

Section 13.10. Sales and Construction Activities. The Declarant is expressly permitted and authorized to maintain and conduct such facilities and activities as may be reasonably appropriate, necessary, required, convenient or incidental to the construction, completion, improvement and sale of Lots and/or Dwellings or the development of Lots, Dwellings and other improvements, the Common Area, the Common Facilities and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers, offices and other structures or other improvements. The location of any construction trailers of any Developer or other builder shall be subject to the Declarant's approval. The right to maintain and conduct such facilities and activities specifically includes the right to use Dwellings as model residences, as offices for the sale of Lots and/or Dwellings, and for related activities. The Declarant is expressly permitted and authorized to use, stock, maintain, locate, store and place on any portion of the Property any and all equipment, tools and vehicles as may be reasonably appropriate, necessary, required, convenient or incidental to such construction, improvement, completion, sale or development, including, but not limited to, construction equipment and construction machinery, machines, and vehicles.

Section 13.11. Time Sharing. No Lots or Dwellings shall be sold assigned or leased under any time sharing, time interval or right-to-use programs or investments.

Section 13.12. Trespass. Whenever the Association and/or the Declarant is permitted by this Declaration to repair, clean, preserve, clear out or do any action on any part of the Property, including "perform obligations" or duties imposed on any owner under this Declaration, then entering any Lot or any portion of the Property for such purposes and taking such action shall not be or be deemed to be a trespass.

Section 13.13. Subdivided. No Lot shall be subdivided or its boundary lines changed, except with the written consent of the Declarant, or its Assigns, if the Declarant owns any Lots subject to the Declaration, but the Declarant expressly reserves the right to replat any Lot or such Lots owned by the Declarant and to take such other action as may be reasonably appropriate, convenient or necessary to make such replotted Lot or Lots suitable for use as a building site for a Dwelling, including, but not limited to, the relocation of easements, walkways, rights of ways and other amenities to conform to the new boundaries of such replotted Lots.

The provisions of this Section 13.13 shall not prohibit an Owner of two or more contiguous Lots from combining such Lots into one larger Lot or prohibit the owner of three or more contiguous Lots from combining such Lots into fewer Lots, provided that each of the resulting Lots are larger and contain a minimum Lot footage equal to or greater than the original footage of the Lot having the least footage before such Lots were combined. Thereafter, only the exterior boundary lines of the resulting larger Lot or Lots shall be considered in the interpretation of this Declaration, except that such Owner shall continue to pay Assessments on the basis of the number of Lots shown on the recorded Plat on which such Lots are included.

Section 13.14. Certain Construction Rights. The Declarant expressly reserves the right, but the Declarant shall not be obligated, to build bridges or walkways across any natural or man made Water Areas in, on or abutting or contiguous to the Property.

Section 13.15. Easement Interference. No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, diminish, obstruct, or retard the direction or flow of surface water runoff in any drainage easement, swale or channel.

Section 13.16. Certain Controls. To implement effective and adequate erosion controls and to protect the beauty and grandeur of the Water Area, the Declarant and Association shall have the right, but not the obligation, to enter upon any Lakefront or Water Area or Common Area before and after a building or other improvement has been constructed on such Lot or Common Area to perform any grading or landscaping work or to construct and maintain erosion prevention devices. Prior to exercising its rights under this Section 13.16, the Declarant or, if applicable, the Association shall permit the Owner of the Lot to perform such corrective actions required by giving the owner a written notice stating the type of corrective action required to be performed and the date by which such corrective action must be completed. If the Owner fails to perform the specified corrective action by such date, then the Declarant or, if applicable, the Association may then exercise the rights under this Section 13.16 to enter in upon the Lot to perform such corrective action. The costs and expenses of such erosion prevention measures when performed by the Association, such costs shall be considered to be a special Assessment against the Lot and the Owners of such Lot.

To implement effective insect, reptile, and fire ant control, and vegetation and trash control, the Declarant or the Association have the right, but not the obligation, to enter upon any Lot on which a building or structure has not been constructed and upon which no landscaping plan has been implemented for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, removing trash or dispensing pesticides on such Lot if the Declarant or Architectural Control determines that the Lot distracts from the overall beauty, aesthetic characteristics of safety of any portion of the Property. Such control shall not be performed by the Declarant or the Association until 30 days after written notice of the need for such control has been given to the owner and the owner has failed to perform such control within the 30 days. The costs and expenses of such control when performed by the Declarant or, if applicable, the Association shall be paid immediately upon demand by the owner and, if performed by the Association, such costs shall be considered to be a special Assessment against the Lot and the Owners of such Lot.

This Section 13.16 shall not be construed as an obligation of the Declarant or the Association to (i) mow, clear, cut or prune, (ii) provide garbage or trash removal services, (iii) perform any grading or landscaping work, (iv) construct or maintain erosion control or prevention devices, or (v) provide water pollution control, on, to or for any Lot or property not owned by the Declarant or the Association.

The entering upon any Lot pursuant to the provisions of this Section 13.16 shall not be or be deemed to be trespass.

Section 13.17. Water Wells and Septic Tanks. No water wells or septic tanks shall be permitted on any Lot. This restriction shall not prevent the Declarant from designating any part of

the Additional Property for the purpose of developing a community water and sewer system to serve the Property or other real property developments in close proximity of or to the Property or dedicating such part of the Property to a governmental authority or company for the purpose of developing a water and sewer system to serve the Property.

Section 13.18. Reconstruction after Fire or Other Casualty Loss. If a Dwelling is partially or completely destroyed by fire or other casualty, then, as required by Section 7.02, the Owner of such Dwelling shall promptly clear the Lot or restore or reconstruct such Dwelling, at his own expense, in accordance with the original Plans or with such other Plans as may be approved by Architectural Review upon the request of such Owner.

Section 13.19. Vacant Lot Maintenance. Each Owner shall be responsible for the proper seeding, fertilization, watering, mowing, removal of litter and maintenance of any Lot which is vacant or undeveloped. If fill is placed on the Lot and the construction of the improvements is not promptly commenced and completed, then the owner will be required to maintain such Lot so stated in the preceding sentence.

Section 13.20. Motor Vehicles. No motor vehicles including, but not limited to trail bikes, motor cycles and dune buggies, shall be driven upon driveways, cul de sacs or parking areas except as a means of ingress and egress to a Street; no motor vehicles of any kind shall be driven on pathways, bike, trails or Common Areas except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area.

Section 13.21. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any portion of the Lot exterior of the Dwelling except as approved in writing by the Association.

Section 13.22. Trash Burning. Trash, leaves and other similar material shall not be burned without the written consent of the Association.

Section 13.23. Use of Firearms. No guns, firearms or weapons of any kind including, but not limited to, BB and pellet guns, and no bows and arrows or other weapons shall be allowed on any Street or Common Area.

Section 13.24. Rules. From time to time the Board of Directors shall adopt general rules, including but not limited to, rules to implement the provisions in this Article and such rules as are required herein. Such general rules may be adopted or amended by two-thirds vote of the Board, following a hearing for which notice has been provided to all Members. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 13.25. Exceptions. The Declarant, or its Assigns may issue temporary permits to exempt any prohibitions expressed or implied by this Article.

The Developer or other builder, who is engaged in developing or improving any portion of the Property, shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, erection, and maintenance or directional and promotional signs and conduct of sales activities, including maintenance of a model Dwelling. Such exemption shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness and general appearance of the Property.

ARTICLE XIV.

ENFORCEMENT OF DECLARATION

Section 14.01. Compliance. If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other Person, then each of the other Owners, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. If any structure or other improvement located on any portion of the Property, including any Lot, violates any provision of this Declaration, then the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to abate or remove such structure or other improvement at the cost and expense of the Owners of the Lot where such structure or improvement is located or who otherwise causes such violation, if the violation is not corrected by such Owners within 30 days after written notice of such violation. Any Person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts specified in Section 6.03. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any Person for any period of time to enforce any provision of this Declaration shall not be or be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

Section 14.02. Enforcement. This Declaration shall be enforced by any appropriate proceeding at law or in equity (i) against any Person who breaches or violates or threatens to breach or violate any provision of this Declaration, (ii) to recover damages for any such breach or violation, (iii) to collect any amounts payable to any Owner to the Association under this Declaration, including Assessments, attorneys' fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of an owner under this Declaration or otherwise specified in this Declaration, including Section 6.03, and (iv) to enforce any lien created by this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. The Declarant, the Association and each owner by acceptance of a deed or other conveyance document to a Lot, waives and agrees

not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

ARTICLE XV.

GENERAL PROVISIONS

Section 15.01. Duration. This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owners of any land subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns, until January 1, 2035. After such date this Declaration shall be automatically extended for the successive periods of ten years unless a Supplement signed by a majority of the Owners in interest has been properly filed for record to abolish or terminate all or a substantial portion of this Declaration at least one year prior to the effective date of such abolishment or termination.

Section 15.02. Amendments. Notwithstanding Section 15.01, this Declaration may be amended, modified and/or changed either (i) by the Declarant properly filing for record a Supplement and/or Amendment prior to January 1, 2035, and/or (ii) thereafter by Owners of at least 75% of the Lots.

Section 15.03. Interpretation. The provision of this Declaration shall be construed to implement the purpose of the creation of a uniform plan for the development of the Property.

Section 15.04. Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions of this Declaration which shall remain in full force and effect.

Section 15.05. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 15.06. Notice to Owner. Any notice required to be given to any owner under the provisions of this Declaration shall be deemed to have been properly delivered when delivered to the Dwelling of, or deposited in the United States mails, postage prepaid, addressed to the last known address of, the Person who appears as Owner on the records of the Association or, if applicable, the Declarant at the time of such notice is delivered or mailed.

Section 15.07. Successors of Declarant. All or any portion of any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant under this Declaration may be assigned and transferred exclusively by the Declarant with or without notice to the Association.

Section 15.08. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot any deed, purporting to effect such transfer shall contain a provision incorporating the provisions of this Declaration by reference.

Section 15.09. No Dedication to Public Use. No provision of this Declaration shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Area or Common Facilities by any public agency or authority or by any utility, or shall be interpreted as imposing upon any public agency or authority or on any utility any responsibility or liability for the maintenance or operation of any portion of the Common Area or Common Facilities.

Section 15.10. First Mortgagee Notice and Right to Cure. No suit or other proceeding may be brought to foreclose the lien for an Assessment except after 10 days written notice to the holder of the First Mortgage encumbering the Lot which is the subject matter of such suit or proceeding.

Any holder of a First Mortgage of any Lot may pay any taxes, rents, utility charges or other charges levied against the Common Area or Common Facilities which are in default and which may or have become a charge or lien against any of the Common Area or Common Facilities, and may pay any overdue premiums on any hazard or liability insurance policy, or secure new hazard or liability insurance coverage on the lapse of any policy, relating to the Common Area or Common Facilities. Any holder of a First mortgage who advances any such payment shall be due reimbursement of the advanced amount from the Association.

Section 15.11. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended to limit or enlarge the terms and provisions of this Declaration. Whenever the context requires, the male shall include all genders and the singular shall include the plural.

Section 15.12. Exhibits. All Exhibits which are referred to in this Declaration are made a part of and incorporated into this Declaration by reference.

Section 15.13. Conflict. In all cases where the Governing Documents may be found to be in conflict with any statute, the statute shall control. In the event of conflict among two or more Governing Documents, each of the following Documents shall govern the Documents listed thereunder:

- (a) Declaration
- (b) Charter
- (c) Bylaws
- (d) Resolutions of Board of Directors, Declarant, or its Assigns

ARTICLE XVI

NEIGHBORHOODS

Section 16.01. Provisions Interpreted Separately. The provisions in this Article shall be construed and interpreted as though they applied separately to each Neighborhood comprising part

of the Property, but the interpretation and construction of the provisions in this Article shall be uniform as to the separate neighborhoods.

Section 16.02. Level of Services Within A Neighborhood. The Owners of Lots within a Neighborhood, as a group, shall have the right and authority to make from time to time recommendations to the Board of Directors concerning the nature and extent of all services to be furnished by the Association with respect to:

- (a) any Neighborhood common areas and common facilities situated within the Neighborhood
- (b) any streets, sidewalks, medians and other areas situated within or adjoining the Neighborhood
- (c) the maintenance and repair of any dwelling or their appurtenances within the Neighborhood
- (d) any other lands or improvements situated within the Neighborhood
- (e) the maintenance and care of any lawn or garden area within the Neighborhood.

Any recommendation made pursuant to this Section shall promptly be adopted and implemented by the Board of Directors unless the Board of Directors formally shall determine, by order entered on its minutes, that there exists a reason or reasons why the recommendation should not be adopted and implemented, and shall set forth in such order what the reason or reasons are. Any recommendation made pursuant to this Section shall not be adopted or implemented by the Board of Directors if it shall:

- (a) be inconsistent with the general scheme and purpose of this Declaration
- (b) be such as would result in an unattractive or unkempt appearance for any portion of the Property or any improvement thereon and resulting in a violation under the Architectural Review
- (c) be such as would result in a nuisance; or
- (d) be such as would result any type of unsafe or hazardous condition
- (e) be in violation of the Charter of Incorporation of the Association

Section 16.03. Making Recommendations. The procedure for making any recommendation permitted by Section 16.02 of this Article shall be to adopt same at a Neighborhood meeting convened and held for the purpose of considering the recommendation. At any such Neighborhood meeting, the favorable vote of at least two-thirds of the Owners of Lots in the Neighborhood shall be required to adopt and make such a recommendation.

Section 16.04. Convening Neighborhood Meetings. If the owners of Lots in a Neighborhood wish to convene a Neighborhood meeting for the purpose of considering one or more recommendations pursuant to Section 16.03 of this Article, at least thirty percent (30%) of said owners shall sign a written petition to the Board of Directors, and thereby shall request the Board of Directors to convene a Neighborhood meeting. The written petition shall set forth the recommendation or recommendations to be considered at the Neighborhood meeting, by order entered upon its minutes, shall fix the time and place for the Neighborhood meeting. The time fixed for the Neighborhood meeting shall be held at some convenient place on the property, and shall be held at a time, and on a date, which the Board of Directors feels, will be of greatest convenience to the majority of the Owners of Lots in the Neighborhood.

Section 16.05. Notice of Neighborhood Meetings. When the Board of Directors has fixed the time and place for a Neighborhood meeting, the Secretary of the Association shall mail written notice of the Neighborhood meeting to each Owner of record of a Lot in the Neighborhood in the manner provided in Section 15.06. The notice shall state the time and place of the meeting, and shall set forth in full the recommendation or recommendations to be considered at the meeting.

Section 16.06. Voting at Neighborhood Meetings. At any Neighborhood meeting, each Owner of a Lot in the Neighborhood shall be entitled to one vote for each Lot owned by him in the Neighborhood insofar as concerns any matter as to which the Owners of Lots in the Neighborhood are entitled to vote. Voting under this Section shall be in the manner specified in Article III. All provisions of the Bylaws of the Association relating to Members voting by proxy and to inspectors of election shall be applicable at any Neighborhood meeting.

Section 16.07. Recommendation Without Neighborhood Meeting. If any written petition submitted to the Board of Directors pursuant to Section 16.04 of this Article shall have been executed by the Owners of at least eighty-five (85%) of the Lots in a Neighborhood, no Neighborhood meeting shall be necessary to approve and make the recommendations set forth in the written petition, but instead the written petition itself shall constitute the approval and making of the recommendations therein set forth.

Section 16.08. Precedence of Recommendations. Any recommendation properly made pursuant to this Article and properly adopted for implementation by the Board of Directors, shall take precedence over:

- (a) any prior inconsistent recommendation or recommendations relating to the same subject matter and the same Neighborhood
- (b) any greater or lesser level of services set forth in a Supplement covering the area constituting in whole or in part the Neighborhood in question.

Section 16.09. Adjustments in Assessments. If any recommendation properly made pursuant to this Article, and properly adopted and implemented by the Board of Directors, shall call

for a greater level of services for a particular Neighborhood, then the Board of Directors may increase the amount of the Assessments assessed against the owners of Lots in that Neighborhood in such manner that the amounts of such assessments shall be commensurate with the greater level of services as required by Article V, Section 5.07.

ARTICLE XVII.

DECLARANT'S RIGHTS AND RESERVATIONS

Section 17.01. Declarant's Rights and Reservations. No provisions in the Charter, the Bylaws or this Declaration shall limit, and no Owner or the Association shall interfere with, the right of the Declarant to (i) subdivide or resubdivide any portions of the Property, (ii) complete or alter improvements or refurbishment's to and on the Common Area, Green Space or any portion of the Property owned by the Declarant, or (iii) alter the construction plans and designs, or construct such additional improvements or add future phases as Declarant deems advisable during development of the Property. Such right shall include, but shall not be limited to the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of Declarant's business or completion of the work and disposition of the Lots by sale or otherwise. Each Owner by accepting a deed or other conveyance document to a Lot, hereby acknowledges that the activities of the Declarant may temporarily or permanently, constitute an inconvenience or nuisance to the owners, and each Owner hereby consents to such inconvenience or nuisance.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Declaration to be duly executed on the date first mentioned above.

Harvey Crossing, LLC, a
Mississippi Limited Liability Company

By: Mark S. Jordan, Manager
Mark S. Jordan, Manager

STATE OF MISSISSIPPI

COUNTY OF ~~MADISON~~ Hinds

Personally appeared before me, the undersigned authority in and for the said County and State, on this 13 day of July, 2000 within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is Manager of Harvey Crossing, LLC a Mississippi Limited Liability Company and that for and on behalf of the said Limited Liability Company, and as its act and deed as Manager partner of said Limited Liability Company, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

John S. Barnes

NOTARY PUBLIC

My commission Expires:

~~June 17, 2001~~ Expires June 17, 2001

[AFFIX NOTARIAL SEAL]

Harvey Crossing LLC

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Madison MS 39130

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SURVEYOR'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF MADISON

I, Homer D Lang, Professional Land Surveyor, do hereby certify that at the request of Harvey Crossing, LLC, the Owner, I have subdivided and platted the following described land being situated in the Southeast 1/4 of Section 24, T8N-R2E, Madison County, Mississippi:

Commence at an existing iron rod marking the Point of Intersection of the West right-of-way line of Old Canton Road with the North right-of-way line of Yandell Road (as both are now laid out and improved); said point being 5,730.31 feet South of and 24.52 feet West of the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 13, T8N-R2E; from said Point of Intersection, run thence South 89 degrees 44 minutes 15 seconds West along said North right-of-way line of Yandell Road for a distance of 240.85 feet to an existing iron rod marking the Point of Curvature of a 7.57694 degree curve bearing to the left having a central angle of 53 degrees 00 minutes 00 seconds and a radius of 756.20 feet; run thence along said North right-of-way line of Yandell Road and along the arc of said curve an arc length of 33.20 feet; said curve having a chord bearing of South 88 degrees 28 minutes 47 seconds West and a chord distance of 33.20 feet to the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, continue thence along said North right-of-way line of Yandell Road and along the arc of said curve an arc length of 666.30 feet to the Point of Tangency of said curve; said curve having a chord bearing of South 61 degrees 58 minutes 47 seconds West and a chord distance of 644.96 feet; run thence South 36 degrees 44 minutes 15 seconds West along said North right-of-way line of Yandell Road for a distance of 447.42 feet to the Point of Curvature of a 9.60333 degree curve bearing to the right having a central angle of 54 degrees 36 minutes 38 seconds and a radius of 596.62 feet; run thence along said North right-of-way line of Yandell Road and along the arc of said curve an arc length of 29.53 feet; said curve having a chord bearing of South 38 degrees 09 minutes 20 seconds West and a chord distance of 29.53 feet; leaving said North right-of-way line of Yandell Road and the arc of said curve, run thence North 82 degrees 27 minutes 13 seconds West for a distance of 56.65 feet; run thence North 82 degrees 12 minutes 45 seconds West for a distance of 155.23 feet; run thence North 05 degrees 03 minutes 09 seconds West for a distance of 162.69 feet; run thence North 04 degrees 49 minutes 07 seconds West for a distance of 152.82 feet; run thence North 19 degrees 33 minutes 45 seconds West for a distance of 71.75 feet; run thence North 17 degrees 36 minutes 44 seconds West for a distance of 82.15 feet; run thence North 15 degrees 31 minutes 50 seconds West for a distance of 82.14 feet; run thence North 13 degrees 27 minutes 03 seconds West for a distance of 81.98 feet; run thence North 08 degrees 36 minutes 03 seconds West for a distance of 80.87 feet; run thence North 06 degrees 50 minutes 17 seconds West for a distance of 161.47 feet; run thence North 23 degrees 10 minutes 13 seconds West for a distance of 61.69 feet; run thence North 22 degrees 57 minutes 49 seconds West for a distance of 114.58 feet; run thence North 11 degrees 19 minutes 04 seconds West for a distance of 170.00 feet; run thence North 78 degrees 40 minutes 56

"EXHIBIT "A" CONTINUED

seconds East for a distance of 80.00 feet; run thence North 75 degrees 53 minutes 53 seconds East for a distance of 63.45 feet; run thence North 59 degrees 44 minutes 55 seconds East for a distance of 146.47 feet to a point on the arc of a 17.62944 degree curve bearing to the right having a central angle of 08 degrees 15 minutes 46 seconds and a radius of 325.00 feet; run thence along the arc of said curve an arc length of 46.87 feet; said curve having a chord bearing of North 04 degrees 21 minutes 59 seconds West and a chord distance of 46.83 feet to the Point of Compound Curvature of a 45.83667 degree curve bearing to the right having a central angle of 116 degrees 38 minutes 27 seconds and a radius of 125.00 feet; run thence along the arc of said curve an arc length of 254.47 feet; said curve having a chord bearing of North 58 degrees 05 minutes 07 seconds East and a chord distance of 212.75 feet to the Point of Compound Curvature of a 17.62944 degree curve bearing to the right having a central angle of 05 degrees 36 minutes 37 seconds and a radius of 325.00 feet; run thence along the arc of said curve an arc length of 31.82 feet; said curve having a chord bearing of South 60 degrees 47 minutes 21 seconds East and a chord distance of 31.81 feet; leaving the arc of said curve, run thence North 62 degrees 26 minutes 36 seconds East for a distance of 157.73 feet; run thence North 27 degrees 33 minutes 24 seconds West for a distance of 31.01 feet; run thence North 62 degrees 26 minutes 36 seconds East for a distance of 180.00 feet; run thence South 27 degrees 33 minutes 24 seconds East for a distance of 383.16 feet; run thence South 35 degrees 23 minutes 53 seconds East for a distance of 314.13 feet; run thence South 53 degrees 01 minutes 38 seconds East for a distance of 89.36 feet; run thence South 40 degrees 29 minutes 29 seconds East for a distance of 157.54 feet; run thence South 07 degrees 49 minutes 34 seconds East for a distance of 196.56 feet to the POINT OF BEGINNING, containing 27.079 acres, more or less.

EXHIBIT "B"

TRACT A-3
164.01 ACRE TRACT

A parcel of land consisting of 164.01 acres of land, more or less, situated in the East half (E ½) of Section 24, Township 8 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at an iron pin found on the west line of Old Canton Road, said point being the same Point of Beginning for that certain parcel of land conveyed to Ladner Properties, L. P., as found of record in book 401, page 342 of the Chancery Clerk's office of Madison County, said point being 660 feet North of and 21.4 feet West of the Southeast Corner of the Northeast Quarter of the Southeast Quarter (NE ¼ of SE ¼) of Section 13, Township 8 North, Range 2 East;

Thence run along the west line of Old Canton Road the following three (3) courses and distances based on Mississippi State Plane Grid Coordinates (West Zone 1983):

Thence run South 00 degrees 03 minutes 09 seconds East, 463.05 feet;

Thence run South 89 degrees 54 minutes 21 seconds West, 15.00 feet;

Thence run South 00 degrees 05 minutes 18 seconds West a distance of 2437.45 feet to the True Point of Beginning of the parcel herein described;

From Said True Point of Beginning thence run along the west right-of-way line of Old Canton Road the following five (5) courses and distances:

Thence run South 00 degrees 05 minutes 18 seconds West a distance of 662.74 feet to a point;

Thence run North 89 degrees 40 minutes 47 seconds East a distance of 15.00 feet;

Thence run South 00 degrees 17 minutes 46 seconds East a distance of 1300.03 feet;

Thence run South 89 degrees 37 minutes 56 seconds West a distance of 15.00 feet;

Thence run South 00 degrees 21 minutes 25 seconds East a distance of 1527.05 feet to the intersection of the West line of Old Canton Road with the North right-of-way Easement line of Yandell Road as recorded in book 161, page 38;

Thence run along the north line of said Yandell road the following six (6) courses and distances:

Thence run South 89 degrees 44 minutes 15 seconds West a distance of 240.85 feet;

Thence run along the arc of a curve to the left a distance of 699.50 feet, said curve having a radius of 756.20 feet and a chord which bears South 63 degrees 14 minutes 15 seconds West for 674.83 feet;

Thence run South 36 degrees 44 minutes 15 seconds West a distance of 447.72 feet;

Thence run along the arc of a curve to the right a distance of 568.66 feet, said curve having a radius of 596.62 feet and chord bearing South 64 degrees 02 minutes 29 seconds West for 547.39 feet;

Thence run South 01 degrees 00 minutes 20 seconds West a distance of 5.03 feet;

Thence run North 88 degrees 29 minutes 42 seconds West a distance of 217.84 feet;

EXHIBIT "B" CONTINUED

Thence leave the right-of-way line and run along the east line of a parcel conveyed to the First Baptist Church of Jackson, Mississippi, as found in book 411, page 707, North 00 degrees 18 minutes 31 seconds West a distance of 1633.50 feet;

Thence run along the North line of said First Baptist Church parcel, North 88 degrees 27 minutes 48 seconds West a distance of 400.00 feet to a point in an existing long standing barbed wire fence line;

Thence run along said long standing fence line North 00 degrees 20 minutes 18 seconds West a distance of 1243.49 feet to a fence post corner;

Thence run North 61 degrees 53 minutes 36 seconds West a distance of 163.43 feet to a point at the intersection of said fence with the centerline of the Mississippi Power and Light Transmission line described in book 7, page 130;

Thence run along said long standing fence North 73 degrees 43 minutes 12 seconds West a distance of 138.63 feet;

Thence run along said long standing fence North 00 degrees 11 minutes 56 seconds West a distance of 89.24 feet to a point in said fence;

Leaving the fence line and running generally along the South line of the Floodway according to F.I.R.M. map number 28089-C-0215-D, (dated April 15, 1994) of the National Flood Insurance Program the following three (3) courses and distances:

Thence run North 53 degrees 38 minutes 18 seconds East a distance of 372.89 feet to a point;

Thence run North 63 degrees 27 minutes 21 seconds East a distance of 499.56 feet;

Thence run North 63 degrees 58 minutes 58 seconds East a distance of 1949.95 feet back to the True Point of Beginning.

Prepared by:

Williford Gearhart, and Knight, Inc.
P.O. Box 1014
Canton, MS 39046

Revised July 29, 1999.

EXHIBIT "C"

All real property described in Exhibit "B" less and
except all real property described in Exhibit "A"

EXHIBIT "D"

Common Area

That portion of the property described on Exhibit "A" shown as greenspace and/or common area on the recorded plats of Harvey Crossing.

STATE OF MISSISSIPPI, COUNTY OF MADISON:



I certify that the within instrument was filed for record in my office this 14 day of July, 192000, at 9 o'clock A M., and was duly recorded on the JUL 14 2000, Book No. 1244, Page 714.

STEVE DUNCAN, CHANCERY CLERK

BY: Carla D.C.

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR HARVEY CROSSING

This Supplement to Declaration of Covenants, Conditions, and Restrictions for Harvey Crossing IIA is made on January 29, 2002 by Harvey Crossing, LLC a Mississippi Limited Liability Company ("Declarant").

The Declarant filed for record a Declaration of Covenants, Conditions, and Restrictions for Harvey Crossing ("Declaration") on July 13, 2000 in the office of the Chancery Clerk of Madison County, Mississippi, which is recorded in Book 1244 at Page 714. Except as otherwise defined herein, all capitalized terms are used herein as defined in the Declaration.

As contemplated by Section 2.03 of Article II of the Declaration, a certain portion of the Additional Property has been platted as Harvey Crossing IIA (the "Annexed Property").

The Declarant desires to impose upon the Annexed Property mutually beneficial restrictions and covenants for the benefit of all Owners, as provided in Section 2.04(c) of Article II of the Declaration.

NOW, THEREFORE, the provisions of Section 2.05 of Article II of the Declaration are hereby effective as to the Annexed Property, and the Declaration, as it may now or hereafter be amended, shall apply to and affect the Annexed Property described in that certain Plat of Harvey Crossing IIA recorded in Plat Cabinet D at Slide 87 in the office of the aforesaid Chancery Clerk, as though such Annexed Property was originally subjected to the provisions of the Declaration and to the same extent and degree as the Declaration now affects the Property except for such additions and/or modifications, if any, as are hereinafter set forth:

- 1. Section 10.13 of Article X is hereby amended to add the follow subparagraphs:
 - (c) Lots 83 through 113, in Harvey Crossing IIA, not less than 1400 square feet.
 - (d) Lots 114 through 139, in Harvey Crossing IIA, not less than 1700 square feet.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Supplement to be duly executed on the date first above mentioned.

Harvey Crossing, LLC, a
Mississippi Limited Liability Company

By: Mark S. Jordan Manager
Mark S. Jordan, Manager

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 29th day of January, 2002, within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is Manager of Harvey Crossing, LLC, a Mississippi Limited Liability Company and that for and on behalf of the said Limited Liability Company, and as its act and deed as Manager/Partner of said Limited Liability Company, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

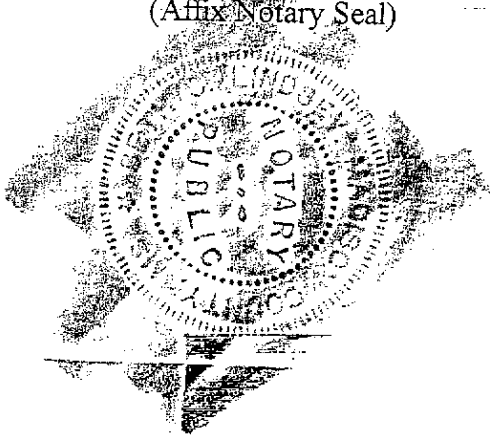
Beth Lindsey
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES SEPT. 23, 2003

H.D. Long
P.O. Box 16085
JXN, MS. 39236
7.50

(Affix Notary Seal)



STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 30 day of Jan, 2002, at 9 o'clock A M., and was duly recorded on the JAN 30 2002, Book No. 1383, Page 690



32478 R2E S4/4 MIKE CROOK, CHANCERY CLERK

BY: Emt

DC

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR HARVEY CROSSING

This Supplement to Declaration of Covenants, Conditions, and Restrictions for Harvey Crossing IIB is made on January 29, 2002 by Harvey Crossing, LLC a Mississippi Limited Liability Company ("Declarant").

The Declarant filed for record a Declaration of Covenants, Conditions, and Restrictions for Harvey Crossing ("Declaration") on July 13, 2000 in the office of the Chancery Clerk of Madison County, Mississippi, which is recorded in Book 1244 at Page 714. Except as otherwise defined herein, all capitalized terms are used herein as defined in the Declaration.

As contemplated by Section 2.03 of Article II of the Declaration, a certain portion of the Additional Property has been platted as Harvey Crossing IIB (the "Annexed Property").

The Declarant desires to impose upon the Annexed Property mutually beneficial restrictions and covenants for the benefit of all Owners, as provided in Section 2.04(c) of Article II of the Declaration.

NOW, THEREFORE, the provisions of Section 2.05 of Article II of the Declaration are hereby effective as to the Annexed Property, and the Declaration, as it may now or hereafter be amended, shall apply to and affect the Annexed Property described in that certain Plat of Harvey Crossing IIB recorded in Plat Cabinet D at Slide 88 in the office of the aforesaid Chancery Clerk, as though such Annexed Property was originally subjected to the provisions of the Declaration and to the same extent and degree as the Declaration now affects the Property except for such additions and/or modifications, if any, as are hereinafter set forth:

1. Section 10.13 of Article X is hereby amended to add the follow subparagraph:

(e) Lots 69 through 82, in Harvey Crossing IIB, not less than 1700 square feet.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Supplement to be duly executed on the date first above mentioned.

Harvey Crossing, LLC, a
Mississippi Limited Liability Company

By: Mark S. Jordan, Manager
Mark S. Jordan, Manager

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 29th day of January, 2002, within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is Manager of Harvey Crossing, LLC, a Mississippi Limited Liability Company and that for and on behalf of the said Limited Liability Company, and as its act and deed as Manager/Partner of said Limited Liability Company, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

Beth Lindsey
NOTARY PUBLIC

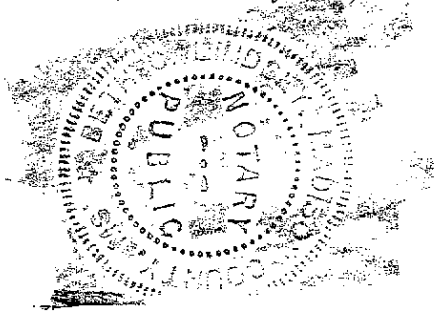
My Commission Expires:

MY COMMISSION EXPIRES SEPT. 23, 2003

H. D. Lang
P.O. Box 16085
JXW, Ms. 39236

7.50

(Affix Notary Seal)



STATE OF MISSISSIPPI, COUNTY OF MADISON

I certify that the within instrument was filed for record in my office this 30 day of Jan, 2002, at 9 o'clock A M., and was duly recorded on the JAN 30 2002, Book No. 1383, Page 692.

MIKE CROOK, CHANCERY CLERK

BY: [Signature] D.C.



247928

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HARVEY CROSSING

This Supplement to Declaration of Covenants, Conditions, and Restrictions for Harvey Crossing IIIB is made on August 15, 2003 by Harvey Crossing, LLC a Mississippi Limited Liability Company ("Declarant").

The Declarant filed for record a Declaration of Covenants, Conditions, and Restrictions for Harvey Crossing ("Declaration") on July 13, 2000 in the office of the Chancery Clerk of Madison County, Mississippi, which is recorded in Book 1244 at Page 714. Except as otherwise defined herein, all capitalized terms are used herein as defined in the Declaration.

As contemplated by Section 2.03 of Article II of the Declaration, a certain portion of the Additional Property has been platted as Harvey Crossing IIIB (the "Annexed Property").

The Declarant desires to impose upon the Annexed Property mutually beneficial restrictions and covenants for the benefit of all Owners, as provided in Section 2.04(c) of Article II of the Declaration.

NOW, THEREFORE, the provisions of Section 2.05 of Article II of the Declaration are hereby effective as to the Annexed Property, and the Declaration, as it may now or hereafter be amended, shall apply to and affect the Annexed Property described in that certain Plat of Harvey Crossing IIIB recorded in Plat Cabinet D at Slide 130 in the office of the aforesaid Chancery Clerk, as though such Annexed Property was originally subjected to the provisions of the Declaration and to the same extent and degree as the Declaration now affects the Property except for such additions and/or modifications, if any, as are hereinafter set forth:

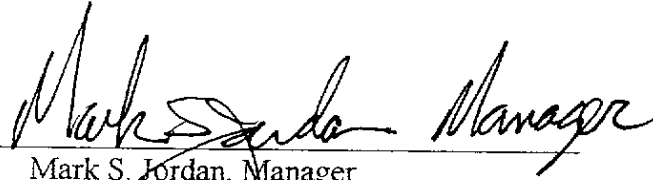
1. Section 10.13 of Article X is hereby amended to add the following subparagraph:
 - (g) Lots 140 through 174, in Harvey Crossing IIIB, not less than 1700 square feet.
2. Section 10.15 of Article X is hereby amended to add the following subparagraph:
 - (b) The approved standard fence for rear lot lines of lots 162 through 174 shall be a 4x4 custom cedar fence with chamfered post tops and shall have a maximum height of 48". Any deviations from the above referenced fence shall be submitted to Architectural Review for approval or disapproval.
3. Exhibit D is hereby amended to add the following additional description.

Furthermore, that portion of the real property shown as green space and/or common area on the record plats of Harvey Crossing IIA, Harvey Crossing IIB, Harvey Crossing IIIA, Harvey Crossing IIIB.

IN WITNESS WHEREOF THE DECLARANT HAS CAUSED this Supplement to be duly executed on the date first above mentioned.

Harvey Crossing, LLC, a
Mississippi Limited Liability Company

By:

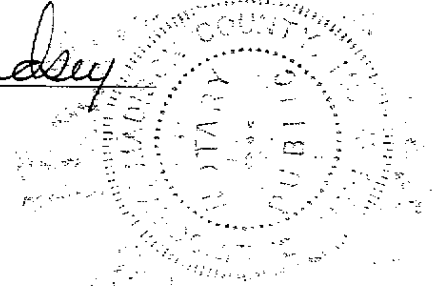


Mark S. Jordan, Manager

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 15th day of August, 2003, within my jurisdiction, the within named Mark S. Jordan who acknowledged that he is Manager of Harvey Crossing, LLC, a Mississippi Limited Liability Company and that for and on behalf of the said Limited Liability Company, and as its act and deed as Manager/Partner of said Limited Liability Company, he executed the above and foregoing instrument after first having been duly authorized by said corporation and partnership so to do.

Beth Lindsey
NOTARY PUBLIC



My Commission Expires:

MY COMMISSION EXPIRES SEPT. 23, 2003

(Affix Notary Seal)

HARVEY CROSSING, LLC
P.O. Box 328
MADISON, MS 39130
8.50

MADISON COUNTY MS This instrument was
filed for record 2003, Aug. 15, at 3:30 PM
Book 1588 Page 319
MIKE CROOK, CHANCERY CLERK
BY: *[Signature]* D.C.