in this Declaration will allow the right of expansion reserved herein to Declarant to be infringed upon or otherwise affected without the written approval of Declarant.

### ARTICLE III.

#### COVENANT OF COMPLIANCE BY OWNERS

Section 1. Covenant to Comply. Every person, persons or entity who accepts a deed to a parcel in Cornerstone, covenants whether or not it shall be so expressed in the deed of conveyance, that he will faithfully comply with and abide by the letter and spirit of the provisions of this Declaration and the Bylaws and Rules and Regulations of the association as same may be constituted and as they may be lawfully amended from time-to-time.

### ARTICLE IV.

#### CORNERSTONE HOME OWNERS' ASSOCIATION

Section 1. Membership. Each owner in the Cornerstone Subdivision, regardless of which phase or part, shall be a member of the Cornerstone Home Owners' Association, and this membership shall be inseparable or appurtenant to and shall pass with the title to each parcel of property. It is the express intent of this declaration that there be only one (1) homeowners association for the Cornerstone Subdivision, no matter which phase or part. Parcels with multiple ownership shall be entitled to one membership in the association and one of the owners of such parcel shall be designated in writing by the co-owners as their respective representative in matters pertaining to the association.

Section 2. Voting Rights. Every member of the association shall have one vote for the election of all officers. For all other matters and purposes of the association, every member shall have one vote for each lot which that member owns. If the fee title to a particular lot is owned of record by more than one person, the vote appurtenant to such lot may be exercised by only one of the fee owners thereof as designated in writing by the other co-owners of the subject lot or lots.

Section 3. Delegation of Membership and Voting Rights. Any owner may delegate or assign his voting rights to any tenant in possession of owner's lot upon such terms and conditions as they themselves may agree upon, and upon written notice to the Board of Directors of the association, and such tenant shall be deemed to be a member of the association in the place of the owner for the period of the assignment. Nothing herein contained, however, shall relieve the owner of his responsibility for any assessment due the association or for any other responsibilities and obligations which owner might have under the terms of this Declaration and under the Bylaws, Rules and Regulations of the association.

Section 4. Absentee Owners. Permanent absentee owners shall designate an individual (adult) as their agent or attorney-in-fact to represent them in all matters concerning the association or enforcement of this Declaration. Such agent or attorney-in-fact may, at the option of the owner, be a tenant in possession of owner's lot.

### ARTICLE V.

#### COVENANT FOR ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each parcel which it owns within the properties, hereby covenants and each owner of any other parcel or lot of the property by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association the following:

(1) Assessments. Each lot owner, excluding Developer, is deemed to covenant and agree to pay to the Cornerstone Home Owners' Association (a) a quarterly assessment in the amounts described hereinafter and (b) special assessments for capital improvements at such times and in such amounts as may be required and as hereinafter provided. The quarterly and special assessments, together with interest at the rate of ten percent (10%) per annum, costs, and reasonable attorneys' fees (the "assessment debt") shall be a personal indebtedness and obligation of the owner of each lot at the time when the assessment becomes due and payable, and the assessment debt shall also be a charge upon the lot or lots and a continuing lien upon the real property against which the assessment is made, until the total assessment debt therefor is paid. All obligations for delinquent assessment debts shall pass to and be assumed automatically by successors in title to the lot for which the assessment is made, by virtue of the successor's acceptance of a conveyance of that lot, but such assumption by the successor or successors shall not relieve the prior owner or owners of their continuing personal obligations for those debts and they and the successors shall be jointly and severally liable for the amount of the assessment debts, until the same be paid in full. The quarterly and special assessments levied by the Cornerstone Home Owners' Association shall be used

exclusively to promote the recreation, health, safety, and welfare of the residents of the subdivision, and for the improvement and maintenance of the streets and common areas of the subdivision, as shall be determined and directed by the Association.

(2) Date of commencement of quarterly assessments and due dates thereof. The quarterly assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the streets and common areas to the Association or upon completion of the first home in the subdivision. The first quarterly assessment shall be adjusted on a pro rata basis according to the number of months remaining in that calendar quarter. The quarterly assessment against each lot will be fixed between January 1 and January 15, inclusive, of each year, and written notice thereof shall be mailed or delivered to each owner subject thereto forthwith. The assessment will be due and payable immediately upon receipt of notice and shall be deemed to be in arrears if not paid on or before the last day of the first month of the respective calendar quarter (i.e. January 31, April 30, July 31, October 31).

(3) Special assessments for capital improvements. In addition to the quarterly assessments, the Association may levy, in any assessment period, a special assessment applicable to that assessment period, or spread out over several assessment periods for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon one or more of the streets or common areas, including fixtures and personal property related thereto, provided, however, that any such special assessment shall first have the assent of two-thirds of the votes of the members other than Developer who are voting in person or by proxy at a meeting duly called for that purpose, and also the assent of Developer at that meeting.

(4) Conduct of meetings of the Association relating to assessments. Written notice of any meeting of the membership of the Association called for the purpose of fixing the amount of a quarterly assessment, or of modifying either of those actions, shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of the votes held by members other than Developer, together with Developer, shall constitute a quorum. If the required quorum is not then present, a recessed meeting may be called subject to the same notice requirements, and the required quorum at the recessed meeting shall be one-half of the required quorum for the original meeting. No such recessed meeting with a reduced quorum shall be held more than sixty days following the original meeting called for that purpose.

(5) Uniform rate of assessment. Both quarterly and special assessments must be fixed at a uniform rate for all lots and shall be collected on a quarterly basis as set forth herein, with the exception of assessments on Lots owned by Declarant, which is set forth in Section 10 below.

(6) Annual assessment. Until January 1, 2005, the initial assessment applicable to any lot shall be \$200.00 per calendar year, adjusted pro rata for the length of time remaining in that calendar quarter after the date of the conveyance. The Board of Directors of the Association may fix subsequent assessments at regular or special call meetings of the Association membership.

Section 3. Purpose of Assessments. The assessments levied by the association shall be used exclusively to promote the health, safety and welfare of the owners and occupants of Cornerstone to defray all costs incurred in property caring for and maintaining Cornerstone a prestigious development; and to accomplish the intent of this Declaration. The assessments provided herein shall include, but not be limited to the costs of providing materials and services to accomplish the following:

- A. Maintaining, replacing and repairing the streets, roadways, sidewalks, and open areas within the property.
- B. Maintaining the landscaping at the entrance to Cornerstone.
- C. Maintaining the appearance of entrance markers, gates, identification signs, and street markers in a good state of repair.
- D. General policing of Cornerstone on a regular basis to remove bottles, cans, trash or debris discarded by the public along the streets or roadways.
- E. Maintaining utilities, drainage ditches, and other services which are to be provided by the association.
- F. Paying the costs of insurance premiums on any insurance which the association carries.
- G. Paying all ad valorem taxes and other taxes and fees which may accrue to the association.
- H. Paying all necessary and reasonable costs of administration, management, legal and accounting services connected with association, including, the payment of a reasonable fee to any management agent designated by the association.
- I. Provide such other services as the association may deem to be in the best interest of the development and the members of the association.

The Cornerstone Home Owners' Association is not organized for profit and no part of the net earning shall inure to the benefit of any member, any director of the association, any officer of the association or any other individual.

Section 4. Assessments Are Not Dues. All assessments herein provided are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the Association.

Section 5. Changes in Assessment. After January 1, 2005, the Board of Directors of the association may, after consideration of the then current costs of providing services herein above enumerated, increase the initial or quarterly assessments to cover the actual costs of such services. The Board of

Directors of the association may also, after consideration of the then current maintenance costs and future needs of the association, fix the regular quarterly assessment and initial assessment for any subsequent quarter or quarters at a lesser amount.

Section 6. Notice and Quorum for Action on Assessments. Written notice of any hearing called for the purpose of taking action on any assessment provided herein (including special assessments and changes in quarterly and initial assessments) shall be sent to all members of the association by certified mail, not less than five (5) days nor more than thirty (30) days, in advance of the meeting. At least sixty percent (60%) of the owners or proxies of owners must be present at such meeting in order to constitute a quorum. If the required is not present, another meeting may be called subject to the same notice requirement and the required quorum at this subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. In addition, written notice of the regular quarterly assessment provided herein shall be sent to every owner subject thereto.

Section 7. Assessments for Street Maintenance Must Be Maintained. No provision contained herein above or in any part of this Declaration or in any supplements hereto, shall excuse or otherwise negate the association's responsibility for the proper upkeep and maintenance of the streets and roads of Cornerstone. Notwithstanding anything contained herein to the contrary, the association and the members thereof may not amend, revoke, modify or otherwise alter any portion of this Declaration or any supplements hereto in any manner which relieve the association of its responsibilities and duties hereunder for street maintenance and upkeep and the collection of assessments necessary to defray the costs thereof, without the express written consent of the Declarant. It is the purpose of this provision to provide assurance and protection to the Declarant that the streets of Cornerstone will be properly and safely maintained and that the responsibilities for such maintenance and the cost thereof will be borne as provided herein by the association and that such responsibility will not be amended, modified, revoked or otherwise altered without the written consent of the Declarant.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon from the due date at the rate of ten percent (10%) per annum. After ten (10) days written notice of the delinquent assessment is given to the owner, the association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot or parcel of property, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as debt or to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the association in a like manner on a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the association and shall be for the benefit of all other lot or parcel owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his parcel or property. In any event, reasonable attorney's fee of not less than twenty percent (20%) of the sum owed, and reasonable costs of collection, shall be added to the amount of each delinquent assessment.

Section 9. Subordination of Lien to Mortgages. The lien upon any lot or parcel provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first mortgage on such lot or parcel made in good faith and for value received and the lien hereunder shall in no way effect the rights of the holder of any such first mortgage. Sale or transfer of any property shall not effect the assessment lien. However, the sale or transfer of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such property from liability for an assessment thereafter becoming due or from the lien thereof. Such foreclosure, deed, assignment or other proceeding arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure or the transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of such maintenance assessments, which lien, if to be assertive as to any such assessments thereafter becoming due, shall have the same effect and be enforced in the same manner as provided herein.

Section 10. Assessment of Declarant. Any regular or special assessments upon any lot or lots owned by Declarant shall be in an amount equal to twenty-five percent (25%) of the assessment of the other lots owned by owners. This provision shall apply only so long as said lots are owned by Declarant.

Section 11. Ad Valorem Property Taxes.

- A. Each owner shall be responsible for his own ad valorem taxes.
- B. The association shall be responsible for the payment of ad valorem taxes on all lots, parcels, streets, or common areas to which the association may hereinafter take fee title.

Section 12. Management Agent. The Board of Directors of the association may employ for the association a management agent or manager (hereinafter called the "Management Agent") at a rate of compensation established by the Board of Directors, for which Management Agent shall perform such duties and services as the Board of Directors from time-to-time authorize. These duties and services of the Management Agent may include, without limitation, the power and authority to do the following:

- A. To collect the initial, annual and special assessments and to provide for the enforcement of liens and securing same in any manner consistent with law and within the provisions of this Declaration.
- B. To deposit all assessment collections in a common expense fund with a banking institution and to make payments from such fund for the benefit of the association and in keeping with the intentions and responsibilities herein set forth, all of which shall be subject to the authorization and approval of the Association, to which the Management Agent shall at all times be accountable.

C. To provide for the care, upkeep, maintenance and surveillance of the streets, sidewalks and any other common areas.

D. To select, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the streets, sidewalks, and common areas.

E. To promulgate, with the approval and confirmation of the Board of Directors and to enforce such rules and regulations and such restrictions, requirements, and the like as may be deemed proper, respecting the use and care of the streets, sidewalks and common areas.

F. To provide such other services for the association as may be consistent with the law and with the provisions of this Declaration.

Section 13. Limitation of Liability. The association shall not be liable for any failure of any service to be furnished by the association or paid for out of the common expense fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from the streets, sidewalks or any common areas or from any pipe, drain, conduit or the like. The association shall not be liable to any member for loss or damage to any articles, by theft or otherwise, which may be left or stored upon any common areas. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvement to the streets, sidewalks or common areas, or from any action taken by the association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any county or governmental authority.

## ARTICLE VI.

### EASEMENT RIGHTS

Section 1. Reservation of Easement Rights by the Declarant. In connection with the development of Cornerstone, the Declarant shall convey non-exclusive easements and rights-of-way (and reserve unto itself and its designees certain non-exclusive easements and rights-of-way) in, through, over and across portions of the properties comprising Cornerstone for the purpose of installing, constructing maintaining, reconstructing and repairing sewer lines, water lines, electrical cables telephone cables, gas lines, storm drains, drainage ditches, television cables and underground conduits and appurtenant to any of same, and for all other purposes reasonable related to the completion of construction and the provision of utility services, whether public or private, to the Cornerstone development. Any and all instruments of conveyance made by the Declarant to any individual or other entity with respect to any of the subject property shall be conclusively deemed to incorporate the conveyance of such easements or the reservation thereof, whether or not specifically set forth in such instruments.

It is the intention of Declarant to convey easements to the proper authorities and entities for the installation, construction, maintenance, reconstruction and repair of sewer lines, water lines, electrical cables, telephone cables and underground conduits, and appurtenance to any of same in the initial stages of development of Cornerstone. Notwithstanding anything contained herein to the contrary, however, it is the intention of the Declarant through the above reservation to insure that any additional easements, licenses and rights-of-way for the purposes set forth herein above which may be required for the orderly maintenance, preservation and enjoyment of Cornerstone development be protected and insured to the extent allowable by law. It is the further purpose of this reservation to provide for the preservation of the health, safety, convenience and welfare of all the owners of the lots and parcels of land of Cornerstone.

Section 2. Street Easement. In connection with the development of Cornerstone, Declarant shall convey a non-exclusive easement for ingress, egress and regress to all members of the association in, through, over and across the streets of Cornerstone. All such streets and all walkways, roadways, sidewalks and the like, are expressly made subject to a non-exclusive easement for ingress, egress and regress for the benefit of all members of the association, the Declarant, their respective heirs, personal representatives and assigns and all other persons claiming under any of them.

Section 3. Reservation in Deeds. Declarant may make other reservations and restrictions applicable to each lot by appropriate provision in the deed conveying said lot, and such reservations and restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

Section 4. Public Dedication of Streets or Other Properties. The streets, roads, or any portion thereof, and any other common properties of Cornerstone may be dedicated and transferred to any public or municipal agency, authorities, or utility for any purpose consistent with the Declaration and subject to such conditions as may be agreed upon by the members and Declarant; provided, however, that no such dedication or transfer or determination as to purpose or as to conditions, shall be effective unless seventy-five percent (75%) of the members of the association consent thereto and, furthermore unless written consent to such dedication, transfer, purpose and conditions be obtained from Declarant. In the event that a public dedication is made, it shall be required that all private streets will meet applicable city requirements before acceptance by the City of Brandon or Rankin County, Mississippi. This right of written approval is expressly reserved by and in Declarant, and this Declaration, or any supplements hereto, may not be amended, revoked, modified, or otherwise altered so as to infringe upon or negate this right.

Section 5. Private Streets. The Streets shall be private streets owned by the Association. At some time

after the plats of the subdivision are filed for record, the Declarant shall convey to the Association all right, title and interest in and to the Streets. Notwithstanding such conveyance, the Declarant shall be responsible for the construction of the Streets. The Streets will be constructed in accordance with generally acceptable standards for construction in residential neighborhoods in Rankin County, Mississippi. Prior to the final overlay of the surface or wearing course, the Declarant shall be responsible for the repair and maintenance of the Streets. After completion of construction on a substantial number of the dwellings in a particular area or on a particular Street, the Declarant shall cause the construction of such Street to be completed by overlaying of the surface or wearing course of the pavement. The determination of such final construction shall be solely in the discretion of the Declarant. Upon completion of the overlay of the surface or wearing course, all responsibility for the repair and maintenance of such Street shall be assumed by the Association.

Section 6. Gates. At such time as the Declarant in its discretion determines, the Declarant shall install a gate on the main entrance to the subdivision. The gate shall be of a type or style which Owners can open or close by use of a card or other device or mechanism. The Declarant shall provide a card or other applicable opening device to any public agencies, such as police, fire, utilities, etc. So long as the Declarant continues to own land or lots in the subdivision, the Declarant shall control the operation of the gates and shall establish the hours during which the gates shall remain open or be locked. As such times as the Declarant no longer owns land or Lots, or sooner if the Declarant desires, control of the gates shall be transferred to the Association. Notwithstanding the installation of gates or the implementation of rules or procedures governing the opening, closing and locking of the gates, the Declarant makes no representation or warranty concerning any matter of security or safety of the Property. By acceptance of a deed or other conveyance of a Lot, each Owner releases the Declarant from any claim, damage or liability arising from or related to the operation of or timing of the opening, closing and locking of the gates.

#### ARTICLE VII.

#### BUILDING REQUIREMENTS, ARCHITECTURAL AND LANDSCAPE CONTROLS AND REQUIREMENTS

Section 1. The purpose of this Article is to prevent the erection of structures built of improper design and/or materials, to encourage the erection of attractive improvements at appropriate locations, and to prevent haphazard and inharmonious improvements, all for the benefit of all of the owners of Cornerstone and to insure esthetic unity to all Cornerstone while at the same time allowing flexibility and diversity in landscape design. Nothing contained in this Article shall be construed or interpreted to mean that Declarant, his employees, agents, successors or assigns, or the Board of Directors of the association assumes any responsibility for the structural design of any improvement or landscape design.

Section 2. All lots or parcels in Cornerstone shall be known, described and used as residential lots and no structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single family dwelling not exceeding two stories in height. No dwelling shall exceed two stories in height, except that three-story dwellings will be permitted if the additional story is a basement, or if a minimum of fifty percent (50%) of the additional story is below street grade of the street or streets abutting the Lot upon which the dwelling is situated. No accessory or out-buildings shall be erected, altered, placed or permitted to remain on any of said lots or parcels without the express written approval of Declarant, it being Declarant's desire and intention that any accessory or out-building shall be attractive in appearance and that the approval or allowance of same shall be subject to his express written approval. Such express written approval shall be obtained from the Declarant prior to the erection of any such accessory or outbuilding.

Section 3. Except as otherwise provided, no dwelling, nor any other building, shall be located on any Lot in the Subdivision nearer than fifteen (15) feet from the adjoining right-of-way line of the street abutting the front lot line of the Lot, nor nearer than twenty (20) feet to any right-of-way line of a street abutting any other side of the Lot. Except as otherwise provided, no dwelling or any other building, shall be located on any Lot in the Subdivision closer than five (5) feet to any interior side line of the Lot. Except as otherwise provided, no dwelling or any other building shall be located on any Lot in the Subdivision closer than twenty (20) feet to the back lot line of the Lot. Any variations to this require the express written approval of Declarant.

Section 4. Each residence shall be provided with off-street parking in the form of a paved driveway extended from the pavement on the street on which the residence faces to the garage or carport, which garage or carport must be attached to the dwelling, or from the street paving to the rear of such residence. All garages will be a minimum of two car garages and a maximum of three car garages and all will be enclosed with a door. No garage shall be converted to a use other than as originally constructed, without architectural approval and providing for an approved replacement garage.

Section 5. No dwelling shall be constructed, placed, moved or maintained upon any of the Lots within Cornerstone Subdivision, Part Five, Gardens of Gethsemane unless such dwelling shall contain at least **one thousand eight hundred (1,800) square feet** of heated floor space exclusive of open porches and unheated storage spaces.

Section 6. The property may not be re-subdivided. Only one residence shall be erected and maintained at any time on any one of the lots or parcels of Cornerstone. However, nothing in any of these restrictions shall be construed as prohibiting the owner of a combination of two or more contiguous lots or one or more lots and a portion of an adjoining lot or lots, from erecting one residence only thereon and locating the same as if said contiguous lots or portions of lots were but one single lot.

Section 7. In constructing or causing to be constructed, a residence on any lot or parcel, owner shall not substantially duplicate the exterior elevation, design, or architecture of any other residence then existing or in the

process of being constructed in Cornerstone without prior approval of the Declarant. Such permission to be obtained prior to beginning construction. The plans for the residential structure, to include landscaping plans and designs, to be constructed on all lots and parcels in Cornerstone shall be submitted to Declarant for his approval, and such approval shall be required prior to the commencement of the construction, but such approval shall not be unreasonably withheld. A copy of construction and landscaping plans and designs shall be furnished to the Declarant for its files without cost to it. Landscaping plans must include a minimum of two (2) three inch (3") diameter trees in front of dwelling. Architectural plans, landscape plans and designs, and any topography changes, for new construction, additions to existing structures or exterior remodeling of existing structures, must be submitted to Declarant for approval prior to construction beginning.

Section 8. Certain architectural guidelines have been established to provide property owners, architects and contractors with a set of parameters for the preparation of their drawings, specifications and plans. Architectural plans must be submitted to the Developer/Subdivision Homeowners Association for approval prior to the beginning of construction activity including clearing and site work to insure aesthetic harmony within the Development. Plans required to be submitted include

The Developer/Subdivision Homeowners Association will review and approve all construction designs and plans for:

- Consideration of primary site design requirements.
- Sensitivity to the existing landscape features of each site.
- The visual relationship or physical impact the proposed home may have on surrounding home sites.
- Excellence of architectural design.

By encouraging quality and attention to detail, the aesthetic harmony, natural tranquillity and overall property values at Cornerstone will be enhanced and preserved. The Developer/Subdivision Homeowners Association does not seek to restrict individual creativity or preference, but rather to maintain a visually pleasing and appropriate appearance for each home site within the community.

Section 9. The builder of the original dwelling on each Lot in the Subdivision shall construct a sidewalk four (4) feet in width along the entire length of that portion of the public street or streets which abuts the Lot. The edge of each sidewalk nearest to the street along which it is constructed shall be located two (2) feet from the back of the curb alongside the street, unless it becomes necessary to curve the sidewalk away from the curb so as to avoid a fire hydrant, street sign, tree or other obstruction. If it becomes necessary so to curve the sidewalk, the sidewalk shall be curved smoothly, uniformly and attractively away from the curb and around the obstruction so that neither the obstruction nor the sidewalk itself will become a hazard to persons using the sidewalk. Construction and/or maintenance of the sidewalk either within the street right-of-way or on private property shall constitute the granting of permission to use the sidewalk to any and all persons who use the sidewalk in a safe and reasonable manner. The grade of each such sidewalk shall be uniform and consistent with, and shall vary uniformly and consistently with, the grade of the top of the curb along which the sidewalk is constructed. Each such sidewalk shall be scored at four-foot intervals, with an expansion joint every eight (8) feet, and shall be constructed of broom finish concrete four (4) inches in thickness.

Section 10. Plans for the construction of any fence must be submitted to and approved by the Architectural Review Committee before any fence is placed or construction is commenced on any Lot in the Subdivision. Such plans must include the location, materials, height, design, character and color of each and all components of the fence. Any fence, which does not comply with the plans approved therefore, shall be removed or brought into full compliance with the approved plans.

Section 11. All mailboxes shall be the type approved by the Architectural Review Committee. Any mailbox, which does not comply with the approved mailboxes, shall be removed. (See attached exhibit for samples of acceptable mailboxes or contact the Developer).

Section 12. The maintenance, upkeep and repair of any and all drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities located on any Lot shall be that of the homeowners association unless the city or county has the duty to do so; however, the homeowners association may elect to maintain or repair drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities even if the city or county has the duty to do so. Should any maintenance, upkeep or repair need to be conducted on any Lot or Lots, the personnel and machinery conducting such work shall be allowed to access any drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities by way of subdivision Lots. The Declarant shall have the right to improve, maintain and repair such pipes, inlets and facilities at any time for any purpose. In no event shall the Declarant have the duty to improve, maintain or repair any drainage pipe, storm water inlet or other appurtenant drainage facility located within the Subdivision. Under no circumstances shall drainage facilities be considered a "utility" which is reserved to the Declarant by the Reservation of the Plat of the Subdivision.

Section 13. Roof cladding for all dwellings shall be approved by the Architectural Review Committee.

Section 14. All electrical, telephone, and television service drops shall be underground.

Section 15. No structure of a temporary nature such as a tent, shack, garage, basement or other out-building shall be used on any lot in Cornerstone at any time, nor shall any house trailer or other movable living quarters be located on any lot in Cornerstone at any time unless same be stored in a closed garage. No trailer, mobile home, manufactured home, or other similar type of modular home shall be placed, situated, stored, erected, or the like on any lot in Cornerstone. Only site built homes shall be placed, situated, erected, built, or the like on any lot in



Cornerstone.

Section 16. Direct Satellite Systems or comparable dishes will be allowed on the roof of houses constructed in this phase and part with the maximum dish or antenna diameter allowed being 20 inches. No other solar panels will be utilized on the roof or other exterior portions of the dwelling so as to be visible from the street or from any adjacent property. Telecommunication (television, television cable, satellite reception, telephone, radio, or similar devices) antennae or comparable devices for the purpose of either transmitting or receiving telecommunications of any type will not be erected, installed, or situated on any lot, either temporarily or permanently.

Section 17. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

Section 18. No fence, wall or hedge situated on interior portions of the development shall be placed on any portion of a lot or parcel higher than six (6) feet from the ground. It is recognized that certain lots or portions thereof may be adjacent to and abut properties not compromising a part of Cornerstone and the owners of such lots may place fences, walls, or hedges on that portion of their lots which are adjacent to or abut non-Cornerstone properties at a height higher than six (6) feet so long as the said fences, walls, or hedges do not detract from or otherwise impair the overall beauty and attractiveness of Cornerstone. Should a hedge, shrub, or flower or other planting be so placed, or afterward grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property. No decorative type fencing or column may be placed on any of the said lots or parcels between the front property line and the house setback line, without written approval of Declarant. Chain-link fences of all kinds are prohibited. If wood privacy fencing is desired, only a "Good Neighbor" fence is allowed. (See attached pages for specific detail requirements).

Section 19. Each lot or parcel owner, will maintain the appearance of his lot or parcel in a high quality condition. The grass, flowers and shrubbery must be kept in an orderly fashion. No trees of six inch (6") diameter or more or flowering trees such as dogwood, redbud, etc., of any size may be cut without the consent of Declarant. Until a residence is built on a sold lot, Declarant at his option and sole discretion may mow the subject lot or parcel and have dead trees and debris removed therefrom, and the owner of such lot shall be obligated to reimburse Declarant for the costs of such work should he refuse or neglect to comply with required upkeep thereof. No trash, garbage, ashes, refuse, or other waste shall be thrown or dumped on any vacant lot in the subdivision.

Section 20. No plants, shrubs, bushes, trees or other type greenery shall be planted on any lot or parcel at the intersection of the streets or otherwise cause hazardous traffic conditions; and no planting of the above nature or kind shall be permitted on any lot which obstructs visibility and causes hazardous traffic conditions.

Section 21. Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such lots. This requirement applies to all lots before and after a home is built on the lot. Should a hedge, shrub, tree, flower or other planting grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property.

Section 22. There shall be no continuous planting in excess of two and one-half feet (2 1/2') high along property lines or other direct lines between the front of any residence located on any lot or parcel and the front property line.

Section 23. Landscaping of a lot must be completed within one hundred twenty (120) days after the date on which the main structure is 95% complete. All front yards must receive solid sod.

Section 24. Building materials of every kind or character being used in connection with the construction of improvements shall be placed and stored within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the edge of the street pavement and the property line. Such building materials shall not be placed or stored upon the subject lot prior to the commencement of construction for an unreasonable period of time.

Section 25. No signs, billboards, posters or advertising devices of any character shall be erected, installed or placed on any of said lots or parcels for any purpose at any time, without the written approval of Declarant with the exception of one "For Sale" sign which shall be no greater in size than 8 square feet in area and one name and/or number plate not exceeding 120 square inches in area.

Section 26. There shall be no more than three (3) basic wall materials used on the front of any residence constructed on any lot or parcel, unless prior written approval has been obtained from Declarant.

Section 27. Inoperative vehicles shall not be kept on any of the lots in the subdivision. All collectable vehicles, utility trailers, boats, or any type recreational vehicle or any junk of any kind or character shall be hidden by fences.

Section 28. No firearms, archery equipment or other devices of a similar nature which may be classified as weapons shall be operated or used on any lots in this subdivision.

Section 29. Not more than three (3) colors may be used on the front of any residence constructed on any of the said lots or parcels and said colors should be so applied so that the balance of continuity and design for the area is maintained. At his option, the Declarant reserves the right to review and approve exterior color schemes.

Section 30. No mechanical equipment, such as filter systems for swimming pools, cooling towers or similar type equipment except air conditioning compressors shall be located so as to be visible from the street.

Section 31. Water runoff for each individual building site must be handled by adequately sloping areas so that runoff is directed to the natural drainage areas or to storm drainage facilities. No structure or improvements can alter the natural drainage of the site to the degree that it negatively impacts the surrounding home sites or existing mature trees.

Section 32. All rights, duties, and obligations granted to and imposed upon Declarant under the terms of this Article and under the terms of this Declaration shall be transferred, assigned, and conveyed to the Cornerstone Subdivision Homeowners Association once all of the lots comprising Cornerstone have been conveyed by Declarant to third parties. Such rights, duties and obligations may be transferred, assigned, and conveyed to the association prior to such time upon the mutual consent of Declarant and the association.

Section 33. The undersigned and/or their heirs, successors or assigns and affiliated companies assume no responsibility or liability for accidents, illness, drowning or any damages of any kind or character occurring on property belonging to the undersigned and/or their heirs, successors or assigns and affiliated companies in the general area of Rankin County known as "Cornerstone".

Section 34. Owners shall be required to maintain their property in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued through the establishment of permanent vegetative cover. Owners acknowledge and agree that Developer is not responsible for damages which may be suffered by Owners or other property owners or parties as a result of site preparation work carried out by Owners and his/her/their subcontractors and Owners agree to hold Developer, its owners, assigns and the like harmless from any such damages sustained in connection therewith.

#### ARTICLE VIII.

##### GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations of this Declaration. Failure by the Declarant, association, or any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right so to do thereafter.

Section 2. The provisions of this Declaration shall be liberally construed and interpreted at all times in such a way as to effectuate the purposes of the Declaration in creating and carrying out a uniform plan for the development of the property.

Section 3. Attorney's Fee. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provisions hereof by reference to otherwise, the prevailing party or parties shall also be entitled to an award of reasonable attorney's fees, in such amount as may be fixed by the Court in such proceeding.

Section 4. Declarant Held Harmless. Each and every owner and occupant of any portion of the property shall and does, by accepting title to its interest in the property, agree to indemnify, defend, and hold harmless Declarant, his agents, employees and successors, against and from all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation and/or maintenance of the improvements on the portion of the property occupied by, owned by or under the control of such owner or occupant, the use and/or possession of such portion of the property, and the conduct of business in any other activities by such owner or occupant or his guests or invitees on any portion of the property.

Section 5. Nuisances. Obnoxious or offensive activity shall not be carried on upon any lot or parcel, nor shall anything be done thereon which may be, or become, an annoyance or nuisance in the neighborhood.

Section 6. Prohibition as to Animals. No animal shall be permitted to remain in Cornerstone except dogs and cats. The entire Cornerstone area must be kept clean and odorless. No fowl shall be allowed thereon except birds, which are caged as inside pets. All pets shall be kept on owner's property and not allowed to molest domestic servants, postal carriers, yard workers, passers by, or other individuals. Dog pins shall be provided in a remote and inconspicuous area of a lot or parcel for the keeping of that lot or parcel owner's dog or dogs which are not inside pets.

Section 7. Clothes Lines. No outside clotheslines or other outside clothes drying or airing facilities shall be allowed.

Section 8. Amendment of Covenants. These covenants may be amended by the Developer at any time so long as Developer continues to own at least one-half (1/2) of the numbered lots in the subdivision covered by these covenants. From and after such time as Developer owns fewer than one-half (1/2) of the numbered residential lots of the subdivision, these covenants may be amended by agreement of the owners of not less than seventy-five percent (75%) of all of the numbered residential lots of the subdivision subject to these covenants. Any such amendment shall be made in writing duly subscribed by the party or parties authorized to make the amendment, properly

acknowledged, and recorded in the deed records of Rankin County, Mississippi. The covenants and restrictions herein contained are to run with the land and shall be binding on all parties, persons, entities claiming under them for an initial period of twenty-five (25) years from the date these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless and until an instrument of amendment signed by the owner or owners of seventy-five percent (75%) of the above described lots or parcels have been recorded in the public records revoking, modifying or amending said covenants and restriction. The right of amendment set forth herein is expressly made subject to those particular reservations contained in this Declaration which afford Declarant the right of written approval before amendment, modification, revocation or other alteration of this Declaration, or any supplements hereto, can be made.

Section 9. Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulations pertaining to the ownership, occupation or use of any property within Cornerstone is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

Section 10. Conflicts with Homeowners Association. Should any conflict between these covenants and any homeowners associations' bylaws arise, the terms in these covenants shall prevail over any homeowner's associations' bylaws.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has herein to set its hand and seal on this the 9th day of August, 2004.

ATTEST:

R & S, DEVELOPERS, LLC.

BY: [Signature]  
Manager

STATE OF MISSISSIPPI

COUNTY OF Rankin

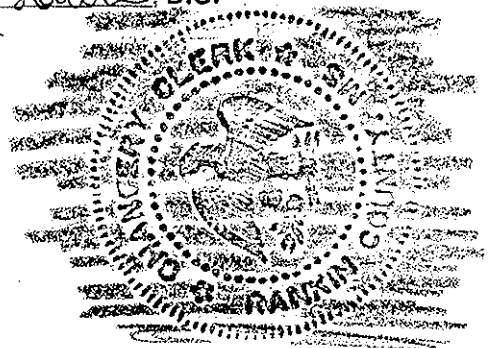
PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Ti Garner, who acknowledged that he is the Manager of R & S Developers, LLC, a Mississippi Limited Liability Company and that in said representative capacity he executed the above and foregoing instrument, after having been duly authorized so to do.

GIVEN under my hand and official seal of office, this the 9th day of August, 2004.

NOTARY PUBLIC

My Commission Expires:  
My Commission Expires January 7, 2008

MURPHY ADKINS  
RANKIN CO. CHANCERY CLK.  
By: [Signature] D.C.



counter

Indexing Instructions: Lots 120 through 157, Cornerstone Subdivision, Part Six **2004 22175**  
Recorded in the Above  
DEED Book & Page  
11-05-2004 04:08:33 PM  
Murphy Adkins - Chancery Clerk  
Rankin County, MS

## CORNERSTONE SUBDIVISION

R & S DEVELOPERS, LLC  
P.O. Box 5629  
Brandon, Mississippi 39047-8876  
(601) 709-2908

DECLARATION OF COVENANTS AND RESTRICTIONS OF  
CORNERSTONE SUBDIVISION  
BRANDON, RANKIN COUNTY, MISSISSIPPI  
PART SIX

THIS DECLARATION made and executed on this day, by R & S Developers, LLC, a Mississippi Limited Liability Company organized and existing under the laws of the State of Mississippi (which company is referred to herein at times as the "Declarant");

WITNESSETH as follows, to-wit:

WHEREAS, the Declarant is the owner of certain real property located in the City of Brandon, Rankin County, Mississippi, being more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Declarant wish to create and carry out an orderly and uniform plan of development for the above referenced property, and hereinafter referred to at times as "Cornerstone" to subdivide, sell and/or lease said properties for various lawful uses; and

WHEREAS, the Declarant desires that each time said properties are sold or leased that all improvements erected thereon, whether by Declarant or any other owner, shall comply with the protective covenants contained herein and any other covenants which might be imposed in the future, in accordance with the terms hereof, on any portion of the properties covered herein and any properties which might later be included through expansion as hereinafter provided; and

WHEREAS, the purpose of such covenants and restrictions is to enhance the charm and beauty of the surroundings, to insure the property development and use of each building site within said property, to protect the owner or occupant, present or future, of each such site against improper development and use of other sites as will depreciate the value of his or her site; to prevent the erection on said property of structures built of unsuitable design or improper materials; to prevent haphazard or inharmonious improvements; to secure and maintain sufficient setbacks from streets and maintain adequate free spaces between structures; to provide for maintenance and upkeep of the private street or streets running through said properties; and, in general, to provide for a high quality of improvement on said property in accordance with the sensible and orderly development plans; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said Cornerstone, to create an association which can and shall be delegated and assigned the powers and duties of maintaining and administering the private street or streets running through said property and any other common areas which may be designated as such and to administer and enforce the hereinafter set forth covenants and restrictions and to collect and disburse the charges an assessments hereinafter specified; and

WHEREAS, the Declarant has caused to be formed (or shortly will cause to be formed), under the laws of the State of Mississippi, a non-profit and non-share corporation named "Cornerstone Subdivision Homeowners Association, Inc." which corporation shall have as its purpose the carrying out of the powers and duties mentioned herein and such other powers and duties related to the subject properties as may be specified in that corporation's Bylaws; and

WHEREAS, in order to facilitate compliance with the provisions, letter, spirit and intent of this Declaration, Declarant desires that each property owner within Cornerstone, and any future expansions made in accordance with the provisions herein, be a member of Cornerstone Subdivision Homeowners Association, Inc., and that the Bylaws of said corporation shall be deemed to be adopted by Declarant as sole owner of the properties described herein and all future owners shall be bound thereby.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land described herein and shall be a benefit and a burden to Declarant, its successors and assigns, and to any person acquiring or owning an interest in the subject real property and improvements, their Grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE I.

Section 1. Definitions. The words and phrases set out below, when used in this Declaration, shall have the following meanings, respectively, to-wit:

A. "Property", "Properties", or "Cornerstone" shall mean or refer to that certain real property hereinbefore described and such additions thereto as may be hereinafter bought within the jurisdiction of this Declaration or the association as hereinafter provided.

B. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any parcel which is part of the properties.

C. "Association" shall mean and refer to the Cornerstone Subdivision Homeowners Association, Inc., a non-profit corporation, organized under the laws of the State of Mississippi, its successors and assigns. This association is not organized for profit and no part of the net earnings or losses shall inure to the benefit or burden of

any member or any individual. The sole purpose of the association is to promote the common good of all owners and occupants of Cornerstone and as the same may be lawfully expanded and to contribute to the long-range good of the City of Brandon, Rankin County, Mississippi, and the surrounding area.

D. "Board of Directors" shall mean and refer to that group consisting of three members initially who need not necessarily be owners and later consisting of three members who shall be owners or agents of owners, who shall be elected as provided for in the association bylaws and shall have the responsibility of administering the affairs of the association. No Director shall be personally liable for any action, theft and fraud excepted, taken in good faith to carry out the purposes of the association.

E. "Declarant" shall mean R & S Developers, LLC its successors or assigns.

F. "Developer" shall mean R & S Developers, LLC its successors or assigns.

G. "Member" shall mean and refer to those who are members of the association.

H. "Private Street" or "Private Streets" or "Common Property" shall refer to that property more particularly described in Exhibit "B" attached hereto and incorporated herein by reference and to such other properties as may be added thereto by amendment to this Declaration. The maintenance and upkeep of the private streets and common property shall be borne by and shall be the responsibility of the members of the association as provided for hereinafter.

I. "Covenants and Restrictions" shall mean and include all covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges and liens set forth in this Declaration.

J. "Declaration" shall mean and include this instrument and all amendments hereto, plus all supplementary declarations and amendments thereto executed in accordance with the provisions hereof.

K. "Bylaws" shall mean and include the Bylaws of the association and all amendments thereto.

L. "Assessment" shall mean the share allocated to a Lot or to the Home Owners' Association. Such share consists of annual assessments, special assessments, and expenses, costs, charges and other amounts incurred with respect to either such Lot or the satisfaction, discharge or compliance with any obligations or duties of the Owners of such Lot as specified in this Declaration.

M. "Streets" shall mean the streets, roads, parking areas, curbs and sidewalks as shown on the Plat for any area within Cornerstone. Notwithstanding the designation of sidewalks as part of the streets, each owner may be required to construct a sidewalk on his lot, subject to the specifications established by the Cornerstone Home Owners' Association.

## ARTICLE II.

### PROPERTIES INCLUDED AND EXPANSION PROPERTIES

Section 1. Property Subject to Declaration. The real property which is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the City of Brandon, Rankin County, Mississippi, and is more particularly described as Lots 120 through 157, Cornerstone Subdivision, Part Four, whose plat is filed in the offices of the Chancery Clerk in Brandon, Mississippi in Plat Cabinet D at Slot 78.

Section 2. Expansion Part Property. Declarant may, at some future time, expand Cornerstone in increments or parts, the exact size and configuration of which shall be within the sole discretion of Declarant or its successors in title. In connection with such expansion, Declarant does herewith expressly desire to provide for the imposition upon such future expansion of mutually beneficial restrictions and covenants for the benefit of all owners in Cornerstone, including those in expanded areas, and their then and future owners, and to provide for the reciprocal restrictions and easements among and for the benefit of all of Cornerstone Owners to the extent that the project is expanded.

It is herewith provided that Declarant, or any other person with the written consent of Declarant, shall have the right to annex to the property described in the attached Exhibit "A," any additional contiguous or non-contiguous real property now or heretofore owned by the Declarant and any such annexation or expansion shall have the effect of making the annexed or expanded property part of the Property (as herein defined) and extending the scheme of the within covenants and restrictions to such annexed or expanded property.

Any annexations or expansions of additional real property to the Property described in Exhibit "A" shall be made by recording a Supplementary Declaration of Covenants and Restrictions in the land records in the office of the Chancery Clerk of Rankin County, Mississippi, which Supplementary Declaration shall, by declaration therein, extend the scheme of the within covenants and restrictions to the annexed additional property therein described. Such Supplementary Declaration shall be executed by the person who owns the fee simple title to the additional property being annexed, and if such person is other than the Declarant, shall be executed also by the Declarant. Such Supplementary Declaration may contain, with respect to the additional property annexed thereby, whatever complimentary additions and modifications to the covenants and restrictions set forth herein as may be appropriate to reflect the different character or use, if any, of the annexed additional property, provided, however, that in no

event shall such addition or modification be substantially inconsistent with the provisions of this Declaration.

The right of expansion as herein above set forth is expressly reserved by Declarant, its successors and assigns, as an integral part of the Cornerstone development and this Declaration, and this right may not be revoked, modified, amended, or otherwise altered, by the Association, or the members thereof, notwithstanding any language contained in this Declaration, or an supplement hereto, relative to amendment or modification, without the express written approval of the Declarant. It is the purpose of this Provision to insure that nothing contained in this Declaration will allow the right of expansion reserved herein to Declarant to be infringed upon or otherwise affected without the written approval of Declarant.

### ARTICLE III.

#### COVENANT OF COMPLIANCE BY OWNERS

Section 1. Covenant to Comply. Every person, persons or entity who accepts a deed to a parcel in Cornerstone, covenants whether or not it shall be so expressed in the deed of conveyance, that he will faithfully comply with and abide by the letter and spirit of the provisions of this Declaration and the Bylaws and Rules and Regulations of the association as same may be constituted and as they may be lawfully amended from time-to-time.

### ARTICLE IV.

#### CORNERSTONE HOME OWNERS' ASSOCIATION

Section 1. Membership. Each owner in the Cornerstone Subdivision, regardless of which phase or part, shall be a member of the Cornerstone Home Owners' Association, and this membership shall be inseparable or appurtenant to and shall pass with the title to each parcel of property. It is the express intent of this declaration that there be only one (1) homeowners association for the Cornerstone Subdivision, no matter which phase or part. Parcels with multiple ownership shall be entitled to one membership in the association and one of the owners of such parcel shall be designated in writing by the co-owners as their respective representative in matters pertaining to the association.

Section 2. Voting Rights. Every member of the association shall have one vote for the election of all officers. For all other matters and purposes of the association, every member shall have one vote for each lot which that member owns. If the fee title to a particular lot is owned of record by more than one person, the vote appurtenant to such lot may be exercised by only one of the fee owners thereof as designated in writing by the other co-owners of the subject lot or lots.

Section 3. Delegation of Membership and Voting Rights. Any owner may delegate or assign his voting rights to any tenant in possession of owner's lot upon such terms and conditions as they themselves may agree upon, and upon written notice to the Board of Directors of the association, and such tenant shall be deemed to be a member of the association in the place of the owner for the period of the assignment. Nothing herein contained, however, shall relieve the owner of his responsibility for any assessment due the association or for any other responsibilities and obligations which owner might have under the terms of this Declaration and under the Bylaws, Rules and Regulations of the association.

Section 4. Absentee Owners. Permanent absentee owners shall designate an individual (adult) as their agent or attorney-in-fact to represent them in all matters concerning the association or enforcement of this Declaration. Such agent or attorney-in-fact may, at the option of the owner, be a tenant in possession of owner's lot.

### ARTICLE V.

#### COVENANT FOR ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each parcel which it owns within the properties, hereby covenants and each owner of any other parcel or lot of the property by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association the following:

(1) Assessments. Each lot owner, excluding Developer, is deemed to covenant and agree to pay to the Cornerstone Home Owners' Association (a) a quarterly assessment in the amounts described hereinafter and (b) special assessments for capital improvements at such times and in such amounts as may be required and as hereinafter provided. The quarterly and special assessments, together with interest at the rate of ten percent (10%) per annum, costs, and reasonable attorneys' fees (the "assessment debt") shall be a personal indebtedness and obligation of the owner of each lot at the time when the assessment becomes due and payable, and the assessment debt shall also be a charge upon the lot or lots and a continuing lien upon the real property against which the assessment is made, until the total assessment debt therefor is paid. All obligations for delinquent assessment debts shall pass to and be assumed automatically by successors in title to the lot for which the assessment is made, by virtue of the successor's acceptance of a conveyance of that lot, but such assumption by the successor or successors shall not relieve the prior owner or owners of their continuing personal obligations for those debts and they and the successors shall be jointly and severally liable for the amount of the assessment debts, until the same be paid in full. The quarterly and special assessments levied by the Cornerstone Home Owners' Association shall be used

exclusively to promote the recreation, health, safety, and welfare of the residents of the subdivision, and for the improvement and maintenance of the streets and common areas of the subdivision, as shall be determined and directed by the Association.

(2) Date of commencement of quarterly assessments and due dates thereof. The quarterly assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the streets and common areas to the Association or upon completion of the first home in the subdivision. The first quarterly assessment shall be adjusted on a pro rata basis according to the number of months remaining in that calendar quarter. The quarterly assessment against each lot will be fixed between January 1 and January 15, inclusive, of each year, and written notice thereof shall be mailed or delivered to each owner subject thereto forthwith. The assessment will be due and payable immediately upon receipt of notice and shall be deemed to be in arrears if not paid on or before the last day of the first month of the respective calendar quarter (i.e. January 31, April 30, July 31, October 31).

(3) Special assessments for capital improvements. In addition to the quarterly assessments, the Association may levy, in any assessment period, a special assessment applicable to that assessment period, or spread out over several assessment periods for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon one or more of the streets or common areas, including fixtures and personal property related thereto, provided, however, that any such special assessment shall first have the assent of two-thirds of the votes of the members other than Developer who are voting in person or by proxy at a meeting duly called for that purpose, and also the assent of Developer at that meeting.

(4) Conduct of meetings of the Association relating to assessments. Written notice of any meeting of the membership of the Association called for the purpose of fixing the amount of a quarterly assessment, or of modifying either of those actions, shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of the votes held by members other than Developer, together with Developer, shall constitute a quorum. If the required quorum is not then present, a recessed meeting may be called subject to the same notice requirements, and the required quorum at the recessed meeting shall be one-half of the required quorum for the original meeting. No such recessed meeting with a reduced quorum shall be held more than sixty days following the original meeting called for that purpose.

(5) Uniform rate of assessment. Both quarterly and special assessments must be fixed at a uniform rate for all lots and shall be collected on a quarterly basis as set forth herein, with the exception of assessments on Lots owned by Declarant, which is set forth in Section 10 below.

(6) Quarterly assessment. Until January 1, 2004, the initial assessment applicable to any lot shall be \$50.00 per calendar quarter, adjusted pro rata for the length of time remaining in that calendar quarter after the date of the conveyance. The Board of Directors of the Association may fix subsequent assessments at regular or special call meetings of the Association membership.

Section 3. Purpose of Assessments. The assessments levied by the association shall be used exclusively to promote the health, safety and welfare of the owners and occupants of Cornerstone to defray all costs incurred in property caring for and maintaining Cornerstone a prestigious development; and to accomplish the intent of this Declaration. The assessments provided herein shall include, but not be limited to the costs of providing materials and services to accomplish the following:

- A. Maintaining, replacing and repairing the streets, roadways, sidewalks, and open areas within the property.
- B. Maintaining the landscaping at the entrance to Cornerstone.
- C. Maintaining the appearance of entrance markers, gates, identification signs, and street markers in a good state of repair.
- D. General policing of Cornerstone on a regular basis to remove bottles, cans, trash or debris discarded by the public along the streets or roadways.
- E. Maintaining utilities, drainage ditches, and other services which are to be provided by the association.
- F. Paying the costs of insurance premiums on any insurance which the association carries.
- G. Paying all ad valorem taxes and other taxes and fees which may accrue to the association.
- H. Paying all necessary and reasonable costs of administration, management, legal and accounting services connected with association, including, the payment of a reasonable fee to any management agent designated by the association.
- I. Provide such other services as the association may deem to be in the best interest of the development and the members of the association.

The Cornerstone Home Owners' Association is not organized for profit and no part of the net earning shall inure to the benefit of any member, any director of the association, any officer of the association or any other individual.

Section 4. Assessments Are Not Dues. All assessments herein provided are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the Association.

Section 5. Changes in Assessment. After January 1, 2004, the Board of Directors of the association may, after consideration of the then current costs of providing services herein above enumerated, increase the initial or quarterly assessments to cover the actual costs of such services. The Board of



Directors of the association may also, after consideration of the then current maintenance costs and future needs of the association, fix the regular quarterly assessment and initial assessment for any subsequent quarter or quarters at a lesser amount.

Section 6. Notice and Quorum for Action on Assessments. Written notice of any hearing called for the purpose of taking action on any assessment provided herein (including special assessments and changes in quarterly and initial assessments) shall be sent to all members of the association by certified mail, not less than five (5) days nor more than thirty (30) days, in advance of the meeting. At least sixty percent (60%) of the owners or proxies of owners must be present at such meeting in order to constitute a quorum. If the required is not present, another meeting may be called subject to the same notice requirement and the required quorum at this subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. In addition, written notice of the regular quarterly assessment provided herein shall be sent to every owner subject thereto.

Section 7. Assessments for Street Maintenance Must Be Maintained. No provision contained herein above or in any part of this Declaration or in any supplements hereto, shall excuse or otherwise negate the association's responsibility for the proper upkeep and maintenance of the streets and roads of Cornerstone. Notwithstanding anything contained herein to the contrary, the association and the members thereof may not amend, revoke, modify or otherwise alter any portion of this Declaration or any supplements hereto in any manner which relieve the association of its responsibilities and duties hereunder for street maintenance and upkeep and the collection of assessments necessary to defray the costs thereof, without the express written consent of the Declarant. It is the purpose of this provision to provide assurance and protection to the Declarant that the streets of Cornerstone will be properly and safely maintained and that the responsibilities for such maintenance and the cost thereof will be borne as provided herein by the association and that such responsibility will not be amended, modified, revoked or otherwise altered without the written consent of the Declarant.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon from the due date at the rate of ten percent (10%) per annum. After ten (10) days written notice of the delinquent assessment is given to the owner, the association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot or parcel of property, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as debt or to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the association in a like manner on a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the association and shall be for the benefit of all other lot or parcel owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his parcel or property. In any event, reasonable attorney's fee of not less than twenty percent (20%) of the sum owed, and reasonable costs of collection, shall be added to the amount of each delinquent assessment.

Section 9. Subordination of Lien to Mortgages. The lien upon any lot or parcel provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first mortgage on such lot or parcel made in good faith and for value received and the lien hereunder shall in no way effect the rights of the holder of any such first mortgage. Sale or transfer of any property shall not effect the assessment lien. However, the sale or transfer of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such property from liability for an assessment thereafter becoming due or from the lien thereof. Such foreclosure, deed, assignment or other proceeding arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure or the transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of such maintenance assessments, which lien, if to be assertive as to any such assessments thereafter becoming due, shall have the same effect and be enforced in the same manner as provided herein.

Section 10. Assessment of Declarant. Any regular or special assessments upon any lot or lots owned by Declarant shall be in an amount equal to twenty-five percent (25%) of the assessment of the other lots owned by owners. This provision shall apply only so long as said lots are owned by Declarant.

Section 11. Ad Valorem Property Taxes.

- A. Each owner shall be responsible for his own ad valorem taxes.
- B. The association shall be responsible for the payment of ad valorem taxes on all lots, parcels, streets, or common areas to which the association may hereinafter take fee title.

Section 12. Management Agent. The Board of Directors of the association may employ for the association a management agent or manager (hereinafter called the "Management Agent") at a rate of compensation established by the Board of Directors, for which Management Agent shall perform such duties and services as the Board of Directors from time-to-time authorize. These duties and services of the Management Agent may include, without limitation, the power and authority to do the following:

A. To collect the initial, annual and special assessments and to provide for the enforcement of liens and securing same in any manner consistent with law and within the provisions of this Declaration.

B. To deposit all assessment collections in a common expense fund with a banking institution and to make payments from such fund for the benefit of the association and in keeping with the intentions and responsibilities herein set forth, all of which shall be subject to the authorization and approval of the Association, to which the Management Agent shall at all times be accountable.

C. To provide for the care, upkeep, maintenance and surveillance of the streets, sidewalks and any other common areas.

D. To select, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the streets, sidewalks, and common areas.

E. To promulgate, with the approval and confirmation of the Board of Directors and to enforce such rules and regulations and such restrictions, requirements, and the like as may be deemed proper, respecting the use and care of the streets, sidewalks and common areas.

F. To provide such other services for the association as may be consistent with the law and with the provisions of this Declaration.

Section 13. Limitation of Liability. The association shall not be liable for any failure of any service to be furnished by the association or paid for out of the common expense fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from the streets, sidewalks or any common areas or from any pipe, drain, conduit or the like. The association shall not be liable to any member for loss or damage to any articles, by theft or otherwise, which may be left or stored upon any common areas. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvement to the streets, sidewalks or common areas, or from any action taken by the association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any county or governmental authority.

## ARTICLE VI.

### EASEMENT RIGHTS

Section 1. Reservation of Easement Rights by the Declarant. In connection with the development of Cornerstone, the Declarant shall convey non-exclusive easements and rights-of-way (and reserve unto itself and its designees certain non-exclusive easements and rights-of-way) in, through, over and across portions of the properties comprising Cornerstone for the purpose of installing, constructing maintaining, reconstructing and repairing sewer lines, water lines, electrical cables telephone cables, gas lines, storm drains, drainage ditches, television cables and underground conduits and appurtenant to any of same, and for all other purposes reasonable related to the completion of construction and the provision of utility services, whether public or private, to the Cornerstone development. Any and all instruments of conveyance made by the Declarant to any individual or other entity with respect to any of the subject property shall be conclusively deemed to incorporate the conveyance of such easements or the reservation thereof, whether or not specifically set forth in such instruments.

It is the intention of Declarant to convey easements to the proper authorities and entities for the installation, construction, maintenance, reconstruction and repair of sewer lines, water lines, electrical cables, telephone cables and underground conduits, and appurtenance to any of same in the initial stages of development of Cornerstone. Notwithstanding anything contained herein to the contrary, however, it is the intention of the Declarant through the above reservation to insure that any additional easements, licenses and rights-of-way for the purposes set forth herein above which may be required for the orderly maintenance, preservation and enjoyment of Cornerstone development be protected and insured to the extent allowable by law. It is the further purpose of this reservation to provide for the preservation of the health, safety, convenience and welfare of all the owners of the lots and parcels of land of Cornerstone.

Section 2. Street Easement. In connection with the development of Cornerstone, Declarant shall convey a non-exclusive easement for ingress, egress and regress to all members of the association in, through, over and across the streets of Cornerstone. All such streets and all walkways, roadways, sidewalks and the like, are expressly made subject to a non-exclusive easement for ingress, egress and regress for the benefit of all members of the association, the Declarant, their respective heirs, personal representatives and assigns and all other persons claiming under any of them.

Section 3. Reservation in Deeds. Declarant may make other reservations and restrictions applicable to each lot by appropriate provision in the deed conveying said lot, and such reservations and restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

Section 4. Public Dedication of Streets or Other Properties. The streets, roads, or any portion thereof, and any other common properties of Cornerstone may be dedicated and transferred to any public or municipal agency, authorities, or utility for any purpose consistent with the Declaration and subject to such conditions as may be agreed upon by the members and Declarant; provided, however, that no such dedication or transfer or determination as to purpose or as to conditions, shall be effective unless seventy-five percent (75%) of the members of the association consent thereto and, furthermore unless written consent to such dedication, transfer, purpose and conditions be obtained from Declarant. In the event that a public dedication is made, it shall be required that all private streets will meet applicable city requirements before acceptance by the City of Brandon or Rankin County, Mississippi. This right of written approval is expressly reserved by and in Declarant, and this Declaration, or any supplements hereto, may not be amended, revoked, modified, or otherwise altered so as to infringe upon or negate this right.

Section 5. Private Streets. The Streets shall be private streets owned by the Association. At some time

after the plats of the subdivision are filed for record, the Declarant shall convey to the Association all right, title and interest in and to the Streets. Notwithstanding such conveyance, the Declarant shall be responsible for the construction of the Streets. The Streets will be constructed in accordance with generally acceptable standards for construction in residential neighborhoods in Rankin County, Mississippi. Prior to the final overlay of the surface or wearing course, the Declarant shall be responsible for the repair and maintenance of the Streets. After completion of construction on a substantial number of the dwellings in a particular area or on a particular Street, the Declarant shall cause the construction of such Street to be completed by overlaying of the surface or wearing course of the pavement. The determination of such final construction shall be solely in the discretion of the Declarant. Upon completion of the overlay of the surface or wearing course, all responsibility for the repair and maintenance of such Street shall be assumed by the Association.

Section 6. Gates. At such time as the Declarant in its discretion determines, the Declarant shall install a gate on the main entrance to the subdivision. The gate shall be of a type or style which Owners can open or close by use of a card or other device or mechanism. The Declarant shall provide a card or other applicable opening device to any public agencies, such as police, fire, utilities, etc. So long as the Declarant continues to own land or lots in the subdivision, the Declarant shall control the operation of the gates and shall establish the hours during which the gates shall remain open or be locked. As such times as the Declarant no longer owns land or Lots, or sooner if the Declarant desires, control of the gates shall be transferred to the Association. Notwithstanding the installation of gates or the implementation of rules or procedures governing the opening, closing and locking of the gates, the Declarant makes no representation or warranty concerning any matter of security or safety of the Property. By acceptance of a deed or other conveyance of a Lot, each Owner releases the Declarant from any claim, damage or liability arising from or related to the operation of or timing of the opening, closing and locking of the gates.

#### ARTICLE VII.

#### BUILDING REQUIREMENTS, ARCHITECTURAL AND LANDSCAPE CONTROLS AND REQUIREMENTS

Section 1. The purpose of this Article is to prevent the erection of structures built of improper design and/or materials, to encourage the erection of attractive improvements at appropriate locations, and to prevent haphazard and inharmonious improvements, all for the benefit of all of the owners of Cornerstone and to insure esthetic unity to all Cornerstone while at the same time allowing flexibility and diversity in landscape design. Nothing contained in this Article shall be construed or interpreted to mean that Declarant, his employees, agents, successors or assigns, or the Board of Directors of the association assumes any responsibility for the structural design of any improvement or landscape design.

Section 2. All lots or parcels in Cornerstone shall be known, described and used as residential lots and no structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single family dwelling not exceeding two stories in height. No dwelling shall exceed two stories in height, except that three-story dwellings will be permitted if the additional story is a basement, or if a minimum of fifty percent (50%) of the additional story is below street grade of the street or streets abutting the Lot upon which the dwelling is situated. No accessory or out-buildings shall be erected, altered, placed or permitted to remain on any of said lots or parcels without the express written approval of Declarant, it being Declarant's desire and intention that any accessory or out-building shall be attractive in appearance and that the approval or allowance of same shall be subject to his express written approval. Such express written approval shall be obtained from the Declarant prior to the erection of any such accessory or outbuilding.

Section 3. Except as otherwise provided, no dwelling, nor any other building, shall be located on any Lot in the Subdivision nearer than twenty (25) feet from the adjoining right-of-way line of the street abutting the front lot line of the Lot, nor nearer than twenty five (25) feet to any right-of-way line of a street abutting any other side of the Lot. Except as otherwise provided, no dwelling or any other building, shall be located on any Lot in the Subdivision closer than five (5) feet to any interior side line of the Lot. Except as otherwise provided, no dwelling or any other building shall be located on any Lot in the Subdivision closer than twenty (20) feet to the back lot line of the Lot. Any variations to this require the express written approval of Declarant.

Section 4. Each residence shall be provided with off-street parking in the form of a paved driveway extended from the pavement on the street on which the residence faces to the garage or carport, which garage or carport must be attached to the dwelling, or from the street paving to the rear of such residence. All garages will be a minimum of two car garages and a maximum of three car garages and all will be enclosed with a door. No garage shall be converted to a use other than as originally constructed, without architectural approval and providing for an approved replacement garage.

Section 5. No dwelling shall be constructed, placed, moved or maintained upon any of the Lots within Cornerstone Subdivision, Part Four unless such dwelling shall contain at least **two thousand (2,000) square feet** of heated floor space exclusive of open porches and unheated storage spaces.

Section 6. The property may not be re-subdivided. Only one residence shall be erected and maintained at any time on any one of the lots or parcels of Cornerstone. However, nothing in any of these restrictions shall be construed as prohibiting the owner of a combination of two or more contiguous lots or one or more lots and a portion of an adjoining lot or lots, from erecting one residence only thereon and locating the same as if said contiguous lots or portions of lots were but one single lot.

Section 7. In constructing or causing to be constructed, a residence on any lot or parcel, owner shall not substantially duplicate the exterior elevation, design, or architecture of any other residence then existing or in the process of being constructed in Cornerstone without prior approval of the Declarant. Such permission to be obtained

prior to beginning construction. The plans for the residential structure, to include landscaping plans and designs, to be constructed on all lots and parcels in Cornerstone shall be submitted to Declarant for his approval, and such approval shall be required prior to the commencement of the construction, but such approval shall not be unreasonably withheld. A copy of construction and landscaping plans and designs shall be furnished to the Declarant for its files without cost to it. Landscaping plans must include a minimum of two (2) three inch (3") diameter trees in front of dwelling. Architectural plans, landscape plans and designs, and any topography changes, for new construction, additions to existing structures or exterior remodeling of existing structures, must be submitted to Declarant for approval prior to construction beginning.

Section 8. Certain architectural guidelines have been established to provide property owners, architects and contractors with a set of parameters for the preparation of their drawings, specifications and plans. Architectural plans must be submitted to the Developer/Subdivision Homeowners Association for approval prior to the beginning of construction activity including clearing and site work to insure aesthetic harmony within the Development. Plans required to be submitted include

The Developer/Subdivision Homeowners Association will review and approve all construction designs and plans for:

- Consideration of primary site design requirements.
- Sensitivity to the existing landscape features of each site.
- The visual relationship or physical impact the proposed home may have on surrounding home sites.
- Excellence of architectural design.

By encouraging quality and attention to detail, the aesthetic harmony, natural tranquillity and overall property values at Cornerstone will be enhanced and preserved. The Developer/Subdivision Homeowners Association does not seek to restrict individual creativity or preference, but rather to maintain a visually pleasing and appropriate appearance for each home site within the community.

Section 9. The builder of the original dwelling on each Lot in the Subdivision shall construct a sidewalk four (4) feet in width along the entire length of that portion of the public street or streets which abuts the Lot. The edge of each sidewalk nearest to the street along which it is constructed shall be located two (2) feet from the back of the curb alongside the street, unless it becomes necessary to curve the sidewalk away from the curb so as to avoid a fire hydrant, street sign, tree or other obstruction. If it becomes necessary so to curve the sidewalk, the sidewalk shall be curved smoothly, uniformly and attractively away from the curb and around the obstruction so that neither the obstruction nor the sidewalk itself will become a hazard to persons using the sidewalk. Construction and/or maintenance of the sidewalk either within the street right-of-way or on private property shall constitute the granting of permission to use the sidewalk to any and all persons who use the sidewalk in a safe and reasonable manner. The grade of each such sidewalk shall be uniform and consistent with, and shall vary uniformly and consistently with, the grade of the top of the curb along which the sidewalk is constructed. Each such sidewalk shall be scored at four-foot intervals, with an expansion joint every eight (8) feet, and shall be constructed of broom finish concrete four (4) inches in thickness with wire placed in the concrete.

Section 10. Plans for the construction of any fence must be submitted to and approved by the Architectural Review Committee before any fence is placed or construction is commenced on any Lot in the Subdivision. Such plans must include the location, materials, height, design, character and color of each and all components of the fence. Any fence, which does not comply with the plans approved therefor, shall be removed or brought into full compliance with the approved plans.

Section 11. All mailboxes shall be the type approved by the Architectural Review Committee. Any mailbox, which does not comply with the approved mailboxes, shall be removed. (See attached exhibit for samples of acceptable mailboxes or contact the Developer).

Section 12. The maintenance, upkeep and repair of any and all drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities located on any Lot shall be that of the homeowners association unless the city or county has the duty to do so; however, the homeowners association may elect to maintain or repair drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities even if the city or county has the duty to do so. Should any maintenance, upkeep or repair need to be conducted on any Lot or Lots, the personnel and machinery conducting such work shall be allowed to access any drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities by way of subdivision Lots. The Declarant shall have the right to improve, maintain and repair such pipes, inlets and facilities at any time for any purpose. In no event shall the Declarant have the duty to improve, maintain or repair any drainage pipe, storm water inlet or other appurtenant drainage facility located within the Subdivision. Under no circumstances shall drainage facilities be considered a "utility" which is reserved to the Declarant by the Reservation of the Plat of the Subdivision.

Section 13. Roof cladding for all dwellings must be architectural shingles and shall be approved by the Architectural Review Committee.

Section 14. All electrical, telephone, and television service drops shall be underground.

Section 15. No structure of a temporary nature such as a tent, shack, garage, basement or other out-building shall be used on any lot in Cornerstone at any time, nor shall any house trailer or other movable living quarters be located on any lot in Cornerstone at any time unless same be stored in a closed garage. No trailer, mobile home,

manufactured home, or other similar type of modular home shall be placed, situated, stored, erected, or the like on any lot in Cornerstone. Only site built homes shall be placed, situated, erected, built, or the like on any lot in Cornerstone.

Section 16. Direct Satellite Systems or comparable dishes will be allowed on the roof of houses constructed in this phase and part with the maximum dish or antenna diameter allowed being 20 inches. No other solar panels will be utilized on the roof or other exterior portions of the dwelling so as to be visible from the street or from any adjacent property. Telecommunication (television, television cable, satellite reception, telephone, radio, or similar devices) antennae or comparable devices for the purpose of either transmitting or receiving telecommunications of any type will not be erected, installed, or situated on any lot, either temporarily or permanently.

Section 17. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

Section 18. No fence, wall or hedge situated on interior portions of the development shall be placed on any portion of a lot or parcel higher than six (6) feet from the ground. It is recognized that certain lots or portions thereof may be adjacent to and abut properties not compromising a part of Cornerstone and the owners of such lots may place fences, walls, or hedges on that portion of their lots which are adjacent to or abut non-Cornerstone properties at a height higher than six (6) feet so long as the said fences, walls, or hedges do not detract from or otherwise impair the overall beauty and attractiveness of Cornerstone. Should a hedge, shrub, or flower or other planting be so placed, or afterward grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property. No decorative type fencing or column may be placed on any of the said lots or parcels between the front property line and the house setback line, without written approval of Declarant. Chain-link fences of all kinds are prohibited. If wood privacy fencing is desired, only a "Good Neighbor" fence is allowed. (See attached pages for specific detail requirements).

Section 19. Each lot or parcel owner, will maintain the appearance of his lot or parcel in a high quality condition. The grass, flowers and shrubbery must be kept in an orderly fashion. No trees of six inch (6") diameter or more or flowering trees such as dogwood, redbud, etc., of any size may be cut without the consent of Declarant. Until a residence is built on a sold lot, Declarant at his option and sole discretion may mow the subject lot or parcel and have dead trees and debris removed therefrom, and the owner of such lot shall be obligated to reimburse Declarant for the costs of such work should he refuse or neglect to comply with required upkeep thereof. No trash, garbage, ashes, refuse, or other waste shall be thrown or dumped on any vacant lot in the subdivision.

Section 20. No plants, shrubs, bushes, trees or other type greenery shall be planted on any lot or parcel at the intersection of the streets or otherwise cause hazardous traffic conditions; and no planting of the above nature or kind shall be permitted on any lot which obstructs visibility and causes hazardous traffic conditions.

Section 21. Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such lots. This requirement applies to all lots before and after a home is built on the lot. Should a hedge, shrub, tree, flower or other planting grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property.

Section 22. There shall be no continuous planting in excess of two and one-half feet (2 ½') high along property lines or other direct lines between the front of any residence located on any lot or parcel and the front property line.

Section 23. Landscaping of a lot must be completed within one hundred twenty (120) days after the date on which the main structure is 95% complete. All front yards must receive solid sod.

Section 24. Building materials of every kind or character being used in connection with the construction of improvements shall be placed and stored within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the edge of the street pavement and the property line. Such building materials shall not be placed or stored upon the subject lot prior to the commencement of construction for an unreasonable period of time.

Section 25. No signs, billboards, posters or advertising devices of any character shall be erected, installed or placed on any of said lots or parcels for any purpose at any time, without the written approval of Declarant with the exception of one "For Sale" sign which shall be no greater in size than 8 square feet in area and one name and/or number plate not exceeding 120 square inches in area.

Section 26. There shall be no more than three (3) basic wall materials used on the front of any residence constructed on any lot or parcel, unless prior written approval has been obtained from Declarant.

Section 27. Inoperative vehicles shall not be kept on any of the lots in the subdivision. All collectable vehicles, utility trailers, boats, or any type recreational vehicle or any junk of any kind or character shall be hidden by fences.

Section 28. No firearms, archery equipment or other devices of a similar nature which may be classified as weapons shall be operated or used on any lots in this subdivision.

Section 29. Not more than three (3) colors may be used on the front of any residence constructed on any of

the said lots or parcels and said colors should be so applied so that the balance of continuity and design for the area is maintained. At his option, the Declarant reserves the right to review and approve exterior color schemes.

Section 30. No mechanical equipment, such as filter systems for swimming pools, cooling towers or similar type equipment except air conditioning compressors shall be located so as to be visible from the street.

Section 31. Water runoff for each individual building site must be handled by adequately sloping areas so that runoff is directed to the natural drainage areas or to storm drainage facilities. No structure or improvements can alter the natural drainage of the site to the degree that it negatively impacts the surrounding home sites or existing mature trees.

Section 32. All rights, duties, and obligations granted to and imposed upon Declarant under the terms of this Article and under the terms of this Declaration shall be transferred, assigned, and conveyed to the Cornerstone Subdivision Homeowners Association once all of the lots comprising Cornerstone have been conveyed by Declarant to third parties. Such rights, duties and obligations may be transferred, assigned, and conveyed to the association prior to such time upon the mutual consent of Declarant and the association.

Section 33. The undersigned and/or their heirs, successors or assigns and affiliated companies assume no responsibility or liability for accidents, illness, drowning or any damages of any kind or character occurring on property belonging to the undersigned and/or their heirs, successors or assigns and affiliated companies in the general area of Rankin County known as "Cornerstone".

Section 34. Owners shall be required to maintain their property in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued through the establishment of permanent vegetative cover. Owners acknowledge and agree that Developer is not responsible for damages which may be suffered by Owners or other property owners or parties as a result of site preparation work carried out by Owners and his/her/their subcontractors and Owners agree to hold Developer, its owners, assigns and the like harmless from any such damages sustained in connection therewith.

#### ARTICLE VIII.

##### GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations of this Declaration. Failure by the Declarant, association, or any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right so to do thereafter.

Section 2. The provisions of this Declaration shall be liberally construed and interpreted at all times in such a way as to effectuate the purposes of the Declaration in creating and carrying out a uniform plan for the development of the property.

Section 3. Attorney's Fee. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provisions hereof by reference to otherwise, the prevailing party or parties shall also be entitled to an award of reasonable attorney's fees, in such amount as may be fixed by the Court in such proceeding.

Section 4. Declarant Held Harmless. Each and every owner and occupant of any portion of the property shall and does, by accepting title to its interest in the property, agree to indemnify, defend, and hold harmless Declarant, his agents, employees and successors, against and from all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation and/or maintenance of the improvements on the portion of the property occupied by, owned by or under the control of such owner or occupant, the use and/or possession of such portion of the property, and the conduct of business in any other activities by such owner or occupant or his guests or invitees on any portion of the property.

Section 5. Nuisances. Obnoxious or offensive activity shall not be carried on upon any lot or parcel, nor shall anything be done thereon which may be, or become, an annoyance or nuisance in the neighborhood.

Section 6. Prohibition as to Animals. No animal shall be permitted to remain in Cornerstone except dogs and cats. The entire Cornerstone area must be kept clean and odorless. No fowl shall be allowed thereon except birds, which are caged as inside pets. All pets shall be kept on owner's property and not allowed to molest domestic servants, postal carriers, yard workers, passers by, or other individuals. Dog pins shall be provided in a remote and inconspicuous area of a lot or parcel for the keeping of that lot or parcel owner's dog or dogs which are not inside pets.

Section 7. Clothes Lines. No outside clotheslines or other outside clothes drying or airing facilities shall be allowed.

Section 8. Amendment of Covenants. These covenants may be amended by the Developer at any time so long as Developer continues to own at least one-half (1/2) of the numbered lots in the subdivision covered by these covenants. From and after such time as Developer owns fewer than one-half (1/2) of the numbered residential lots of the subdivision, these covenants may be amended by agreement of the owners of not less than seventy-five percent

(75%) of all of the numbered residential lots of the subdivision subject to these covenants. Any such amendment shall be made in writing duly subscribed by the party or parties authorized to make the amendment, properly acknowledged, and recorded in the deed records of Rankin County, Mississippi. The covenants and restrictions herein contained are to run with the land and shall be binding on all parties, persons, entities claiming under them for an initial period of twenty-five (25) years from the date these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless and until an instrument of amendment signed by the owner or owners of seventy-five percent (75%) of the above described lots or parcels have been recorded in the public records revoking, modifying or amending said covenants and restriction. The right of amendment set forth herein is expressly made subject to those particular reservations contained in this Declaration which afford Declarant the right of written approval before amendment, modification, revocation or other alteration of this Declaration, or any supplements hereto, can be made.

Section 9. Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulations pertaining to the ownership, occupation or use of any property within Cornerstone is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

Section 10. Conflicts with Homeowners Association. Should any conflict between these covenants and any homeowners associations' bylaws arise, the terms in these covenants shall prevail over any homeowner's associations' bylaws.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has herein to set its hand and seal on this the 5<sup>th</sup> day of November, 2004.

ATTEST:

R & S, DEVELOPERS, LLC

BY:   
Manager

STATE OF MISSISSIPPI

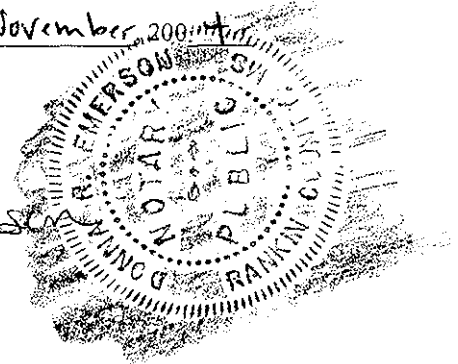
COUNTY OF Rankin

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Ti Garner, who acknowledged that he is the Manager of R & S Developers, LLC, a Mississippi Limited Liability Company and that in said representative capacity he executed the above and foregoing instrument, after having been duly authorized so to do.

GIVEN under my hand and official seal of office, this the 5<sup>th</sup> day of November, 2004.

My Commission Expires:  
**My Commission Expires July 28, 2008**

NOTARY PUBLIC  

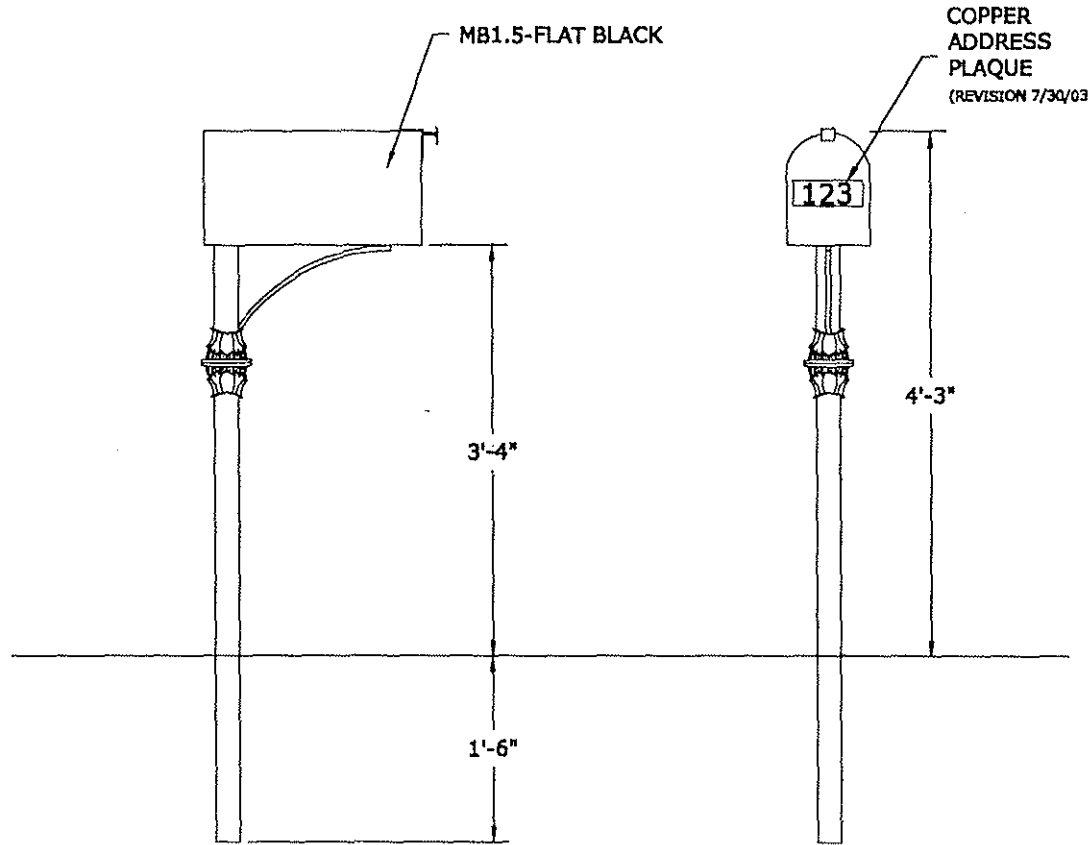



# CORNERSTONE

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 BRANDON, MS 39047  
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POST-FLAT BLACK  
 MB1.5-FLAT BLACK  
 COPPER ADDRESS PLAQUE  
 \$ 155.00 +tax

INSTALLATION \$ 40.00  
 (OPTIONAL)



REVISED 7/30/03

COPPER SCULPTURES INC.			
DWG. TITLE		GLENN WYCKE	
DATE	BY	DATE	BY
4/15/99	RYM	1-1-01	REFERENCE

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 Recorded in the Above  
 DEED Book & Page  
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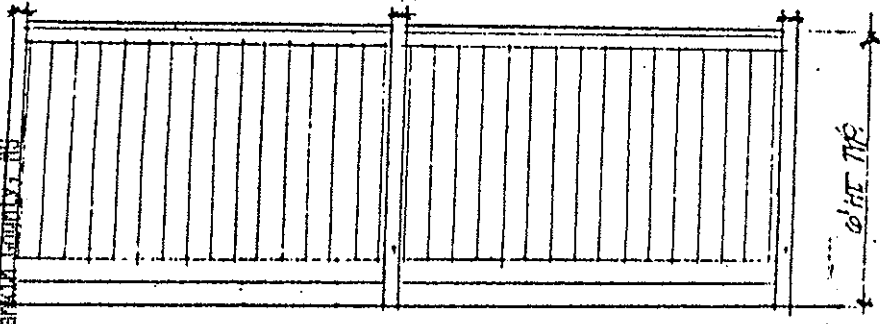


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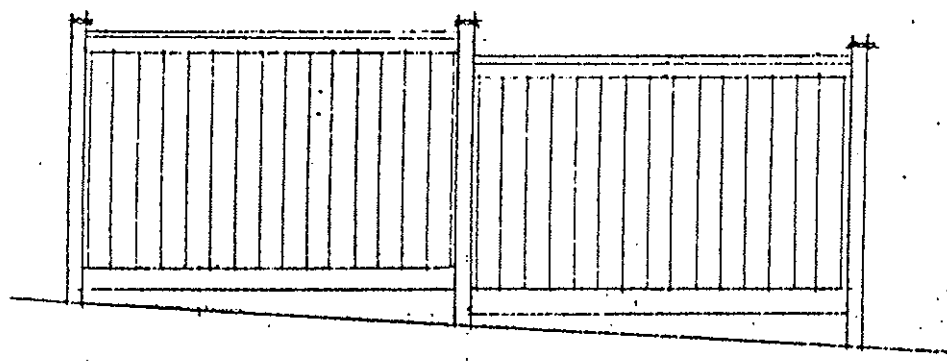
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Murphy Adkins - Chancery Clerk  
Rankin County, MS



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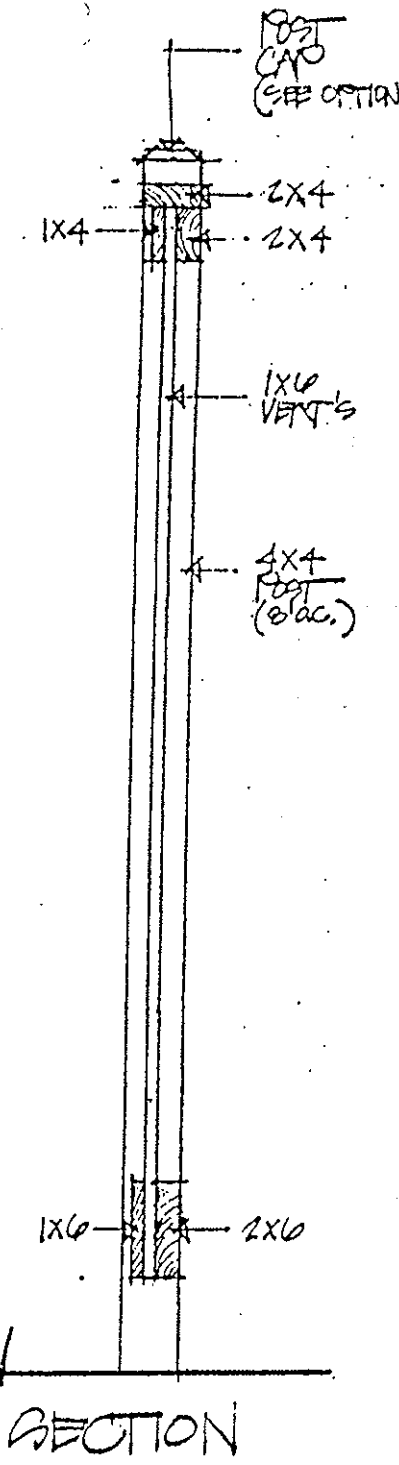


FENCE TO APPEAR WITH SLOPE

TYP.  
GOOD NEIGHBOR FENCE  
MINIMUM REQUIREMENTS  
CORNERSTONE SUBDIVISION



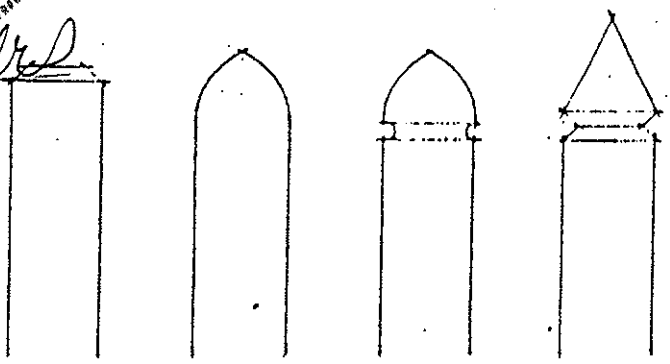
(ALTERNATES MAY BE SUBMITTED TO R&S FOR APPROVAL)



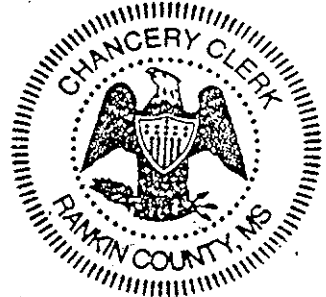
SECTION



BY *[Signature]*



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①  
R&S Developers  
will pick-up  
POST CAP OPTIONS

2008 10/27  
Recorded in the Office  
of the Clerk of the Court  
for the County of Harrison  
Mississippi  
04-20-2008 10:10 AM  
Clerk of the Court  
Harrison County, MS

Indexing Instructions: Lots 158 through 211, Cornerstone Subdivision, Part Seven

CSS-7  
L-158-211

## CORNERSTONE SUBDIVISION

R & S DEVELOPERS, LLC  
P.O. Box 5629  
Brandon, Mississippi 39047-8876  
(601) 919-0013

**DECLARATION OF COVENANTS AND RESTRICTIVE COVENANTS  
CORNERSTONE SUBDIVISION  
BRANDON, RANKIN COUNTY, MISSISSIPPI  
PART SEVEN**

THIS DECLARATION made and executed on this day, by R & S Developers, LLC, a Mississippi Limited Liability Company organized and existing under the laws of the State of Mississippi (which company is referred to herein at times as the "Declarant");

WITNESSETH as follows, to-wit:

WHEREAS, the Declarant is the owner of certain real property located in the City of Brandon, Rankin County, Mississippi, being more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Declarant wish to create and carry out an orderly and uniform plan of development for the above referenced property, and hereinafter referred to at times as "Cornerstone" to subdivide, sell and/or lease said properties for various lawful uses; and

WHEREAS, the Declarant desires that each time said properties are sold or leased that all improvements erected thereon, whether by Declarant or any other owner, shall comply with the protective covenants contained herein and any other covenants which might be imposed in the future, in accordance with the terms hereof, on any portion of the properties covered herein and any properties which might later be included through expansion as hereinafter provided; and

WHEREAS, the purpose of such covenants and restrictions is to enhance the charm and beauty of the surroundings, to insure the property development and use of each building site within said property, to protect the owner or occupant, present or future, of each such site against improper development and use of other sites as will depreciate the value of his or her site; to prevent the erection on said property of structures built of unsuitable design or improper materials; to prevent haphazard or inharmonious improvements; to secure and maintain sufficient setbacks from streets and maintain adequate free spaces between structures; to provide for maintenance and upkeep of the private street or streets running through said properties; and, in general, to provide for a high quality of improvement on said property in accordance with the sensible and orderly development plans; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said Cornerstone, to create an association which can and shall be delegated and assigned the powers and duties of maintaining and administering the private street or streets running through said property and any other common areas which may be designated as such and to administer and enforce the hereinafter set forth covenants and restrictions and to collect and disburse the charges and assessments hereinafter specified; and

WHEREAS, the Declarant has caused to be formed (or shortly will cause to be formed), under the laws of the State of Mississippi, a non-profit and non-share corporation named "Cornerstone Subdivision Homeowners Association, Inc." which corporation shall have as its purpose the carrying out of the powers and duties mentioned herein and such other powers and duties related to the subject properties as may be specified in that corporation's Bylaws; and

WHEREAS, in order to facilitate compliance with the provisions, letter, spirit and intent of this Declaration, Declarant desires that each property owner within Cornerstone, and any future expansions made in accordance with the provisions herein, be a member of Cornerstone Subdivision Homeowners Association, Inc., and that the Bylaws of said corporation shall be deemed to be adopted by Declarant as sole owner of the properties described herein and all future owners shall be bound thereby.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land described herein and shall be a benefit and a burden to Declarant, its successors and assigns, and to any person acquiring or owning an interest in the subject real property and improvements, their Grantees, successors, heirs, executors, administrators, devisees, and assigns.

**ARTICLE I.**

Section 1. Definitions. The words and phrases set out below, when used in this Declaration, shall have the following meanings, respectively, to-wit:

A. "Property", "Properties", or "Cornerstone" shall mean or refer to that certain real property hereinbefore described and such additions thereto as may be hereinafter bought within the jurisdiction of this Declaration or the association as hereinafter provided.

B. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any parcel which is part of the properties.

C. "Association" shall mean and refer to the Cornerstone Subdivision Homeowners Association, Inc., a non-profit corporation, organized under the laws of the State of Mississippi, its successors and assigns. This association is not organized for profit and no part of the net earnings or losses shall inure to the benefit or burden of

any member or any individual. The sole purpose of the association is to promote the common good of all owners and occupants of Cornerstone and as the same may be lawfully expanded and to contribute to the long-range good of the City of Brandon, Rankin County, Mississippi, and the surrounding area.

D. "Board of Directors" shall mean and refer to that group consisting of three members initially who need not necessarily be owners and later consisting of three members who shall be owners or agents of owners, who shall be elected as provided for in the association bylaws and shall have the responsibility of administering the affairs of the association. No Director shall be personally liable for any action, theft and fraud excepted, taken in good faith to carry out the purposes of the association.

E. "Declarant" shall mean R & S Developers, LLC its successors or assigns.

F. "Developer" shall mean R & S Developers, LLC its successors or assigns.

G. "Member" shall mean and refer to those who are members of the association.

H. "Private Street" or "Private Streets" or "Common Property" shall refer to that property more particularly described in Exhibit "B" attached hereto and incorporated herein by reference and to such other properties as may be added thereto by amendment to this Declaration. The maintenance and upkeep of the private streets and common property shall be borne by and shall be the responsibility of the members of the association as provided for hereinafter.

I. "Covenants and Restrictions" shall mean and include all covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges and liens set forth in this Declaration.

J. "Declaration" shall mean and include this instrument and all amendments hereto, plus all supplementary declarations and amendments thereto executed in accordance with the provisions hereof.

K. "Bylaws" shall mean and include the Bylaws of the association and all amendments thereto.

L. "Assessment" shall mean the share allocated to a Lot or to the Home Owners' Association. Such share to consists of annual assessments, special assessments, and expenses, costs, charges and other amounts incurred with respect to either such Lot or the satisfaction, discharge or compliance with any obligations or duties of the Owners of such Lot as specified in this Declaration.

M. "Streets" shall mean the streets, roads, parking areas, curbs and sidewalks as shown on the Plat for any area within Cornerstone. Notwithstanding the designation of sidewalks as part of the streets, each owner may be required to construct a sidewalk on his lot, subject to the specifications established by the Cornerstone Home Owners' Association.

## ARTICLE II.

### PROPERTIES INCLUDED AND EXPANSION PROPERTIES

Section 1. Property Subject to Declaration. The real property which is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the City of Brandon, Rankin County, Mississippi, and is more particularly described as **Lots 158 through 211**, Cornerstone Subdivision, Part Seven, whose plat is filed in the offices of the Chancery Clerk in Brandon, Mississippi in Plat Cabinet D at Slot 133-135.

Section 2. Expansion Part Property. Declarant may, at some future time, expand Cornerstone in increments or parts, the exact size and configuration of which shall be within the sole discretion of Declarant or its successors in title. In connection with such expansion, Declarant does herewith expressly desire to provide for the imposition upon such future expansion of mutually beneficial restrictions and covenants for the benefit of all owners in Cornerstone, including those in expanded areas, and their then and future owners, and to provide for the reciprocal restrictions and easements among and for the benefit of all of Cornerstone Owners to the extent that the project is expanded.

It is herewith provided that Declarant, or any other person with the written consent of Declarant, shall have the right to annex to the property described in the attached Exhibit "A," any additional contiguous or non-contiguous real property now or heretofore owned by the Declarant and any such annexation or expansion shall have the effect of making the annexed or expanded property part of the Property (as herein defined) and extending the scheme of the within covenants and restrictions to such annexed or expanded property.

Any annexations or expansions of additional real property to the Property described in Exhibit "A" shall be made by recording a Supplementary Declaration of Covenants and Restrictions in the land records in the office of the Chancery Clerk of Rankin County, Mississippi, which Supplementary Declaration shall, by declaration therein, extend the scheme of the within covenants and restrictions to the annexed additional property therein described. Such Supplementary Declaration shall be executed by the person who owns the fee simple title to the additional property being annexed, and if such person is other than the Declarant, shall be executed also by the Declarant. Such Supplementary Declaration may contain, with respect to the additional property annexed thereby, whatever complimentary additions and modifications to the covenants and restrictions set forth herein as may be appropriate to reflect the different character or use, if any, of the annexed additional property, provided, however, that in no event shall such addition or modification be substantially inconsistent with the provisions of this Declaration.

The right of expansion as herein above set forth is expressly reserved by Declarant, its successors and assigns, as an integral part of the Cornerstone development and this Declaration, and this right may not be revoked, modified, amended, or otherwise altered, by the Association, or the members thereof, notwithstanding any language contained in this Declaration, or an supplement hereto, relative to amendment or modification, without the express written approval of the Declarant. It is the purpose of this Provision to insure that nothing contained in this Declaration will allow the right of expansion reserved herein to Declarant to be infringed upon or otherwise affected without the written approval of Declarant.

### ARTICLE III.

#### COVENANT OF COMPLIANCE BY OWNERS

Section 1. Covenant to Comply. Every person, persons or entity who accepts a deed to a parcel in Cornerstone, covenants whether or not it shall be so expressed in the deed of conveyance, that he will faithfully comply with and abide by the letter and spirit of the provisions of this Declaration and the Bylaws and Rules and Regulations of the association as same may be constituted and as they may be lawfully amended from time-to-time.

### ARTICLE IV.

#### CORNERSTONE HOME OWNERS' ASSOCIATION

Section 1. Membership. Each owner in the Cornerstone Subdivision, regardless of which phase or part, shall be a member of the Cornerstone Home Owners' Association, and this membership shall be inseparable or appurtenant to and shall pass with the title to each parcel of property. It is the express intent of this declaration that there be only one (1) homeowners association for the Cornerstone Subdivision, no matter which phase or part. Parcels with multiple ownership shall be entitled to one membership in the association and one of the owners of such parcel shall be designated in writing by the co-owners as their respective representative in matters pertaining to the association.

Section 2. Voting Rights. Every member of the association shall have one vote for the election of all officers. For all other matters and purposes of the association, every member shall have one vote for each lot which that member owns. If the fee title to a particular lot is owned of record by more than one person, the vote appurtenant to such lot may be exercised by only one of the fee owners thereof as designated in writing by the other co-owners of the subject lot or lots.

Section 3. Delegation of Membership and Voting Rights. Any owner may delegate or assign his voting rights to any tenant in possession of owner's lot upon such terms and conditions as they themselves may agree upon, and upon written notice to the Board of Directors of the association, and such tenant shall be deemed to be a member of the association in the place of the owner for the period of the assignment. Nothing herein contained, however, shall relieve the owner of his responsibility for any assessment due the association or for any other responsibilities and obligations which owner might have under the terms of this Declaration and under the Bylaws, Rules and Regulations of the association.

Section 4. Absentee Owners. Permanent absentee owners shall designate an individual (adult) as their agent or attorney-in-fact to represent them in all matters concerning the association or enforcement of this Declaration. Such agent or attorney-in-fact may, at the option of the owner, be a tenant in possession of owner's lot.

### ARTICLE V.

#### COVENANT FOR ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each parcel which it owns within the properties, hereby covenants and each owner of any other parcel or lot of the property by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association the following:

(1) Assessments. Each lot owner, excluding Developer, is deemed to covenant and agree to pay to the Cornerstone Home Owners' Association (a) a quarterly assessment in the amounts described hereinafter and (b) special assessments for capital improvements at such times and in such amounts as may be required and as hereinafter provided. The quarterly and special assessments, together with interest at the rate of ten percent (10%) per annum, costs, and reasonable attorneys' fees (the "assessment debt") shall be a personal indebtedness and obligation of the owner of each lot at the time when the assessment becomes due and payable, and the assessment debt shall also be a charge upon the lot or lots and a continuing lien upon the real property against which the assessment is made, until the total assessment debt therefore is paid. All obligations for delinquent assessment debts shall pass to and be assumed automatically by successors in title to the lot for which the assessment is made, by virtue of the successor's acceptance of a conveyance of that lot, but such assumption by the successor or successors shall not relieve the prior owner or owners of their continuing personal obligations for those debts and they and the successors shall be jointly and severally liable for the amount of the assessment debts, until the same be paid in full. The quarterly and special assessments levied by the Cornerstone Home Owners' Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the subdivision, and for the

improvement and maintenance of the streets and common areas of the subdivision, as shall be determined and directed by the Association.

(2) Date of commencement of quarterly assessments and due dates thereof. The quarterly assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the streets and common areas to the Association or upon completion of the first home in the subdivision. The first quarterly assessment shall be adjusted on a pro rata basis according to the number of months remaining in that calendar quarter. The quarterly assessment against each lot will be fixed between January 1 and January 15, inclusive, of each year, and written notice thereof shall be mailed or delivered to each owner subject thereto forthwith. The assessment will be due and payable immediately upon receipt of notice and shall be deemed to be in arrears if not paid on or before the last day of the first month of the respective calendar quarter (i.e. January 31, April 30, July 31, October 31).

(3) Special assessments for capital improvements. In addition to the quarterly assessments, the Association may levy, in any assessment period, a special assessment applicable to that assessment period, or spread out over several assessment periods for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon one or more of the streets or common areas, including fixtures and personal property related thereto, provided, however, that any such special assessment shall first have the assent of two-thirds of the votes of the members other than Developer who are voting in person or by proxy at a meeting duly called for that purpose, and also the assent of Developer at that meeting.

(4) Conduct of meetings of the Association relating to assessments. Written notice of any meeting of the membership of the Association called for the purpose of fixing the amount of a quarterly assessment, or of modifying either of those actions, shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of the votes held by members other than Developer, together with Developer, shall constitute a quorum. If the required quorum is not then present, a recessed meeting may be called subject to the same notice requirements, and the required quorum at the recessed meeting shall be one-half of the required quorum for the original meeting. No such recessed meeting with a reduced quorum shall be held more than sixty days following the original meeting called for that purpose.

(5) Uniform rate of assessment. Both quarterly and special assessments must be fixed at a uniform rate for all lots and shall be collected on a quarterly basis as set forth herein, with the exception of assessments on Lots owned by Declarant, which is set forth in Section 10 below.

(6) Annual assessment. Until January 1, 2006, the initial assessment applicable to any lot shall be \$200.00 per calendar year, adjusted pro rata for the length of time remaining in that calendar year after the date of the conveyance. The Board of Directors of the Association may fix subsequent assessments at regular or special call meetings of the Association membership.

Section 3. Purpose of Assessments. The assessments levied by the association shall be used exclusively to promote the health, safety and welfare of the owners and occupants of Cornerstone to defray all costs incurred in property caring for and maintaining Cornerstone a prestigious development; and to accomplish the intent of this Declaration. The assessments provided herein shall include, but not be limited to the costs of providing materials and services to accomplish the following:

- A. Maintaining, replacing and repairing the streets, roadways, sidewalks, and open areas within the property.
- B. Maintaining the landscaping at the entrance to Cornerstone.
- C. Maintaining the appearance of entrance markers, gates, identification signs, and street markers in a good state of repair.
- D. General policing of Cornerstone on a regular basis to remove bottles, cans, trash or debris discarded by the public along the streets or roadways.
- E. Maintaining utilities, drainage ditches, and other services which are to be provided by the association.
- F. Paying the costs of insurance premiums on any insurance which the association carries.
- G. Paying all ad valorem taxes and other taxes and fees which may accrue to the association.
- H. Paying all necessary and reasonable costs of administration, management, legal and accounting services connected with association, including, the payment of a reasonable fee to any management agent designated by the association.
- I. Provide such other services as the association may deem to be in the best interest of the development and the members of the association.

The Cornerstone Home Owners' Association is not organized for profit and no part of the net earning shall inure to the benefit of any member, any director of the association, any officer of the association or any other individual.

Section 4. Assessments Are Not Dues. All assessments herein provided are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the Association.

Section 5. Changes in Assessment. After January 1, 2006, the Board of Directors of the association may, after consideration of the then current costs of providing services herein above enumerated, increase the initial or quarterly assessments to cover the actual costs of such services. The Board of Directors of the association may also, after consideration of the then current maintenance costs and future needs of

the association, fix the regular quarterly assessment and initial assessment for any subsequent quarter or quarters at a lesser amount.

Section 6. Notice and Quorum for Action on Assessments. Written notice of any hearing called for the purpose of taking action on any assessment provided herein (including special assessments and changes in quarterly and initial assessments) shall be sent to all members of the association by certified mail, not less than five (5) days nor more than thirty (30) days, in advance of the meeting. At least sixty percent (60%) of the owners or proxies of owners must be present at such meeting in order to constitute a quorum. If the required is not present, another meeting may be called subject to the same notice requirement and the required quorum at this subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. In addition, written notice of the regular quarterly assessment provided herein shall be sent to every owner subject thereto.

Section 7. Assessments for Street Maintenance Must Be Maintained. No provision contained herein above or in any part of this Declaration or in any supplements hereto, shall excuse or otherwise negate the association's responsibility for the proper upkeep and maintenance of the streets and roads of Cornerstone. Notwithstanding anything contained herein to the contrary, the association and the members thereof may not amend, revoke, modify or otherwise alter any portion of this Declaration or any supplements hereto in any manner which relieve the association of its responsibilities and duties hereunder for street maintenance and upkeep and the collection of assessments necessary to defray the costs thereof, without the express written consent of the Declarant. It is the purpose of this provision to provide assurance and protection to the Declarant that the streets of Cornerstone will be properly and safely maintained and that the responsibilities for such maintenance and the cost thereof will be borne as provided herein by the association and that such responsibility will not be amended, modified, revoked or otherwise altered without the written consent of the Declarant.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon from the due date at the rate of ten percent (10%) per annum. After ten (10) days written notice of the delinquent assessment is given to the owner, the association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot or parcel of property, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as debt or to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the association in a like manner on a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the association and shall be for the benefit of all other lot or parcel owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his parcel or property. In any event, reasonable attorney's fee of not less than twenty percent (20%) of the sum owed, and reasonable costs of collection, shall be added to the amount of each delinquent assessment.

Section 9. Subordination of Lien to Mortgages. The lien upon any lot or parcel provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first mortgage on such lot or parcel made in good faith and for value received and the lien hereunder shall in no way effect the rights of the holder of any such first mortgage. Sale or transfer of any property shall not effect the assessment lien. However, the sale or transfer of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such property from liability for an assessment thereafter becoming due or from the lien thereof. Such foreclosure, deed, assignment or other proceeding arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure or the transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of such maintenance assessments, which lien, if to be assertive as to any such assessments thereafter becoming due, shall have the same effect and be enforced in the same manner as provided herein.

Section 10. Assessment of Declarant. Any regular or special assessments upon any lot or lots owned by Declarant shall be in an amount equal to twenty-five percent (25%) of the assessment of the other lots owned by owners. This provision shall apply only so long as said lots are owned by Declarant.

Section 11. Ad Valorem Property Taxes.

- A. Each owner shall be responsible for his own ad valorem taxes.
- B. The association shall be responsible for the payment of ad valorem taxes on all lots, parcels, streets, or common areas to which the association may hereinafter take fee title.

Section 12. Management Agent. The Board of Directors of the association may employ for the association a management agent or manager (hereinafter called the "Management Agent") at a rate of compensation established by the Board of Directors, for which Management Agent shall perform such duties and services as the Board of Directors from time-to-time authorize. These duties and services of the Management Agent may include, without limitation, the power and authority to do the following:

- A. To collect the initial, annual and special assessments and to provide for the enforcement of liens and securing same in any manner consistent with law and within the provisions of this Declaration.
- B. To deposit all assessment collections in a common expense fund with a banking institution and to make payments from such fund for the benefit of the association and in keeping with the intentions and responsibilities herein set forth, all of which shall be subject to the authorization and approval of the Association, to which the Management Agent shall at all times be accountable.

C. To provide for the care, upkeep, maintenance and surveillance of the streets, sidewalks and any other common areas.

D. To select, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the streets, sidewalks, and common areas.

E. To promulgate, with the approval and confirmation of the Board of Directors and to enforce such rules and regulations and such restrictions, requirements, and the like as may be deemed proper, respecting the use and care of the streets, sidewalks and common areas.

F. To provide such other services for the association as may be consistent with the law and with the provisions of this Declaration.

Section 13. Limitation of Liability. The association shall not be liable for any failure of any service to be furnished by the association or paid for out of the common expense fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from the streets, sidewalks or any common areas or from any pipe, drain, conduit or the like. The association shall not be liable to any member for loss or damage to any articles, by theft or otherwise, which may be left or stored upon any common areas. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvement to the streets, sidewalks or common areas, or from any action taken by the association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any county or governmental authority.

## ARTICLE VI.

### EASEMENT RIGHTS

Section 1. Reservation of Easement Rights by the Declarant. In connection with the development of Cornerstone, the Declarant shall convey non-exclusive easements and rights-of-way (and reserve unto itself and its designees certain non-exclusive easements and rights-of-way) in, through, over and across portions of the properties comprising Cornerstone for the purpose of installing, constructing maintaining, reconstructing and repairing sewer lines, water lines, electrical cables telephone cables, gas lines, storm drains, drainage ditches, television cables and underground conduits and appurtenant to any of same, and for all other purposes reasonable related to the completion of construction and the provision of utility services, whether public or private, to the Cornerstone development. Any and all instruments of conveyance made by the Declarant to any individual or other entity with respect to any of the subject property shall be conclusively deemed to incorporate the conveyance of such easements or the reservation thereof, whether or not specifically set forth in such instruments.

It is the intention of Declarant to convey easements to the proper authorities and entities for the installation, construction, maintenance, reconstruction and repair of sewer lines, water lines, electrical cables, telephone cables and underground conduits, and appurtenance to any of same in the initial stages of development of Cornerstone. Notwithstanding anything contained herein to the contrary, however, it is the intention of the Declarant through the above reservation to insure that any additional easements, licenses and rights-of-way for the purposes set forth herein above which may be required for the orderly maintenance, preservation and enjoyment of Cornerstone development be protected and insured to the extent allowable by law. It is the further purpose of this reservation to provide for the preservation of the health, safety, convenience and welfare of all the owners of the lots and parcels of land of Cornerstone.

Section 2. Street Easement. In connection with the development of Cornerstone, Declarant shall convey a non-exclusive easement for ingress, egress and regress to all members of the association in, through, over and across the streets of Cornerstone. All such streets and all walkways, roadways, sidewalks and the like, are expressly made subject to a non-exclusive easement for ingress, egress and regress for the benefit of all members of the association, the Declarant, their respective heirs, personal representatives and assigns and all other persons claiming under any of them.

Section 3. Reservation in Deeds. Declarant may make other reservations and restrictions applicable to each lot by appropriate provision in the deed conveying said lot, and such reservations and restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

Section 4. Public Dedication of Streets or Other Properties. The streets, roads, or any portion thereof, and any other common properties of Cornerstone may be dedicated and transferred to any public or municipal agency, authorities, or utility for any purpose consistent with the Declaration and subject to such conditions as may be agreed upon by the members and Declarant; provided, however, that no such dedication or transfer or determination as to purpose or as to conditions, shall be effective unless seventy-five percent (75%) of the members of the association consent thereto and, furthermore unless written consent to such dedication, transfer, purpose and conditions be obtained from Declarant. In the event that a public dedication is made, it shall be required that all private streets will meet applicable city requirements before acceptance by the City of Brandon or Rankin County, Mississippi. This right of written approval is expressly reserved by and in Declarant, and this Declaration, or any supplements hereto, may not be amended, revoked, modified, or otherwise altered so as to infringe upon or negate this right.

Section 5. Private Streets. The Streets shall be private streets owned by the Association. At some time after the plats of the subdivision are filed for record, the Declarant shall convey to the Association all right, title and



interest in and to the Streets. Notwithstanding such conveyance, the Declarant shall be responsible for the construction of the Streets. The Streets will be constructed in accordance with generally acceptable standards for construction in residential neighborhoods in Rankin County, Mississippi. Prior to the final overlay of the surface or wearing course, the Declarant shall be responsible for the repair and maintenance of the Streets. After completion of construction on a substantial number of the dwellings in a particular area or on a particular Street, the Declarant shall cause the construction of such Street to be completed by overlaying of the surface or wearing course of the pavement. The determination of such final construction shall be solely in the discretion of the Declarant. Upon completion of the overlay of the surface or wearing course, all responsibility for the repair and maintenance of such Street shall be assumed by the Association.

Section 6. Gates. At such time as the Declarant in its discretion determines, the Declarant shall install a gate on the main entrance to the subdivision. The gate shall be of a type or style which Owners can open or close by use of a card or other device or mechanism. The Declarant shall provide a card or other applicable opening device to any public agencies, such as police, fire, utilities, etc. So long as the Declarant continues to own land or lots in the subdivision, the Declarant shall control the operation of the gates and shall establish the hours during which the gates shall remain open or be locked. As such times as the Declarant no longer owns land or Lots, or sooner if the Declarant desires, control of the gates shall be transferred to the Association. Notwithstanding the installation of gates or the implementation of rules or procedures governing the opening, closing and locking of the gates, the Declarant makes no representation or warranty concerning any matter of security or safety of the Property. By acceptance of a deed or other conveyance of a Lot, each Owner releases the Declarant from any claim, damage or liability arising from or related to the operation of or timing of the opening, closing and locking of the gates.

#### ARTICLE VII.

#### BUILDING REQUIREMENTS, ARCHITECTURAL AND LANDSCAPE CONTROLS AND REQUIREMENTS

Section 1. The purpose of this Article is to prevent the erection of structures built of improper design and/or materials, to encourage the erection of attractive improvements at appropriate locations, and to prevent haphazard and inharmonious improvements, all for the benefit of all of the owners of Cornerstone and to insure esthetic unity to all Cornerstone while at the same time allowing flexibility and diversity in landscape design. Nothing contained in this Article shall be construed or interpreted to mean that Declarant, his employees, agents, successors or assigns, or the Board of Directors of the association assumes any responsibility for the structural design of any improvement or landscape design.

Section 2. All lots or parcels in Cornerstone shall be known, described and used as residential lots and no structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single family dwelling not exceeding two stories in height. No dwelling shall exceed two stories in height, except that three-story dwellings will be permitted if the additional story is a basement, or if a minimum of fifty percent (50%) of the additional story is below street grade of the street or streets abutting the Lot upon which the dwelling is situated. No accessory or out-buildings shall be erected, altered, placed or permitted to remain on any of said lots or parcels without the express written approval of Declarant, it being Declarant's desire and intention that any accessory or out-building shall be attractive in appearance and that the approval or allowance of same shall be subject to his express written approval. Such express written approval shall be obtained from the Declarant prior to the erection of any such accessory or outbuilding.

Section 3. Except as otherwise provided, no dwelling, nor any other building, shall be located on any Lot in the Subdivision nearer than twenty (25) feet from the adjoining right-of-way line of the street abutting the front lot line of the Lot, nor nearer than twenty five (25) feet to any right-of-way line of a street abutting any other side of the Lot. Except as otherwise provided, no dwelling or any other building, shall be located on any Lot in the Subdivision closer than five (5) feet to any interior side line of the Lot. Except as otherwise provided, no dwelling or any other building shall be located on any Lot in the Subdivision closer than twenty (20) feet to the back lot line of the Lot. Any variations to this require the express written approval of Declarant.

Section 4. Each residence shall be provided with off-street parking in the form of a paved driveway extended from the pavement on the street on which the residence faces to the garage or carport, which garage or carport must be attached to the dwelling, or from the street paving to the rear of such residence. All garages will be a minimum of two car garages and a maximum of three car garages and all will be enclosed with a door. No garage shall be converted to a use other than as originally constructed, without architectural approval and providing for an approved replacement garage.

Section 5. No dwelling shall be constructed, placed, moved or maintained upon any of the Lots within Cornerstone Subdivision, Part Four unless such dwelling shall contain at least **two thousand (2,000) square feet** of heated floor space exclusive of open porches and unheated storage spaces.

Section 6. The property may not be re-subdivided. Only one residence shall be erected and maintained at any time on any one of the lots or parcels of Cornerstone. However, nothing in any of these restrictions shall be construed as prohibiting the owner of a combination of two or more contiguous lots or one or more lots and a portion of an adjoining lot or lots, from erecting one residence only thereon and locating the same as if said contiguous lots or portions of lots were but one single lot.

Section 7. In constructing or causing to be constructed, a residence on any lot or parcel, owner shall not substantially duplicate the exterior elevation, design, or architecture of any other residence then existing or in the process of being constructed in Cornerstone without prior approval of the Declarant. Such permission to be obtained prior to beginning construction. The plans for the residential structure, to include landscaping plans and designs, to

be constructed on all lots and parcels in Cornerstone shall be submitted to Declarant for his approval, and such approval shall be required prior to the commencement of the construction, but such approval shall not be unreasonably withheld. A copy of construction and landscaping plans and designs shall be furnished to the Declarant for its files without cost to it. Landscaping plans must include a minimum of two (2) three inch (3") diameter trees in front of dwelling. Architectural plans, landscape plans and designs, and any topography changes, for new construction, additions to existing structures or exterior remodeling of existing structures, must be submitted to Declarant for approval prior to construction beginning.

Section 8. Certain architectural guidelines have been established to provide property owners, architects and contractors with a set of parameters for the preparation of their drawings, specifications and plans. Architectural plans must be submitted to the Developer/Subdivision Homeowners Association for approval prior to the beginning of construction activity including clearing and site work to insure aesthetic harmony within the Development. Plans required to be submitted include

The Developer/Subdivision Homeowners Association will review and approve all construction designs and plans for:

- Consideration of primary site design requirements.
- Sensitivity to the existing landscape features of each site.
- The visual relationship or physical impact the proposed home may have on surrounding home sites.
- Excellence of architectural design.

By encouraging quality and attention to detail, the aesthetic harmony, natural tranquillity and overall property values at Cornerstone will be enhanced and preserved. The Developer/Subdivision Homeowners Association does not seek to restrict individual creativity or preference, but rather to maintain a visually pleasing and appropriate appearance for each home site within the community.

Section 9. The builder of the original dwelling on each Lot in the Subdivision shall construct a sidewalk four (4) feet in width along the entire length of that portion of the public street or streets which abuts the Lot. The edge of each sidewalk nearest to the street along which it is constructed shall be located two (2) feet from the back of the curb alongside the street, unless it becomes necessary to curve the sidewalk away from the curb so as to avoid a fire hydrant, street sign, tree or other obstruction. If it becomes necessary so to curve the sidewalk, the sidewalk shall be curved smoothly, uniformly and attractively away from the curb and around the obstruction so that neither the obstruction nor the sidewalk itself will become a hazard to persons using the sidewalk. Construction and/or maintenance of the sidewalk either within the street right-of-way or on private property shall constitute the granting of permission to use the sidewalk to any and all persons who use the sidewalk in a safe and reasonable manner. The grade of each such sidewalk shall be uniform and consistent with, and shall vary uniformly and consistently with, the grade of the top of the curb along which the sidewalk is constructed. Each such sidewalk shall be scored at four-foot intervals, with an expansion joint every eight (8) feet, and shall be constructed of broom finish concrete four (4) inches in thickness.

Section 10. Plans for the construction of any fence must be submitted to and approved by the Architectural Review Committee before any fence is placed or construction is commenced on any Lot in the Subdivision. Such plans must include the location, materials, height, design, character and color of each and all components of the fence. Any fence, which does not comply with the plans approved therefore, shall be removed or brought into full compliance with the approved plans.

Section 11. All mailboxes shall be the type approved by the Architectural Review Committee. Any mailbox, which does not comply with the approved mailboxes, shall be removed. (See attached exhibit for samples of acceptable mailboxes or contact the Developer).

Section 12. The maintenance, upkeep and repair of any and all drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities located on any Lot shall be that of the homeowners association unless the city or county has the duty to do so; however, the homeowners association may elect to maintain or repair drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities even if the city or county has the duty to do so. Should any maintenance, upkeep or repair need to be conducted on any Lot or Lots, the personnel and machinery conducting such work shall be allowed to access any drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities by way of subdivision Lots. The Declarant shall have the right to improve, maintain and repair such pipes, inlets and facilities at any time for any purpose. In no event shall the Declarant have the duty to improve, maintain or repair any drainage pipe, storm water inlet or other appurtenant drainage facility located within the Subdivision. Under no circumstances shall drainage facilities be considered a "utility" which is reserved to the Declarant by the Reservation of the Plat of the Subdivision.

Section 13. Roof cladding for all dwellings shall be approved by the Architectural Review Committee.

Section 14. All electrical, telephone, and television service drops shall be underground.

Section 15. No structure of a temporary nature such as a tent, shack, garage, basement or other out-building shall be used on any lot in Cornerstone at any time, nor shall any house trailer or other movable living quarters be located on any lot in Cornerstone at any time unless same be stored in a closed garage. No trailer, mobile home, manufactured home, or other similar type of modular home shall be placed, situated, stored, erected, or the like on any lot in Cornerstone. Only site built homes shall be placed, situated, erected, built, or the like on any lot in Cornerstone.

Section 16. Direct Satellite Systems or comparable dishes will be allowed on the roof of houses constructed in this phase and part with the maximum dish or antenna diameter allowed being 20 inches. No other solar panels will be utilized on the roof or other exterior portions of the dwelling so as to be visible from the street or from any adjacent property. Telecommunication (television, television cable, satellite reception, telephone, radio, or similar devices) antennae or comparable devices for the purpose of either transmitting or receiving telecommunications of any type will not be erected, installed, or situated on any lot, either temporarily or permanently.

Section 17. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

Section 18. No fence, wall or hedge situated on interior portions of the development shall be placed on any portion of a lot or parcel higher than six (6) feet from the ground. It is recognized that certain lots or portions thereof may be adjacent to and abut properties not compromising a part of Cornerstone and the owners of such lots may place fences, walls, or hedges on that portion of their lots which are adjacent to or abut non-Cornerstone properties at a height higher than six (6) feet so long as the said fences, walls, or hedges do not detract from or otherwise impair the overall beauty and attractiveness of Cornerstone. Should a hedge, shrub, or flower or other planting be so placed, or afterward grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property. No decorative type fencing or column may be placed on any of the said lots or parcels between the front property line and the house setback line, without written approval of Declarant. Chain-link fences of all kinds are prohibited. If wood privacy fencing is desired, only a "Good Neighbor" fence is allowed. (See attached pages for specific detail requirements).

Section 19. Each lot or parcel owner, will maintain the appearance of his lot or parcel in a high quality condition. The grass, flowers and shrubbery must be kept in an orderly fashion. No trees of six inch (6") diameter or more or flowering trees such as dogwood, redbud, etc., of any size may be cut without the consent of Declarant. Until a residence is built on a sold lot, Declarant at his option and sole discretion may mow the subject lot or parcel and have dead trees and debris removed therefrom, and the owner of such lot shall be obligated to reimburse Declarant for the costs of such work should he refuse or neglect to comply with required upkeep thereof. No trash, garbage, ashes, refuse, or other waste shall be thrown or dumped on any vacant lot in the subdivision.

Section 20. No plants, shrubs, bushes, trees or other type greenery shall be planted on any lot or parcel at the intersection of the streets or otherwise cause hazardous traffic conditions; and no planting of the above nature or kind shall be permitted on any lot which obstructs visibility and causes hazardous traffic conditions.

Section 21. Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such lots. This requirement applies to all lots before and after a home is built on the lot. Should a hedge, shrub, tree, flower or other planting grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property.

Section 22. There shall be no continuous planting in excess of two and one-half feet (2 ½') high along property lines or other direct lines between the front of any residence located on any lot or parcel and the front property line.

Section 23. Landscaping of a lot must be completed within one hundred twenty (120) days after the date on which the main structure is 95% complete. All front yards must receive solid sod.

Section 24. Building materials of every kind or character being used in connection with the construction of improvements shall be placed and stored within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the edge of the street pavement and the property line. Such building materials shall not be placed or stored upon the subject lot prior to the commencement of construction for an unreasonable period of time.

Section 25. No signs, billboards, posters or advertising devices of any character shall be erected, installed or placed on any of said lots or parcels for any purpose at any time, without the written approval of Declarant with the exception of one "For Sale" sign which shall be no greater in size than 8 square feet in area and one name and/or number plate not exceeding 120 square inches in area.

Section 26. There shall be no more than three (3) basic wall materials used on the front of any residence constructed on any lot or parcel, unless prior written approval has been obtained from Declarant.

Section 27. Inoperative vehicles shall not be kept on any of the lots in the subdivision. All collectable vehicles, utility trailers, boats, or any type recreational vehicle or any junk of any kind or character shall be hidden by fences.

Section 28. No firearms, archery equipment or other devices of a similar nature which may be classified as weapons shall be operated or used on any lots in this subdivision.

Section 29. Not more than three (3) colors may be used on the front of any residence constructed on any of the said lots or parcels and said colors should be so applied so that the balance of continuity and design for the area is maintained. At his option, the Declarant reserves the right to review and approve exterior color schemes.

Section 30. No mechanical equipment, such as filter systems for swimming pools, cooling towers or similar

type equipment except air conditioning compressors shall be located so as to be visible from the street.

Section 31. Water runoff for each individual building site must be handled by adequately sloping areas so that runoff is directed to the natural drainage areas or to storm drainage facilities. No structure or improvements can alter the natural drainage of the site to the degree that it negatively impacts the surrounding home sites or existing mature trees.

Section 32. All rights, duties, and obligations granted to and imposed upon Declarant under the terms of this Article and under the terms of this Declaration shall be transferred, assigned, and conveyed to the Cornerstone Subdivision Homeowners Association once all of the lots comprising Cornerstone have been conveyed by Declarant to third parties. Such rights, duties and obligations may be transferred, assigned, and conveyed to the association prior to such time upon the mutual consent of Declarant and the association.

Section 33. The undersigned and/or their heirs, successors or assigns and affiliated companies assume no responsibility or liability for accidents, illness, drowning or any damages of any kind or character occurring on property belonging to the undersigned and/or their heirs, successors or assigns and affiliated companies in the general area of Rankin County known as "Cornerstone".

Section 34. Owners shall be required to maintain their property in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued through the establishment of permanent vegetative cover. Owners acknowledge and agree that Developer is not responsible for damages which may be suffered by Owners or other property owners or parties as a result of site preparation work carried out by Owners and his/her/their subcontractors and Owners agree to hold Developer, its owners, assigns and the like harmless from any such damages sustained in connection therewith.

#### ARTICLE VIII.

##### GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations of this Declaration. Failure by the Declarant, association, or any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right so to do thereafter.

Section 2. The provisions of this Declaration shall be liberally construed and interpreted at all times in such a way as to effectuate the purposes of the Declaration in creating and carrying out a uniform plan for the development of the property.

Section 3. Attorney's Fee. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provisions hereof by reference to otherwise, the prevailing party or parties shall also be entitled to an award of reasonable attorney's fees, in such amount as may be fixed by the Court in such proceeding.

Section 4. Declarant Held Harmless. Each and every owner and occupant of any portion of the property shall and does, by accepting title to its interest in the property, agree to indemnify, defend, and hold harmless Declarant, his agents, employees and successors, against and from all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation and/or maintenance of the improvements on the portion of the property occupied by, owned by or under the control of such owner or occupant, the use and/or possession of such portion of the property, and the conduct of business in any other activities by such owner or occupant or his guests or invitees on any portion of the property.

Section 5. Nuisances. Obnoxious or offensive activity shall not be carried on upon any lot or parcel, nor shall anything be done thereon which may be, or become, an annoyance or nuisance in the neighborhood.

Section 6. Prohibition as to Animals. No animal shall be permitted to remain in Cornerstone except dogs and cats. The entire Cornerstone area must be kept clean and odorless. No fowl shall be allowed thereon except birds, which are caged as inside pets. All pets shall be kept on owner's property and not allowed to molest domestic servants, postal carriers, yard workers, passers by, or other individuals. Dog pins shall be provided in a remote and inconspicuous area of a lot or parcel for the keeping of that lot or parcel owner's dog or dogs which are not inside pets.

Section 7. Clothes Lines. No outside clotheslines or other outside clothes drying or airing facilities shall be allowed.

Section 8. Amendment of Covenants. These covenants may be amended by the Developer at any time so long as Developer continues to own at least one-half (½) of the numbered lots in the subdivision covered by these covenants. From and after such time as Developer owns fewer than one-half (½) of the numbered residential lots of the subdivision, these covenants may be amended by agreement of the owners of not less than seventy-five percent (75%) of all of the numbered residential lots of the subdivision subject to these covenants. Any such amendment shall be made in writing duly subscribed by the party or parties authorized to make the amendment, properly acknowledged, and recorded in the deed records of Rankin County, Mississippi. The covenants and restrictions herein contained are to run with the land and shall be binding on all parties, persons, entities claiming under them

for an initial period of twenty-five (25) years from the date these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless and until an instrument of amendment signed by the owner or owners of seventy-five percent (75%) of the above described lots or parcels have been recorded in the public records revoking, modifying or amending said covenants and restriction. The right of amendment set forth herein is expressly made subject to those particular reservations contained in this Declaration which afford Declarant the right of written approval before amendment, modification, revocation or other alteration of this Declaration, or any supplements hereto, can be made.

Section 9. Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulations pertaining to the ownership, occupation or use of any property within Cornerstone is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

Section 10. Conflicts with Homeowners Association. Should any conflict between these covenants and any homeowners associations' bylaws arise, the terms in these covenants shall prevail over any homeowner's associations' bylaws.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has herein to set its hand and seal on this the 20<sup>th</sup> day of September, 2005.

ATTEST:

R & S, DEVELOPERS, LLC

BY   
Manager

STATE OF MISSISSIPPI

COUNTY OF Rankin

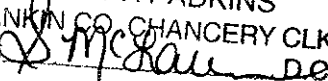
PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Ti Garnee, who acknowledged that he is the Manager of R & S Developers, LLC, a Mississippi Limited Liability Company and that in said representative capacity he executed the above and foregoing instrument, after having been duly authorized so to do.

GIVEN under my hand and official seal of office, this the 20<sup>th</sup> day of September 2005.

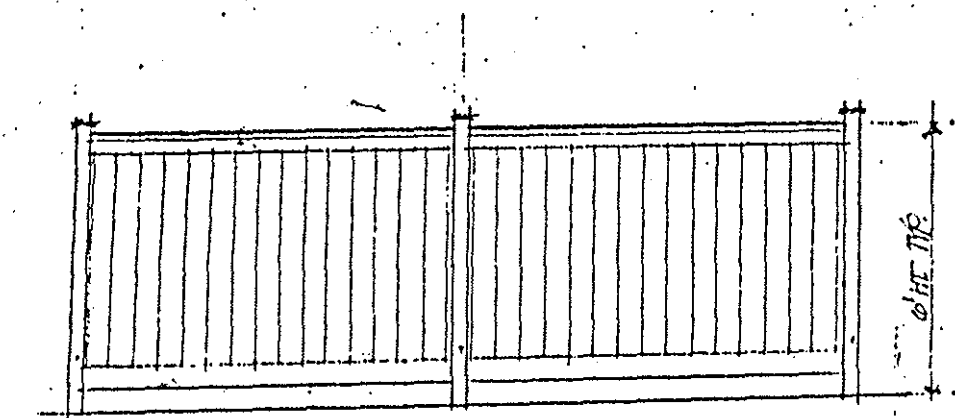
My Commission Expires:

My Commission Expires January 7, 2008

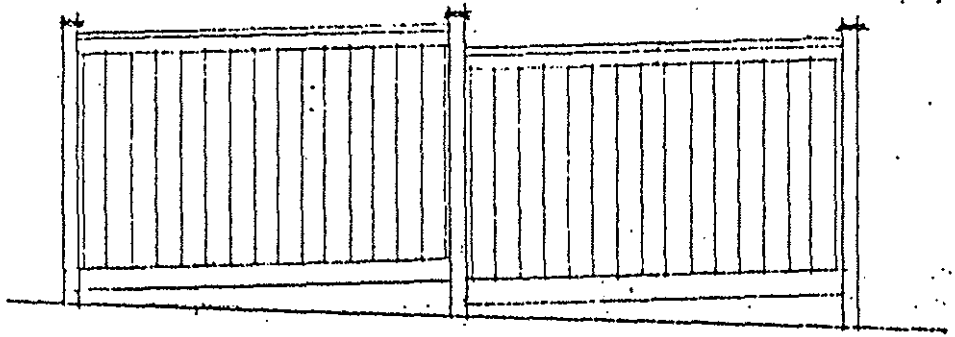
NOTARY PUBLIC

MURPHY ADKINS  
RANKIN CO. CHANCERY CLK.  
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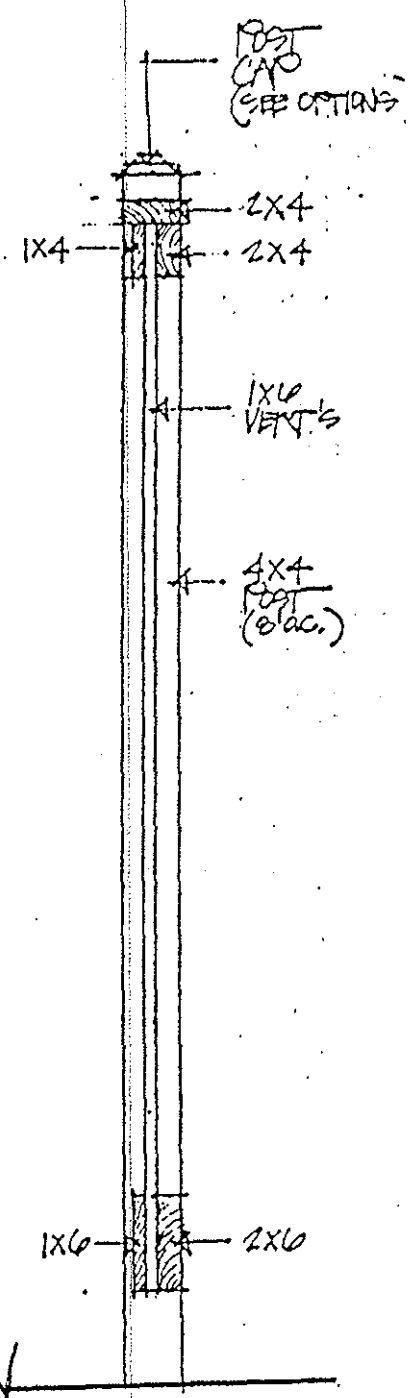




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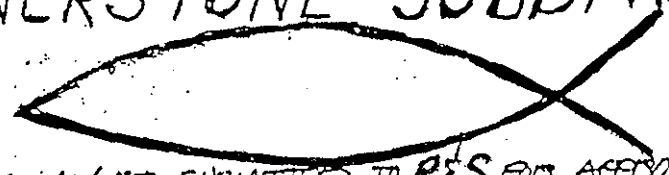


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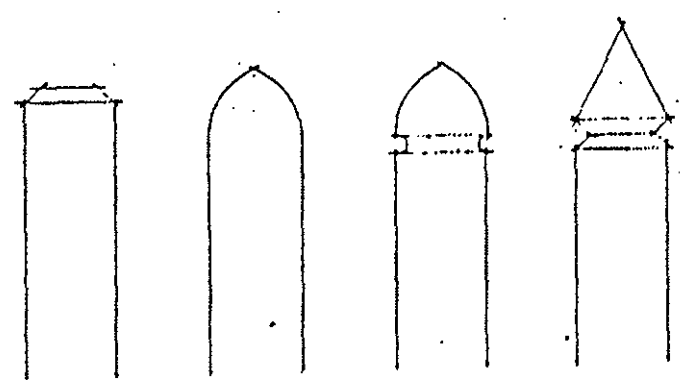
SECTION

TYP.  
GOOD NEIGHBOR FENCE  
MINIMUM REQUIREMENTS  
CORNERSTONE SUBDIVISION



(ALTERNATES MAY BE SUBMITTED TO R/S FOR APPROVAL)

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DEED Book & Page  
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POST CAP OPTIONS

R/S Developers  
will Pick-up

# CORNERSTONE

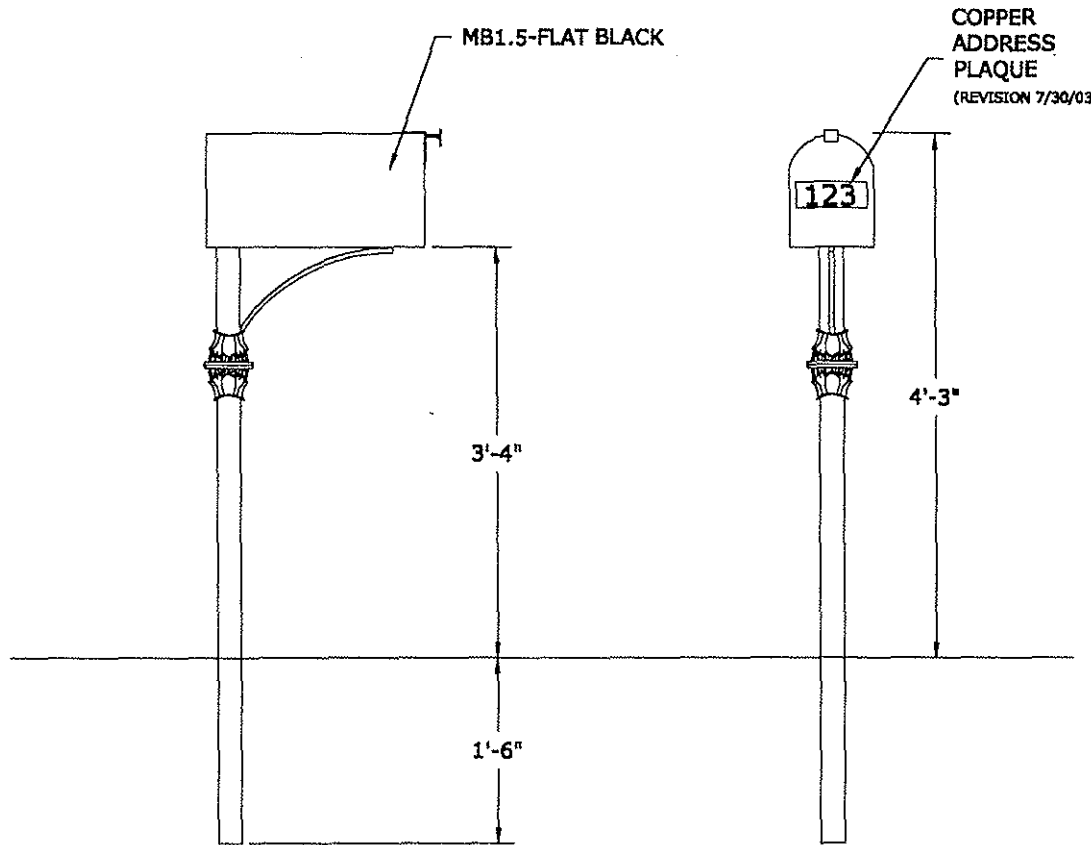
R & S DEVELOPERS  
 RONNIE & SIGRID GARNER  
 120 BAKER LANE  
 BRANDON, MS 39047  
 PH 829-3630 FAX 829-3624

2005 19390

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 Murphy Adkins - Chancery Clerk  
 Rankin County, MS

POST-FLAT BLACK  
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 COPPER ADDRESS PLAQUE  
 \$ 155.00 +tax

INSTALLATION \$ 40.00  
 (OPTIONAL)



REVISED 7/30/03

COPPER SCULPTURES INC.			
DESC. TITLE	GLENN WYCKE		
Drawn by	RVM	CHK BY	LEWIS
DATE	4/15/99	SCALE	1"=1'-0"
REF. NO.	REFERENCE		



*Ji Garner*

2006 9272

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DEED Book & Page

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Murphy Adkins - Chancery Clerk

Rankin County, MS

Indexing Instructions: Lots 225 through 276, Cornerstone Subdivision, Part **Eight A**

CSS-8-A  
L-225-276

## CORNERSTONE SUBDIVISION

R & S DEVELOPERS, LLC  
P.O. Box 5629  
Brandon, Mississippi 39047-8876  
(601) 919-0013



DECLARATION OF COVENANTS AND RESTRICTIONS OF  
CORNERSTONE SUBDIVISION  
BRANDON, RANKIN COUNTY, MISSISSIPPI  
PART EIGHT A

THIS DECLARATION made and executed on this day, by R & S Developers, LLC, a Mississippi Limited Liability Company organized and existing under the laws of the State of Mississippi (which company is referred to herein at times as the "Declarant");

WITNESSETH as follows, to-wit:

WHEREAS, the Declarant is the owner of certain real property located in the City of Brandon, Rankin County, Mississippi, being more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Declarant wish to create and carry out an orderly and uniform plan of development for the above referenced property, and hereinafter referred to at times as "Cornerstone" to subdivide, sell and/or lease said properties for various lawful uses; and

WHEREAS, the Declarant desires that each time said properties are sold or leased that all improvements erected thereon, whether by Declarant or any other owner, shall comply with the protective covenants contained herein and any other covenants which might be imposed in the future, in accordance with the terms hereof, on any portion of the properties covered herein and any properties which might later be included through expansion as hereinafter provided; and

WHEREAS, the purpose of such covenants and restrictions is to enhance the charm and beauty of the surroundings, to insure the property development and use of each building site within said property, to protect the owner or occupant, present or future, of each such site against improper development and use of other sites as will depreciate the value of his or her site; to prevent the erection on said property of structures built of unsuitable design or improper materials; to prevent haphazard or inharmonious improvements; to secure and maintain sufficient setbacks from streets and maintain adequate free spaces between structures; to provide for maintenance and upkeep of the private street or streets running through said properties; and, in general, to provide for a high quality of improvement on said property in accordance with the sensible and orderly development plans; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said Cornerstone, to create an association which can and shall be delegated and assigned the powers and duties of maintaining and administering the private street or streets running through said property and any other common areas which may be designated as such and to administer and enforce the hereinafter set forth covenants and restrictions and to collect and disburse the charges an assessments hereinafter specified; and

WHEREAS, the Declarant has caused to be formed (or shortly will cause to be formed), under the laws of the State of Mississippi, a non-profit and non-share corporation named "Cornerstone Subdivision Homeowners Association, Inc." which corporation shall have as its purpose the carrying out of the powers and duties mentioned herein and such other powers and duties related to the subject properties as may be specified in that corporation's Bylaws; and

WHEREAS, in order to facilitate compliance with the provisions, letter, spirit and intent of this Declaration, Declarant desires that each property owner within Cornerstone, and any future expansions made in accordance with the provisions herein, be a member of Cornerstone Subdivision Homeowners Association, Inc., and that the Bylaws of said corporation shall be deemed to be adopted by Declarant as sole owner of the properties described herein and all future owners shall be bound thereby.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land described herein and shall be a benefit and a burden to Declarant, its successors and assigns, and to any person acquiring or owning an interest in the subject real property and improvements, their Grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE I.

Section 1. Definitions. The words and phrases set out below, when used in this Declaration, shall have the following meanings, respectively, to-wit:

A. "Property", "Properties", or "Cornerstone" shall mean or refer to that certain real property hereinbefore described and such additions thereto as may be hereinafter bought within the jurisdiction of this Declaration or the association as hereinafter provided.

B. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any parcel which is part of the properties.

C. "Association" shall mean and refer to the Cornerstone Subdivision Homeowners Association, Inc., a non-profit corporation, organized under the laws of the State of Mississippi, its successors and assigns. This association is not organized for profit and no part of the net earnings or losses shall inure to the benefit or burden of

any member or any individual. The sole purpose of the association is to promote the common good of all owners and occupants of Cornerstone and as the same may be lawfully expanded and to contribute to the long-range good of the City of Brandon, Rankin County, Mississippi, and the surrounding area.

D. "Board of Directors" shall mean and refer to that group consisting of three members initially who need not necessarily be owners and later consisting of three members who shall be owners or agents of owners, who shall be elected as provided for in the association bylaws and shall have the responsibility of administering the affairs of the association. No Director shall be personally liable for any action, theft and fraud accepted, taken in good faith to carry out the purposes of the association.

E. "Declarant" shall mean R & S Developers, LLC its successors or assigns.

F. "Developer" shall mean R & S Developers, LLC its successors or assigns.

G. "Member" shall mean and refer to those who are members of the association.

H. "Private Street" or "Private Streets" or "Common Property" shall refer to that property more particularly described in Exhibit "B" attached hereto and incorporated herein by reference and to such other properties as may be added thereto by amendment to this Declaration. The maintenance and upkeep of the private streets and common property shall be borne by and shall be the responsibility of the members of the association as provided for hereinafter.

I. "Covenants and Restrictions" shall mean and include all covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges and liens set forth in this Declaration.

J. "Declaration" shall mean and include this instrument and all amendments hereto, plus all supplementary declarations and amendments thereto executed in accordance with the provisions hereof.

K. "Bylaws" shall mean and include the Bylaws of the association and all amendments thereto.

L. "Assessment" shall mean the share allocated to a Lot or to the Home Owners' Association. Such share to consist of annual assessments, special assessments, and expenses, costs, charges and other amounts incurred with respect to either such Lot or the satisfaction, discharge or compliance with any obligations or duties of the Owners of such Lot as specified in this Declaration.

M. "Streets" shall mean the streets, roads, parking areas, curbs and sidewalks as shown on the Plat for any area within Cornerstone. Notwithstanding the designation of sidewalks as part of the streets, each owner may be required to construct a sidewalk on his lot, subject to the specifications established by the Cornerstone Home Owners' Association.

## ARTICLE II.

### PROPERTIES INCLUDED AND EXPANSION PROPERTIES

Section 1. Property Subject to Declaration. The real property which is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the City of Brandon, Rankin County, Mississippi, and is more particularly described as **Lots 225 through 276**, Cornerstone Subdivision, Part Eight A, whose plat is filed in the offices of the Chancery Clerk in Brandon, Mississippi in Plat Cabinet D at Slot 196-197.

Section 2. Expansion Part Property. Declarant may, at some future time, expand Cornerstone in increments or parts, the exact size and configuration of which shall be within the sole discretion of Declarant or its successors in title. In connection with such expansion, Declarant does herewith expressly desire to provide for the imposition upon such future expansion of mutually beneficial restrictions and covenants for the benefit of all owners in Cornerstone, including those in expanded areas, and their then and future owners, and to provide for the reciprocal restrictions and easements among and for the benefit of all of Cornerstone Owners to the extent that the project is expanded.

It is herewith provided that Declarant, or any other person with the written consent of Declarant, shall have the right to annex to the property described in the attached Exhibit "A," any additional contiguous or non-contiguous real property now or heretofore owned by the Declarant and any such annexation or expansion shall have the effect of making the annexed or expanded property part of the Property (as herein defined) and extending the scheme of the within covenants and restrictions to such annexed or expanded property.

Any annexations or expansions of additional real property to the Property described in Exhibit "A" shall be made by recording a Supplementary Declaration of Covenants and Restrictions in the land records in the office of the Chancery Clerk of Rankin County, Mississippi, which Supplementary Declaration shall, by declaration therein, extend the scheme of the within covenants and restrictions to the annexed additional property therein described. Such Supplementary Declaration shall be executed by the person who owns the fee simple title to the additional property being annexed, and if such person is other than the Declarant, shall be executed also by the Declarant. Such Supplementary Declaration may contain, with respect to the additional property annexed thereby, whatever complimentary additions and modifications to the covenants and restrictions set forth herein as may be appropriate to reflect the different character or use, if any, of the annexed additional property, provided, however, that in no event shall such addition or modification be substantially inconsistent with the provisions of this Declaration.

The right of expansion as herein above set forth is expressly reserved by Declarant, its successors and assigns, as an integral part of the Cornerstone development and this Declaration, and this right may not be revoked, modified, amended, or otherwise altered, by the Association, or the members thereof, notwithstanding any language contained in this Declaration, or an supplement hereto, relative to amendment or modification, without the express written approval of the Declarant. It is the purpose of this Provision to insure that nothing contained in this Declaration will allow the right of expansion reserved herein to Declarant to be infringed upon or otherwise affected without the written approval of Declarant.

### ARTICLE III.

#### COVENANT OF COMPLIANCE BY OWNERS

Section 1. Covenant to Comply. Every person, persons or entity who accepts a deed to a parcel in Cornerstone, covenants whether or not it shall be so expressed in the deed of conveyance, that he will faithfully comply with and abide by the letter and spirit of the provisions of this Declaration and the Bylaws and Rules and Regulations of the association as same may be constituted and as they may be lawfully amended from time-to-time.

### ARTICLE IV.

#### CORNERSTONE HOME OWNERS' ASSOCIATION

Section 1. Membership. Each owner in the Cornerstone Subdivision, regardless of which phase or part, shall be a member of the Cornerstone Home Owners' Association, and this membership shall be inseparable or appurtenant to and shall pass with the title to each parcel of property. It is the express intent of this declaration that there be only one (1) homeowners association for the Cornerstone Subdivision, no matter which phase or part. Parcels with multiple ownership shall be entitled to one membership in the association and one of the owners of such parcel shall be designated in writing by the co-owners as their respective representative in matters pertaining to the association.

Section 2. Voting Rights. Every member of the association shall have one vote for the election of all officers. For all other matters and purposes of the association, every member shall have one vote for each lot which that member owns. If the fee title to a particular lot is owned of record by more than one person, the vote appurtenant to such lot may be exercised by only one of the fee owners thereof as designated in writing by the other co-owners of the subject lot or lots.

Section 3. Delegation of Membership and Voting Rights. Any owner may delegate or assign his voting rights to any tenant in possession of owner's lot upon such terms and conditions as they themselves may agree upon, and upon written notice to the Board of Directors of the association, and such tenant shall be deemed to be a member of the association in the place of the owner for the period of the assignment. Nothing herein contained, however, shall relieve the owner of his responsibility for any assessment due the association or for any other responsibilities and obligations which owner might have under the terms of this Declaration and under the Bylaws, Rules and Regulations of the association.

Section 4. Absentee Owners. Permanent absentee owners shall designate an individual (adult) as their agent or attorney-in-fact to represent them in all matters concerning the association or enforcement of this Declaration. Such agent or attorney-in-fact may, at the option of the owner, be a tenant in possession of owner's lot.

### ARTICLE V.

#### COVENANT FOR ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each parcel which it owns within the properties, hereby covenants and each owner of any other parcel or lot of the property by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association the following:

(1) Assessments. Each lot owner, excluding Developer, is deemed to covenant and agree to pay to the Cornerstone Home Owners' Association (a) a quarterly assessment in the amounts described hereinafter and (b) special assessments for capital improvements at such times and in such amounts as may be required and as hereinafter provided. The quarterly and special assessments, together with interest at the rate of ten percent (10%) per annum, costs, and reasonable attorneys' fees (the "assessment debt") shall be a personal indebtedness and obligation of the owner of each lot at the time when the assessment becomes due and payable, and the assessment debt shall also be a charge upon the lot or lots and a continuing lien upon the real property against which the assessment is made, until the total assessment debt therefore is paid. All obligations for delinquent assessment debts shall pass to and be assumed automatically by successors in title to the lot for which the assessment is made, by virtue of the successor's acceptance of a conveyance of that lot, but such assumption by the successor or successors shall not relieve the prior owner or owners of their continuing personal obligations for those debts and they and the successors shall be jointly and severally liable for the amount of the assessment debts, until the same be paid in full. The quarterly and special assessments levied by the Cornerstone Home Owners' Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the subdivision, and for the improvement and maintenance of the streets and common areas of the subdivision, as shall be determined and directed by the Association.

(2) Date of commencement of quarterly assessments and due dates thereof. The quarterly assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the streets and common areas to the Association or upon completion of the first home in the subdivision. The first quarterly assessment shall be adjusted on a pro rata basis according to the number of months remaining in that calendar quarter. The quarterly assessment against each lot will be fixed between January 1 and January 15, inclusive, of each year, and written notice thereof shall be mailed or delivered to each owner subject thereto forthwith. The assessment will be due and payable immediately upon receipt of notice and shall be deemed to be in arrears if not paid on or before the last day of the first month of the respective calendar quarter (i.e. January 31, April 30, July 31, October 31).

(3) Special assessments for capital improvements. In addition to the quarterly assessments, the Association may levy, in any assessment period, a special assessment applicable to that assessment period, or spread out over several assessment periods for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon one or more of the streets or common areas, including fixtures and personal property related thereto, provided, however, that any such special assessment shall first have the assent of two-thirds of the votes of the members other than Developer who are voting in person or by proxy at a meeting duly called for that purpose, and also the assent of Developer at that meeting.

(4) Conduct of meetings of the Association relating to assessments. Written notice of any meeting of the membership of the Association called for the purpose of fixing the amount of a quarterly assessment, or of modifying either of those actions, shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of the votes held by members other than Developer, together with Developer, shall constitute a quorum. If the required quorum is not then present, a recessed meeting may be called subject to the same notice requirements, and the required quorum at the recessed meeting shall be one-half of the required quorum for the original meeting. No such recessed meeting with a reduced quorum shall be held more than sixty days following the original meeting called for that purpose.

(5) Uniform rate of assessment. Both quarterly and special assessments must be fixed at a uniform rate for all lots and shall be collected on a quarterly basis as set forth herein, with the exception of assessments on Lots owned by Declarant, which is set forth in Section 10 below.

(6) Annual assessment. Until January 1, 2007, the initial assessment applicable to any lot shall be \$200.00 per calendar year, adjusted pro rata for the length of time remaining in that calendar year after the date of the conveyance. The Board of Directors of the Association may fix subsequent assessments at regular or special call meetings of the Association membership.

Section 3. Purpose of Assessments. The assessments levied by the association shall be used exclusively to promote the health, safety and welfare of the owners and occupants of Cornerstone to defray all costs incurred in property caring for and maintaining Cornerstone a prestigious development; and to accomplish the intent of this Declaration. The assessments provided herein shall include, but not be limited to the costs of providing materials and services to accomplish the following:

- A. Maintaining, replacing and repairing the streets, roadways, sidewalks, and open areas within the property.
- B. Maintaining the landscaping at the entrance to Cornerstone.
- C. Maintaining the appearance of entrance markers, gates, identification signs, and street markers in a good state of repair.
- D. General policing of Cornerstone on a regular basis to remove bottles, cans, trash or debris discarded by the public along the streets or roadways.
- E. Maintaining utilities, drainage ditches, and other services which are to be provided by the association.
- F. Paying the costs of insurance premiums on any insurance which the association carries.
- G. Paying all ad valorem taxes and other taxes and fees which may accrue to the association.
- H. Paying all necessary and reasonable costs of administration, management, legal and accounting services connected with association, including, the payment of a reasonable fee to any management agent designated by the association.
- I. Provide such other services as the association may deem to be in the best interest of the development and the members of the association.

The Cornerstone Home Owners' Association is not organized for profit and no part of the net earning shall inure to the benefit of any member, any director of the association, any officer of the association or any other individual.

Section 4. Assessments Are Not Dues. All assessments herein provided are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the Association.

Section 5. Changes in Assessment. After January 1, 2006, the Board of Directors of the association may, after consideration of the then current costs of providing services herein above enumerated, increase the initial or quarterly assessments to cover the actual costs of such services. The Board of Directors of the association may also, after consideration of the then current maintenance costs and future needs of the association, fix the regular quarterly assessment and initial assessment for any subsequent quarter or quarters at a lesser amount.

Section 6. Notice and Quorum for Action on Assessments. Written notice of any hearing called for the purpose of taking action on any assessment provided herein (including special assessments and changes in quarterly and initial assessments) shall be sent to all members of the association by certified mail, not less than five (5) days nor more than thirty (30) days, in advance of the meeting. At least sixty percent (60%) of the owners or proxies of owners must be present at such meeting in order to constitute a quorum. If the required is not present, another meeting may be called subject to the same notice requirement and the required quorum at this subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. In addition, written notice of the regular quarterly assessment provided herein shall be sent to every owner subject thereto.

Section 7. Assessments for Street Maintenance Must Be Maintained. No provision contained herein above or in any part of this Declaration or in any supplements hereto, shall excuse or otherwise negate the association's responsibility for the proper upkeep and maintenance of the streets and roads of Cornerstone. Notwithstanding anything contained herein to the contrary, the association and the members thereof may not amend, revoke, modify or otherwise alter any portion of this Declaration or any supplements hereto in any manner which relieve the association of its responsibilities and duties hereunder for street maintenance and upkeep and the collection of assessments necessary to defray the costs thereof, without the express written consent of the Declarant. It is the purpose of this provision to provide assurance and protection to the Declarant that the streets of Cornerstone will be properly and safely maintained and that the responsibilities for such maintenance and the cost thereof will be borne as provided herein by the association and that such responsibility will not be amended, modified, revoked or otherwise altered without the written consent of the Declarant.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon from the due date at the rate of ten percent (10%) per annum. After ten (10) days written notice of the delinquent assessment is given to the owner, the association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot or parcel of property, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as debt or to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the association in a like manner on a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the association and shall be for the benefit of all other lot or parcel owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his parcel or property. In any event, reasonable attorney's fee of not less than twenty percent (20%) of the sum owed, and reasonable costs of collection, shall be added to the amount of each delinquent assessment.

Section 9. Subordination of Lien to Mortgages. The lien upon any lot or parcel provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first mortgage on such lot or parcel made in good faith and for value received and the lien hereunder shall in no way effect the rights of the holder of any such first mortgage. Sale or transfer of any property shall not affect the assessment lien. However, the sale or transfer of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such property from liability for an assessment thereafter becoming due or from the lien thereof. Such foreclosure, deed, assignment or other proceeding arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure or the transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of such maintenance assessments, which lien, if to be assertive as to any such assessments thereafter becoming due, shall have the same effect and be enforced in the same manner as provided herein.

Section 10. Assessment of Declarant. Any regular or special assessments upon any lot or lots owned by Declarant shall be in an amount equal to twenty-five percent (25%) of the assessment of the other lots owned by owners. This provision shall apply only so long as said lots are owned by Declarant.

Section 11. Ad Valorem Property Taxes.

- A. Each owner shall be responsible for his own ad valorem taxes.
- B. The association shall be responsible for the payment of ad valorem taxes on all lots, parcels, streets, or common areas to which the association may hereinafter take fee title.

Section 12. Management Agent. The Board of Directors of the association may employ for the association a management agent or manager (hereinafter called the "Management Agent") at a rate of compensation established by the Board of Directors, for which Management Agent shall perform such duties and services as the Board of Directors from time-to-time authorize. These duties and services of the Management Agent may include, without limitation, the power and authority to do the following:

- A. To collect the initial, annual and special assessments and to provide for the enforcement of liens and securing same in any manner consistent with law and within the provisions of this Declaration.
- B. To deposit all assessment collections in a common expense fund with a banking institution and to make payments from such fund for the benefit of the association and in keeping with the intentions and responsibilities herein set forth, all of which shall be subject to the authorization and approval of the Association, to which the Management Agent shall at all times be accountable.
- C. To provide for the care, upkeep, maintenance and surveillance of the streets, sidewalks and any other common areas.

D. To select, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the streets, sidewalks, and common areas.

E. To promulgate, with the approval and confirmation of the Board of Directors and to enforce such rules and regulations and such restrictions, requirements, and the like as may be deemed proper, respecting the use and care of the streets, sidewalks and common areas.

F. To provide such other services for the association as may be consistent with the law and with the provisions of this Declaration.

Section 13. Limitation of Liability. The association shall not be liable for any failure of any service to be furnished by the association or paid for out of the common expense fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from the streets, sidewalks or any common areas or from any pipe, drain, conduit or the like. The association shall not be liable to any member for loss or damage to any articles, by theft or otherwise, which may be left or stored upon any common areas. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvement to the streets, sidewalks or common areas, or from any action taken by the association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any county or governmental authority.

## ARTICLE VI.

### EASEMENT RIGHTS

Section 1. Reservation of Easement Rights by the Declarant. In connection with the development of Cornerstone, the Declarant shall convey non-exclusive easements and rights-of-way (and reserve unto itself and its designees certain non-exclusive easements and rights-of-way) in, through, over and across portions of the properties comprising Cornerstone for the purpose of installing, constructing maintaining, reconstructing and repairing sewer lines, water lines, electrical cables telephone cables, gas lines, storm drains, drainage ditches, television cables and underground conduits and appurtenant to any of same, and for all other purposes reasonable related to the completion of construction and the provision of utility services, whether public or private, to the Cornerstone development. Any and all instruments of conveyance made by the Declarant to any individual or other entity with respect to any of the subject property shall be conclusively deemed to incorporate the conveyance of such easements or the reservation thereof, whether or not specifically set forth in such instruments.

It is the intention of Declarant to convey easements to the proper authorities and entities for the installation, construction, maintenance, reconstruction and repair of sewer lines, water lines, electrical cables, telephone cables and underground conduits, and appurtenance to any of same in the initial stages of development of Cornerstone. Notwithstanding anything contained herein to the contrary, however, it is the intention of the Declarant through the above reservation to insure that any additional easements, licenses and rights-of-way for the purposes set forth herein above which may be required for the orderly maintenance, preservation and enjoyment of Cornerstone development be protected and insured to the extent allowable by law. It is the further purpose of this reservation to provide for the preservation of the health, safety, convenience and welfare of all the owners of the lots and parcels of land of Cornerstone.

Section 2. Street Easement. In connection with the development of Cornerstone, Declarant shall convey a non-exclusive easement for ingress, egress and regress to all members of the association in, through, over and across the streets of Cornerstone. All such streets and all walkways, roadways, sidewalks and the like, are expressly made subject to a non-exclusive easement for ingress, egress and regress for the benefit of all members of the association, the Declarant, their respective heirs, personal representatives and assigns and all other persons claiming under any of them.

Section 3. Reservation in Deeds. Declarant may make other reservations and restrictions applicable to each lot by appropriate provision in the deed conveying said lot, and such reservations and restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

Section 4. Public Dedication of Streets or Other Properties. The streets, roads, or any portion thereof, and any other common properties of Cornerstone may be dedicated and transferred to any public or municipal agency, authorities, or utility for any purpose consistent with the Declaration and subject to such conditions as may be agreed upon by the members and Declarant; provided, however, that no such dedication or transfer or determination as to purpose or as to conditions, shall be effective unless seventy-five percent (75%) of the members of the association consent thereto and, furthermore unless written consent to such dedication, transfer, purpose and conditions be obtained from Declarant. In the event that a public dedication is made, it shall be required that all private streets will meet applicable city requirements before acceptance by the City of Brandon or Rankin County, Mississippi. This right of written approval is expressly reserved by and in Declarant, and this Declaration, or any supplements hereto, may not be amended, revoked, modified, or otherwise altered so as to infringe upon or negate this right.

Section 5. Private Streets. The Streets shall be private streets owned by the Association. At some time after the plats of the subdivision are filed for record, the Declarant shall convey to the Association all right, title and interest in and to the Streets. Notwithstanding such conveyance, the Declarant shall be responsible for the construction of the Streets. The Streets will be constructed in accordance with generally acceptable standards for construction in residential neighborhoods in Rankin County, Mississippi. Prior to the final overlay of the surface or wearing course, the Declarant shall be responsible for the repair and maintenance of the Streets. After completion of

construction on a substantial number of the dwellings in a particular area or on a particular Street, the Declarant shall cause the construction of such Street to be completed by overlaying of the surface or wearing course of the pavement. The determination of such final construction shall be solely in the discretion of the Declarant. Upon completion of the overlay of the surface or wearing course, all responsibility for the repair and maintenance of such Street shall be assumed by the Association.

Section 6. Gates. At such time as the Declarant in its discretion determines, the Declarant shall install a gate on the main entrance to the subdivision. The gate shall be of a type or style which Owners can open or close by use of a card or other device or mechanism. The Declarant shall provide a card or other applicable opening device to any public agencies, such as police, fire, utilities, etc. So long as the Declarant continues to own land or lots in the subdivision, the Declarant shall control the operation of the gates and shall establish the hours during which the gates shall remain open or be locked. As such times as the Declarant no longer owns land or Lots, or sooner if the Declarant desires, control of the gates shall be transferred to the Association. Notwithstanding the installation of gates or the implementation of rules or procedures governing the opening, closing and locking of the gates, the Declarant makes no representation or warranty concerning any matter of security or safety of the Property. By acceptance of a deed or other conveyance of a Lot, each Owner releases the Declarant from any claim, damage or liability arising from or related to the operation of or timing of the opening, closing and locking of the gates.

#### ARTICLE VII.

##### BUILDING REQUIREMENTS, ARCHITECTURAL AND LANDSCAPE CONTROLS AND REQUIREMENTS

Section 1. The purpose of this Article is to prevent the erection of structures built of improper design and/or materials, to encourage the erection of attractive improvements at appropriate locations, and to prevent haphazard and inharmonious improvements, all for the benefit of all of the owners of Cornerstone and to insure esthetic unity to all Cornerstone while at the same time allowing flexibility and diversity in landscape design. Nothing contained in this Article shall be construed or interpreted to mean that Declarant, his employees, agents, successors or assigns, or the Board of Directors of the association assumes any responsibility for the structural design of any improvement or landscape design.

Section 2. All lots or parcels in Cornerstone shall be known, described and used as residential lots and no structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single family dwelling not exceeding two stories in height. No dwelling shall exceed two stories in height, except that three-story dwellings will be permitted if the additional story is a basement, or if a minimum of fifty percent (50%) of the additional story is below street grade of the street or streets abutting the Lot upon which the dwelling is situated. No accessory or out-buildings shall be erected, altered, placed or permitted to remain on any of said lots or parcels without the express written approval of Declarant, it being Declarant's desire and intention that any accessory or out-building shall be attractive in appearance and that the approval or allowance of same shall be subject to his express written approval. Such express written approval shall be obtained from the Declarant prior to the erection of any such accessory or outbuilding.

Section 3. Except as otherwise provided, no dwelling, nor any other building, shall be located on any Lot in the Subdivision nearer than twenty-five (25) feet from the adjoining right-of-way line of the street abutting the front lot line of the Lot, nor nearer than twenty five (25) feet to any right-of-way line of a street abutting any other side of the Lot. Except as otherwise provided, no dwelling or any other building, shall be located on any Lot in the Subdivision closer than five (5) feet to any interior side line of the Lot. Except as otherwise provided, no dwelling or any other building shall be located on any Lot in the Subdivision closer than twenty (20) feet to the back lot line of the Lot. Any variations to this require the express written approval of Declarant.

- A. Estate Lots - Except as otherwise provided, no dwelling, nor any other building, shall be located on any Lots (225-229 & 276) nearer than thirty (35) feet from the adjoining right-of-way line of the street abutting the front lot line of the Lot, nor nearer than thirty (30) feet to any right-of-way line of a street abutting any other side of the Lot. Except as otherwise provided, no dwelling or any other building, shall be located on any Lots (225-229 & 276) closer than ten (10) feet to any interior side line of the Lot. Except as otherwise provided, no dwelling or any other building shall be located on any Lots (225-229 & 276) closer than thirty-five (35) feet to the back lot line of the Lot. Any variations to this require the express written approval of Declarant.

Section 4. Each residence shall be provided with off-street parking in the form of a paved driveway extended from the pavement on the street on which the residence faces to the garage or carport, which garage or carport must be attached to the dwelling, or from the street paving to the rear of such residence. All garages will be a minimum of two car garages and a maximum of three car garages and all will be enclosed with a door. No garage shall be converted to a use other than as originally constructed, without architectural approval and providing for an approved replacement garage.

Section 5. No dwelling shall be constructed, placed, moved or maintained upon any of the Lots within Cornerstone Subdivision, Part Eight A unless such dwelling shall contain at least **two thousand (2,000) square feet** of heated floor space exclusive of open porches and unheated storage spaces.

- A. Estate Lots - No dwelling shall be constructed, placed, moved or maintained upon any of the Estate Lots within Cornerstone Subdivision, Part Eight unless such dwelling shall contain at least **two thousand eight hundred (2,800) square feet** of heated floor space exclusive of open porches and unheated storage spaces.

Section 6. The property may not be re-subdivided. Only one residence shall be erected and maintained at any time on any one of the lots or parcels of Cornerstone. However, nothing in any of these restrictions shall be construed as prohibiting the owner of a combination of two or more contiguous lots or one or more lots and a portion of an adjoining lot or lots, from erecting one residence only thereon and locating the same as if said contiguous lots or portions of lots were but one single lot.

Section 7. In constructing or causing to be constructed, a residence on any lot or parcel, owner shall not substantially duplicate the exterior elevation, design, or architecture of any other residence then existing or in the process of being constructed in Cornerstone without prior approval of the Declarant. Such permission to be obtained prior to beginning construction. The plans for the residential structure, to include landscaping plans and designs, to be constructed on all lots and parcels in Cornerstone shall be submitted to Declarant for his approval, and such approval shall be required prior to the commencement of the construction, but such approval shall not be unreasonably withheld. A copy of construction and landscaping plans and designs shall be furnished to the Declarant for its files without cost to it. Landscaping plans must include a minimum of two (2) three inch (3") diameter trees in front of dwelling. Architectural plans, landscape plans and designs, and any topography changes, for new construction, additions to existing structures or exterior remodeling of existing structures, must be submitted to Declarant for approval prior to construction beginning.

Section 8. Certain architectural guidelines have been established to provide property owners, architects and contractors with a set of parameters for the preparation of their drawings, specifications and plans. Architectural plans must be submitted to the Developer/Subdivision Homeowners Association for approval prior to the beginning of construction activity including clearing and site work to insure aesthetic harmony within the Development. Plans required to be submitted include

The Developer/Subdivision Homeowners Association will review and approve all construction designs and plans for:

- Consideration of primary site design requirements.
- Sensitivity to the existing landscape features of each site.
- The visual relationship or physical impact the proposed home may have on surrounding home sites.
- Excellence of architectural design.
- All types of fencing.

By encouraging quality and attention to detail, the aesthetic harmony, natural tranquility and overall property values at Cornerstone will be enhanced and preserved. The Developer/Subdivision Homeowners Association does not seek to restrict individual creativity or preference, but rather to maintain a visually pleasing and appropriate appearance for each home site within the community.

Section 9. The builder of the original dwelling on each Lot in the Subdivision shall construct a sidewalk four (4) feet in width along the entire length of that portion of the public street or streets which abuts the Lot. The edge of each sidewalk nearest to the street along which it is constructed shall be located two (2) feet from the back of the curb alongside the street, unless it becomes necessary to curve the sidewalk away from the curb so as to avoid a fire hydrant, street sign, tree or other obstruction. If it becomes necessary so to curve the sidewalk, the sidewalk shall be curved smoothly, uniformly and attractively away from the curb and around the obstruction so that neither the obstruction nor the sidewalk itself will become a hazard to persons using the sidewalk. Construction and/or maintenance of the sidewalk either within the street right-of-way or on private property shall constitute the granting of permission to use the sidewalk to any and all persons who use the sidewalk in a safe and reasonable manner. The grade of each such sidewalk shall be uniform and consistent with, and shall vary uniformly and consistently with, the grade of the top of the curb along which the sidewalk is constructed. Each such sidewalk shall be scored at four-foot intervals, with an expansion joint every eight (8) feet, and shall be constructed of broom finish concrete four (4) inches in thickness.

Section 10. Plans for the construction of any fence must be submitted to and approved by the Architectural Review Committee before any fence is placed or construction is commenced on any Lot in the Subdivision. Such plans must include the location, materials, height, design, character and color of each and all components of the fence. Any fence, which does not comply with the plans approved therefore, shall be removed or brought into full compliance with the approved plans.

Section 11. All mailboxes shall be the type approved by the Architectural Review Committee. Any mailbox, which does not comply with the approved mailboxes, shall be removed. (See attached exhibit for samples of acceptable mailboxes or contact the Developer).

Section 12. The maintenance, upkeep and repair of any and all drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities located on any Lot shall be that of the homeowners association unless the city or county has the duty to do so; however, the homeowners association may elect to maintain or repair drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities even if the city or county has the duty to do so. Should any maintenance, upkeep or repair need to be conducted on any Lot or Lots, the personnel and machinery conducting such work shall be allowed to access any drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities by way of subdivision Lots. The Declarant shall have the right to improve, maintain and repair such pipes, inlets and facilities at any time for any purpose. In no event shall the Declarant have the duty to improve, maintain or repair any drainage pipe, storm water inlet or other appurtenant drainage facility located within the Subdivision. Under no circumstances shall drainage facilities be considered a "utility" which is reserved to the Declarant by the Reservation of the Plat of the Subdivision.



Section 13. Roof cladding for all dwellings shall be approved by the Architectural Review Committee. All roof cladding shall be a minimum architectural grade shingle. Only the color "Driftwood" is acceptable unless otherwise approved by the Architectural Review Committee.

Section 14. All electrical, telephone, and television service drops shall be underground.

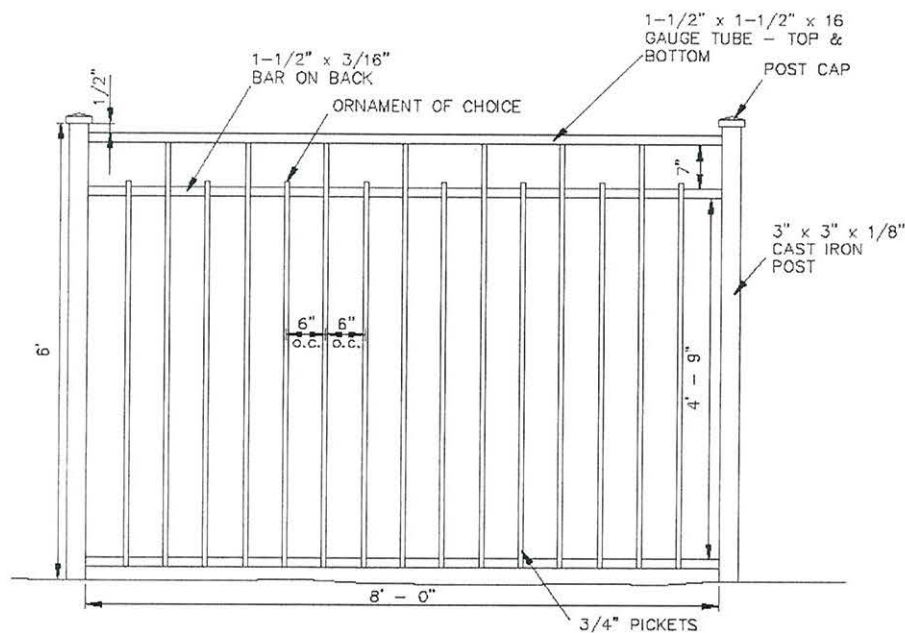
Section 15. No structure of a temporary nature such as a tent, shack, garage, basement or other out-building shall be used on any lot in Cornerstone at any time, nor shall any house trailer or other movable living quarters be located on any lot in Cornerstone at any time unless same is stored in a closed garage. No trailer, mobile home, manufactured home, or other similar type of modular home shall be placed, situated, stored, erected, or the like on any lot in Cornerstone. Only site built homes shall be placed, situated, erected, built, or the like on any lot in Cornerstone.

Section 16. Direct Satellite Systems or comparable dishes will be allowed on the roof of houses constructed in this phase and part with the maximum dish or antenna diameter allowed being 20 inches. No other solar panels will be utilized on the roof or other exterior portions of the dwelling so as to be visible from the street or from any adjacent property. Telecommunication (television, television cable, satellite reception, telephone, radio, or similar devices) antennae or comparable devices for the purpose of either transmitting or receiving telecommunications of any type will not be erected, installed, or situated on any lot, either temporarily or permanently.

Section 17. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.





Section 18. No fence, wall or hedge situated on interior portions of the development shall be placed on any portion of a lot or parcel higher than six (6) feet from the ground. It is recognized that certain lots or portions thereof may be adjacent to and abut properties not compromising a part of Cornerstone and the owners of such lots may place fences, walls, or hedges on that portion of their lots which are adjacent to or abut non-Cornerstone properties at a height higher than six (6) feet so long as the said fences, walls, or hedges do not detract from or otherwise impair the overall beauty and attractiveness of Cornerstone. Should a hedge, shrub, or flower or other planting be so placed, or afterward grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property. No decorative type fencing or column may be placed on any of the said lots or parcels between the front property line and the house setback line, without written approval of Declarant. Chain-link fences of all kinds are prohibited. If wood privacy fencing is desired, only a "Good Neighbor" fence is allowed. (See attached pages for specific detail requirements).

- A. Wrought Iron Fencing – Only one (1) approved wrought iron fence is allowed in Cornerstone Subdivision. Said fence must be made of real iron, no aluminum fencing is allowed, primed and painted black so as to minimize rusting. Wrought iron fencing must adhere to the following guidelines:



All vertical pickets to be 3/4" 16 ga. All vertical cast iron posts are to have a cast iron cap.

Select Finial for wrought iron fences shall be equal to the following finials from King Architectural Metals (1-800-542-2379).

<p>10-217B-34 CAST IRON</p>  <p>FITS OVER 3/4"</p> <p>Height: 4" Width: 1-3/16" Base: 1-3/16"</p> <p><b>NEW NOW AVAILABLE ITEM</b></p> <p>.25 - EA .23 - 100+ .21 - 500+</p> <p>50 PER CASE</p>	<p>45-8832-34 CAST IRON</p>  <p>FITS OVER 3/4"</p> <p>Height: 5-1/4" Width: 3-1/8" Base: 1-1/4"</p> <p>.79 - EA .59 - 50+</p> <p>5 lbs</p>	<p>10-6007-34 CAST IRON</p>  <p>FITS OVER 3/4"</p> <p>Height: 4" Width: 2" Base: 1-1/8"</p> <p>.21 - EA .19 - 100+ .18 - 500+</p> <p>50 PER CASE / 18 lbs</p>	<p>45-834 CAST IRON</p>  <p>FITS OVER 3/4"</p> <p>Height: 2-1/2" Width: 1-1/4" Base: 1-3/8"</p> <p>.44 - EA .41 - 96 (CASE) .37 - 480</p> <p>48 PER CASE / 19 lbs</p> <p>Pineapple Motif</p>
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**Lakefront Estate Lots** - Maximum height for a rear yard privacy fence is eight (6) feet. At a point twenty-four (24) feet from the lakefront property line, the fence shall then be three equal sections of wrought iron, each section stepping down toward the lake, equally in height to 42 inches. No privacy fencing, only wrought iron fencing shall be permitted along the Owner's property boundary running along the lakefront. The Architectural Review Committee must review and approve all fences prior to construction.

**Estate Lots** - For all other Estate Lots, fences in the rear yard are allowed. Maximum height for a rear yard fence is eight (6) feet.

Section 19. Each lot or parcel owner will maintain the appearance of his lot or parcel in a high quality condition. The grass, flowers and shrubbery must be kept in an orderly fashion. No trees of six inch (6") diameter or more or flowering trees such as dogwood, redbud, etc., of any size may be cut without the consent of Declarant. Until a residence is built on a sold lot, Declarant at his option and sole discretion may mow the subject lot or parcel and have dead trees and debris removed there from, and the owner of such lot shall be obligated to reimburse Declarant for the costs of such work should he refuse or neglect to comply with required upkeep thereof. No trash, garbage, ashes, refuse, or other waste shall be thrown or dumped on any vacant lot in the subdivision.

Section 20. No plants, shrubs, bushes, trees or other type greenery shall be planted on any lot or parcel at the intersection of the streets or otherwise cause hazardous traffic conditions; and no planting of the above nature or kind shall be permitted on any lot which obstructs visibility and causes hazardous traffic conditions.

Section 21. Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such lots. This requirement applies to all lots before and after a home is built on the lot. Should a hedge, shrub, tree, flower or other planting grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property.

Section 22. There shall be no continuous planting in excess of two and one-half feet (2 1/2') high along property lines or other direct lines between the front of any residence located on any lot or parcel and the front property line.

Section 23. Landscaping of a lot must be completed within one hundred twenty (120) days after the date on which the main structure is 95% complete. All front yards must receive solid sod.

Section 24. Building materials of every kind or character being used in connection with the construction of improvements shall be placed and stored within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the edge of the street pavement and the property line. Such building materials shall not be placed or stored upon the subject lot prior to the commencement of construction for an unreasonable period of time.

Section 25. No signs, billboards, posters or advertising devices of any character shall be erected, installed or placed on any of said lots or parcels for any purpose at any time, without the written approval of Declarant with the exception of one "For Sale" sign which shall be no greater in size than 8 square feet in area and one name and/or number plate not exceeding 120 square inches in area.

Section 26. There shall be no more than three (3) basic wall materials used on the front of any residence constructed on any lot or parcel, unless prior written approval has been obtained from Declarant.

Section 27. Inoperative vehicles shall not be kept on any of the lots in the subdivision. All collectable vehicles, utility trailers, boats, or any type recreational vehicle or any junk of any kind or character shall be hidden by fences.

Section 28. No firearms, archery equipment or other devices of a similar nature which may be classified as weapons shall be operated or used on any lots in this subdivision.

Section 29. Not more than three (3) colors may be used on the front of any residence constructed on any of the said lots or parcels and said colors should be so applied so that the balance of continuity and design for the area is maintained. At his option, the Declarant reserves the right to review and approve exterior color schemes.

Section 30. No mechanical equipment, such as filter systems for swimming pools, cooling towers or similar type equipment except air conditioning compressors shall be located so as to be visible from the street.

Section 31. Water runoff for each individual building site must be handled by adequately sloping areas so that runoff is directed to the natural drainage areas or to storm drainage facilities. No structure or improvements can alter the natural drainage of the site to the degree that it negatively impacts the surrounding home sites or existing mature trees.

Section 32. All rights, duties, and obligations granted to and imposed upon Declarant under the terms of this Article and under the terms of this Declaration shall be transferred, assigned, and conveyed to the Cornerstone Subdivision Homeowners Association once all of the lots comprising Cornerstone have been conveyed by Declarant to third parties. Such rights, duties and obligations may be transferred, assigned, and conveyed to the association prior to such time upon the mutual consent of Declarant and the association.

Section 33. The undersigned and/or their heirs, successors or assigns and affiliated companies assume no responsibility or liability for accidents, illness, drowning or any damages of any kind or character occurring on property belonging to the undersigned and/or their heirs, successors or assigns and affiliated companies in the general area of Rankin County known as "Cornerstone".

Section 34. Owners shall be required to maintain their property in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued through the establishment of permanent vegetative cover. Owners acknowledge and agree that Developer is not responsible for damages which may be suffered by Owners or other property owners or parties as a result of site preparation work carried out by Owners and his/her/their subcontractors and Owners agree to hold Developer, its owners, assigns and the like harmless from any such damages sustained in connection therewith.

#### ARTICLE VIII.

##### GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations of this Declaration. Failure by the Declarant, association, or any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right so to do thereafter.

Section 2. The provisions of this Declaration shall be liberally construed and interpreted at all times in such a way as to effectuate the purposes of the Declaration in creating and carrying out a uniform plan for the development of the property.

Section 3. Attorney's Fee. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provisions hereof by reference to otherwise, the prevailing party or parties shall also be entitled to an award of reasonable attorney's fees, in such amount as may be fixed by the Court in such proceeding.

Section 4. Declarant Held Harmless. Each and every owner and occupant of any portion of the property shall and does, by accepting title to its interest in the property, agree to indemnify, defend, and hold harmless Declarant, his agents, employees and successors, against and from all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation and/or maintenance of the improvements on the portion of the property occupied by, owned by or under the control of such owner or occupant, the use and/or possession of such portion of the property, and the conduct of business in any other activities by such owner or occupant or his guests or invitees on any portion of the property.

Section 5. Nuisances. Obnoxious or offensive activity shall not be carried on upon any lot or parcel, nor shall anything be done thereon which may be, or become, an annoyance or nuisance in the neighborhood.

Section 6. Prohibition as to Animals. No animal shall be permitted to remain in Cornerstone except dogs and cats. The entire Cornerstone area must be kept clean and odorless. No fowl shall be allowed thereon except birds, which are caged as inside pets. All pets shall be kept on owner's property and not allowed to molest domestic servants, postal carriers, yard workers, passers by, or other individuals. Dog pins shall be provided in a remote and inconspicuous area of a lot or parcel for the keeping of that lot or parcel owner's dog or dogs which are not inside pets.

Section 7. Clothes Lines. No outside clotheslines or other outside clothes drying or airing facilities shall be allowed.

Section 8. Amendment of Covenants. These covenants may be amended by the Developer at any time so long as Developer continues to own at least one-half (1/2) of the numbered lots in the subdivision covered by these covenants. From and after such time as Developer owns fewer than one-half (1/2) of the numbered residential lots of

the subdivision, these covenants may be amended by agreement of the owners of not less than seventy-five percent (75%) of all of the numbered residential lots of the subdivision subject to these covenants. Any such amendment shall be made in writing duly subscribed by the party or parties authorized to make the amendment, properly acknowledged, and recorded in the deed records of Rankin County, Mississippi. The covenants and restrictions herein contained are to run with the land and shall be binding on all parties, persons, entities claiming under them for an initial period of twenty-five (25) years from the date these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless and until an instrument of amendment signed by the owner or owners of seventy-five percent (75%) of the above described lots or parcels have been recorded in the public records revoking, modifying or amending said covenants and restriction. The right of amendment set forth herein is expressly made subject to those particular reservations contained in this Declaration which afford Declarant the right of written approval before amendment, modification, revocation or other alteration of this Declaration, or any supplements hereto, can be made.

Section 9. Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulations pertaining to the ownership, occupation or use of any property within Cornerstone is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

Section 10. Conflicts with Homeowners Association. Should any conflict between these covenants and any homeowners associations' bylaws arise, the terms in these covenants shall prevail over any homeowner's associations' bylaws.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has herein to set its hand and seal on this the 24<sup>th</sup> day of April, 2006.

ATTEST:

R & S, DEVELOPERS, LLC

BY: [Signature], Member  
Manager

STATE OF MISSISSIPPI

COUNTY OF Rankin

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Ti Garner, who acknowledged that he is the Manager of R & S Developers, LLC, a Mississippi Limited Liability Company and that in said representative capacity he executed the above and foregoing instrument, after having been duly authorized so to do.

GIVEN under my hand and official seal of office, this the 24<sup>th</sup> day of April, 2006.

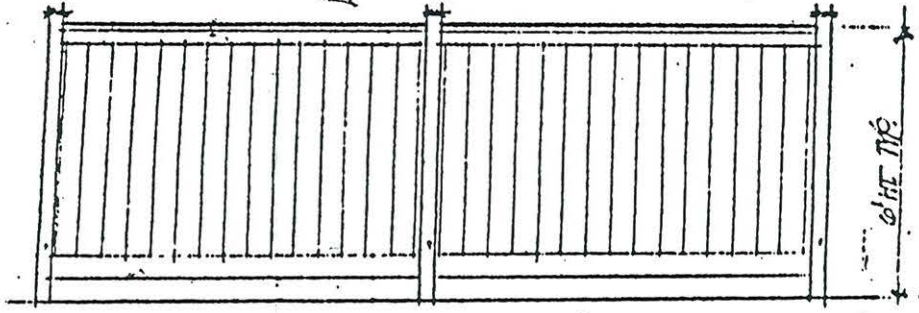
[Signature]  
NOTARY PUBLIC

My Commission Expires:

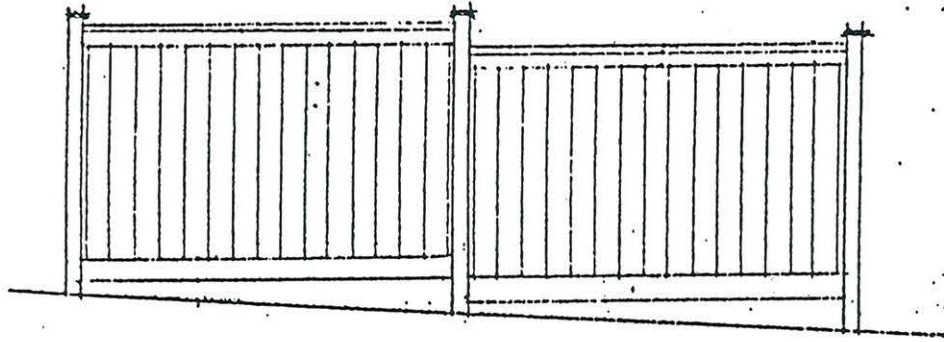
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JUNE 5, 2009  
BONDED THRU STEGALL NOTARY SERVICE



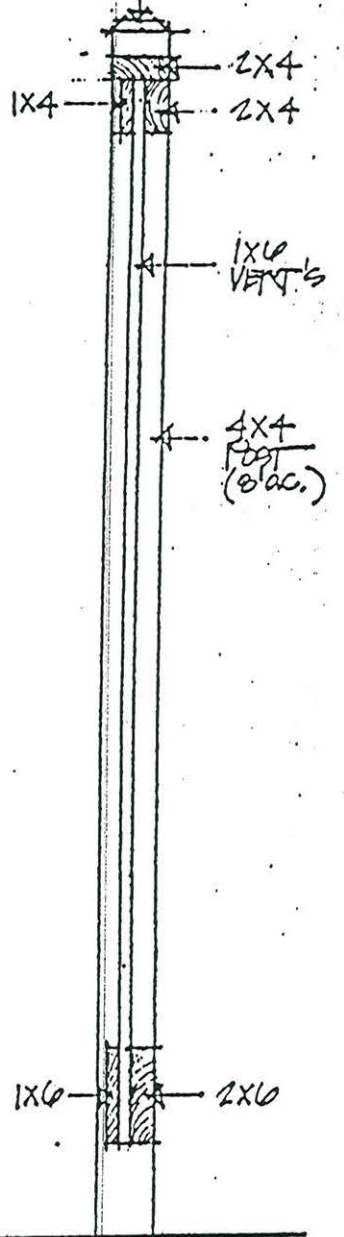
POST  
CAP  
OPTIONS



TYP. ELEV.



FENCE TO STEP WITH SLOPE

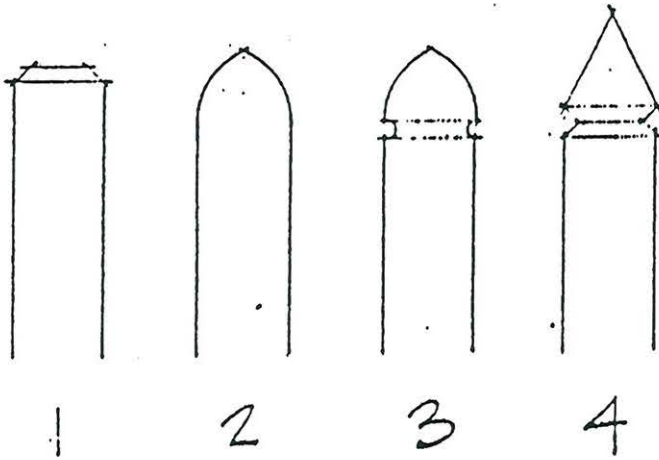


SECTION

TYP  
GOOD NEIGHBOR FENCE  
MINIMUM REQUIREMENTS  
CORNERSTONE SUBDIVISION



(ALTERNATES MAY BE SUBMITTED TO R/S FOR APPROVAL)



POST CAP OPTIONS

R/S Developers  
will pick-up

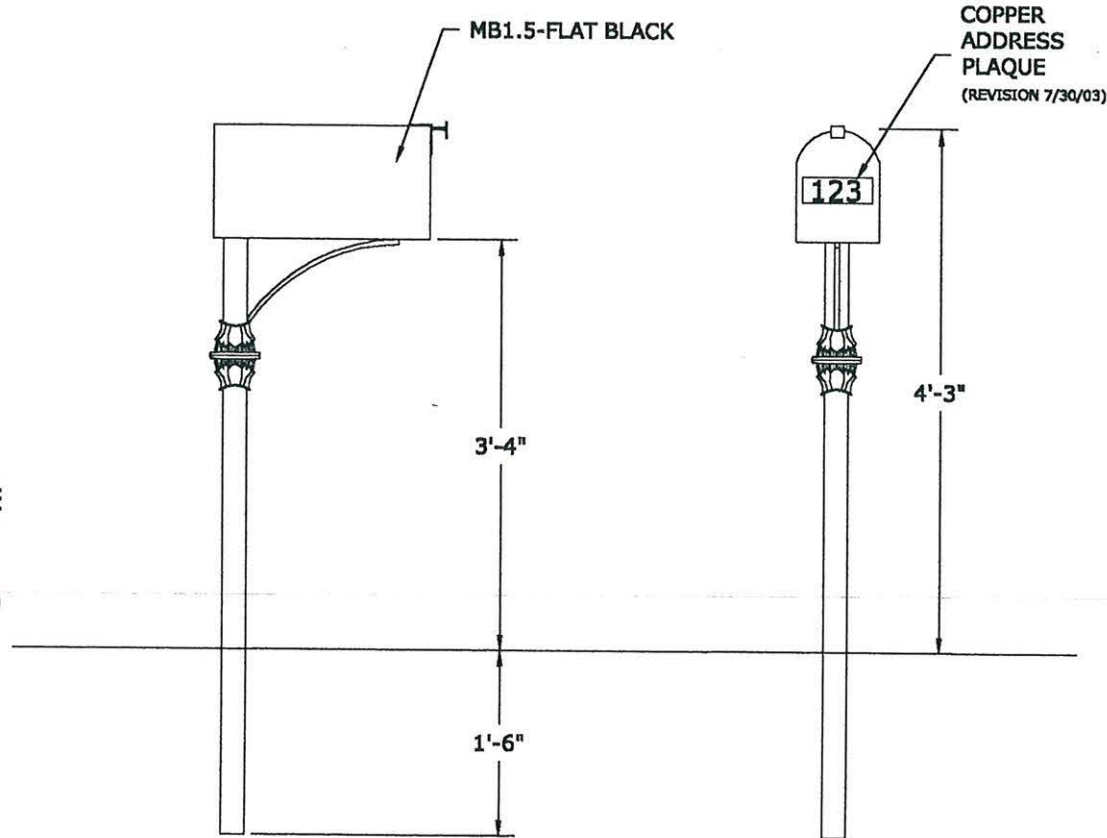
2006 DEED Book Page 9286

# CORNERSTONE

R & S DEVELOPERS  
RONNIE & SIGRID GARNER  
120 BAKER LANE  
BRANDON, MS 39047  
PH 829-3630 FAX 829-3624

POST-FLAT BLACK  
MB1.5-FLAT BLACK  
COPPER ADDRESS PLAQUE  
\$ 155.00 +tax

INSTALLATION \$ 40.00  
(OPTIONAL)



REVISED 7/30/03

COPPER SCULPTURES INC.			
DWG. TITLE:		GLENN WYCKE	
Drawn By:	RVM	Proj. No.:	
Date:	4/15/99	DWG. No.:	REFERENCE

Rankin County, MS  
I certify this instrument was filed on  
04-24-2006 03:51:51 PM  
and recorded in DEED Book  
2006 at pages 9272 - 9286  
Murphy Adkins - Chancery Clerk



By: *[Signature]*

*R. & S. Developers*

2006 12683

Recorded in the Above

DEED Book & Page

06-05-2006 04:52:09 PM

By: Address: Chancey Clerk  
Rankin County, MS

Indexing Instructions: Lots 212 through 224 & Lots 277 through 286, Cornerstone Subdivision, Part Eight-B

CSS 8B  
L. 212-224  
277-286

## CORNERSTONE SUBDIVISION

R & S DEVELOPERS, LLC  
P.O. Box 5629  
Brandon, Mississippi 39047-8876  
(601) 919-0013

DECLARATION OF COVENANTS AND RESTRICTIONS OF  
CORNERSTONE SUBDIVISION  
BRANDON, RANKIN COUNTY, MISSISSIPPI  
PART EIGHT B

THIS DECLARATION made and executed on this day, by R & S Developers, LLC, a Mississippi Limited Liability Company organized and existing under the laws of the State of Mississippi (which company is referred to herein at times as the "Declarant");

WITNESSETH as follows, to-wit:

WHEREAS, the Declarant is the owner of certain real property located in the City of Brandon, Rankin County, Mississippi, being more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Declarant wish to create and carry out an orderly and uniform plan of development for the above referenced property, and hereinafter referred to at times as "Cornerstone" to subdivide, sell and/or lease said properties for various lawful uses; and

WHEREAS, the Declarant desires that each time said properties are sold or leased that all improvements erected thereon, whether by Declarant or any other owner, shall comply with the protective covenants contained herein and any other covenants which might be imposed in the future, in accordance with the terms hereof, on any portion of the properties covered herein and any properties which might later be included through expansion as hereinafter provided; and

WHEREAS, the purpose of such covenants and restrictions is to enhance the charm and beauty of the surroundings, to insure the property development and use of each building site within said property, to protect the owner or occupant, present or future, of each such site against improper development and use of other sites as will depreciate the value of his or her site; to prevent the erection on said property of structures built of unsuitable design or improper materials; to prevent haphazard or inharmonious improvements; to secure and maintain sufficient setbacks from streets and maintain adequate free spaces between structures; to provide for maintenance and upkeep of the private street or streets running through said properties; and, in general, to provide for a high quality of improvement on said property in accordance with the sensible and orderly development plans; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said Cornerstone, to create an association which can and shall be delegated and assigned the powers and duties of maintaining and administering the private street or streets running through said property and any other common areas which may be designated as such and to administer and enforce the hereinafter set forth covenants and restrictions and to collect and disburse the charges an assessments hereinafter specified; and

WHEREAS, the Declarant has caused to be formed (or shortly will cause to be formed), under the laws of the State of Mississippi, a non-profit and non-share corporation named "Cornerstone Subdivision Homeowners Association, Inc." which corporation shall have as its purpose the carrying out of the powers and duties mentioned herein and such other powers and duties related to the subject properties as may be specified in that corporation's Bylaws; and

WHEREAS, in order to facilitate compliance with the provisions, letter, spirit and intent of this Declaration, Declarant desires that each property owner within Cornerstone, and any future expansions made in accordance with the provisions herein, be a member of Cornerstone Subdivision Homeowners Association, Inc., and that the Bylaws of said corporation shall be deemed to be adopted by Declarant as sole owner of the properties described herein and all future owners shall be bound thereby.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land described herein and shall be a benefit and a burden to Declarant, its successors and assigns, and to any person acquiring or owning an interest in the subject real property and improvements, their Grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE I.

Section 1. Definitions. The words and phrases set out below, when used in this Declaration, shall have the following meanings, respectively, to-wit:

A. "Property", "Properties", or "Cornerstone" shall mean or refer to that certain real property hereinbefore described and such additions thereto as may be hereinafter bought within the jurisdiction of this Declaration or the association as hereinafter provided.

B. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any parcel which is part of the properties.

C. "Association" shall mean and refer to the Cornerstone Subdivision Homeowners Association, Inc., a non-profit corporation, organized under the laws of the State of Mississippi, its successors and assigns. This association is not organized for profit and no part of the net earnings or losses shall inure to the benefit or burden of



any member or any individual. The sole purpose of the association is to promote the common good of all owners and occupants of Cornerstone and as the same may be lawfully expanded and to contribute to the long-range good of the City of Brandon, Rankin County, Mississippi, and the surrounding area.

D. "Board of Directors" shall mean and refer to that group consisting of three members initially who need not necessarily be owners and later consisting of three members who shall be owners or agents of owners, who shall be elected as provided for in the association bylaws and shall have the responsibility of administering the affairs of the association. No Director shall be personally liable for any action, theft and fraud accepted, taken in good faith to carry out the purposes of the association.

E. "Declarant" shall mean R & S Developers, LLC its successors or assigns.

F. "Developer" shall mean R & S Developers, LLC its successors or assigns.

G. "Member" shall mean and refer to those who are members of the association.

H. "Private Street" or "Private Streets" or "Common Property" shall refer to that property more particularly described in Exhibit "B" attached hereto and incorporated herein by reference and to such other properties as may be added thereto by amendment to this Declaration. The maintenance and upkeep of the private streets and common property shall be borne by and shall be the responsibility of the members of the association as provided for hereinafter.

I. "Covenants and Restrictions" shall mean and include all covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges and liens set forth in this Declaration.

J. "Declaration" shall mean and include this instrument and all amendments hereto, plus all supplementary declarations and amendments thereto executed in accordance with the provisions hereof.

K. "Bylaws" shall mean and include the Bylaws of the association and all amendments thereto.

L. "Assessment" shall mean the share allocated to a Lot or to the Home Owners' Association. Such share to consist of annual assessments, special assessments, and expenses, costs, charges and other amounts incurred with respect to either such Lot or the satisfaction, discharge or compliance with any obligations or duties of the Owners of such Lot as specified in this Declaration.

M. "Streets" shall mean the streets, roads, parking areas, curbs and sidewalks as shown on the Plat for any area within Cornerstone. Notwithstanding the designation of sidewalks as part of the streets, each owner may be required to construct a sidewalk on his lot, subject to the specifications established by the Cornerstone Home Owners' Association.

## ARTICLE II.

### PROPERTIES INCLUDED AND EXPANSION PROPERTIES

Section 1. Property Subject to Declaration. The real property which is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the City of Brandon, Rankin County, Mississippi, and is more particularly described as **Lots 212 through 224 & 277 through 286**, Cornerstone Subdivision, Part Eight A, whose plat is filed in the offices of the Chancery Clerk in Brandon, Mississippi in Plat Cabinet D at Slot 210-211.

Section 2. Expansion Part Property. Declarant may, at some future time, expand Cornerstone in increments or parts, the exact size and configuration of which shall be within the sole discretion of Declarant or its successors in title. In connection with such expansion, Declarant does herewith expressly desire to provide for the imposition upon such future expansion of mutually beneficial restrictions and covenants for the benefit of all owners in Cornerstone, including those in expanded areas, and their then and future owners, and to provide for the reciprocal restrictions and easements among and for the benefit of all of Cornerstone Owners to the extent that the project is expanded.

It is herewith provided that Declarant, or any other person with the written consent of Declarant, shall have the right to annex to the property described in the attached Exhibit "A," any additional contiguous or non-contiguous real property now or heretofore owned by the Declarant and any such annexation or expansion shall have the effect of making the annexed or expanded property part of the Property (as herein defined) and extending the scheme of the within covenants and restrictions to such annexed or expanded property.

Any annexations or expansions of additional real property to the Property described in Exhibit "A" shall be made by recording a Supplementary Declaration of Covenants and Restrictions in the land records in the office of the Chancery Clerk of Rankin County, Mississippi, which Supplementary Declaration shall, by declaration therein, extend the scheme of the within covenants and restrictions to the annexed additional property therein described. Such Supplementary Declaration shall be executed by the person who owns the fee simple title to the additional property being annexed, and if such person is other than the Declarant, shall be executed also by the Declarant. Such Supplementary Declaration may contain, with respect to the additional property annexed thereby, whatever complimentary additions and modifications to the covenants and restrictions set forth herein as may be appropriate to reflect the different character or use, if any, of the annexed additional property, provided, however, that in no event shall such addition or modification be substantially inconsistent with the provisions of this Declaration.

The right of expansion as herein above set forth is expressly reserved by Declarant, its successors and assigns, as an integral part of the Cornerstone development and this Declaration, and this right may not be revoked, modified, amended, or otherwise altered, by the Association, or the members thereof, notwithstanding any language contained in this Declaration, or an supplement hereto, relative to amendment or modification, without the express written approval of the Declarant. It is the purpose of this Provision to insure that nothing contained in this Declaration will allow the right of expansion reserved herein to Declarant to be infringed upon or otherwise affected without the written approval of Declarant.

ARTICLE III.

COVENANT OF COMPLIANCE BY OWNERS

Section 1. Covenant to Comply. Every person, persons or entity who accepts a deed to a parcel in Cornerstone, covenants whether or not it shall be so expressed in the deed of conveyance, that he will faithfully comply with and abide by the letter and spirit of the provisions of this Declaration and the Bylaws and Rules and Regulations of the association as same may be constituted and as they may be lawfully amended from time-to-time.

ARTICLE IV.

CORNERSTONE HOME OWNERS' ASSOCIATION

Section 1. Membership. Each owner in the Cornerstone Subdivision, regardless of which phase or part, shall be a member of the Cornerstone Home Owners' Association, and this membership shall be inseparable or appurtenant to and shall pass with the title to each parcel of property. It is the express intent of this declaration that there be only one (1) homeowners association for the Cornerstone Subdivision, no matter which phase or part. Parcels with multiple ownership shall be entitled to one membership in the association and one of the owners of such parcel shall be designated in writing by the co-owners as their respective representative in matters pertaining to the association.

Section 2. Voting Rights. Every member of the association shall have one vote for the election of all officers. For all other matters and purposes of the association, every member shall have one vote for each lot which that member owns. If the fee title to a particular lot is owned of record by more than one person, the vote appurtenant to such lot may be exercised by only one of the fee owners thereof as designated in writing by the other co-owners of the subject lot or lots.

Section 3. Delegation of Membership and Voting Rights. Any owner may delegate or assign his voting rights to any tenant in possession of owner's lot upon such terms and conditions as they themselves may agree upon, and upon written notice to the Board of Directors of the association, and such tenant shall be deemed to be a member of the association in the place of the owner for the period of the assignment. Nothing herein contained, however, shall relieve the owner of his responsibility for any assessment due the association or for any other responsibilities and obligations which owner might have under the terms of this Declaration and under the Bylaws, Rules and Regulations of the association.

Section 4. Absentee Owners. Permanent absentee owners shall designate an individual (adult) as their agent or attorney-in-fact to represent them in all matters concerning the association or enforcement of this Declaration. Such agent or attorney-in-fact may, at the option of the owner, be a tenant in possession of owner's lot.

ARTICLE V.

COVENANT FOR ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each parcel which it owns within the properties, hereby covenants and each owner of any other parcel or lot of the property by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association the following:

(1) Assessments. Each lot owner, excluding Developer, is deemed to covenant and agree to pay to the Cornerstone Home Owners' Association (a) a quarterly assessment in the amounts described hereinafter and (b) special assessments for capital improvements at such times and in such amounts as may be required and as hereinafter provided. The quarterly and special assessments, together with interest at the rate of ten percent (10%) per annum, costs, and reasonable attorneys' fees (the "assessment debt") shall be a personal indebtedness and obligation of the owner of each lot at the time when the assessment becomes due and payable, and the assessment debt shall also be a charge upon the lot or lots and a continuing lien upon the real property against which the assessment is made, until the total assessment debt therefore is paid. All obligations for delinquent assessment debts shall pass to and be assumed automatically by successors in title to the lot for which the assessment is made, by virtue of the successor's acceptance of a conveyance of that lot, but such assumption by the successor or successors shall not relieve the prior owner or owners of their continuing personal obligations for those debts and they and the successors shall be jointly and severally liable for the amount of the assessment debts, until the same be paid in full. The quarterly and special assessments levied by the Cornerstone Home Owners' Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the subdivision, and for the improvement and maintenance of the streets and common areas of the subdivision, as shall be determined and directed by the Association.

(2) Date of commencement of quarterly assessments and due dates thereof. The quarterly assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the streets and common areas to the Association or upon completion of the first home in the subdivision. The first quarterly assessment shall be adjusted on a pro rata basis according to the number of months remaining in that calendar quarter. The quarterly assessment against each lot will be fixed between January 1 and January 15, inclusive, of each year, and written notice thereof shall be mailed or delivered to each owner subject thereto forthwith. The assessment will be due and payable immediately upon receipt of notice and shall be deemed to be in arrears if not paid on or before the last day of the first month of the respective calendar quarter (i.e. January 31, April 30, July 31, October 31).

(3) Special assessments for capital improvements. In addition to the quarterly assessments, the Association may levy, in any assessment period, a special assessment applicable to that assessment period, or spread out over several assessment periods for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon one or more of the streets or common areas, including fixtures and personal property related thereto, provided, however, that any such special assessment shall first have the assent of two-thirds of the votes of the members other than Developer who are voting in person or by proxy at a meeting duly called for that purpose, and also the assent of Developer at that meeting.

(4) Conduct of meetings of the Association relating to assessments. Written notice of any meeting of the membership of the Association called for the purpose of fixing the amount of a quarterly assessment, or of modifying either of those actions, shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of the votes held by members other than Developer, together with Developer, shall constitute a quorum. If the required quorum is not then present, a recessed meeting may be called subject to the same notice requirements, and the required quorum at the recessed meeting shall be one-half of the required quorum for the original meeting. No such recessed meeting with a reduced quorum shall be held more than sixty days following the original meeting called for that purpose.

(5) Uniform rate of assessment. Both quarterly and special assessments must be fixed at a uniform rate for all lots and shall be collected on a quarterly basis as set forth herein, with the exception of assessments on Lots owned by Declarant, which is set forth in Section 10 below.

(6) Annual assessment. Until January 1, 2007, the initial assessment applicable to any lot shall be \$200.00 per calendar year, adjusted pro rata for the length of time remaining in that calendar year after the date of the conveyance. The Board of Directors of the Association may fix subsequent assessments at regular or special call meetings of the Association membership.

Section 3. Purpose of Assessments. The assessments levied by the association shall be used exclusively to promote the health, safety and welfare of the owners and occupants of Cornerstone to defray all costs incurred in property caring for and maintaining Cornerstone a prestigious development; and to accomplish the intent of this Declaration. The assessments provided herein shall include, but not be limited to the costs of providing materials and services to accomplish the following:

- A. Maintaining, replacing and repairing the streets, roadways, sidewalks, and open areas within the property.
- B. Maintaining the landscaping at the entrance to Cornerstone.
- C. Maintaining the appearance of entrance markers, gates, identification signs, and street markers in a good state of repair.
- D. General policing of Cornerstone on a regular basis to remove bottles, cans, trash or debris discarded by the public along the streets or roadways.
- E. Maintaining utilities, drainage ditches, and other services which are to be provided by the association.
- F. Paying the costs of insurance premiums on any insurance which the association carries.
- G. Paying all ad valorem taxes and other taxes and fees which may accrue to the association.
- H. Paying all necessary and reasonable costs of administration, management, legal and accounting services connected with association, including, the payment of a reasonable fee to any management agent designated by the association.
- I. Provide such other services as the association may deem to be in the best interest of the development and the members of the association.

The Cornerstone Home Owners' Association is not organized for profit and no part of the net earning shall inure to the benefit of any member, any director of the association, any officer of the association or any other individual.

Section 4. Assessments Are Not Dues. All assessments herein provided are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the Association.

Section 5. Changes in Assessment. After January 1, 2006, the Board of Directors of the association may, after consideration of the then current costs of providing services herein above enumerated, increase the initial or quarterly assessments to cover the actual costs of such services. The Board of Directors of the association may also, after consideration of the then current maintenance costs and future needs of the association, fix the regular quarterly assessment and initial assessment for any subsequent quarter or quarters at a lesser amount.

Section 6. Notice and Quorum for Action on Assessments. Written notice of any hearing called for the purpose of taking action on any assessment provided herein (including special assessments and changes in quarterly and initial assessments) shall be sent to all members of the association by certified mail, not less than five (5) days nor more than thirty (30) days, in advance of the meeting. At least sixty percent (60%) of the owners or proxies of owners must be present at such meeting in order to constitute a quorum. If the required is not present, another meeting may be called subject to the same notice requirement and the required quorum at this subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. In addition, written notice of the regular quarterly assessment provided herein shall be sent to every owner subject thereto.

Section 7. Assessments for Street Maintenance Must Be Maintained. No provision contained herein above or in any part of this Declaration or in any supplements hereto, shall excuse or otherwise negate the association's responsibility for the proper upkeep and maintenance of the streets and roads of Cornerstone. Notwithstanding anything contained herein to the contrary, the association and the members thereof may not amend, revoke, modify or otherwise alter any portion of this Declaration or any supplements hereto in any manner which relieve the association of its responsibilities and duties hereunder for street maintenance and upkeep and the collection of assessments necessary to defray the costs thereof, without the express written consent of the Declarant. It is the purpose of this provision to provide assurance and protection to the Declarant that the streets of Cornerstone will be properly and safely maintained and that the responsibilities for such maintenance and the cost thereof will be borne as provided herein by the association and that such responsibility will not be amended, modified, revoked or otherwise altered without the written consent of the Declarant.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon from the due date at the rate of ten percent (10%) per annum. After ten (10) days written notice of the delinquent assessment is given to the owner, the association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot or parcel of property, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as debt or to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the association in a like manner on a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the association and shall be for the benefit of all other lot or parcel owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his parcel or property. In any event, reasonable attorney's fee of not less than twenty percent (20%) of the sum owed, and reasonable costs of collection, shall be added to the amount of each delinquent assessment.

Section 9. Subordination of Lien to Mortgages. The lien upon any lot or parcel provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first mortgage on such lot or parcel made in good faith and for value received and the lien hereunder shall in no way effect the rights of the holder of any such first mortgage. Sale or transfer of any property shall not affect the assessment lien. However, the sale or transfer of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such property from liability for an assessment thereafter becoming due or from the lien thereof. Such foreclosure, deed, assignment or other proceeding arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure or the transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of such maintenance assessments, which lien, if to be assertive as to any such assessments thereafter becoming due, shall have the same effect and be enforced in the same manner as provided herein.

Section 10. Assessment of Declarant. Any regular or special assessments upon any lot or lots owned by Declarant shall be in an amount equal to twenty-five percent (25%) of the assessment of the other lots owned by owners. This provision shall apply only so long as said lots are owned by Declarant.

Section 11. Ad Valorem Property Taxes.

- A. Each owner shall be responsible for his own ad valorem taxes.
- B. The association shall be responsible for the payment of ad valorem taxes on all lots, parcels, streets, or common areas to which the association may hereinafter take fee title.

Section 12. Management Agent. The Board of Directors of the association may employ for the association a management agent or manager (hereinafter called the "Management Agent") at a rate of compensation established by the Board of Directors, for which Management Agent shall perform such duties and services as the Board of Directors from time-to-time authorize. These duties and services of the Management Agent may include, without limitation, the power and authority to do the following:

- A. To collect the initial, annual and special assessments and to provide for the enforcement of liens and securing same in any manner consistent with law and within the provisions of this Declaration.
- B. To deposit all assessment collections in a common expense fund with a banking institution and to make payments from such fund for the benefit of the association and in keeping with the intentions and responsibilities herein set forth, all of which shall be subject to the authorization and approval of the Association, to which the Management Agent shall at all times be accountable.
- C. To provide for the care, upkeep, maintenance and surveillance of the streets, sidewalks and any other common areas.

D. To select, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the streets, sidewalks, and common areas.

E. To promulgate, with the approval and confirmation of the Board of Directors and to enforce such rules and regulations and such restrictions, requirements, and the like as may be deemed proper, respecting the use and care of the streets, sidewalks and common areas.

F. To provide such other services for the association as may be consistent with the law and with the provisions of this Declaration.

Section 13. Limitation of Liability. The association shall not be liable for any failure of any service to be furnished by the association or paid for out of the common expense fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from the streets, sidewalks or any common areas or from any pipe, drain, conduit or the like. The association shall not be liable to any member for loss or damage to any articles, by theft or otherwise, which may be left or stored upon any common areas. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvement to the streets, sidewalks or common areas, or from any action taken by the association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any county or governmental authority.

## ARTICLE VI.

### EASEMENT RIGHTS

Section 1. Reservation of Easement Rights by the Declarant. In connection with the development of Cornerstone, the Declarant shall convey non-exclusive easements and rights-of-way (and reserve unto itself and its designees certain non-exclusive easements and rights-of-way) in, through, over and across portions of the properties comprising Cornerstone for the purpose of installing, constructing maintaining, reconstructing and repairing sewer lines, water lines, electrical cables telephone cables, gas lines, storm drains, drainage ditches, television cables and underground conduits and appurtenant to any of same, and for all other purposes reasonable related to the completion of construction and the provision of utility services, whether public or private, to the Cornerstone development. Any and all instruments of conveyance made by the Declarant to any individual or other entity with respect to any of the subject property shall be conclusively deemed to incorporate the conveyance of such easements or the reservation thereof, whether or not specifically set forth in such instruments.

It is the intention of Declarant to convey easements to the proper authorities and entities for the installation, construction, maintenance, reconstruction and repair of sewer lines, water lines, electrical cables, telephone cables and underground conduits, and appurtenance to any of same in the initial stages of development of Cornerstone. Notwithstanding anything contained herein to the contrary, however, it is the intention of the Declarant through the above reservation to insure that any additional easements, licenses and rights-of-way for the purposes set forth herein above which may be required for the orderly maintenance, preservation and enjoyment of Cornerstone development be protected and insured to the extent allowable by law. It is the further purpose of this reservation to provide for the preservation of the health, safety, convenience and welfare of all the owners of the lots and parcels of land of Cornerstone.

Section 2. Street Easement. In connection with the development of Cornerstone, Declarant shall convey a non-exclusive easement for ingress, egress and regress to all members of the association in, through, over and across the streets of Cornerstone. All such streets and all walkways, roadways, sidewalks and the like, are expressly made subject to a non-exclusive easement for ingress, egress and regress for the benefit of all members of the association, the Declarant, their respective heirs, personal representatives and assigns and all other persons claiming under any of them.

Section 3. Reservation in Deeds. Declarant may make other reservations and restrictions applicable to each lot by appropriate provision in the deed conveying said lot, and such reservations and restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

Section 4. Public Dedication of Streets or Other Properties. The streets, roads, or any portion thereof, and any other common properties of Cornerstone may be dedicated and transferred to any public or municipal agency, authorities, or utility for any purpose consistent with the Declaration and subject to such conditions as may be agreed upon by the members and Declarant; provided, however, that no such dedication or transfer or determination as to purpose or as to conditions, shall be effective unless seventy-five percent (75%) of the members of the association consent thereto and, furthermore unless written consent to such dedication, transfer, purpose and conditions be obtained from Declarant. In the event that a public dedication is made, it shall be required that all private streets will meet applicable city requirements before acceptance by the City of Brandon or Rankin County, Mississippi. This right of written approval is expressly reserved by and in Declarant, and this Declaration, or any supplements hereto, may not be amended, revoked, modified, or otherwise altered so as to infringe upon or negate this right.

Section 5. Private Streets. The Streets shall be private streets owned by the Association. At some time after the plats of the subdivision are filed for record, the Declarant shall convey to the Association all right, title and interest in and to the Streets. Notwithstanding such conveyance, the Declarant shall be responsible for the construction of the Streets. The Streets will be constructed in accordance with generally acceptable standards for construction in residential neighborhoods in Rankin County, Mississippi. Prior to the final overlay of the surface or wearing course, the Declarant shall be responsible for the repair and maintenance of the Streets. After completion of

construction on a substantial number of the dwellings in a particular area or on a particular Street, the Declarant shall cause the construction of such Street to be completed by overlaying of the surface or wearing course of the pavement. The determination of such final construction shall be solely in the discretion of the Declarant. Upon completion of the overlay of the surface or wearing course, all responsibility for the repair and maintenance of such Street shall be assumed by the Association.

Section 6. Gates. At such time as the Declarant in its discretion determines, the Declarant shall install a gate on the main entrance to the subdivision. The gate shall be of a type or style which Owners can open or close by use of a card or other device or mechanism. The Declarant shall provide a card or other applicable opening device to any public agencies, such as police, fire, utilities, etc. So long as the Declarant continues to own land or lots in the subdivision, the Declarant shall control the operation of the gates and shall establish the hours during which the gates shall remain open or be locked. As such times as the Declarant no longer owns land or Lots, or sooner if the Declarant desires, control of the gates shall be transferred to the Association. Notwithstanding the installation of gates or the implementation of rules or procedures governing the opening, closing and locking of the gates, the Declarant makes no representation or warranty concerning any matter of security or safety of the Property. By acceptance of a deed or other conveyance of a Lot, each Owner releases the Declarant from any claim, damage or liability arising from or related to the operation of or timing of the opening, closing and locking of the gates.

#### ARTICLE VII.

#### BUILDING REQUIREMENTS, ARCHITECTURAL AND LANDSCAPE CONTROLS AND REQUIREMENTS

Section 1. The purpose of this Article is to prevent the erection of structures built of improper design and/or materials, to encourage the erection of attractive improvements at appropriate locations, and to prevent haphazard and inharmonious improvements, all for the benefit of all of the owners of Cornerstone and to insure esthetic unity to all Cornerstone while at the same time allowing flexibility and diversity in landscape design. Nothing contained in this Article shall be construed or interpreted to mean that Declarant, his employees, agents, successors or assigns, or the Board of Directors of the association assumes any responsibility for the structural design of any improvement or landscape design.

Section 2. All lots or parcels in Cornerstone shall be known, described and used as residential lots and no structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single family dwelling not exceeding two stories in height. No dwelling shall exceed two stories in height, except that three-story dwellings will be permitted if the additional story is a basement, or if a minimum of fifty percent (50%) of the additional story is below street grade of the street or streets abutting the Lot upon which the dwelling is situated. No accessory or out-buildings shall be erected, altered, placed or permitted to remain on any of said lots or parcels without the express written approval of Declarant, it being Declarant's desire and intention that any accessory or out-building shall be attractive in appearance and that the approval or allowance of same shall be subject to his express written approval. Such express written approval shall be obtained from the Declarant prior to the erection of any such accessory or outbuilding.

Section 3. Except as otherwise provided, no dwelling, nor any other building, shall be located on any Lot in the Subdivision nearer than twenty-five (25) feet from the adjoining right-of-way line of the street abutting the front lot line of the Lot, nor nearer than twenty five (25) feet to any right-of-way line of a street abutting any other side of the Lot. Except as otherwise provided, no dwelling or any other building, shall be located on any Lot in the Subdivision closer than five (5) feet to any interior side line of the Lot. Except as otherwise provided, no dwelling or any other building shall be located on any Lot in the Subdivision closer than twenty (20) feet to the back lot line of the Lot. Any variations to this require the express written approval of Declarant.

- A. Estate Lots - Except as otherwise provided, no dwelling, nor any other building, shall be located on any Lots (212-224 & 277-286) nearer than thirty (35) feet from the adjoining right-of-way line of the street abutting the front lot line of the Lot, nor nearer than thirty (30) feet to any right-of-way line of a street abutting any other side of the Lot. Except as otherwise provided, no dwelling or any other building, shall be located on any Lots (212-224 & 277-286) closer than ten (10) feet to any interior side line of the Lot. Except as otherwise provided, no dwelling or any other building shall be located on any Lots (212-224 & 277-286) closer than thirty-five (35) feet to the back lot line of the Lot. Any variations to this require the express written approval of Declarant.

Section 4. Each residence shall be provided with off-street parking in the form of a paved driveway extended from the pavement on the street on which the residence faces to the garage or carport, which garage or carport must be attached to the dwelling, or from the street paving to the rear of such residence. All garages will be a minimum of two car garages and a maximum of three car garages and all will be enclosed with a door. No garage shall be converted to a use other than as originally constructed, without architectural approval and providing for an approved replacement garage.

Section 5. No dwelling shall be constructed, placed, moved or maintained upon any of the Lots within Cornerstone Subdivision, Part Eight B unless such dwelling shall contain at least **two thousand (2,000) square feet** of heated floor space exclusive of open porches and unheated storage spaces.

- A. Estate Lots - No dwelling shall be constructed, placed, moved or maintained upon any of the Estate Lots within Cornerstone Subdivision, Part Eight unless such dwelling shall contain at least **two thousand eight hundred (2,800) square feet** of heated floor space exclusive of open porches and unheated storage spaces.

Section 6. The property may not be re-subdivided. Only one residence shall be erected and maintained at any time on any one of the lots or parcels of Cornerstone. However, nothing in any of these restrictions shall be construed as prohibiting the owner of a combination of two or more contiguous lots or one or more lots and a portion of an adjoining lot or lots, from erecting one residence only thereon and locating the same as if said contiguous lots or portions of lots were but one single lot.

Section 7. In constructing or causing to be constructed, a residence on any lot or parcel, owner shall not substantially duplicate the exterior elevation, design, or architecture of any other residence then existing or in the process of being constructed in Cornerstone without prior approval of the Declarant. Such permission to be obtained prior to beginning construction. The plans for the residential structure, to include landscaping plans and designs, to be constructed on all lots and parcels in Cornerstone shall be submitted to Declarant for his approval, and such approval shall be required prior to the commencement of the construction, but such approval shall not be unreasonably withheld. A copy of construction and landscaping plans and designs shall be furnished to the Declarant for its files without cost to it. Landscaping plans must include a minimum of two (2) three inch (3") diameter trees in front of dwelling. Architectural plans, landscape plans and designs, and any topography changes, for new construction, additions to existing structures or exterior remodeling of existing structures, must be submitted to Declarant for approval prior to construction beginning.

Section 8. Certain architectural guidelines have been established to provide property owners, architects and contractors with a set of parameters for the preparation of their drawings, specifications and plans. Architectural plans must be submitted to the Developer/Subdivision Homeowners Association for approval prior to the beginning of construction activity including clearing and site work to insure aesthetic harmony within the Development. Plans required to be submitted include

The Developer/Subdivision Homeowners Association will review and approve all construction designs and plans for:

- Consideration of primary site design requirements.
- Sensitivity to the existing landscape features of each site.
- The visual relationship or physical impact the proposed home may have on surrounding home sites.
- Excellence of architectural design.
- All types of fencing.

By encouraging quality and attention to detail, the aesthetic harmony, natural tranquility and overall property values at Cornerstone will be enhanced and preserved. The Developer/Subdivision Homeowners Association does not seek to restrict individual creativity or preference, but rather to maintain a visually pleasing and appropriate appearance for each home site within the community.

Section 9. The builder of the original dwelling on each Lot in the Subdivision shall construct a sidewalk four (4) feet in width along the entire length of that portion of the public street or streets which abuts the Lot. The edge of each sidewalk nearest to the street along which it is constructed shall be located two (2) feet from the back of the curb alongside the street, unless it becomes necessary to curve the sidewalk away from the curb so as to avoid a fire hydrant, street sign, tree or other obstruction. If it becomes necessary so to curve the sidewalk, the sidewalk shall be curved smoothly, uniformly and attractively away from the curb and around the obstruction so that neither the obstruction nor the sidewalk itself will become a hazard to persons using the sidewalk. Construction and/or maintenance of the sidewalk either within the street right-of-way or on private property shall constitute the granting of permission to use the sidewalk to any and all persons who use the sidewalk in a safe and reasonable manner. The grade of each such sidewalk shall be uniform and consistent with, and shall vary uniformly and consistently with, the grade of the top of the curb along which the sidewalk is constructed. Each such sidewalk shall be scored at four-foot intervals, with an expansion joint every eight (8) feet, and shall be constructed of broom finish concrete four (4) inches in thickness.

Section 10. Plans for the construction of any fence must be submitted to and approved by the Architectural Review Committee before any fence is placed or construction is commenced on any Lot in the Subdivision. Such plans must include the location, materials, height, design, character and color of each and all components of the fence. Any fence, which does not comply with the plans approved therefore, shall be removed or brought into full compliance with the approved plans.

Section 11. All mailboxes shall be the type approved by the Architectural Review Committee. Any mailbox, which does not comply with the approved mailboxes, shall be removed. (See attached exhibit for samples of acceptable mailboxes or contact the Developer).

Section 12. The maintenance, upkeep and repair of any and all drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities located on any Lot shall be that of the homeowners association unless the city or county has the duty to do so; however, the homeowners association may elect to maintain or repair drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities even if the city or county has the duty to do so. Should any maintenance, upkeep or repair need to be conducted on any Lot or Lots, the personnel and machinery conducting such work shall be allowed to access any drainage pipes, drainage ditches, storm water inlets, and other appurtenant drainage facilities by way of subdivision Lots. The Declarant shall have the right to improve, maintain and repair such pipes, inlets and facilities at any time for any purpose. In no event shall the Declarant have the duty to improve, maintain or repair any drainage pipe, storm water inlet or other appurtenant drainage facility located within the Subdivision. Under no circumstances shall drainage facilities be considered a "utility" which is reserved to the Declarant by the Reservation of the Plat of the Subdivision.

Section 13. Roof cladding for all dwellings shall be approved by the Architectural Review Committee. All roof cladding shall be a minimum architectural grade shingle. Only the color "Driftwood" is acceptable unless otherwise approved by the Architectural Review Committee.

Section 14. All electrical, telephone, and television service drops shall be underground.

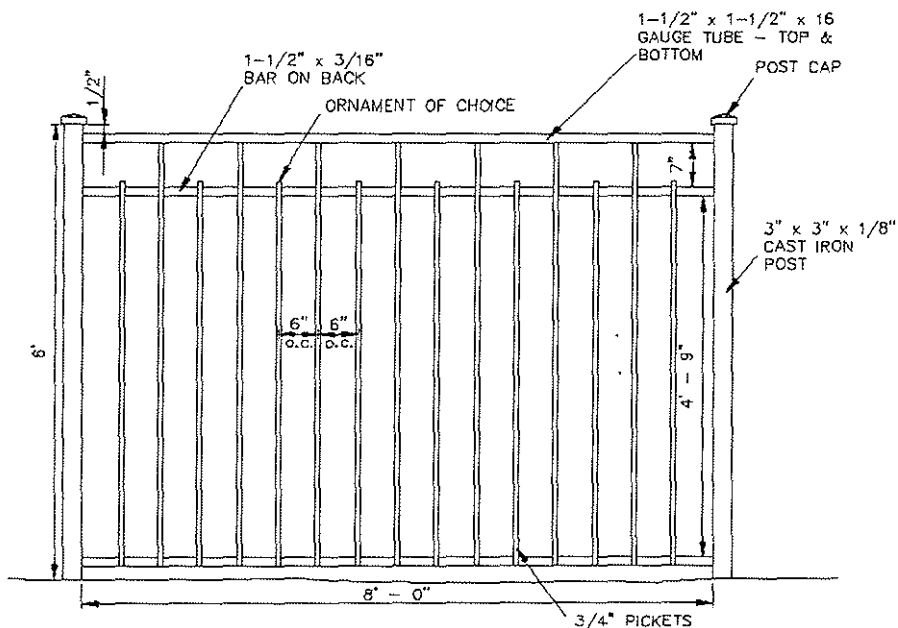
Section 15. No structure of a temporary nature such as a tent, shack, garage, basement or other out-building shall be used on any lot in Cornerstone at any time, nor shall any house trailer or other movable living quarters be located on any lot in Cornerstone at any time unless same is stored in a closed garage. No trailer, mobile home, manufactured home, or other similar type of modular home shall be placed, situated, stored, erected, or the like on any lot in Cornerstone. Only site built homes shall be placed, situated, erected, built, or the like on any lot in Cornerstone.

Section 16. Direct Satellite Systems or comparable dishes will be allowed on the roof of houses constructed in this phase and part with the maximum dish or antenna diameter allowed being 20 inches. No other solar panels will be utilized on the roof or other exterior portions of the dwelling so as to be visible from the street or from any adjacent property. Telecommunication (television, television cable, satellite reception, telephone, radio, or similar devices) antennae or comparable devices for the purpose of either transmitting or receiving telecommunications of any type will not be erected, installed, or situated on any lot, either temporarily or permanently.

Section 17. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

Section 18. No fence, wall or hedge situated on interior portions of the development shall be placed on any portion of a lot or parcel higher than six (6) feet from the ground. It is recognized that certain lots or portions thereof may be adjacent to and abut properties not compromising a part of Cornerstone and the owners of such lots may place fences, walls, or hedges on that portion of their lots which are adjacent to or abut non-Cornerstone properties at a height higher than six (6) feet so long as the said fences, walls, or hedges do not detract from or otherwise impair the overall beauty and attractiveness of Cornerstone. Should a hedge, shrub, or flower or other planting be so placed, or afterward grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property. No decorative type fencing or column may be placed on any of the said lots or parcels between the front property line and the house setback line, without written approval of Declarant. Chain-link fences of all kinds are prohibited. If wood privacy fencing is desired, only a "Good Neighbor" fence is allowed. (See attached pages for specific detail requirements).

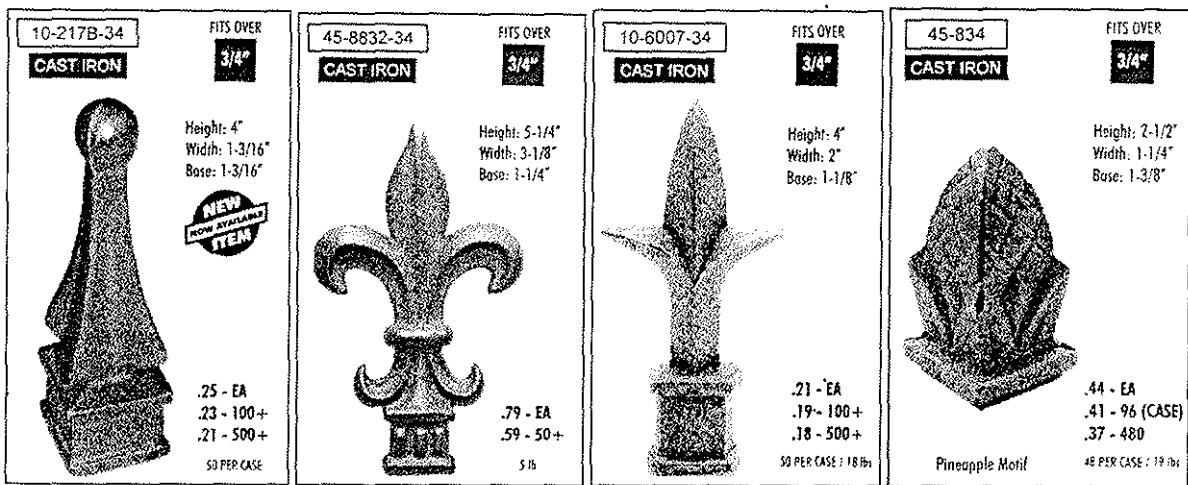
- A. Wrought Iron Fencing -- Only one (1) approved wrought iron fence is allowed in Cornerstone Subdivision. Said fence must be made of real iron, no aluminum fencing is allowed, primed and painted black so as to minimize rusting. Wrought iron fencing must adhere to the following guidelines:



All vertical pickets to be 3/4" 16 ga. All vertical cast iron posts are to have a cast iron cap.

Select Finial for wrought iron fences shall be equal to the following finials from King Architectural Metals (1-800-542-2379).





**Lakefront Estate Lots** - Maximum height for a rear yard privacy fence is eight (6) feet. At a point twenty-four (24) feet from the lakefront property line, the fence shall then be three equal sections of wrought iron, each section stepping down toward the lake, equally in height to 42 inches. No privacy fencing, only wrought iron fencing shall be permitted along the Owner's property boundary running along the lakefront. The Architectural Review Committee must review and approve all fences prior to construction.

**Estate Lots** - For all other Estate Lots, fences in the rear yard are allowed. Maximum height for a rear yard fence is eight (6) feet.

Section 19. Each lot or parcel owner will maintain the appearance of his lot or parcel in a high quality condition. The grass, flowers and shrubbery must be kept in an orderly fashion. No trees of six inch (6") diameter or more or flowering trees such as dogwood, redbud, etc., of any size may be cut without the consent of Declarant. Until a residence is built on a sold lot, Declarant at his option and sole discretion may mow the subject lot or parcel and have dead trees and debris removed there from, and the owner of such lot shall be obligated to reimburse Declarant for the costs of such work should he refuse or neglect to comply with required upkeep thereof. No trash, garbage, ashes, refuse, or other waste shall be thrown or dumped on any vacant lot in the subdivision.

Section 20. No plants, shrubs, bushes, trees or other type greenery shall be planted on any lot or parcel at the intersection of the streets or otherwise cause hazardous traffic conditions; and no planting of the above nature or kind shall be permitted on any lot which obstructs visibility and causes hazardous traffic conditions.

Section 21. Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such lots. This requirement applies to all lots before and after a home is built on the lot. Should a hedge, shrub, tree, flower or other planting grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property.

Section 22. There shall be no continuous planting in excess of two and one-half feet (2 1/2') high along property lines or other direct lines between the front of any residence located on any lot or parcel and the front property line.

Section 23. Landscaping of a lot must be completed within one hundred twenty (120) days after the date on which the main structure is 95% complete. All front yards must receive solid sod.

Section 24. Building materials of every kind or character being used in connection with the construction of improvements shall be placed and stored within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the edge of the street pavement and the property line. Such building materials shall not be placed or stored upon the subject lot prior to the commencement of construction for an unreasonable period of time.

Section 25. No signs, billboards, posters or advertising devices of any character shall be erected, installed or placed on any of said lots or parcels for any purpose at any time, without the written approval of Declarant with the exception of one "For Sale" sign which shall be no greater in size than 8 square feet in area and one name and/or number plate not exceeding 120 square inches in area.

Section 26. There shall be no more than three (3) basic wall materials used on the front of any residence constructed on any lot or parcel, unless prior written approval has been obtained from Declarant.

Section 27. Inoperative vehicles shall not be kept on any of the lots in the subdivision. All collectable vehicles, utility trailers, boats, or any type recreational vehicle or any junk of any kind or character shall be hidden by fences.

Section 28. No firearms, archery equipment or other devices of a similar nature which may be classified as weapons shall be operated or used on any lots in this subdivision.

Section 29. Not more than three (3) colors may be used on the front of any residence constructed on any of the said lots or parcels and said colors should be so applied so that the balance of continuity and design for the area is maintained. At his option, the Declarant reserves the right to review and approve exterior color schemes.

Section 30. No mechanical equipment, such as filter systems for swimming pools, cooling towers or similar type equipment except air conditioning compressors shall be located so as to be visible from the street.

Section 31. Water runoff for each individual building site must be handled by adequately sloping areas so that runoff is directed to the natural drainage areas or to storm drainage facilities. No structure or improvements can alter the natural drainage of the site to the degree that it negatively impacts the surrounding home sites or existing mature trees.

Section 32. All rights, duties, and obligations granted to and imposed upon Declarant under the terms of this Article and under the terms of this Declaration shall be transferred, assigned, and conveyed to the Cornerstone Subdivision Homeowners Association once all of the lots comprising Cornerstone have been conveyed by Declarant to third parties. Such rights, duties and obligations may be transferred, assigned, and conveyed to the association prior to such time upon the mutual consent of Declarant and the association.

Section 33. The undersigned and/or their heirs, successors or assigns and affiliated companies assume no responsibility or liability for accidents, illness, drowning or any damages of any kind or character occurring on property belonging to the undersigned and/or their heirs, successors or assigns and affiliated companies in the general area of Rankin County known as "Cornerstone".

Section 34. Owners shall be required to maintain their property in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued through the establishment of permanent vegetative cover. Owners acknowledge and agree that Developer is not responsible for damages which may be suffered by Owners or other property owners or parties as a result of site preparation work carried out by Owners and his/her/their subcontractors and Owners agree to hold Developer, its owners, assigns and the like harmless from any such damages sustained in connection therewith.

#### ARTICLE VIII.

##### GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations of this Declaration. Failure by the Declarant, association, or any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right so to do thereafter.

Section 2. The provisions of this Declaration shall be liberally construed and interpreted at all times in such a way as to effectuate the purposes of the Declaration in creating and carrying out a uniform plan for the development of the property.

Section 3. Attorney's Fee. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provisions hereof by reference to otherwise, the prevailing party or parties shall also be entitled to an award of reasonable attorney's fees, in such amount as may be fixed by the Court in such proceeding.

Section 4. Declarant Held Harmless. Each and every owner and occupant of any portion of the property shall and does, by accepting title to its interest in the property, agree to indemnify, defend, and hold harmless Declarant, his agents, employees and successors, against and from all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation and/or maintenance of the improvements on the portion of the property occupied by, owned by or under the control of such owner or occupant, the use and/or possession of such portion of the property, and the conduct of business in any other activities by such owner or occupant or his guests or invitees on any portion of the property.

Section 5. Nuisances. Obnoxious or offensive activity shall not be carried on upon any lot or parcel, nor shall anything be done thereon which may be, or become, an annoyance or nuisance in the neighborhood.

Section 6. Prohibition as to Animals. No animal shall be permitted to remain in Cornerstone except dogs and cats. The entire Cornerstone area must be kept clean and odorless. No fowl shall be allowed thereon except birds, which are caged as inside pets. All pets shall be kept on owner's property and not allowed to molest domestic servants, postal carriers, yard workers, passers by, or other individuals. Dog pins shall be provided in a remote and inconspicuous area of a lot or parcel for the keeping of that lot or parcel owner's dog or dogs which are not inside pets.

Section 7. Clothes Lines. No outside clotheslines or other outside clothes drying or airing facilities shall be allowed.

Section 8. Amendment of Covenants. These covenants may be amended by the Developer at any time so long as Developer continues to own at least one-half (1/2) of the numbered lots in the subdivision covered by these covenants. From and after such time as Developer owns fewer than one-half (1/2) of the numbered residential lots of the subdivision, these covenants may be amended by agreement of the owners of not less than seventy-five percent (75%) of all of the numbered residential lots of the subdivision subject to these covenants. Any such amendment shall be made in writing duly subscribed by the party or parties authorized to make the amendment, properly acknowledged, and recorded in the deed records of Rankin County, Mississippi. The covenants and restrictions herein contained are to run with the land and shall be binding on all parties, persons, entities claiming under them for an initial period of twenty-five (25) years from the date these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless and until an instrument of amendment signed by the owner or owners of seventy-five percent (75%) of the above described lots or parcels have been recorded in the public records revoking, modifying or amending said covenants and restriction. The right of amendment set forth herein is expressly made subject to those particular reservations contained in this Declaration which afford Declarant the right of written approval before amendment, modification, revocation or other alteration of this Declaration, or any supplements hereto, can be made.

Section 9. Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulations pertaining to the ownership, occupation or use of any property within Cornerstone is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

Section 10. Conflicts with Homeowners Association. Should any conflict between these covenants and any homeowners associations' bylaws arise, the terms in these covenants shall prevail over any homeowner's associations' bylaws.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has herein to set its hand and seal on this the 5<sup>th</sup> day of June, 2006.

ATTEST:

R & S, DEVELOPERS, LLC

BY: *Jim Garner*  
Manager

STATE OF MISSISSIPPI

COUNTY OF Rankin

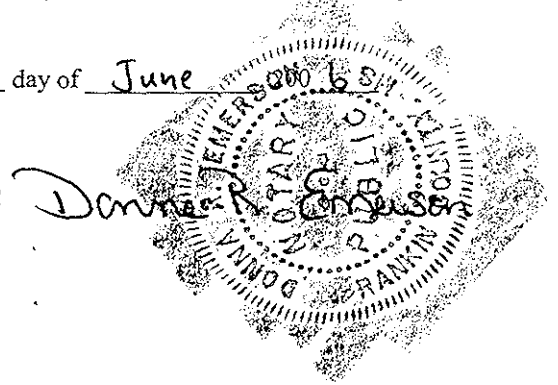
PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Ti Garner, who acknowledged that he is the Manager of R & S Developers, LLC, a Mississippi Limited Liability Company and that in said representative capacity he executed the above and foregoing instrument, after having been duly authorized so to do.

GIVEN under my hand and official seal of office, this the 5<sup>th</sup> day of June, 2006.

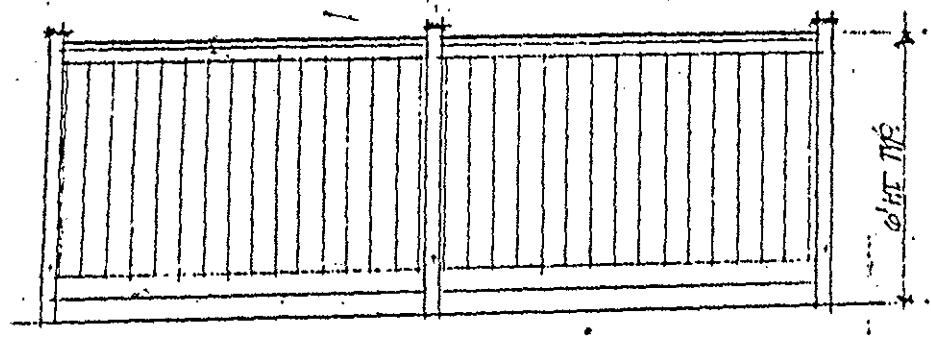
NOTARY PUBLIC

My Commission Expires:

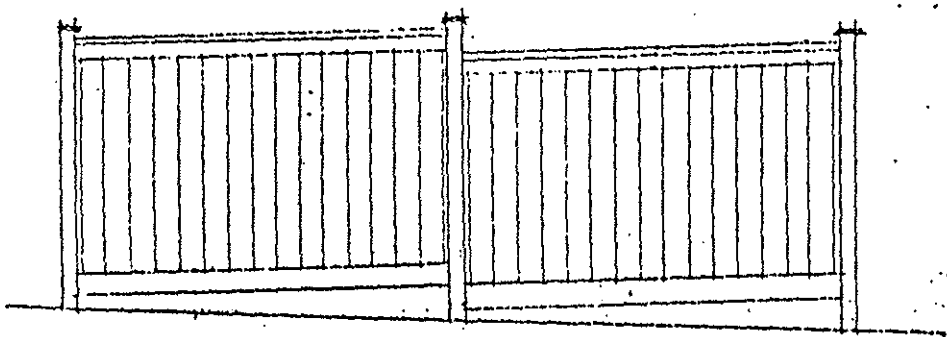
My Commission Expires July 28, 2008



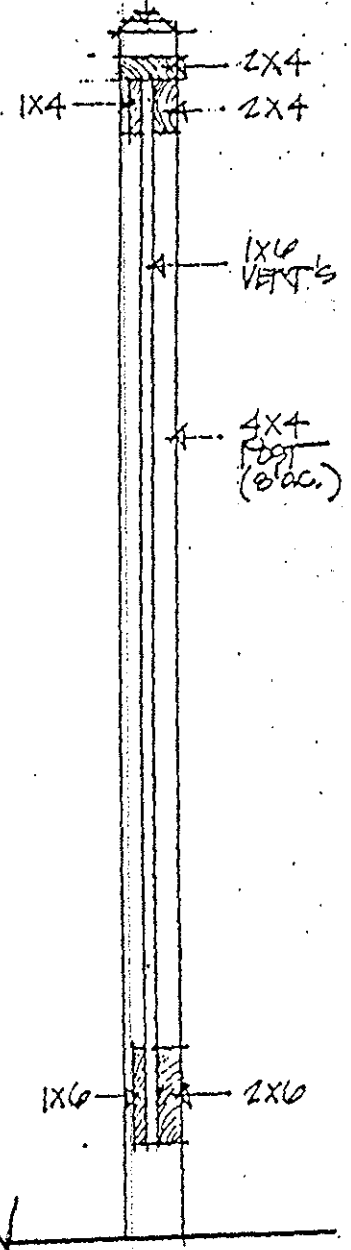
POST  
CAP  
(SEE OPTION)



TYP. ELEV.

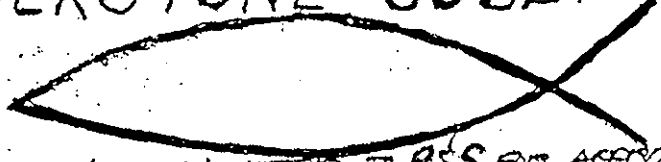


FENCE TO STEP WITH SLOPE

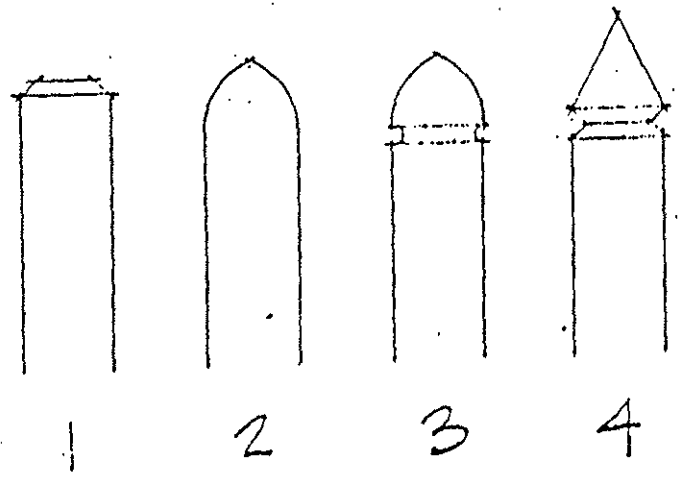


SECTION

TYP  
GOOD NEIGHBOR FENCE  
MINIMUM REQUIREMENTS  
CORNERSTONE SUBDIVISION



(ALTERNATES MAY BE SUBMITTED TO RES FOR APPROVAL)



POST CAP OPTIONS

Res Developers  
will pick-up

2006 12697

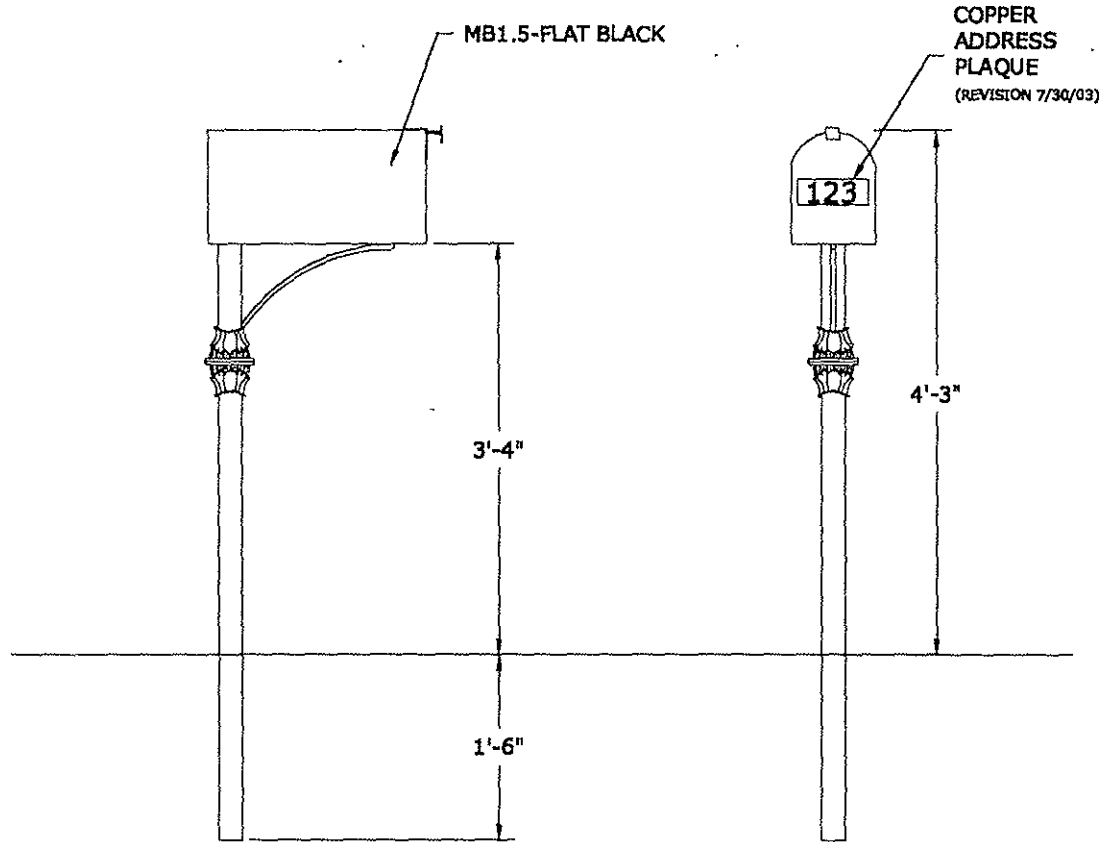
DEED Book & Page

# CORNERSTONE

MR & S DEVELOPERS  
RONNIE & SIGRID GARNER  
120 BAKER LANE  
BRANDON, MS 39047  
PH 829-3630 FAX 829-3624

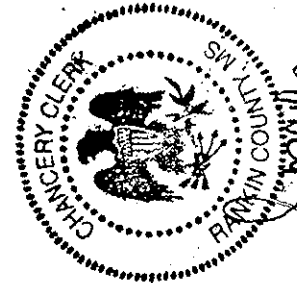
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MB1.5-FLAT BLACK  
COPPER ADDRESS PLAQUE  
\$ 155.00 +tax

INSTALLATION \$ 40.00  
(OPTIONAL)



REVISED 7/30/03

COPPER SCULPTURES INC.			
DATE ORDERED	GLENN WYCKE		
DATE DELIVERED	BY	QUANTITY	PRICE
4/15/99	RVM	1	142.00
REFERENCE			



By *[Signature]*

*Mr S. Developers*

Rankin County, MS  
I certify this instrument was filed on  
06-05-2006 04:52:09 PM  
and recorded in DEED Book  
2006 at pages 12683 - 12697  
Murphy Adkins - Chancery Clerk

CSA-8B  
L-212-224  
277-296

2009 19665  
Recorded in the Above  
DEED Book & Page  
10-09-2009 01:13:30 PM  
Larry Swales - Chancery Clerk  
Rankin County, MS

601-605-8388

RECORD AND RETURN TO:  
LUCKETT LAND TITLE, INC.  
718 SERVICE DRIVE  
SUITE 2  
BRANDON, MS 39042

Prepared by:

John R. Elliott, Jr. (MBN 100372)  
MORROW & ELLIOTT, P.L.L.C.  
200 East Government Street  
P. O. Box 148  
Brandon, MS 39043-0148  
601-824-5040 - Telephone  
601-824-9060 - Facsimile

Return to:

John R. Elliott, Jr. (MBN 100372)  
MORROW & ELLIOTT, P.L.L.C.  
200 East Government Street  
P. O. Box 148  
Brandon, MS 39043-0148  
601-824-5040 - Telephone  
601-824-9060 - Facsimile

Indexing: Lots 212-224 & 277-<sup>296</sup>~~286~~, Cornerstone, Part 8B Amended (T.G.)

**AMENDMENTS TO PROTECTIVE COVENANTS  
CORNERSTONE SUBDIVISION, PART 8B Amended (T.G.)**

BE IT REMEMBERED that the undersigned Developer is the owner of at least 50% of the remaining lots in CORNERSTONE SUBDIVISION, PART 8B, a subdivision according to a map or plat thereof which is on file and of record in the office of Chancery Clerk of Rankin County, Mississippi, in Cabinet D at Slots 319-320, and does hereby execute this amendment to those "Declaration of Covenants and Restrictions of Cornerstone Subdivision Brandon, Rankin County, Mississippi Part Eight B" recorded and filed in the offices of the Chancery Clerk of Rankin County, Mississippi in Deed Book 2006, Page 12683.

1. It is the intent of this amendment to replace the language in Article V, Section 10 with the following:

The Declarant (i.e., the developer) shall never pay any assessments whatsoever, regardless of how many lots it may own or for how long it may own any lot(s). This provision shall be deemed retroactive to the date the original covenants were filed in Book 2006, Page 12683. Also, any builder who owns a lot (or lots) for the purpose of building a house (or houses) to be offered for sale to a third party shall not pay any assessments on the particular lot (or lots); however, this exemption shall terminate upon such a house being

occupied by any person. So long as a builder is not paying an assessment for a lot, the builder shall have no voting rights with respect to the exempt lot. This particular provision (i.e., Article V, Section 10) shall hereafter be excluded from any amendment provisions, including those set forth in Article VIII, Section 8, except that the Declarant may amend this provision at any time.

2. It is the intent of this amendment to change the first sentence of Article VIII, Section 8, to read as follows:

These covenants recorded in Book 2006, Page 12683, and any amendments thereto, may be amended by the Developer/Declarant at anytime so long as the Developer continues to own at least ten percent (10%) of the numbered lots in this subdivision (i.e., Cornerstone, Part 8B). This particular provision (i.e., Article VIII, Section 8) shall hereafter be excluded from any amendment provisions, including those set forth in Article VIII, Section 8, except that the Declarant may amend this provision at any time.

3. The following provision is hereby added to Article VIII:

**Section 11. Attorneys' fees and costs.** Should the homeowners association and/or Declarant/Developer file suit against a lot owner(s) to enforce any part of these covenants and prevail, whether in whole or in part, then the Association and/or Declarant/Developer shall be entitled to a judgment against the applicable lot owner(s) for the reasonable costs and expenses incurred, to include reasonable attorneys' fees and expert witness fees. Also, should any party (or parties), including but not limited to a lot owner(s) or the homeowners association, commence any type of legal proceeding (whether a lawsuit, arbitration, or the like) against the Declarant/Developer, such legal proceeding relating to or touching upon

these covenants in any way, and the party not prevail in whole, then the Declarant/Developer shall be awarded a judgment against the party (or parties) for the reasonable attorneys' fees and costs (including expert witness fees) incurred in defending the legal proceeding. Under no circumstances shall the Declarant/Developer ever owe attorneys fees or litigation costs to the homeowners association, any lot owner(s), or other party for any matter that touches upon, in any form, the subdivision's covenants or amendments thereto. This particular provision (i.e., Article VIII, Section 11) shall hereafter be excluded from any amendment provisions, including those set forth in Article VIII, Section 8, except that the Declarant may amend this provision at any time.

4. The following language is hereby added to Article VIII, Section 8:

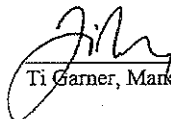
The provision that the covenants may be amended by lot owners in writing signed by at least seventy-five percent (75%) of the lot owners shall never be amended without the express, written permission of the Declarant or its successor. This particular provision (i.e., Article VIII, Section 8) shall hereafter be excluded from any amendment provisions, including those set forth in this provision (i.e., Article VIII, Section 8), except that the Declarant may amend this provision at any time.

IN ALL OTHER RESPECTS, SAID PROTECTIVE COVENANTS SHALL REMAIN  
IN FULL FORCE AND EFFECT.

Witness my signature, this the 9<sup>th</sup> day of October, 2009.

R & S DEVELOPERS, LLC

By:

  
Ti Garner, Manager

Page 3 of 4



STATE OF MISSISSIPPI  
COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on the this 9<sup>th</sup> day of October, 2009, within my jurisdiction, the within named TI GARNER, who acknowledged that he is Manager of R & S DEVELOPERS, LLC, a Mississippi Limited Liability Company, and that for and on behalf of the said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

Robert Merrill  
Notary Public

My commission expires:



By D. Walker

Comper

Rankin County, MS  
I certify this instrument was filed on  
10-09-2009 01:13:30 PM  
and recorded in DEED Book  
2009 at pages 19665 - 19668  
Larry Swales - Chancery Clerk

CSS  
8  
L-212-224  
L-277-296

2011 8796  
Recorded in the Above  
DEED Book & Page  
04-21-2011 04:13:41 PM  
Larry Swales - Chancery Clerk  
Rankin County, MS

Prepared by:

John R. Elliott, Jr. (MBN 100372)  
ELLIOTT LAW FIRM, P.L.L.C.  
200 East Government St., Suite 300  
Brandon, MS 39042  
601-591-2713 - Telephone  
601-591-2714 - Facsimile

Return to:

John R. Elliott, Jr. (MBN 100372)  
ELLIOTT LAW FIRM, P.L.L.C.  
200 East Government St., Suite 300  
Brandon, MS 39042  
601-591-2713 - Telephone  
601-591-2714 - Facsimile

**Indexing: Lots 212-224 & 277-296, Cornerstone, Part 8B**

**SECOND SET OF AMENDMENTS TO PROTECTIVE COVENANTS  
CORNERSTONE SUBDIVISION, PART 8B**

BE IT REMEMBERED that the undersigned Developer is the owner of at least 10% of the remaining lots in CORNERSTONE SUBDIVISION, PART 8B, a subdivision according to a map or plat thereof which is on file and of record in the office of Chancery Clerk of Rankin County, Mississippi, in **Cabinet D at Slots 319-320**, and does hereby execute this second amendment to those "Declaration of Covenants and Restrictions of Cornerstone Subdivision Brandon, Rankin County, Mississippi Part Eight B" recorded and filed in the offices of the Chancery Clerk of Rankin County, Mississippi in **Deed Book 2006, Page 12683**, and all amendments thereto.

1. It is the intent of this amendment to add the following language to Article V, Section 10:

**R & S Developers, LLC, its members, successors and assigns (including but not limited to builders who are conveyed lots by the developer) shall never pay any assessments whatsoever, regardless of how many lots they may own or for how long they may own any lot(s). This provision shall be deemed retroactive to the date the original covenants were filed in Book 2006, Page 12683. However, should any lot and house be owned by a person who is not a member of R & S Developers, LLC or an entity in which no member of R & S**

Developers, LLC has any interest, then assessments for such a lot shall begin upon such lot and house being *occupied* by any person, and assessments for said lot shall continue regardless of whether or not the lot and house are subsequently unoccupied. (Occupied shall be defined as one or more persons residing in the house.) This particular provision (i.e., Article V, Section 10) shall hereafter be excluded from any amendment provisions, including those set forth in Article VIII, Section 8, except that the Declarant may amend this provision at any time.

2. It is the intent of this amendment to change the first sentence of Article VIII, Section 8, to read as follows:


These covenants recorded in Book 2006, Page 12683, and any amendments thereto, may be amended by the R&S Developers, LLC/Developer/Declarant at anytime so long as the Developer continues to own at least one (1) lot in this subdivision (i.e., Cornerstone, Part 8B). This particular provision (i.e., Article VIII, Section 8) shall hereafter be excluded from any amendment provisions, including those set forth in Article VIII, Section 8, except that the Declarant may amend this provision at any time.

IN ALL OTHER RESPECTS, SAID PROTECTIVE COVENANTS AND ALL PREVIOUS AMENDMENTS SHALL REMAIN IN FULL FORCE AND EFFECT.

Witness my signature, this the 21<sup>st</sup> day of April, 2011.

R & S DEVELOPERS, LLC

By: \_\_\_\_\_

  
Ti Garner, Manager

STATE OF MISSISSIPPI  
COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on the this 21<sup>st</sup> day of April, 2011, within my jurisdiction, the within named TI GARNER, who acknowledged that he is Manager of R & S DEVELOPERS, LLC, a Mississippi Limited Liability Company, and that for and on behalf of the said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

Donna R Emerson  
Notary Public

My commission expires:



Rankin County, MS  
I certify this instrument was filed on  
04-21-2011 04:13:41 PM  
and recorded in DEED Book  
2011 at pages 8796 - 8798  
Larry Swales - Chancery Clerk

BYLAWS  
OF  
CORNERSTONE SUBDIVISION HOMEOWNERS ASSOCIATION

ARTICLE I. NAME AND LOCATION

Section 1.01. The name of this non-profit corporation is Cornerstone Subdivision Homeowners Association.

Section 1.02. The principal and registered office of the corporation in the State of Mississippi shall be 4019 Glen Wycke Cove, Brandon, Mississippi 39042, until said office is changed by the Board of Directors. The corporation may have such other offices, either within or without the State of Mississippi as the Board of Directors may designate or as the business of the corporation may require from time to time.

ARTICLE II. PURPOSE

Section 2.01. This corporation is a nonprofit corporation organized pursuant to Mississippi Code Annotated §79-11-101, et seq.

Section 2.02. The purpose of Cornerstone Subdivision Homeowners Association is to give lot owners a forum in which said lot owners can benefit by combining resources and powers.

Section 2.03. This corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this corporation.

Section 2.04. In the event of the dissolution of the Corporation or the winding up of its affairs, or other liquidation of its assets, the Corporation's property shall not be conveyed to any organization created or operated for profit or to any individual for less than the fair market value of such property, and all assets remaining after the payment of the Corporation's debts shall be conveyed or distributed only to an organization or organizations created and operated for nonprofit purposes, and which are exempt as organizations described in Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1954 or corresponding sections of any prior or future Internal revenue Code, other than one created for religious purposes.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 3.01. The Members of the Association shall be and consist of every person who is, or who hereafter becomes, an owner of record of the fee title to a lot. The expression "owner of

record of the fee title to a lot" shall include a contract seller of any such lot, but shall not include any person who owns such title solely as security for the performance of an obligation or payment of a debt.

Section 3.02. Voting shall be accomplished by the following:

(A) Each member shall have one vote for each lot the member is the owner of record of the fee title to the lot.

(B) Each member shall have the right to vote on the election of officers and all other matters which members are allowed to vote.

(C) When more than one person holds sufficient interest or interests in a lot, all such persons shall be members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote for each lot be cast with respect to any such lot.

(D) If a particular lot or parcel is owned of record by more than one person or entity, then the vote appurtenant to such lot or parcel may be exercised by any of the fee owners, unless the other owner(s) of such lot or parcel shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said lot or parcel shall not be counted.

#### ARTICLE IV.

Section 4.01. Composition of the Board of Directors. The affairs of the Association shall be managed and controlled by the Board of Directors. Prior to the first annual meeting of Members, the Board of Directors shall consist of two individuals, namely, A. R. Garner and Ti Garner. Following the first meeting of Members, the Board of Directors shall consist of at least two (2) individuals and no more than five (5) individuals, who shall be elected as prescribed by these Bylaws. Directors need not be Members of the Association.

Section 4.02. Election of Directors.

(A) The initial Board of Directors shall consist of the individual named in Section 4.01 above, whom, unless earlier replaced, shall serve until the first annual meeting of Members.

(B) Directors shall be elected by the Members at annual Members' meetings and shall serve until their successors shall be elected and qualified in accordance with the Bylaws.

Section 4.03. Change in Size of Board. The Board of Directors may, by its own resolution, increase or decrease the size of the Board of Directors at any meeting and the number so determined shall remain fixed until changed by a subsequent resolution. If the number is increased at a meeting other than an annual meeting, the new directors may be elected at the same meeting by a two-thirds

vote of the directors. All directors shall hold office until their respective successors are elected and qualified.

Section 4.04. Vacancies. Vacancies in the Board of Directors shall be filled for the duration of the former director's term of office by an individual elected by a majority vote of the remaining directors. A vacancy or vacancies in the Board of Directors shall be deemed to exist in the case of death, resignation or removal of any director, or if the directors fail, at any annual or special meeting at which any director or directors are elected, to elect the full authorized number of directors to be voted for at that meeting. No reduction of the number of directors shall have the effect of removing any director prior to the expiration of his term of office.

Section 4.05. Resignation. Any director may resign at any time by giving written notice of his resignation to a meeting of the Board or Chairman of the Board or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If the Board of Directors accepts the resignation of a director rendered to take effect at a future time, the Board shall have the power to elect a successor to take office when the resignation is to become effective.

Section 4.06. Removal. Any individual director may be removed from office with or without cause by vote of two-thirds of the directors entitled to vote at any meeting of the Board of Directors. The meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the director. In case any one or more directors be so removed, new directors may be elected at the same meeting.

Section 4.07. When Board May Declare Vacancies. The Board of Directors shall declare vacant the office of a director if he be declared of unsound mind by order of Court or convicted of a felony, or may do so within sixty (60) days after notice of his election if he does not accept such office in writing or does not attend a meeting of the Board of Directors.

Section 4.08. Place of Meeting. Regular meetings of the Board of Directors shall be held at any place within or without the State of Mississippi which has been designated from time to time by resolution of the Board or by written consent of all members of the Board. In the absence of such designation, regular meetings shall be held at the principal office of the corporation. Special meetings of the Board may be held either at a place so designated or at the principal office.

Section 4.09. Regular Annual Meeting. A regular annual meeting of the Board of Directors for the purpose of election of officers of the corporation, election of directors, and the transaction of any other business coming before such meeting shall be held each year on the second Tuesday of May beginning 2001. No notice of such meeting to the elected directors, other than this Bylaw, shall be necessary in order to legally constitute the meeting, provided a majority of the whole Board shall be present. If a majority of the Board shall not be present, then such regular annual meeting may be held at such time as shall be fixed by the consent, in writing, of all the directors.

Section 4.10. Regular Meetings. 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 Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day fixed for such meeting.

Section 4.11. Special Meeting. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and upon like notice if requested in writing by at least one-half (½) of the Directors.

Section 4.12. Organization Meeting. The first meeting of a newly constituted Board of Directors shall be held within ten (10) days after the annual Members' meeting at which the elected Directors on such Board were elected, and such first meeting shall be held at the principal office of the Association or at such other place as may have been fixed by the Members at such annual Members' meeting, and no notice shall be necessary to the Directors of such first meeting.

Section 4.13. Waiver of Notice. Any actions taken or approved at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting. If a director does not receive notice of the meeting, but attends and participates in the meeting, he shall be deemed to have waived notice of the meeting, unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transaction of business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 4.14. Quorum. In all meetings of the Board, a quorum shall consist of not less than two-thirds (2/3) of the fixed or prescribed number of directors and the acts of a majority of the directors present at a meeting in which a quorum is present shall be the acts of the Board of Directors except as may be otherwise specifically provided by statute or by the certificate of incorporation or by these Bylaws and except to adjourn as hereinafter provided.

Section 4.15. Adjournment. A quorum of the directors may adjourn any directors meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum of a majority of the directors present at any directors meeting, either regular or special, may adjourn to a later date but may not transact any business until a quorum has been secured. At any adjourned meeting at which a required number of directors shall be present, any business may be transacted which might have been transacted at the meeting as originally noticed. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned.



Section 4.16. Salaries and Compensation. Members of the Board of Directors shall not be entitled to a salary for their service as members of the Board of Directors of the corporation. Directors may receive reimbursement for their expenses, or a portion thereof, incurred in connection with their attendance at meetings, or their transacting business of the corporation, as provided for all members of the corporation in these Bylaws.

Section 4.17. Action Without Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing. Such written action by unanimous consent shall have the same effect as actions taken at a meeting of the Board of Directors and shall be filed with the Secretary of the corporation and made a part of the minutes of proceedings of the Board of Directors.

Section 4.18. Proxies. Members of the Board of Directors are not entitled to vote or execute consents in their capacity as a director by use of proxy.

Section 4.19. Telephonic Meeting. Members of the Board of Directors may participate in a meeting of such Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

Section 4.20. Director Authority. Unless duly authorized by the Board of Directors, no director, in his capacity as such, shall individually take any action with respect to the corporation's affairs, including but not limited to, the employment or termination of employment of any employee of the corporation, except through proper actions of the Board of Directors. Unless authorized by the Board of Directors, an individual director shall have only the authority to participate in the management of the business of the corporation by participation in meetings and decisions of the Board of Directors. No director, as such, of the corporation shall voluntarily disclose to any person any proprietary or confidential information concerning the corporation's affairs, except such disclosure as may be necessary for a director to perform his duties as a director.

Section 4.21. Powers and Duties of the Board of Directors. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have power and authority to do all acts and things except those which by law or by the Declaration or by the Charter or by these Bylaws may be exercised and done only by the Members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

- (a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of these Bylaws and the Declaration; and
- (b) To provide for the establishment, assessment, collection, use and expenditure of assessments and carrying charges from the Members, and for the filing and enforcement of liens therefor in a manner consistent with law and the provisions of these Bylaws and the Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and common facilities and to provide services on the project in a manner consistent with law and the provisions of these Bylaws and the Declaration; and

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

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

(f) To enter into agreements whereby the Association acquires leaseholds, memberships and other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the Members, and to declare expenses incurred in connection therewith to be common expenses of the Association; and

(g) To purchase insurance upon the common areas and community facilities in the manner provided for in these Bylaws; and

(h) To repair, restore or reconstruct all or any part of the common areas and community facilities after any casualty loss in a manner consistent with law and the provisions of these Bylaws, and to otherwise improve the common areas and community facilities; and

(i) To lease and to grant licenses, easements, rights-of-way, and other rights of use in all or any part of the common areas and community facilities; and

(j) To purchase lots and to lease, mortgage or convey the same, subject to the provisions of these Bylaws and the Declaration; and

(k) To represent all lot owners as a member of the Cornerstone Subdivision Homeowners Association.

## ARTICLE V. OFFICERS

Section 5.01. Offices. The offices of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer. The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, and such other officers as may be appointed in accordance with the provisions of Section 5.03 of this Article. The offices of Secretary and Treasurer may be filled by the same individual, and likewise, the offices of Assistant Secretary and Assistant Treasurer may be filled by the same individual.

Section 5.02. Election of Officer. The initial officers of the Association shall be elected at the organizational meeting of the members. Thereafter, the officers of the Association shall be elected annually at each annual Members' meeting, or, in the event of a vacancy, at a special Members' meeting called for such purpose. Each officer so elected shall hold office until his successor has been elected at the next ensuing annual Members' meeting, and has duly qualified.

Section 5.03. Subordinate Officers. The Board of Directors may appoint, and may empower the President to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the Bylaws or as the Board of Directors may from time to time determine.

Section 5.04. Removal and Resignation. Any officer may be removed, either with or without cause, by the Board of Directors, at any regular or special meeting thereof, or, except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, or to the President, or to the Secretary of the corporation.

Section 5.05. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or other cause shall be filled in the manner prescribed in the Bylaws for regular appointments to such office.

Section 5.06. Chairman of the Board. The Chairman of the Board, if any, shall if present preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by the Bylaws.

Section 5.07. President. Subject to such powers and duties, if any, as may be assigned by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the Chief Executive Officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the corporation consistent with the express policies and goals of the corporation. The President shall preside at all meetings of the Board of Directors, in the absence of the Chairman of the Board, or if there be none. The President is authorized to sign all documents requiring execution in the name of the corporation as may pertain to the ordinary course of the corporation's business and shall, with the Secretary, sign the minutes of all meetings over which he may have presided.

Section 5.08. Vice-President. In the absence or disability of the President, the Vice-President, shall perform all the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or the Bylaws.

Section 5.09. Secretary. The Secretary shall keep or cause to be kept, at the principal office of the corporation or such other place as the Board of Directors may order, a book of minutes of all meetings of directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors meetings, and the proceedings thereof. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors required by the Bylaws to be given, and he shall keep the seal of the corporation in safe custody. He shall also sign, with the President or Vice-President, all contracts, deeds, licenses and other instruments when so ordered. He shall make such reports to the Board of Directors as they may require and shall also prepare such reports and statements as are required by the laws of the State of Mississippi and shall perform such other duties as may be prescribed by the Board of Directors or by the Bylaws. He shall attend to such correspondence and perform such other duties as may be incidental to his office or as may be properly assigned to him by the Board of Directors. The Assistant Secretary or Secretaries, if any, shall perform the duties of the Secretary in the case of his absence or disability and such other duties as may be specified by the Board of Directors.

Section 5.10. Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including account of its assets, liabilities, receipts, disbursements, gains, losses, capital, and surplus. The books of account shall at all reasonable times be open to inspection by any director. The Treasurer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositories as may be designed by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the President and directors, whenever they require it, an account of all of his transactions as Treasurer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws. The Assistant Treasurer or Treasurers, if any, shall perform the duties of the Treasurer in the event of his absence or disability and such other duties as the Board of Directors may determine.

Section 5.11. Authority to Bind Corporation. No officer of the corporation shall have the authority to cause the corporation to become obligated in any manner or form whatsoever except as may be prescribed by the Board of Directors or these Bylaws.

Section 5.12. Salaries and Compensation. Upon approval of the Board of Directoes, the officers of the corporation shall be entitled to a salary for their service as officers of the corporation. Officers may also receive reimbursement for their expenses or a portion thereof, incurred in connection with their attendance at meetings or their transacting business of the corporation, in the same manner as other members, as provided by these Bylaws.

## ARTICLE VI. EXECUTIVE DIRECTOR

Section 6.01. The Board of Directors may, in its discretion, appoint an Executive Director of the corporation, who shall work under the direction of the Board of Directors. The Executive Director shall consult with the Board of Directors on matters involving the exercise of discretion or the interpretations of policies when such matters have not been determined. The Executive Director shall serve as an ex officio member, without vote, of the Board of Directors and on all the various standing committees.

## ARTICLE VII. COMMITTEES

Section 7.01. Standing Committees. The Board of Directors may designate, by resolution, such standing or other committees of the corporation as it deems appropriate and advisable.

Section 7.02. Committee Chairman. The Board of Directors shall appoint the chairman of any such committees.

Section 7.03. Committee Members. The chairman of each such committee shall choose its members; provided, however, that each such committee shall have no less than one member of the Board of Directors as provided in Section 4.21(b) hereof.

Section 7.04. Reports. The chairman of any such committee shall maintain complete and accurate records of the committee's actions and undertakings. The chairman of each such committee shall provide a report to the Board of Directors at the regular meeting of the Board of Directors following the close of every calendar quarter.

Section 7.05. Meetings. Each such committee shall meet at reasonable and regular time intervals.

## ARTICLE VIII. FISCAL MANAGEMENT

Section 8.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year, except for the first fiscal year which shall begin on the date of the filing for record of the Declaration in the Land Records in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi. The commencement date of the fiscal year as herein established shall be subject to change from time to time by resolution of the Board of Directors should the Board of Directors deem any such change or changes appropriate.

Section 8.02. Principal Office Change of Same. The principal office of the Association shall be at the location set forth in Article I of these Bylaws. The Board of Directors, by resolution, may change the location of the principal office of the Association from time to time and shall give notice of any such change to all persons requiring notice hereunder.

Section 8.03. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and expenditures and other transactions of and for the Association, and shall specify the maintenance and repair expenses for the roofs and exterior painting of the common area, the cost of services required or provided with respect to the same and any other expenses incurred by the Association. The amount of any assessment or portion of any assessment required for payment of any capital expenditures as to any reserves of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the Members. The receipts and expenditures of the Association shall be accounted for and reported under classifications consisting of no less than the following:

(a) "Current operations" which shall involve accounting for actual expenses of the Association, including reasonable allowances for necessary contingencies and working capital funds in relation to the assessments and expenses herein elsewhere provided for; and

(b) "Capital Preservation" as are provided for in these Bylaws and as may be approved from time to time by the Board of Directors; and

(c) "Other Funds" which shall involve funding of and charges against any other reserve funds which may be approved from time to time by the Board of Directors; and

(d) "Investments" of reserve funds and such other funds as may be deemed suitable for investment on a temporary basis by the Board of Directors; and

(e) "Betterments" which shall involve the control over funds to be used for the purpose of defraying the cost of any construction or reconstruction, unanticipated repair or replacement of the common areas and community facilities and for expenditures for additional capital improvements or personal property made or acquired by the Association with the approval of the Board of Directors.

Section 8.04. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall furnish the Members and any mortgagee requesting same with an annual financial statement, which shall set forth a summary of all pertinent financial data, including the income and disbursements of the Association. Such annual financial statement shall be furnished within ninety (90) days following the end of each fiscal year.

Section 8.05. Inspection of Books. The books and accounts of the Association, the substantiation of the entries made thereupon and all other records maintained by the Association shall be available for examination by the Members and their duly authorized agents or attorneys, and by the institutional holders of the first mortgages on the lots and their duly authorized agents and attorneys, during normal business hours and for purposes reasonably related to their respective

interests and after reasonable notice.

Section 8.06. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as may be authorized from time to time by the Board of Directors.

Section 8.07. Seal. The Board of Directors may provide a suitable corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

### ARTICLE IX. AMENDMENTS

Section 9.01. Amendments. Subject to any other applicable limitations set forth in these Bylaws, these Bylaws may be amended by vote of the Members if, and only if, the number of votes cast in favor of any particular amendment shall be equal to at least two-thirds (2/3) of the total number of votes held by the members of record at the time of the vote. Amendment of these Bylaws shall be considered only at a special or annual meeting of Members, and only if a description of the proposed amendment accompanied a proper notice of such meeting.

Section 9.02. Proposal of Amendments. Amendments to these Bylaws may be proposed by the Board of Directors or by petition signed by Members having at least twenty-five percent (25%) of the total votes of all Members, which petition shall be delivered to the Secretary. A description of any proposed amendment shall accompany the notice of any annual or special meeting of the Members at which such proposed amendment is to be considered and voted upon.

### ARTICLE X

#### Indemnification of Officers and Directors

Section 10.01. Indemnification. The Association shall indemnify every officer and director of the Association, and every person who may serve at the request of the Board of Directors as a director or officer of another association in which the Association owns an interest or shares of stock or of which the Association is a creditor, against all costs actually and reasonably incurred by any such officer, director or person in connection with the defense of any action, suit or proceeding, civil or criminal, to which any such officer, director or person is a party by reason of his being or having been such officer, director or person, provided that such indemnification shall not extend to any matters concerning which such officer, director or person shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty or a violation of the provisions of Sections 75-21-1 to 75-21-39 or Sections 75-23-1 to 75-23-53, Mississippi Code of 1972, as amended. Such indemnification shall include amounts payable as the result of the settlement

of any such action, suit or proceeding; provided, however, that any such settlement shall be approved in writing by the then Board of Directors. The officers and directors of the Association shall not be liable to the Members or to the Association for any mistake of judgment, or otherwise, except as provided by law and except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association, may be entitled, whether by law, by resolution adopted by the Members after notice, or otherwise.

**Section 10.02. Conflict and Identity of Interest.** The Directors and officers shall exercise their powers and duties in good faith and with a view to the interest of the Association. No contract or other transaction between the Association and one or more of its Directors or officers, or between the Association and any corporation, firm or association in which one or more of the Directors or officers of this Association are directors or officers or are pecuniarily or otherwise interested, shall be either void or voidable because such Director or Directors or officer or officers were present at the meeting of the Board of Directors or any committee thereof which authorized or approved the contract or transaction, or because his or their votes were counted for such purpose, if any, of the conditions specified in any of the following paragraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes of the Board, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for such purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the Members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for such purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

(d) A common or interested Director may be counted in determining the presence of a quorum at any meeting of the Board of Directors or any committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not a common or interested Director.



ARTICLE XI

Interpretation Miscellaneous

Section 11.01. Conflict. These Bylaws are subordinates and subject to all provisions of the Declaration and to the provisions of the Charter. All the words and expressions in these Bylaws shall have the same meanings, respectively, as are attributed to them by the Declaration, except where such is clearly repugnant to the context.

In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these Bylaws and the Charter, the provisions of the Charter shall control.

Section 11.02. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in these Bylaws shall be given in writing.

Section 11.03. Severability. In the event any promise or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.


Section 11.04. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 11.05. Captions. The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws or to aid in the construction thereof.

Section 11.06. Gender, etc. Whenever In these Bylaws the context so requires,, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders,

ADOPTED THIS THE 21<sup>st</sup> DAY OF August, 2002.

  
\_\_\_\_\_  
A. R. GARNER, Director

  
\_\_\_\_\_  
T. I. GARNER, Director

**Cornerstone Subdivision Homeowners Association's Bylaws**