

City of Southaven
Office of Planning and Development
Subdivision Staff Report

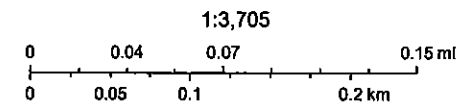


Date of Hearing:	February 24, 2025
Public Hearing Body:	Planning Commission
Applicant:	Gregory Hailey 5299 Pollard Drive 662-470-6585
Total Acreage:	4.00 acres
Existing Zone:	Agricultural (AG)
Location of Subdivision Application	East side of Elmore Road, north of Church Road
Comprehensive Plan Designation:	Low Density residential
Staff Comments: The applicant is requesting subdivision approval for a one lot minor subdivision on the east side of Elmore Road, north of Church Road. The lot encompasses 4.00 acres with access to Elmore Road via an existing fifty (50) foot ingress/egress. The property is surrounded by other large single family lots in the agricultural zoned area. All setbacks and easements have been identified in the general notes of the plat.	
Staff Recommendations: The application submitted complies with minor lot subdivision requirements set forth in the ordinance which state that the property must be zoned agricultural and there can be no more than three (3) total lots. When staff reviews the aerial for this application the large parcel that this lot is being carved out of identifies a blue line creek running north to south on the property. Staff would like the applicant to continue the fifty (50) foot ingress/egress to the east end of their lot. The larger parcel has the capability to further subdivide and there is enough acreage on the east side of the creek to allow for another lot; however, it would be extremely expensive and difficult if that lot was required to gain access from the Swinnea side over the creek line. It makes more sense to provide access from Elmore Road and exclude the need to cross the creek. If no one ever builds in this area then the applicant's lot will never be impacted for access. Staff recommends approval with comments.	

ArcGIS Web Map

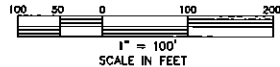


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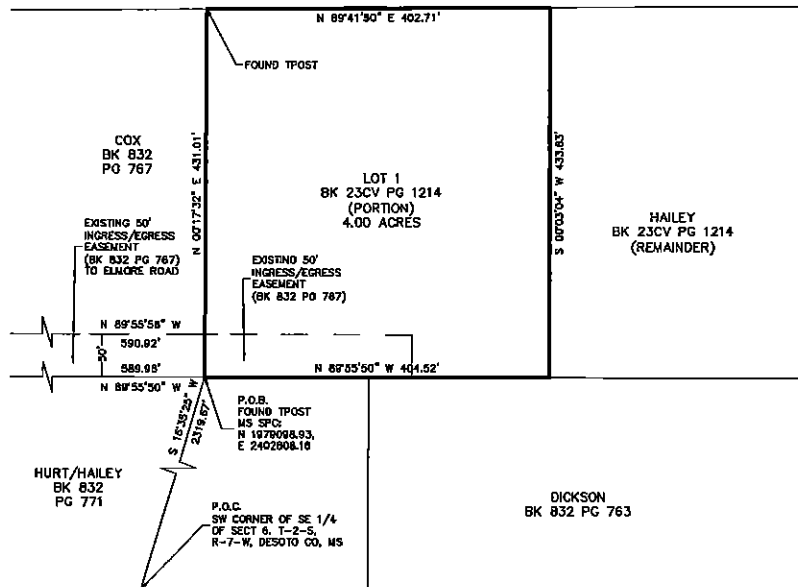




BEARINGS RELATIVE TO MISSISSIPPI
STATE PLANE COORDINATE SYSTEM.



FUNDERBURKE
BK W836 PG 245



NOTES:

1. MINIMUM SETBACKS ARE AS FOLLOWS: (UNLESS OTHERWISE NOTED)
FRONT 30 FEET
SIDE 15 FEET
REAR 40 FEET
2. UTILITY EASEMENTS ARE AS FOLLOWS: (UNLESS OTHERWISE NOTED)
10 FEET ALONG ALL STREET FRONTAGE.
5 FEET ALONG SIDES & REAR LOT LINES.
3. THIS PROPERTY IS NOT LOCATED IN A HUD IDENTIFIED SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAP NO. 28033C0060H, DATED MAY 5, 2014.
4. 1/2" REBAR SET AT ALL CORNERS UNLESS NOTED.
5. FIELD SURVEY COMPLETED: OCTOBER, 2024.
7. THIS IS A CLASS "B" SURVEY.
8. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
9. ALL DEEDS AND PLAT BOOK REFERENCES ARE FOUND AT THE CHANCERY CLERKS OFFICE OF DESOTO COUNTY, MISSISSIPPI. NO DEEDS, EASEMENTS, ETC WERE PROVIDED TO WEST SURVEYING, LLC. WE HAVE PROVIDED OUR OWN RESEARCH AND DO NOT GUARANTEE SAME AS TO ACCURACY OR COMPLETENESS AND HAVE ONLY SHOWN THOSE EASEMENTS AND/OR PARCEL LINES THAT ARE VISIBLE AND APPARENT AT THE TIME OF THE SURVEY.
10. BEARINGS REFERENCED BY GPS AND BASED ON MISSISSIPPI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83, US FOOT. AZIMUTH ORIENTATION IS FROM ZERO GRID NORTH. CONVERGENCE ANGLE 00°12'10.70". SCALE FACTOR = 0.99998292.
11. DISTANCES AND COORDINATES SHOWN ARE GRID VALUES, US SURVEY FEET, MISSISSIPPI STATE PLANE COORDINATES, WEST ZONE, NAD 83 DATUM.
12. IT IS THE RESPONSIBILITY OF THE BUILDER OF EACH LOT TO ENSURE THAT THE LOT IS SHALED AND GRADED PROPERLY TO DRAIN.

OWNER'S CERTIFICATE

I, _____, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAYS FOR THE ROADS AS SHOWN HEREIN TO THE PUBLIC USE FOREVER, AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT.
I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE _____ DAY OF _____, 20____.

OWNER OR AUTHORIZED REPRESENTATIVE _____

PRINT NAME _____

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR DESOTO COUNTY, MISSISSIPPI, THE WITHIN NAMED _____ WHO ACKNOWLEDGED THAT (HE)(SHE) SIGNED AND DELIVERED THE FOREGOING PLAT FOR THE PURPOSE THEREIN MENTIONED, GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I, HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED

DAY OF _____, 20____ AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK _____, PAGE _____.

CITY OF SOUTHAVEN

MAYOR AND BOARD OF ALDERMAN _____

APPROVED BY THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF SOUTHAVEN ON THIS THE _____ DAY OF _____, 20____.

MAYOR _____

CITY CLERK _____

CITY OF SOUTHAVEN PLANNING COMMISSION _____

APPROVED BY THE CITY OF SOUTHAVEN PLANNING COMMISSION ON THIS THE _____ DAY OF _____, 20____.

CHAIRMAN _____

ATTEST: SECRETARY _____

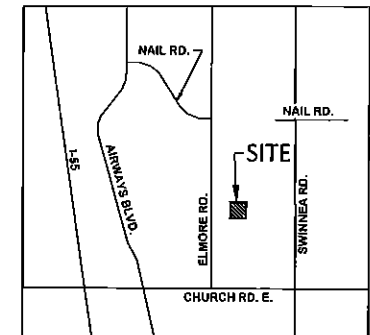
LEGAL DESCRIPTION: GREGORY HAILEY MINOR LOT SUBDIVISION

BEING A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6; THENCE NORTH 18 DEGREES 35 MINUTES 23 SECONDS EAST A DISTANCE OF 2319.87' TO A FOUND TPOST, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF THE COX PROPERTY (BK 832 PG 767) NORTH 00 DEGREES 17 MINUTES 32 SECONDS EAST A DISTANCE OF 431.01' TO A FOUND TPOST; THENCE ALONG THE SOUTH LINE OF THE FUNDERBURKE PROPERTY (BK W836 PG 245) NORTH 89 DEGREES 41 MINUTES 50 SECONDS EAST A DISTANCE OF 402.71' TO A SET 3" REBAR; THENCE ALONG A NEW LINE SOUTH 00 DEGREES 03 MINUTES 04 SECONDS WEST A DISTANCE OF 433.63' TO A SET 3" REBAR; THENCE ALONG THE NORTH LINE OF THE DICKSON (BK 832 PG 763) AND HURT/HAILEY (BK 832 PG 771) PROPERTIES NORTH 89 DEGREES 55 MINUTES 50 SECONDS WEST A DISTANCE OF 404.52' TO THE POINT OF BEGINNING AND CONTAINING 4.00 ACRES MORE OR LESS AND ACCORDING TO A SURVEY PREPARED BY EVERETTE D. WEST, MS PLS NO. 3234 DATED OCTOBER 31, 2024.

ALL BEARINGS ARE GRID BEARINGS.

SAID PROPERTY IS SUBJECT TO ALL RIGHT OF WAY, EASEMENTS AND RESTRICTIONS OF RECORD.



VICINITY MAP

N.T.S.

CHANCERY COURT CLERK _____

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT WAS DRAWN FROM A GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION OF THE PHYSICAL FEATURES FOUND AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.



EVERETTE WEST, MS PLS #3234
WEST SURVEYING, LLC
185 PEEK ROAD
RED BANKS, MISSISSIPPI
(901) 485-7610
westsurveying@gmail.com

**FINAL PLAT
OF THE
GREGORY HAILEY
MINOR LOT SUBDIVISION
1 LOTS - 4.00 TOTAL ACRES±
ZONED AGRICULTURAL**

LOCATED IN THE SOUTHEAST QUARTER OF
SECTION 6, TOWNSHIP 2 SOUTH, RANGE 7 WEST,
CITY OF SOUTHAVEN
DESOTO COUNTY, MISSISSIPPI
OCTOBER 31, 2024
SHEET 1 OF 1

Office of Planning and Development Planned Unit Development Staff Report

Planning Commission:
February 24, 2025
Applicant:
The Racquet Club Townhomes of Snowden Grove, LLC 270 Trace Colony Park Drive Suite B Ridgeland, MS 39157
Representative:
Same
Location:
West side of Malone Road, north of Freeman Lane
Total Acreage:
9.97 Acres
Existing Zoning:
Agricultural
Staff Findings:
The overall site is shown with 9.97 acres of Agricultural property on the west side of Malone Road, due north of the Snowden Grove tennis complex on Freeman Lane. The applicant is requesting to convert the straight zoning of AG into a PUD with a master plan submitted in this application. The applicant is showing a main entrance directly off of Malone Road via a passive gate. The interior road is shown as public right of way ranging in width from 50'-100' dependent upon the area which show a landscape median in some areas and guest parking on the exterior in other areas. Since the gate is designated as passive, the road is proposed as a public ROW to be dedicated to the city. There is a secondary emergency access drive at the west end of the site which allows entrance from the tennis parking lot. This drive is set to be closed via a gate at all times unless accessed via a knox box by the fire department. The homes are designed as zero lot line townhomes with a two story typical design and a minimum heated square footage of 1,850. Each home has a typical three bedrooms and 2.5 baths. The homes are designed as fourplexes with grassed open space between them. Each townhome has a private fenced in yard in the rear and a private garage along the frontage. The typical lot is shown as 60'x120'. The site layout proposes 56 individual lots, a clubhouse and on site green space amenities. The elevations submitted show a stark black/white contrast with the main living structures shown as white brick with a dark gray shingled roof and a decorative black canopy over the main window line. The garage and rear of the structure as well as the dormer windows are shown as a white hardi-plank. Window panes and decorative corbel lines over the garage are shown black along with black decorative lighting.

The open space is calculated at 31% of the overall site and includes a dog park area which is adjacent to the clubhouse/office and a recreational walking trail that is on the interior of a preserved tree grove. A detention area is shown along the frontage of Malone Road which will be used for drainage detention but also a water feature for the development.

Staff Final Recommendations:

Staff believes that this proposed development is a great asset to the park system and plays well off of the tennis complex. The elevations and square footage proposed do not give staff any concerns and based on the surrounding homes inside the city limits, the square footage exceeds or matches the existing footprints. This type of project has been constructed in another area of town that played off the location adjacent to Central Park on Swinnea Road in Lexington Place. That project has been a great asset to the area and the homes have a high property value. The elevations are extremely attractive and have a design that has a different modern elegant feel to it. Staff would recommend doing a template stamp design on the driveways to give the look of brick or cobblestone which would provide another design appeal to this development.

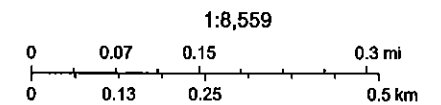
The applicant has provided a very thorough set of covenants which outlines the amenities and also addresses the restrictions to owner occupied housing. Staff's only concern is that this particular area of the covenants states that the board can revise or change the allowances for rental in the future. It is the city's stance that this development must maintain a restriction for owner occupancy only with the exceptions itemized for sickness or death, etc. To ensure the enforcement of this requirement, the applicant should revise the covenants and also place this restriction in the PUD text which allows the city to intervene in the event of noncompliance. Additionally, the covenants detail maintenance on a perimeter fence which should be placed around the entire development. Staff would like a fence detail on this design. Finally, staff would like clarification on the interior roads and gate. The text does identify the roads as public but there has been some confusion in the past on the options and the ramifications. The AG of Mississippi provided an opinion that if roads are to be designated for public use and maintenance then the gate must be designed as a passive gate to allow entrance to all vehicles. If the applicant chooses to restrict access to owners and guests only then the roads will need to be identified as private. Staff is agreeable to either scenario but would like a final clarification on it.

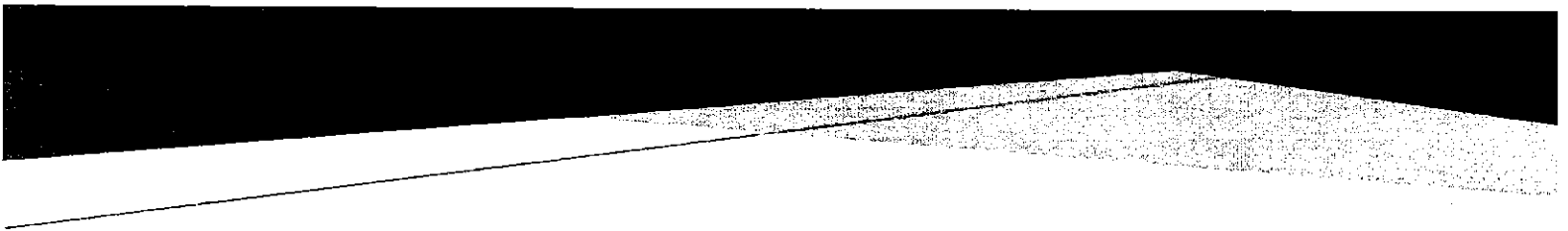
Staff provided the fire chief as well as the fire marshal the concept plan to make final determination on the road width, turn around and secondary access points. Per the fire marshal, it is not necessary to provide the emergency access drive on the south side of the road because IRC codes require attached townhomes to be individually sprinklered; therefore, the applicant should remove this and allow for additional green space. Additionally, specs for the gated access will be submitted at the time of installation to the fire dept for final approval.

ArcGIS Web Map



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The Racquet Club Townhomes of Snowden Grove

A Planned Unit Development
Southaven, Mississippi

Prepared For:

The Racquet Club Townhomes of Snowden Grove, LLC
270 Trace Colony Park Drive, Suite B
Ridgeland, MS 39157

Preparation Date:

January, 2025

Prepared by (Civil Eng Firm):

Rockfield Engineering, LLC
1355 Lynnfield, Ste. 245
Memphis, TN 38119





31 January 2025

Ms. Whitney Choat-Cook
Planning Director
Office of Planning and Development
8710 Northwest Dr.
Southaven, MS 38671

Subject: Planned Development Application – Racquet Club Townhomes of Snowden Grove

Dear Ms. Choat-Cook,

On behalf of The Racquet Club Townhomes of Snowden Grove, LLC, Rockfield Engineering, LLC pleased to submit this Planned Development Application for the Racquet Club Townhomes of Snowden Grove, a thoughtfully designed residential community in the rapidly growing Snowden District of Southaven.

The proposed development encompasses approximately 10 acres of currently undeveloped land located on the west side of Malone Road between Goodman and Nail Road. Designed to meet the increasing demand for high-quality housing at an appropriate price point and density, the Racquet Club Townhomes will offer a 56-lot single-family townhome community with an overall residential density of 5.6 dwelling units per acre (DU/AC).

Key features of the Racquet Club Townhomes include:

- A passively gated community with shared amenities, fostering a safe and cohesive neighborhood environment.
- 31% dedicated green space, including 3.1 acres of open community parks and play areas, providing ample opportunities for outdoor recreation and social gatherings.
- Private outdoor spaces for each resident, including a private rear yard, front yard, and a single-car garage per unit.
- A Homeowners' Association (HOA) that will uphold high maintenance standards by overseeing the upkeep of private lots, entrances, common areas, green spaces, and detention areas.

We believe this development will positively contribute to Southaven's growth by providing a well-planned, attractive residential option that complements the existing character of the Snowden District. We look forward to working with the Office of Planning and Development throughout the approval process and welcome the opportunity to discuss any questions or feedback regarding this application.

Thank you for your time and consideration. Please do not hesitate to contact me at 901-461-5804 or twebb@rkfld.com should you require any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Taylor Webb', written over a horizontal line.

G. Taylor Webb

Table of Contents

SECTION 1:	GENERAL STATEMENT.....	1
SECTION 2:	USES PERMITTED	1
SECTION 3:	BULK REQUIREMENTS.....	2
SECTION 4:	ROADWAYS, ACCESS, AND CIRCULATION.....	3
SECTION 5:	LANDSCAPING, SCREENING, AND OPEN SPACE.....	3
SECTION 6:	DRAINAGE FACILITIES AND SERVICE	3
SECTION 7:	SANITARY SEWER FACILITIES AND SERVICE.....	3
SECTION 8:	WATER SERVICE.....	3
EXHIBIT A.	BOUNDARY, TOPO, AND TREE SURVEY	4
EXHIBIT B.	PRELIMINARY SITE LAYOUT	5
EXHIBIT C.	ELEVATION RENDERINGS.....	6
EXHIBIT D.	PRELIMINARY FLOOR PLAN	7
EXHIBIT E.	PRELIMINARY LANDSCAPE PLAN	8

SECTION 1: GENERAL STATEMENT

Racquet Club Townhomes is situated on a +/- 10 acre tract of land located in Southaven, Mississippi, West side of Malone Rd approximately ½ mile South of Goodman Road and ½ mile north of Nail Rd. The property is currently zoned A – Agricultural according to the City and County comprehensive plan. We are proposing a Planned Unit Development to incorporate the natural surroundings of the area and provide a residential home community that offers privacy, security, and access to all the amenities of Southaven. The Outline Plan Exhibit is intended to show the Use, General Layout, and Transportation plan for development of the site; however, internal roadways, parking, greenspace, and lotting arrangements may be adjusted somewhat during final design to take advantage of existing topography, utilities, detailed drainage analysis, and other site considerations. The Plan Illustration shall serve as the conceptual visual plan for the intentions of this development.

The purpose of the General Statement is to set forth the conceptual vision of Racquet Club Townhomes as depicted in the Outline Plan Exhibit. The actual permitted uses, dimensional regulations, access and circulation, design criteria, etc., for the project shall always be governed by the Outline Plan Exhibit and these Conditions of Approval, along with Racquet Club Townhomes Declaration of Covenants, Conditions and Restrictions. The development will contain a 56-lot design with groups of four attached Townhomes to meet and accommodate the market need and desires of the residents of Southaven, MS.

Racquet Club Townhomes will utilize a central boulevard style road, with generous turn around area and appropriate lane widths and access for emergency vehicles. Open areas and green spaces will be provided to help promote a sense of neighborhood and community within the area. Prior to development, the Developer will submit to the City Engineer, for approval, complete construction plans. Once reviewed and approved, a final site plan for recording. In accordance with good development practice, the plan will illustrate not only the spatial relationship of areas and lots within the project but also show how the area and lots relate to adjacent properties and developments.

SECTION 2: USES PERMITTED

- A) Single-Family Attached Residential Townhome used shall be permitted and regulated as described herein and shown on Exhibit C.
- B) Accessory uses and structures shall be permitted in accordance with the applicable provisions of the Code of Ordinances, City of Southaven, Mississippi.
- C) The greenspace shall be for the residents of Racquet Club Townhomes. Landscaping, passive recreation and architectural elements shall be allowed including, but not limited to walking trails and benches. The greenspace area shall be improved to provide an area for the neighborhood to use as for recreational activities.
- D) A Declaration of Covenants, Conditions and Restrictions, hereinafter the "Declaration" shall be applicable to all properties within the residential community. A Homeowner's Association shall be maintained to assure that development within the neighborhood is completed to the high standards anticipated by the residents of Southaven, MS, and to assure that all features and amenities of the neighborhood that are considered to be common assets are continuously maintained in a quality manner. The HOA will provide lawn maintenance, spraying, & landscaping for all common areas

SECTION 3: BULK REQUIREMENTS

Development of the community will be guided by the Site Plan and the area use description provided above. Development of individual parcels must be in compliance with the provisions for dimensional regulations plus the access and circulation conditions provided below.

Areas are designated with a Referenced District, referring to zoning districts in the Code of Ordinances, City of Southaven, Mississippi. Other restrictions not specifically addressed here or elsewhere in the conditions (and its attachments) including, but not limited to setbacks, side and rear yard requirements, minimum lot areas, accessory uses, and parking and loading shall be as defined in the Code of Ordinances, City of Southaven, Mississippi, as applicable to the Planned Unit Development District.

A) Site Plan Data

Site Data Table	
Total Site Acreage (AC)	9.97
Total Site (SF)	434,318
Total Greenspace (SF)	135,220
Percent Greenspace (%)	31%
Total Number of Lots	56
Total Lot Area (SF)	206,820
Density/Acre	5.6
Total Circulation & Parking Area (SF)	79,938
Total Dedicated ROW	12,340

The actual acreage of individual development areas may vary slight subject to final design and final engineering considerations.

B) Design Standards for Single Family Units

Townhome Data Table	
Number of Townhome Lots	56
Grouping/Townhome	4 per Building
Individual Lot Size	30' x 100' & 30' x 125'
Total Greenspace (SF)	3,000 SF & 3,750 SF
Heated SF Minimum	1850 SF
Garage Space	1

C) Minimum Building Setback for Residential Townhome Uses:

Min. Front Yard Setback:	20 Feet
Min. Side Yard Setback:	0 Feet
Min. Rear Yard Setback:	15 Feet

- D) Maximum Building Height shall be as follows:

Residential Uses: 34 Feet

SECTION 4: ROADWAYS, ACCESS, AND CIRCULATION

- A) All internal public streets shall be dedicated and improved in accordance with the City of Southaven Design Standards.
- B) All dedicated public improvements required herein shall be made to the specifications of the City of Southaven.

SECTION 5: LANDSCAPING, SCREENING, AND OPEN SPACE

Open Space/Common areas within Racquet Club Townhomes include approximately 31% [135,220 SF (3.1 AC)]. A Preliminary Landscape Plan is shown on Exhibit E

SECTION 6: DRAINAGE FACILITIES AND SERVICE

- A) The proposed drainage shall be designed with curb & gutter, underground pipe network, and drainage detention areas to match preexisting developed maximum design flows, conserve the natural layout of the land, and to coincide with neighboring communities.
- B) Stormwater detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the homeowner's association. Such maintenance shall be performed to ensure that the system operates in accordance with the approved plan on file with the City of Southaven's Engineering Department. Such maintenance shall include, but are not limited to, removal of sedimentation, fallen objects, debris, trash, mowing, outlet cleaning and repair of drainage structures.

SECTION 7: SANITARY SEWER FACILITIES AND SERVICE

- A) A Sanitary Sewer Plan shall be submitted for approval during the Construction Plan design phase. The Plan shall included proposed design flows along with pipe and structure layout plans.
- B) The Developer, in accordance with specifications from the City of Southaven, shall provide all sewer lines within the development.
- C) Sanitary Sewer to be provided by The City of Southaven Utility Department.

SECTION 8: WATER SERVICE

- A) A Water Plan shall be submitted for approval during the Construction Plan design phase. The Plan shall included proposed design flows along with pipe and structure layout plans.
- B) The Developer, in accordance with specifications from the City of Southaven, shall provide all water lines within the development.
- C) Public Water to be provided by The City of Southaven Utility Department.



-

NOT TO SCALE

[illegible]

1. Survey prepared for Mark Utley.
2. Review prepared by GWS and Bessie on Mississippi State Planning Commission System AEP, 2nd. Zone, US Farm, Alabama (Birmingham) and Mississippi State Planning Commission, 2nd. Zone, US Farm, Alabama.
3. This survey was prepared with reference to an abstract of 1910. No liability is assumed by me undersigned for failing to advise you of any errors which is discovered on an abstract or 1910 search of the property.
4. All deed back references shown known are recorded in the Chancery Court Clerk's Office of DeKalb County, Mississippi.
5. This property is not located in a Special Field Survey from your Civil Service Insurance Files, Mississippi State Planning Commission, No. 200333 COMS R, Effective in: Special Field Survey.
6. Structures stable on the date of this survey are shown thereon.
7. All visible utility structures located on this property of which we have knowledge are shown thereon.
8. Undersigned plans were assumed to be "straight from a structure to a structure."
9. There may be non-visible underground utilities crossing or starting this property of which we have no knowledge.
10. There may be underground non-visible utilities, drain and/or sewer lines located nearby that we did not know. The proper utility company should be contacted for more specific location and information on underground utilities.
11. Subsurface and environmental conditions were not examined or confirmed.

[illegible]

WELSHES AND SURVEYING, INC.
By: [Signature] 12-26-2024
Date
Copies: 4, 1/15 P. 1
Printed: 1/15 P. 1
Miss: 1/15 P. 1
2990
STATE OF MISSISSIPPI

[illegible]

TOPOGRAPHIC SURVEY OF THE
VINETTA ANN JONES
PROPERTY
RECORDED IN
BOOK 1023, PAGE 82767
IN THE NORTHEAST QUARTER
OF SECTION 34, TOWNSHIP 1
SOUTH, RANGE 7 WEST
CITY OF SOUTHAVEN
DE SOTO COUNTY, MISSISSIPPI
JAN 12 1968

William (Lore) Surveying, Inc.
3880 Cobb Road
Lakeland, TN 38002
Phone: (901) 847-8871
Fax: (901) 847-8869
williams@williamsllc.net

Scale: 1" = 50'

KLM FOR FILE 8409
 APPROVAL - 8-20-64
 PAGE NO. 115



Rockfield
ENGINEERING
1355 LYNFIELD, STE. 245
MEMPHIS, TN 38119
901-310-1580

PROJECT: 34-2490-28
DATE: 03/27/25
DRAWN BY: GRY
CHECKED BY: EBP
SCALE: AS SHOWN

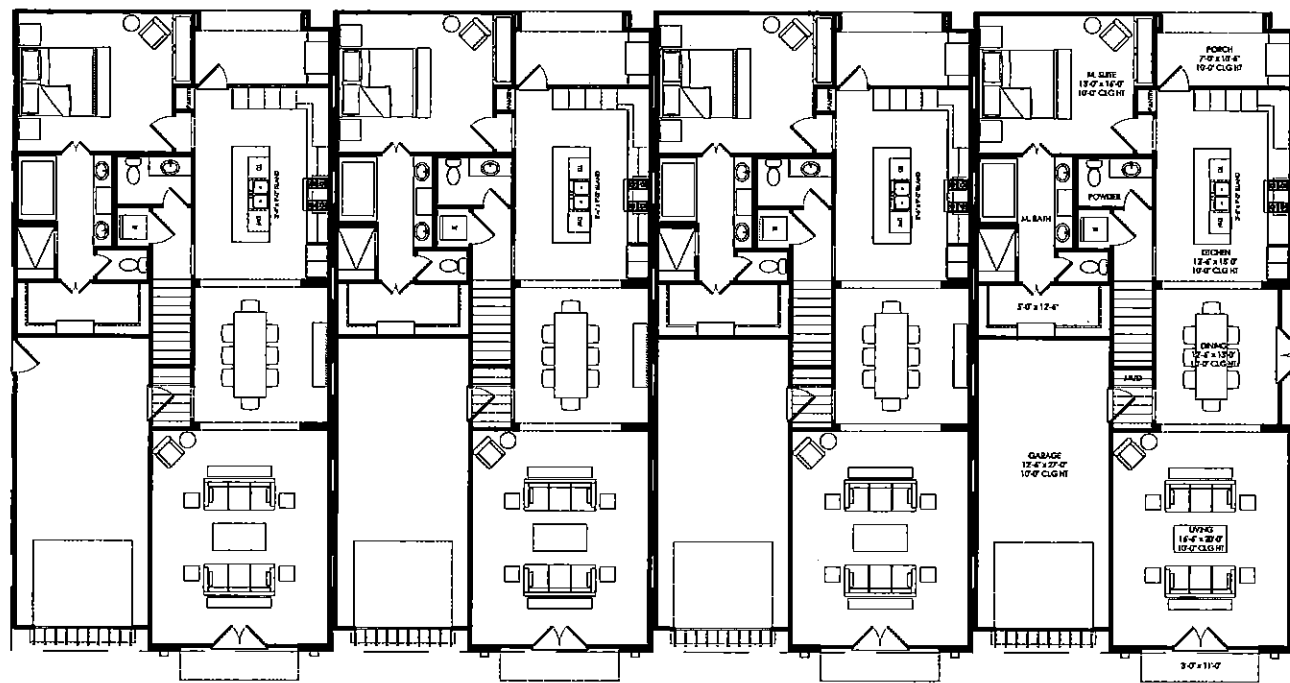
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THE RACQUET CLUB TOWNHOMES
OF SNOWDEN GROVE
PLANNED DEVELOPMENT
SOUTHAVEN
MISSISSIPPI

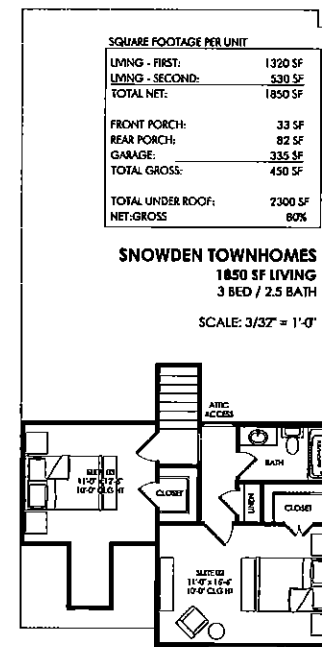
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CONSTRUCTION

EXHIBIT
C

ELEVATION
RENDERINGS



GROUND FLOOR



SECOND FLOOR

SQUARE FOOTAGE PER UNIT	
LIVING - FIRST:	1320 SF
LIVING - SECOND:	530 SF
TOTAL NET:	1850 SF
FRONT PORCH:	33 SF
REAR PORCH:	82 SF
GARAGE:	335 SF
TOTAL GROSS:	450 SF
TOTAL UNDER ROOF:	2300 SF
NET:GROSS	80%

SNOWDEN TOWNHOMES
1850 SF LIVING
3 BED / 2.5 BATH

SCALE: 3/32" = 1'-0"

Rockfield
ENGINEERING
1355 LYNFIELD, STE. 245
MEMPHIS, TN 38119
901.310.1990

PROJECT # 24-20590-26
DATE: 8/20/25
DRAWN BY: GUY
CHECKED BY: MMT
SCALE: AS SHOWN

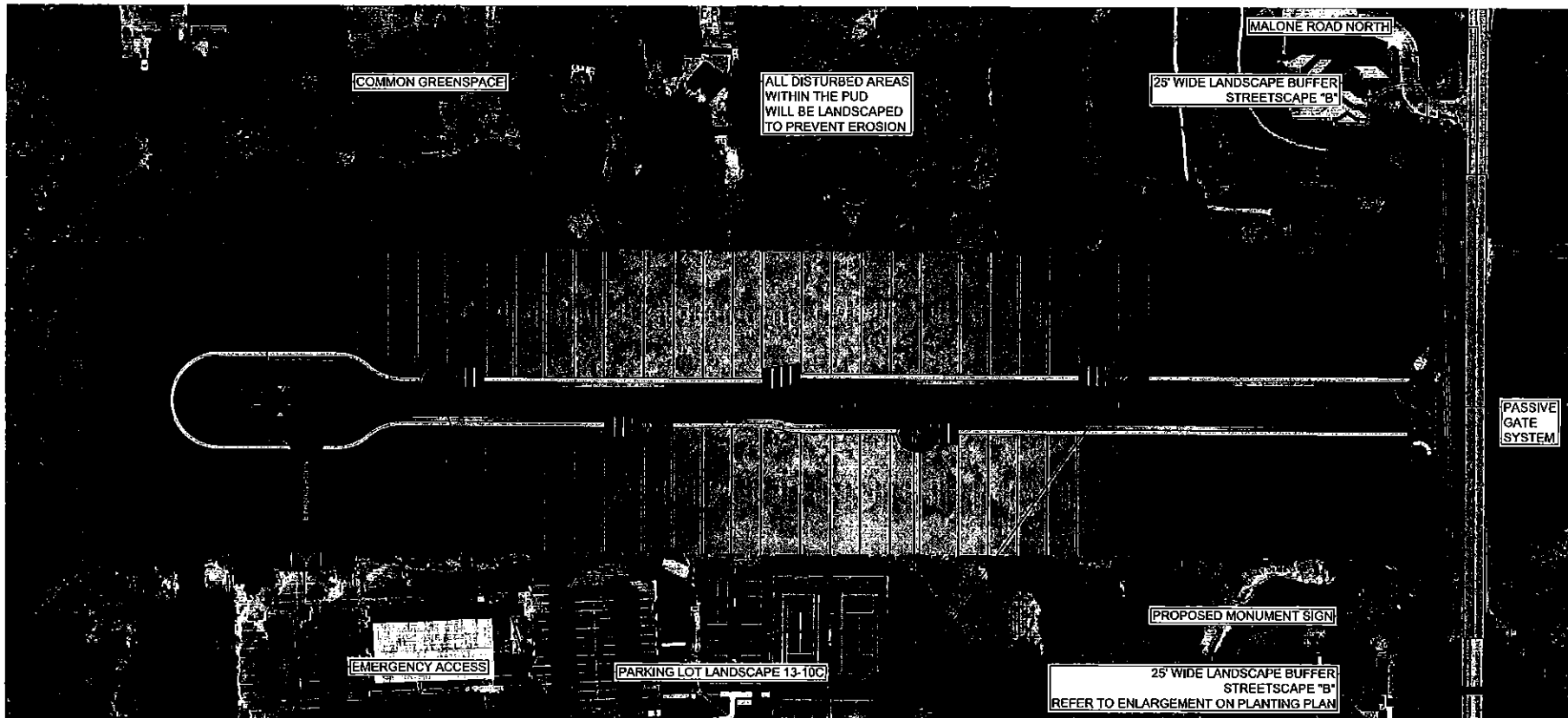
REVISION	DESCRIPTION	DATE

THE RACQUET CLUB TOWNHOMES
OF SNOWDEN GROVE
PLANNED DEVELOPMENT
SOUTHAVEN
MISSISSIPPI

NOT FOR
CONSTRUCTION

EXHIBIT
D

PRELIMINARY
FLOOR PLAN



CITY OF SOUTHAVEN LANDSCAPE REQUIREMENTS

Sec. 13-10(b). - Landscape material design criteria.

All buffer yards, transitional areas, streetscapes and landscape islands/islands shall conform to the minimal requirements set forth below for all proposed designs including new development, replacement on an existing development site, or replacement design for a tree removal site:

- (1) Trees must be selected from the acceptable trees listed in Table B-1, Sec. 13-11 or approved administratively by the office of planning and development. Proposed trees must have a minimum three and one-half-inch caliper at the time of planting. Proposed landscaping trees which exceed six (6) inches in diameter at the time of planting may constitute a decrease in the total amount of landscaping needed on-site.
- (2) Shrubs or bushes must be approved in the overall design package submitted to the office of planning and development. Shrubs and bushes must have a minimum of three (3) gallons at the time of planting. Proposed landscaping shrubs which exceed five (5) gallons in size at the time of planting may constitute a decrease in the total amount of landscaping needed on-site.

Sec. 13-10(b). - Streetscapes.

Landscape areas shall be provided along all public road rights-of-way. The streetscape type to be used shall be dependent upon either the presence of parking or a vehicular drive aisle adjacent to the streetscape area.

- (1) Streetscape Type A shall be required where parking is located adjacent to the streetscape and facing the public right-of-way and shall consist of a twenty-foot wide area supplemented by a landscape island (ten (10) feet by twenty (20) feet minimum) in the parking area located every eight (8) spaces.
- (2) Streetscape Type B shall be required where parking is not present but a vehicle drive aisle is located on the lot, adjacent to the streetscape and shall consist of a twenty-five-foot wide area. Planting shall consist of either B1 or B2. B1 consists of one (1) major shade tree planted every eighty (80) feet accompanied by a single, staggered row of evergreen shrubs supplemented by three (3) ornamental trees, planted twenty (20) feet on center, between each pair of shade trees. This type should be used to maintain continuity of landscape within a unified development.
- (3) Streetscape Type C shall be required where the green space or lawn between a building and the public right-of-way is unbroken by parking or vehicular travel surface and shall consist of a twenty-five-foot wide area. Planting shall consist of one (1) major shade tree planted every forty (40) feet.

Sec. 13-10(c). - Parking lot landscaping

- (a) Parking lot landscaping shall be provided at a ratio of three hundred (300) square feet of green space including one (1) shade tree for every ten (10) parking spaces or increment thereof. No parking space should be located farther than fifty (50) feet from a landscaped area.
- (b) Parking lot landscape shall be provided within curbed island planted.
- (c) Parking lot landscaping shall be located to delineate driving lanes, define rows of parking, and generally to mitigate the visual impact of parking lots.

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT.	QTY.
	ILEX X. ATTENUATA 'EAGLESTON' / EAGLESTON HOLLY SINGLE-TRUNK SPECIMEN	12-14" HT	20
	ILEX X. 'OAK LEAF' / OAK LEAF HOLLY	30 GAL	3
	PARROTIA PERSICA / PERSIAN PARROTIA	15 GAL	15
	QUERCUS LYRATA / OVERCUP OAK	2-5" CALIPER	4
	TAXODIUM DISTICHUM / BALD CYPRESS	2-1/2" CAL.	6
	LIARIS X. 'CATHEDRAL' / CATHEDRAL ELM	2-1/2" CAL.	4



1 PRELIMINARY LANDSCAPE PLAN

1"=50'-0"

B+D



The Racquet Club of Snowden Grove Planned Unit Development LANDSCAPE PLAN Southaven, Mississippi

The Racquet Club of Snowden Grove
Landscape Plan
Southaven, Mississippi

Revisions

Drawn By: MRL

Checked By: MRL

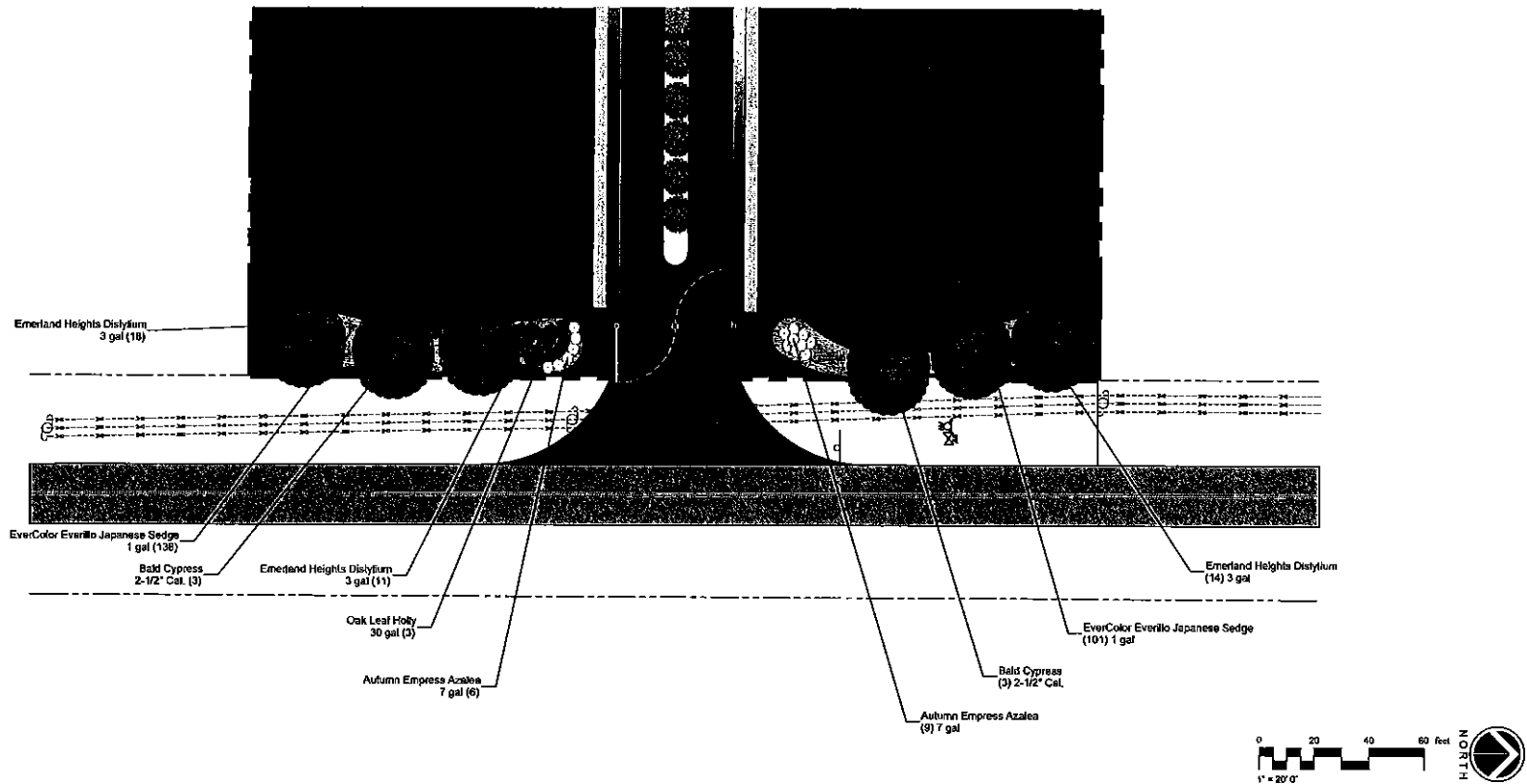
Scale: 1"=50' 0"

Date: 01/28/2025

Not for Construction

Preliminary
Landscape Plan

Exhibit
E



CITY OF SOUTHAVEN LANDSCAPE REQUIREMENTS

Sec. 13-10(f). - Landscape material design criteria.

All buffer yards, transitional areas, streetscapes and landscape isles/islands shall conform to the minimal requirements set forth below for all proposed designs including new development, replacement on an existing development site, or replacement design for a tree removal site:

- (1) Trees must be selected from the acceptable trees listed in Table B-1, Sec. 13-11 or approved administratively by the office of planning and development. Proposed trees must have a minimum three and one-half-inch caliper at the time of planting. Proposed landscaping trees which exceed six (6) inches in diameter at the time of planting may constitute a decrease in the total amount of landscaping needed on-site.
- (2) Shrubs or bushes must be approved in the overall design package submitted to the office of planning and development. Shrubs and bushes must have a minimum of three (3) gallons at the time of planting. Proposed landscaping shrubs which exceed five (5) gallons in size at the time of planting may constitute a decrease in the total amount of landscaping needed on-site.



Sec. 13-10(b). - Streetscapes.

Landscape areas shall be provided along all public road rights-of-way. The streetscape type to be used shall be dependent upon either the presence of parking or a vehicular drive aisle adjacent to the streetscape area.

- (1) Streetscape Type A shall be required where parking is located adjacent to the streetscape and facing the public right-of-way and shall consist of a twenty-foot wide area supplemented by a landscape island (ten (10) feet by twenty (20) feet minimum) in the parking area located every eight (8) spaces. Planting shall consist of one (1) major shade tree planted in each of the islands accompanied by a single, staggered row of evergreen shrubs supplemented by three (3) ornamental trees, planted twenty (20) feet on center, between each pair of shade trees.

- (2) Streetscape Type B shall be required where parking is not present but a vehicle drive aisle is located on the lot, adjacent to the streetscape and shall consist of a twenty-five-foot wide area. Planting shall consist of either B1 or B2. B1 consists of one (1) major shade tree planted every eighty (80) feet accompanied by a single, staggered row of evergreen shrubs supplemented by three (3) ornamental trees, planted twenty (20) feet on center, between each pair of shade trees. This type should be used to maintain continuity of landscape within a unified development.

- B2 consists of one (1) major shade tree planted every forty (40) feet accompanied by a single, staggered row of evergreen shrubs and a berm three (3) feet in height.

- (3) Streetscape Type C shall be required where the green space or lawn between a building and the public right-of-way is unbroken by parking or vehicular travel surfaces and shall consist of a twenty-five-foot wide area. Planting shall consist of one (1) major shade tree planted every forty (40) feet.

Sec. 13-10(c). - Parking lot landscaping.

- (a) Parking lot landscaping shall be provided at a ratio of three hundred (300) square feet of green space including one (1) shade tree for every ten (10) parking spaces or increment thereof. No parking space should be located farther than fifty (50) feet from a landscaped area.
- (b) Parking lot landscape shall be provided within curbed island planted.
- (c) Parking lot landscaping shall be located to delineate driving lanes, define rows of parking, and generally to mitigate the visual impact of parking lots.




The Racquet Club of Snowden Grove
Planned Unit Development
PLANTING PLAN
Southaven, Mississippi

The Racquet Club of Snowden Grove
Landscape Plan
Southaven, Mississippi

Revisions

Drawn By: MRL

Checked By: MRL

Scale: 1"=20' 0"

Date: 01/28/2025

Not for Construction

Preliminary
Planting Plan

Exhibit
E

GENERAL LANDSCAPE NOTES

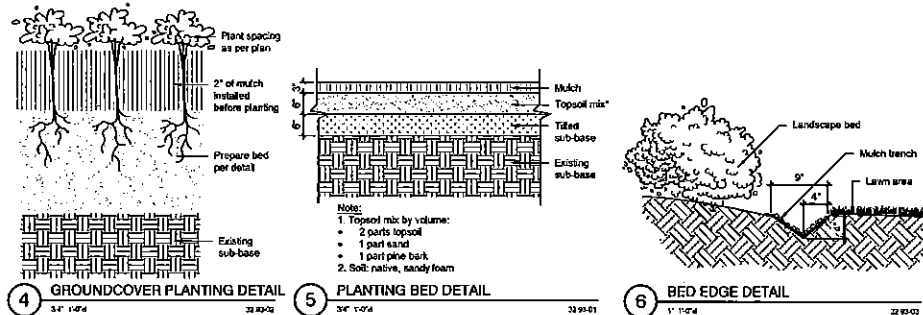
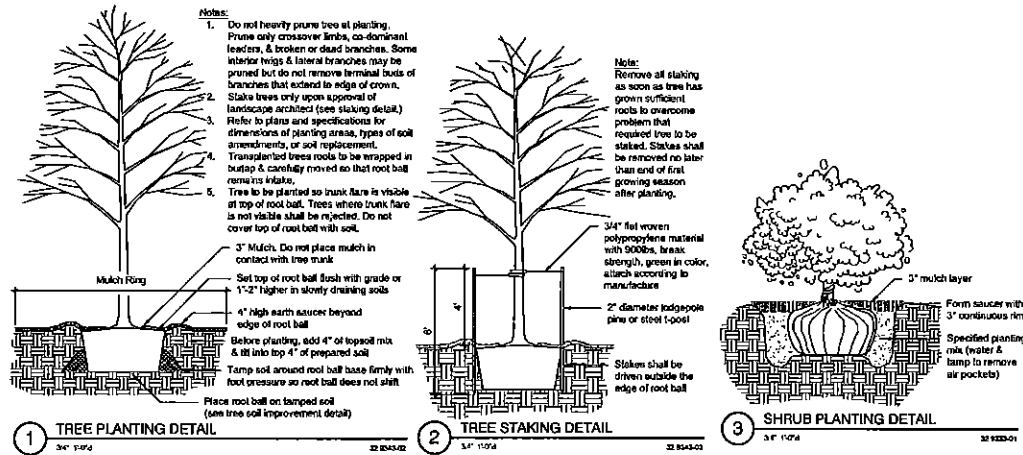
1. Tree locations does not take into account underground utilities and site lighting. Field adjustments may be necessary as to not conflict with utilities, overhead site lighting, & other site related elements. Any changes need prior approval by landscape architect.
2. Contractor to identify & clearly mark all utilities prior to work. Trees & shrubs are not to be planted in locations as to conflict with utilities. Any damage to utilities shall be contractors responsibility to repair or replace at no additional cost to owner.
3. All canopies trees in vehicular use areas & along walks shall be limbed up to a height of 8' to allow for clear views & movement underneath.
4. Verify all quantities on site to be certain plants fill area to be landscaped prior to any installation.
5. All work under this contract shall be guaranteed by landscape contractor to be free from defects in material & workmanship for a period of one calendar year or one full growing season, whichever is longer.
6. This one year period will begin from date of final acceptance by owner, except as otherwise agreed in writing by all parties to contract.
7. Theft, violent weather, & drought damage are the responsibility of landscape contractor, until final completion is given.
8. Contractor is responsible for replacing all plant material that dies within one year after planting with plant material of the required size within thirty days of the plant material's death. This period may be extended if weather conditions inhibit installation of new plant material's.
9. Construct mulch rings around base of all individual plantings in lawn areas to a width of 5' in dia. around trees.
10. Mulch all plantings with pine straw mulching material, unless otherwise noted. Install min. 4" deep in shrub & groundcover plantings and 3-4" deep at trees & pit plantings, & continuous mulch zones.
11. Spade edge all bedlines adjacent to turf areas. Lines should be true to form as shown and non-wavering.
12. Trees & large shrubs must be adequately supported, when necessary, to insure proper growth; & support removed when trees and shrubs are established.
13. Appropriate measures shall be taken to ensure that any landscaped area shall not be encroached upon by any type of vehicle. All landscaped areas must be protected by an approved encroachment barrier, or bumper stop. A vehicle may overhang a landscaped area, provided that a minimum width of four feet in landscaped area remains.
14. All landscaping soil & fill must be maintained and reasonably free from weeds, refuse, & debris at all times.
15. All landscape islands in parking area are to be excavated & filled with an approved topsoil to a minimum depth of eighteen inches for shrub plantings & three feet for tree plantings. Soil is to be prepared per details upon topsoil installation.
16. Plant shade trees a minimum of 6' away from utility lines—including water and sewer.

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT.	CANOPY	QTY.
TREES				
	ILEX X ATTENUATA 'EAGLESTONE' / EAGLESTONE HOLLY SINGLE TRUNK, SPECIMEN	12-14" HT	12'	20
	ILEX X 'OAK LEAF' / OAK LEAF HOLLY	30 GAL	6'	3
	PARROTIA PERSICA / PERSIAN PARROTIA	15 GAL	20'	13
	QUERCUS LYRATA / OVERCUP OAK	2.5" CALIPER	40'	4
	TAXODIUM DISTICHUM / BALD CYPRESS	2-1/2" CAL.	30'	8
	ULMUS X 'CATHEDRAL' / CATHEDRAL ELM	2-1/2" CAL.	40'	4
SYMBOL	BOTANICAL / COMMON NAME	SIZE	QTY.	
SHRUBS				
	AZALEA ENCORE 'AUTUMN EXPRESS' / AUTUMN EXPRESS AZALEA	7 GAL		15
	DISTYLIUM X DISTYLIUM 'EMERALD HEIGHTS' / EMERALD HEIGHTS DISTYLIUM	3 GAL		43
SYMBOL	BOTANICAL / COMMON NAME	CONT.	SPACING	
GROUND COVERS				
	CAREX OSHIMENSIS 'EVERILLO' TM / EVERICOLOR EVERILLO JAPANESE SEDGE	1 GAL	24" o.c.	

PLANT SCHEDULE & DETAILS

178



BHD



The Racquet Club of Snowden Grove Planned Unit Development PLANT SCHEDULE & DETAILS Southaven, Mississippi

The Racquet Club
of Snowden Grove
Landscape Plan
Southaven, Mississippi

Revisions

Drawn By: MRL

Checked By: MRL

Scale: AS SHOWN

Date: 01/26/2025

Not for Construction

Plant Schedule
& Details

**Exhibit
E**

PREPARED BY AND RETURN TO: Robin H. Rasmussen (MPR #104729) Dinkelspiel, Rasmussen & Mink, PLLC 1669 Kirby Parkway, Suite 106 Memphis, Tennessee 38120	Indexing Instructions: Northeast ¼ of Section 34, Township 1 South, Range 7 West; The Racquet Club Townhomes of Snowden Grove, Plat Book ____, Page ____; Southaven, Desoto County, Mississippi	Grantee: The Racquet Club Townhomes of Snowden Grove Homeowners Association, Inc. c/o: Keith S. Collins Company, LLC 3400 Players Club Parkway, Suite #100 Memphis, Tennessee 38125 (901) 753-4170 Grantor: The Racquet Club Townhomes of Snowden Grove, LLC. 270 Trace Colony Park Drive, Suite B Ridgeland, Mississippi 39157 601-345-2332
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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE RACQUET CLUB TOWNHOMES OF SNOWDEN GROVE

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE RACQUET CLUB TOWNHOMES OF SNOWDEN GROVE (this "Declaration") is made as of this ____ day of _____, 2025, by **THE RACQUET CLUB TOWNHOMES OF SNOWDEN GROVE, LLC**, a Mississippi limited liability company (the "Developer"), for that certain residential development situated in the City of Southaven, DeSoto County, Mississippi, commonly known as "The Racquet Club Townhomes of Snowden Grove".

WITNESSETH:

WHEREAS, the Developer owns that certain parcel of real property (the "Property", also "The Racquet Club Townhomes of Snowden Grove"), located on and abutting Malone Road, situated in the City of Southaven, DeSoto County, Mississippi, more particularly described on **EXHIBIT "A"**, attached hereto and made a part hereof; and

WHEREAS, the Property is to be divided into residential Lots (each a "Lot") as shown on those certain plat(s) of the Property to be prepared by the Developer and to be recorded in the Chancery Court Clerk's Office of DeSoto County, Mississippi (the "Clerk's Office"); and

WHEREAS, upon each Lot a residential townhouse structure (each a "Townhouse") will be constructed, with each Townhouse being part of a larger building (each a "Building") comprised of anywhere between two (2) to four (4) Townhouses, each situated on a separately conveyable Lot; and

WHEREAS, the plat for the first (1st) phase of The Racquet Club Townhomes of Snowden Grove has been recorded in the Clerk's Office in Plat Book ____, Page ____ (individually, the "Plat" and collectively, the "Plats"), with a copy of such plat being attached hereto and made a part hereof as **EXHIBIT "B"**; and

WHEREAS, The Racquet Club Townhomes of Snowden Grove Homeowners Association, Inc., a Mississippi non-profit corporation (the "Association"), has been formed to: (i) perform the maintenance, operation, repair, and replacement of certain common area (the "Common Area") as such will be shown on the Plats of the Property and may be conveyed to the Association; (ii) perform such other maintenance as otherwise provided in this Declaration, and (iii) administer the Property as provided by this Declaration; and

WHEREAS, the Association was created by the filing of those certain Articles of Incorporation (the "Articles"), attached hereto as **EXHIBIT "C"**, with the Mississippi Secretary of State, and is governed by those certain Bylaws of The Racquet Club Townhomes of Snowden Grove Homeowners Association, Inc. (the "Bylaws"), attached hereto as **EXHIBIT "D"**; and

WHEREAS, the Common Area either has or will be conveyed to the Association by the Developer; and

WHEREAS, it is to the benefit, interest, and advantage of the Developer, the owner of record of each Lot (each a "Lot Owner"), and each and every person or other entity hereafter acquiring any interest in the Property, that certain covenants, conditions, restrictions, easements, assessments, and liens governing and regulating the use and occupancy of the same be established, fixed, set forth, and declared as covenants running with the Property.

NOW, THEREFORE, in consideration of the premises, the Developer does hereby publish and declare that all of the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be in furtherance of a plan for the development and improvement of the Property, and the said covenants, conditions, restrictions, uses, limitations, and obligations shall run with the land and the Property and shall be a burden and a benefit to the Developer and any person or legal entity acquiring or owning any interest in any portion of the Property or any improvements thereon, their grantees, successors, successors in title, heirs, executors, administrators, devisees, and assigns.

ARTICLE I **DEFINITIONS**

Section 1. "ACC" – The Architectural Control Committee of the Association established by Article XII, Section 1 of this Declaration to administer the architectural covenants contained herein and promulgate certain architectural Rules and Regulations pertaining to The Racquet Club Townhomes of Snowden Grove.

Section 2. "Additional Property" – Real property not encumbered by this Declaration as of its original recordation which may become encumbered by this Declaration by its addition to this regime by the Developer pursuant to the provisions of Article III, Section 3 of this Declaration.

Section 3. "Articles" – The Articles, filed with the Mississippi Secretary of State, forming the Association as a corporate entity, a copy of which is attached to this Declaration as **EXHIBIT "C"**.

Section 4. "Assessment" – Whether annual or special, the financial assessment or charge levied on the Lot Owners in The Racquet Club Townhomes of Snowden Grove on an equal basis by the Association pursuant to the provisions of Article VIII of this Declaration to pay for any reserves of the Association and pay for the common expenses of the Association.

Section 5. "Association" – The Racquet Club Townhomes of Snowden Grove Homeowners Association, Inc., a Mississippi non-profit corporation.

Section 6. "Board" or "Board of Directors" – The Board of Directors elected by the Members of the Association to govern the Association pursuant to the Bylaws.

Section 7. "Builder" – Any person or entity designated in writing by the Developer.

Section 8. "Building" – A physical structure in The Racquet Club Townhomes of Snowden Grove consisting of two (2) to four (4) Townhouses.

Section 9. "Bylaws" – The governing Bylaws of the Association attached to this Declaration as **EXHIBIT "D"**.

Section 10. "Clerk's Office" – The Chancery Court Clerk's Office of DeSoto County, Mississippi.

Section 11. "Common Area" – The real property within The Racquet Club Townhomes of Snowden Grove owned or to be owned by the Association for the common use and benefit of the Lot Owners, which is to be maintained, operated, repaired, and replaced by the Association in accordance with the terms and provisions of this Declaration.

Section 12. "Common Area Expense" – The costs and expenses of the Association related to the maintenance, operation, repair, and replacement of the Common Area and more particularly provided in Article VII, Section 1(a).

Section 13. "Common Improvements" – Those items of personal property, fixtures, and/or equipment owned, operated, maintained, and replaced by the Association.

Section 14. "Declaration" – This Declaration of Covenants, Conditions, and Restrictions for The Racquet Club Townhomes of Snowden Grove.

Section 15. "Developer" – The Racquet Club Townhomes of Snowden Grove, LLC, a Mississippi limited liability company, and its successors or assigns.

Section 16. "Developer Control Period" – The time period during which The Racquet Club Townhomes of Snowden Grove remains under the absolute control of the Developer as provided by Article IV, Section 11 of the Declaration.

Section 17. "Developer Powers" – Those certain rights and authorities exclusive to the Developer during the Developer Control Period, which may be assigned in accordance with Article XVI, Section 9 of this Declaration.

Section 18. "Director" – An elected member of the Board of Directors.

Section 19. "Lot" – A plot, parcel, or lot of real property shown and depicted on a Plat of The Racquet Club Townhomes of Snowden Grove upon which a Townhouse has been or may be built.

Section 20. "Lot Owner" or "Owner" – the owner of record, as shown on the records of the Clerk's Office, of a Lot.

Section 21. "Managing Agent" – The professional agent retained by the Association to assist with the operation, governance, and management of the Association and The Racquet Club Townhomes of Snowden Grove in accordance with Article IV, Section 10 of this Declaration.

Section 22. "Member" – An owner of a Lot subject to this Declaration.

Section 23. "Party Wall" – Each wall (either interior or exterior) or fence which is built upon The Racquet Club Townhomes of Snowden Grove and placed on a dividing line between Lots.

Section 24. "Plat" – As of the recordation of this Declaration, the Plat of the Property attached hereto and made a part hereof as EXHIBIT "B", but in the event of the addition of any Additional Property to this regime, the original Plat and any plats of such Additional Property recorded in the Clerk's Office shall be known collectively as the "Plat".

Section 25. "Property" – The real property described on EXHIBIT "A", being The Racquet Club Townhomes of Snowden Grove.

Section 26. "The Racquet Club Townhomes of Snowden Grove" – One and the same as the Property. This residential development in its entirety, as it may be expanded from time to time, but as of the date of recordation being the real property described on EXHIBIT "A" and shown and depicted on EXHIBIT "B".

Section 27. "Townhouse" – The physical residential structure to be constructed on a Lot. Townhouses shall share a Party Wall(s). There will be two (2) to four (4) Townhouses in each Building.

Section 28. "Townhouse Maintenance Expense" – The costs and expenses of the Association related to the maintenance, operation, repair, and replacement of the exterior of the Townhouses and more particularly provided in Article VII, Section 1(b).

ARTICLE II

NARRATIVE DESCRIPTION OF THE DEVELOPMENT

Section 1. Narrative Description of The Racquet Club Townhomes of Snowden Grove. The Racquet Club Townhomes of Snowden Grove is a residential townhouse development situated in the City of Southaven, DeSoto County, Mississippi, that is anticipated to comprise of fifty-six (56) total lots upon completion of all phases in the development. The townhouses will be constructed in buildings comprising of two (2) to four (4) townhouses each. The owner of each Lot in The Racquet Club Townhomes of Snowden Grove shall be a Member of the Association and shall pay Assessments as more particularly provided in this Declaration. Certain drives in The Racquet Club Townhomes of Snowden Grove will be dedicated for public use. The Common Areas of The Racquet Club Townhomes of Snowden Grove may include: private drives, a dog park, traffic control features, parking spaces, greenspaces, landscaping, a clubhouse, and a pool. The Association shall be responsible for the maintenance, repair, and replacement of the Common Areas and Common Improvements in the development. Additionally, the Association shall be responsible for the landscaping of each Lot and the exterior maintenance of each Townhouse, as provided in this Declaration. The intent of this narrative description is solely to provide information regarding the

initial intent of the Developer regarding The Town development. In no event shall this Article supersede any other provision of this Declaration in the event of any conflict or inconsistency between this provision and any others in this Declaration. This Article is solely intended for descriptive purposes.

ARTICLE III **PROPERTY AND EASEMENTS**

Section 1. Property Subject to this Declaration. The Racquet Club Townhomes of Snowden Grove is more particularly described on **EXHIBIT "A"** and is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration. For the purposes of this Declaration a "Lot" shall be a Lot shown on the Plat, or any plats of the Property or Additional Property. The Developer may add Additional Property, as defined herein, to the Property as more particularly provided by this Declaration.

Section 2. Easements Shown on the Plats. Easements for the installation, operation, repair, and maintenance of utilities, fences, sidewalks, drives, walls, drainage facilities, and access thereto, landscaping, and planting and screens have been granted as shown on the Plat; and the conveyance of any of Lot within The Racquet Club Townhomes of Snowden Grove shall be made subject to such easements. From time to time, the Association, acting through its Board, may grant additional easements for similar purposes over the Common Area. Anything to the contrary notwithstanding during the Developer Control Period, the Developer shall have the authority to grant easements for the installation, operation, repair, and maintenance of utilities, fences, sidewalks, drives, walls, drainage facilities, and access thereto, landscaping, and planting and screens across the Common Area.

Section 3. Additional Property Subject to this Declaration. During the Developer Control Period, as such term is defined in Article IV, Section 11 of this Declaration, the Developer, or its assigns, may, in its sole and absolute discretion, amend this Declaration to add additional property ("Additional Property") to the Property encumbered by this Declaration as more particularly provided herein. Such Additional Property shall be encumbered by this Declaration. Upon the subdivision of the Additional Property as evidenced by the recordation of a plat of the Additional Property in the Clerk's Office, each lot on such plat shall be deemed a Lot in accordance with this Declaration and shall be bound and assessed as provided herein. Until such time as a plat of the Additional Property is recorded, such Additional Property shall be burdened by this Declaration, but it shall not be subject to any of the Assessments provided herein. Upon the recordation of such a plat, any owner of a Lot in such Additional Property shall be a Member of the Association and bound by the covenants, conditions, and restrictions of this Declaration.

Section 4. Development and Utility Easements.

(a) **Easement to Facilitate Development.** The Developer hereby reserves to itself and its successors and assigns a non-exclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of improvements on the Property, including without limitation: (i) temporary slope and construction easements; (ii) easements for the temporary storage (in a sightly manner) of reasonable supplies of building materials and equipment necessary to complete improvements; (iii) crane easements; (iv) easements for the construction, installation, and upkeep of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Property and the Additional Property, or reasonably necessary to serve the Property or the Additional Property; and (v) easements for ingress and egress as necessary to perform the foregoing.

(b) **Easement to Facilitate Sales.** The Developer hereby reserves to itself and its successors and assigns the right to: (i) use any Lots owned or leased by the Developer, any other Lot with written consent of the Owner thereof, or any portion of the Common Area as models, management offices, sales offices, a visitors' center, construction offices, customer service offices, or sales office parking areas

(provided, however, that the Developer shall remain responsible for the upkeep of that portion of the Common Area used exclusively for the foregoing purposes); (ii) place and maintain in any location on the Common Area and each Lot within ten feet (10') of any Lot boundary line abutting a public right-of-way or a private street or roadway, trails, paths, and sidewalks, street lights, street and directional signs, temporary promotional signs, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood, or masonry walls, or fences and other related signs and landscaping features, or to grant easements for the upkeep of any of the foregoing; and (iii) relocate or remove all or any of the above from time to time at the Developer's sole discretion. The Association is hereby granted an easement to perform the upkeep, replacement, or removal of any permanent structure or landscaping installed under clause (ii) above.

(c) Easement for Utilities and Related Services. The Developer hereby reserves to itself and to its successors and assigns, and also grants to the Association, the right to grant and reserve exclusive or non-exclusive, perpetual, or non-perpetual blanket easements over and through the Common Area and any Lot for the purpose of: (i) installing, constructing, operating, maintaining, inspecting, repairing, or replacing equipment used to provide to any portion of the Property or the Additional Property any utilities, including without limitation water, sewer, drainage, gas, electricity, telephone, television, telecommunications, fiber optic service, or street lighting, whether public or private; (ii) ingress and egress to install, construct, operate, maintain, inspect, repair, and replace such equipment; and (iii) storm water management and storm water drainage, as necessary or desirable for the orderly development of the Property or the Additional Property. Such easement may be granted to any person or entity providing the aforesaid utilities or installing, constructing, maintaining, inspecting, repairing, or replacing equipment related thereto. Any pipes, conduits, lines, wires, transformers, and any other apparatus necessary for the provision or metering of any utility may be installed or relocated only where permitted by the Developer, where contemplated on any site plan approved by the Developer (upon the termination of the Developer Control Period, such approval shall be by the Association). Equipment used to provide or meter such utilities or services may be installed above ground during periods of construction if approved by the Developer (upon the termination of the Developer Control Period, such approval shall be by the Association). The person or entity providing a service or installing a utility pursuant to this easement shall install, construct, maintain, repair, or replace the equipment used to provide or meter the utility as promptly and expeditiously as possible, and shall restore the surface of the land and the surrounding vegetation and improvements to their original condition (to the extent practical) as soon as possible. If the person or entity installing the utility or providing the service requests a specific easement across the Common Area or any Lot by separate recordable instrument, then the Developer, or the Association after the termination of the Developer Control Period, without Owner or Mortgagee approval, shall have the power to grant and convey such easement and to record an instrument locating such easement.

(d) Dedications and Easements Required by Governmental Authority. The Developer hereby reserves to itself and its successors and assigns, and also grants to the Association, the right to make any dedications and to grant or terminate any easements, rights of way, and licenses required by any government or governmental agency over and through all or any portion of the Common Area. The Developer also hereby reserves to itself and its successors and assigns, and also grants to the Association, an easement to make any corrections required by a governmental authority or utility and a right to grant and reserve easements or to vacate or terminate easements across all Lots and Common Area as may be required by any governmental agency or authority or utility company in connection with the release of bonds or the acceptance of streets for public maintenance with respect to the Property.

(e) Storm Water Management Easement. The Developer hereby reserves to itself and its successors and assigns, and also grants to the Association, an easement and the right to grant and reserve easements over, under, and through the Property for the construction and upkeep of storm water management facilities, including without limitation storm water retention areas, vaults, storm drainage inlets and pipes, and rain gardens as described or shown on the Plat or determined to be necessary after the

Developer Control Period. The Developer, and the Association after the Developer Control Period, shall also have the right to allow the owners of the Additional Property and other adjacent real estate to tie into the storm water management facilities for the Property; provided, however, that such owners pay that portion of the expense of upkeep for the storm water management facilities for the Property as may be deemed appropriate by the Developer.

(f) Easement to Correct Drainage. The Developer reserves to itself and its successors and assigns, and also grants to the Association, an easement and right on, over, and under the ground within each Lot and the Common Area to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance, including any necessary right of access. Such right expressly includes the right to cut any trees, bushes, or shrubbery, to regrade the land, or to take any other similar action reasonably necessary, following which the Developer or Association, as applicable, shall restore the affected Property to its original condition as near as practical.

(g) Duration of Development Rights; Assignment. The rights and easements reserved by or granted to the Developer pursuant to this section shall continue throughout the Developer Control Period, unless specifically stated otherwise. The Developer may assign its rights under this section to, or share such rights with, one or more other persons or entities, exclusively, simultaneously, or consecutively as more particularly provided in this Declaration.

Section 5. Easement for Upkeep.

(a) Association Access. The Developer, on behalf of itself and its successors and assigns, hereby grants the right of access over and through any portion of the Property (excluding any dwelling) to the Association, and its agents, in the exercise and discharge of their respective powers and responsibilities, including without limitation to make inspections, correct any condition originating in a Lot or in the Common Area threatening another Lot or the Common Area, correct drainage, perform installations or upkeep of utilities, landscaping, or other Common Improvements located on the Property, or correct any condition which violates this Declaration. The Association, and its agents, may also enter any portion of the Property (excluding any dwelling) in order to utilize or provide for the upkeep of the areas subject to easements granted in this Article to the Association. Each Owner shall be liable to the Association for the cost of all upkeep performed by the Association and rendered necessary by any act, neglect, carelessness, or failure to comply with this Declaration for which such Owner is responsible, and the costs incurred by the Association shall be assessed against such Owner's Lot in accordance with Article VIII.

(b) Developer Access. Until the expiration of any applicable warranty period, the Developer hereby reserves to itself and its successors and assigns a right of access over and through the any portion of the Property (not within a dwelling) to perform warranty-related work within the Common Area or the Lots. The Developer may assign its rights under this subsection to, or share such rights with, one or more other persons or entities, exclusively, simultaneously, or consecutively.

(c) Entry into Improvements. If entry to an improvement or a dwelling is reasonably required by any person or entity pursuant to this section, a request for entry shall be made in advance and such entry shall be made, to the extent practicable, at a time reasonably convenient to the Owner. In case of an emergency, however, such right of entry to any improvement shall be immediate.

Section 6. Easements for Encroachments. If any improvement on any Lot or portion of the Common Area now or hereafter encroaches on any other portion of the Property by reason of: (i) the original construction thereof; (ii) deviations within normal construction tolerances in the upkeep of any improvement; or (iii) the settling or shifting of any land or improvement, an easement is hereby granted to the extent of any such encroachment for the period of time the encroachment exists. The Owner of the encroaching improvement shall also have an easement for the limited purpose of upkeep of the encroaching improvement. This easement does not relieve any person from liability for such person's negligence or willful misconduct or excuse the violation of any applicable governmental ordinance or statute.

Section 7. Easement for Support. To the extent that any portion of the Property now or hereafter supports or contributes to the support of any other portion of the Property, the former is hereby burdened with an easement for the lateral and subjacent support of the latter.

Section 8. Easement for Emergency Access. An easement over and through all or any portion of the Common Area is hereby granted to the City of Southaven and DeSoto County, Mississippi, for police, fire, ambulance, and other rescue personnel in the lawful performance of their functions during emergencies.

ARTICLE IV **THE ASSOCIATION**

Section 1. Creation and Purposes. The Association is a Mississippi non-profit corporation organized and existing under the laws of the State of Mississippi, charged with the duties and vested with the powers prescribed by law and set forth in this Declaration and the Bylaws. The Association does not contemplate pecuniary gain or profit to its Members. No part of any net earnings shall be paid to any Owner, and as such they will have no interest in or any title to any of the property or assets of the Association except upon its dissolution. Nothing shall prohibit the Association from reimbursing its Members, the Directors, or the Managing Agent for services performed or for all reasonable expenses incurred in performing services for the Association. The purposes for which the Association is organized include, but are not limited to:

- (1) own the Common Area and Common Improvements;
- (2) provide for the maintenance, operation, repair, and replacement of the Common Area; Common Improvements; and, to the extent provided in this Declaration, the exterior of the Townhouses;
- (3) establish and administer the architectural, streetscaping, landscaping, and maintenance standards governing The Racquet Club Townhomes of Snowden Grove;
- (4) adopt or amend any reasonable Rules and Regulations not inconsistent with this Declaration;
- (5) provide services for the benefit of the Owners of the Lots and the occupants of The Racquet Club Townhomes of Snowden Grove in their use of the Common Area;
- (6) adopt an annual budget and impose, collect, and disburse Assessments and charges to defray the common expenses of the Association for the Common Area and the common maintenance of the Townhouses as provided by this Declaration; establish the means and methods of collecting such Assessments; and establish the period of the installment payment, if any, of the annual Assessment in accordance with this Declaration;
- (7) exercise all other powers and perform all duties and obligations of the Association as set forth in this Declaration and the Bylaws with respect to all or any portion of the Common Area or the Association's obligation with regards to the maintenance of the Townhouses as provided in this Declaration; and
- (8) exercise the powers now or hereafter conferred by law on Mississippi non-profit corporations as may be necessary or desirable to accomplish the purposes set forth above.

The Association may exercise any other right or privilege given to it expressly by this Declaration, the Bylaws, or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 2. Members. Every person, being an individual, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof, who is a record owner of a fee or undivided fee interest of any Lot within The Racquet Club Townhomes of Snowden Grove shall be a Member of the Association, provided, however, that anyone who holds such interest solely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot within The Racquet Club Townhomes of Snowden Grove. Ownership of such Lot shall be the sole qualification for membership in the Association.

Section 3. Voting Rights. The Owner(s) of record in the Clerk's Office of each Lot within The Racquet Club Townhomes of Snowden Grove each shall be entitled to one (1) vote per Lot. If spouses are the Owners, collectively, of a Lot in The Racquet Club Townhomes of Snowden Grove, such spouses, while both Members, will have one (1) vote between them in all matters put before the Membership. If a corporation, partnership, limited liability company, or any other such legal entity shall own a Lot, then such entity shall register with the Secretary of the Association the name and office of the individual who will represent such entity at any meeting of the Members and cast such entity's vote.

Section 4. Secured Parties. No individual or legal entity holding title to a Lot as security for any debt or obligation shall be considered as Owner of such Lot, and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any question or matter affecting the administration of the Association.

Section 5. Voting. At every meeting of the Members, each of the Members shall have the right to cast his votes on each question. The vote of the Members, in person or by proxy, representing fifty-one percent (51%) of the total votes cast at such meeting, provided a quorum exists, with respect to any questions shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute or of the Charter, or this Declaration, or of the Bylaws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one (1) person may be exercised by any of them present at any meeting unless any objection or protest by the other Owner of such membership is noted at such meeting. In the event all of the co-Owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for the membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. Anything in this Declaration or the Bylaws to the contrary notwithstanding, so long as the Developer owns a Lot in the Property, the Developer shall be allocated one hundred (100) votes per Lot on any matter before the Association.

Section 6. Proxies. Every Member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be filed with the Secretary of the Association before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

Section 7. Quorum. The presence, either in person or by proxy, of Members representing at least thirty percent (30%) of the total votes entitled to be cast shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of the Members. If the number of Members at a meeting drops below the required quorum level and the question of a lack of quorum is raised, no business may thereafter be transacted.

Section 8. Bylaws. The Association shall be governed by those certain Bylaws attached hereto and made a part hereof as **EXHIBIT "D"**.

Section 9. Management. After the termination of the Developer Control Period, the Association shall not be self-managed, but shall retain professional management (the "Managing Agent") to assist the Board in the management of the Common Area and the operation of the Association. The management of the Association is addressed in Article IV, Section 10 of this Declaration.

Section 10. Managing Agent.

(a) **Compensation.** The Association shall employ for the purpose of administering The Racquet Club Townhomes of Snowden Grove a "Managing Agent" at compensation to be established by the Association.

(b) **Requirements.** The Managing Agent shall be a *bona fide* business enterprise, unaffiliated with the Developer, which manages multi-structure, residential communities. Such firm or its principals shall have a minimum of two (2) years' experience in community management and shall employ persons possessing competence in the technical skills necessary for the proper management of The Racquet Club Townhomes of Snowden Grove. The Managing Agent must be able to advise the Association regarding the administrative operation of The Racquet Club Townhomes of Snowden Grove and shall employ or recommend personnel knowledgeable in the areas of community association law, insurance, accounting, contract negotiation, and property management. Alternatively, the Managing Agent may be a full-time employee of the Association who shall organize, staff, train, and administer the in-house personnel solely to manage The Racquet Club Townhomes of Snowden Grove.

(c) **Duties.** The Managing Agent shall perform such duties and services as the Association shall direct from time to time.

(d) **Standards.** The Association, by and through its Board, shall impose appropriate standards of performance upon the Managing Agent. Unless the Managing Agent is instructed otherwise by the Association:

- (1) no remuneration shall be accepted by the Managing Agent from vendors, independent contractors, or others providing goods or services to the Association whether in the form of commissions, finders fees, service fees, or otherwise; any discounts received shall benefit the Association;
- (2) any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Manager; and
- (3) a financial report shall be prepared for the Association at least quarterly, containing: (i) an "income statement" reflecting all income and expense activity for the preceding period; (ii) an "account activity statement" reflecting all receipt and disbursement activity for the preceding period on a cash basis; (iii) an "account status report" reflecting the status of all accounts in an "actual" versus "projected" (budget) format; (iv) a "balance sheet" reflecting the financial condition of the Association on an unaudited basis; (v) a "budget report" reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent (10%) of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and (vi) a "delinquency report" listing all Owners who are delinquent in paying Assessments and describing the status of any actions to collect such Assessments.

(e) Limitations. The Association shall employ a Managing Agent for an initial term not to exceed two (2) years; provided, however, that the terms of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year terms. Any contract with the Managing Agent must provide that it may be terminated, without payment of a termination fee, without cause on no more than ninety (90) days' written notice, and with cause on no more than thirty (30) days' written notice.

Section 11. Developer Control Period. Any provision of this Declaration, the Bylaws, or the Charter to the contrary notwithstanding, the Developer, its successors or assigns, shall retain total and absolute control over the Property, the addition of property to this Declaration, and the development of the Property and any Additional Property, and the improvements thereon (including without limitation, the Architectural Control Committee), until: (i) all of the Lots or other real property (being raw land, not including Common Area, which is otherwise unsubdivided) at The Racquet Club Townhomes of Snowden Grove has been sold to parties intending to use such property for solely residential purposes; (ii) all single-family residences on such Lots are substantially complete (meaning for the purposes of this section, a certificate of occupancy has been issued by the appropriate governmental authority); and (iii) any development bond or similar security instrument securing the Developer's orderly development of The Racquet Club Townhomes of Snowden Grove has been properly released by the appropriate governmental parties. The foregoing notwithstanding, the Developer, in its sole discretion, may terminate the Developer's Control Period at any time as provided herein. Upon the termination of the Developer Control Period the Developer shall record in the Clerk's Office at the Association's sole cost and expense a notice terminating the Developer Control Period (the "Termination Notice"). Within thirty (30) days of the recordation of the Termination Notice in the Clerk's Office, the Developer shall call the first (1st) annual meeting of the Association in accordance with its Bylaws in order to elect Directors for the Association from the Lot Owners. The period described in this Article IV, Section 11 shall be known and defined in this Declaration as the "Developer Control Period".

If the Developer fails to timely convey to the Association all of the Common Area, the DeSoto County Real Property Tax Assessor and the Clerk's Office, at their respective discretion, may rely upon the following covenant of the Developer in order to place the Association as the record owner of the Common Area: The Developer hereby covenants for itself and its successors and assigns that, by conveying the first (1st) Lot in The Racquet Club Townhomes of Snowden Grove to a third party, the Developer will be deemed to have quitclaimed to the Association all of its right, title, and interest in and to the Common Area at The Racquet Club Townhomes of Snowden Grove and in and to all improvements constructed by Developer thereon.

Section 12. Liability of Members. The Members and the members of any committee of the Association shall not be liable to the Association or any Owner for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Members shall have no personal liability with respect to any contract made by them on behalf of the Association. No Owner shall be liable for the contract or tort liability of the Association by reason of ownership or membership therein.

ARTICLE V
PROPERTY RIGHTS AS TO THE COMMON AREA

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

- (a) The right of the Board of the Association to adopt reasonable rules and regulations (the "Rules and Regulations") for the benefit of the Owner in accordance with the Bylaws;
- (b) The right of the Association, in accordance with its Charter and Bylaws, to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof to manage said Common Area; and
- (c) No action by the Association affecting the maintenance or use of the Common Area shall unreasonably prevent any Lot Owner from using the appropriate Common Areas for ingress and egress to his Lot.

Section 2. Fence, Landscaping, and Entry Monument Sign. The Association, by and through its Board of Directors, may decide from time to time to construct and maintain a perimeter fence or fences on the Common Area, certain common landscaping, the construction of an entry monument sign(s), and certain other common amenities (collectively, the "Common Improvements"). The Common Improvements shall include, but not be limited to, the clubhouse, pool, all private drives, and parking areas within The Racquet Club Townhomes of Snowden Grove. In the event such Common Improvements are constructed, the Association shall be solely responsible for all costs and expenses associated with the maintenance, operation, repair, and replacement of the Common Improvements. Any Common Improvements constructed must comply with any applicable governmental regulations. The Developer, in its sole and absolute discretion and in accordance with this Declaration, may amend this provision to add additional Common Improvements on additional property located on the Additional Property as may be necessary.

ARTICLE VI
COMMON AREAS

Section 1. Common Area. The Common Area of the Property includes those common open spaces conveyed to the Association, including but not limited to those shown on any Plats of the Property and the Additional Property, and any easements in favor of the Association.

Section 2. Member Easement. Every Member shall have the right and easement of enjoyment in and to the Common Area, except as provided in Article V, Section 1, and such easement shall be appurtenant to and shall pass with the title to every Lot subject to the right of the Association to regulate such use and such other action as may be permitted by law in effect from time to time. The right of a Member to use the Common Area may be constrained by the Rules and Regulations of the Association, as promulgated in writing, from time to time, by the Board of Directors as noted in Article V, Section 1.

Section 3. Powers of the Association as to the Common Area. The Association may, at any time, as to the Common Area and Common Improvements controlled, conveyed, leased, assigned, or transferred to it, or otherwise placed under its jurisdiction or control, in the discretion of the Board of Directors, without any approval of the Members being required:

- (a) Operate, maintain, reconstruct, repair, replace or refinish any improvements or portion thereof upon any such area in accordance with (i) the last plans thereof approved by the Board of Directors, (ii) the original plans for the improvement, or (iii) if neither of the foregoing is applicable and if such improvement was previously in existence, then in accordance with the original design, finish, or standard of construction of such improvement as same existed;
- (b) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs, and ground cover to the extent that the Board of Directors deems necessary for the conservation of water and soil and for aesthetic purposes;
- (c) Do all such other and further acts which the Board of Directors deems necessary to preserve and protect the Common Area and the beauty thereof, in accordance with the general purposes specified in this Declaration; and
- (d) The Board of Directors shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area.
- (e) The Board of Directors may, from time to time, promulgate written rules and regulations regarding the use of the Common Area and Common Improvements.

Section 4. Destruction of Common Area and Common Improvements. In the event the Common Area or the Common Improvements are damaged or destroyed through the intentional or negligent act of any Member or any person for whom such Member is legally responsible, such Member does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good, workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by said Member, upon demand, to the Association, and the Association may enforce collection of same in the same manner and subject to the same conditions as provided elsewhere in this Declaration for collection and enforcement of Assessments.

Section 5. Cluster Box Units (CBUs). Upon the Common Area the Association shall maintain, repair, and replace any all such cluster box units ("CBUs") as may be installed by the Developer in accordance with applicable U.S. Postal Service regulations to be used for the distribution of mail by the U.S. Postal Service to the Lot Owners. Except as provided herein, the CBUs shall be maintained, repaired, and replaced by the Association in accordance with any relevant and applicable governmental statutes, rules, and/or ordinances issued by the U.S. Postal Service, the Postmaster General, or any other applicable governmental authority, as such may be amended from time to time. While the Association will maintain, repair, and replace the CBUs, the keys for the box allocated to each Lot shall be the personal property of Owner of such Lot. Each Lot Owner shall be solely responsible for the key to their respective box and the maintenance, repair, and replacement of the lock (and any necessary rekeying thereof) of such box. The Association, by and through its Board, may promulgate reasonable Rules and Regulations regarding the use of the CBUs.

ARTICLE VII **MAINTENANCE AND REPAIR**

Section 1. Association Responsibilities.

(a) **Common Area and Common Improvements.** The Association shall provide and pay for all maintenance, operation, repair, replacement, and expenses for the Common Area and the Common Improvements. The real property taxes for the Common Area, if any, shall also be paid for by the Association. The costs of such maintenance, operation, repair, replacement, and expenses related to the

Common Area and the Common Improvements, including but not limited to any real estate taxes, shall be a common expense allocated amongst the Lot Owners as provided in this Declaration (the "Common Area Expense"). These responsibilities are not exclusive and the Association, by appropriate vote, may elect to pay other items. The Developer may loan funds, as necessary, to the Association to cover the costs of any obligations of the Association to maintain and repair the Common Area and Common Improvements during the Developer Control Period.

(b) Maintenance of Townhouses. As to any Townhouse constructed in The Racquet Club Townhomes of Snowden Grove, the Association shall be responsible for the maintenance, operation, repair, replacement, and expenses of the exterior of the Townhouse, including but not limited to the roof, gutters, downspouts, shutters, skylights, siding, slab, exterior faucets, exterior lighting, and porch. The Association shall maintain, repair, and replace any and all exterior windows (including any and all jambs, weather stripping, molds, framing, sashes, mullions, glass, transoms, and related hardware), exterior doors, and garage doors at the cost and expense of the Owner of the Townhouse to which such element is appurtenant. The Association shall be responsible for repainting the exterior surfaces of any Townhouse as deemed necessary by the Association in its reasonable discretion. The Association shall also be responsible for the maintenance, repair, and replacement of the landscaping on each Lot, including but not limited to any installed sprinkler system. In the event such is installed, the Association shall be solely responsible for any and all centralized fire detection, fire suppression, and sprinkler equipment systems (collectively, the "Fire Equipment") at The Racquet Club Townhomes of Snowden Grove (not to include any fire detection equipment installed in a Townhouse by an Owner). Further, the Association shall have a reasonable right of access into each Townhouse to perform any maintenance, repair, or replacements required to be performed by the Association and to inspect, maintain, repair, and replace any and all such Fire Equipment. The costs and expenses of the maintenance, operation, repair, and replacement required of the Association by this subsection shall be a common expense of the Association allocated amongst the Lot Owners as provided in this Declaration (the "Townhouse Maintenance Expense").

Section 2. Individual Lot Owners. Each Owner of a Lot shall be responsible for all interior maintenance, painting, repair, and upkeep of the Townhouse constructed on his Lot and the improvements thereon (such interior maintenance shall include any attic and the interior of any garage associated with the Townhouse). Except for maintenance, repairs, and replacements that are expressly the responsibility of the Association hereunder, each Lot Owner shall be solely responsible for all maintenance, repairs, and replacements required in such Owner's Townhouse, including without limitation with regard to the HVAC equipment, water heater, and furnace servicing his or her Townhouse wherever such equipment is located. Each Lot Owner shall be solely responsible for any and all wires, pipes, lines, and conduits providing or supplying water, sewer, gas, electricity, phone, internet, cable, or other such utilities to his or her Townhouse wherever located.

Section 3. Party Walls. Each wall (either interior or exterior) or fence which is built upon the Property and placed on a dividing line between Lots shall constitute a "Party Wall", and to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Lot Owners who make use of the Party Wall. If a Party Wall is destroyed by fire or other casualty, any Lot Owner who uses the wall may restore it, and the other Owner who makes use of the wall shall contribute to the cost of restoration thereof on an equal basis, without prejudice, however, to the other Lot Owner under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision of this Article, a Lot Owner, who by his negligent or willful act causes a Party Wall to be damaged shall pay the replacement cost, except to the extent insurance shall provide payment. A Lot Owner who by his negligent or willful act or omission causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing protection against such elements, except to the extent that insurance shall provide such payment.

The right of any Lot Owner to contribution from any other Lot Owner under this Article shall run with the Lots and the Property and shall pass to each Lot Owner's respective successors in title.

ARTICLE VIII **ASSESSMENTS**

Section 1. Annual Assessments. Each Member hereby covenants and agrees to pay to the Association annual Assessments or charges, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual Assessments, together with any fees and attorney's fees related thereto and costs of collection thereof, as hereinafter provided, shall be a continuing lien and charge upon each Lot against which each such Assessment is made, and the sale or transfer of any such Lot shall not affect the validity of the Assessment lien. Each such Assessment, together with any fees related thereto, costs, interest, and reasonable attorney's fees shall also be the personal obligations of the Owner of record of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Use of Annual Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of: (i) operating, maintaining, repairing, and replacing the Common Area and Common Improvements as provided in Article VII, Section 1(a); (ii) fulfilling the Association maintenance obligations with regards to Townhomes as provided in Article VII, Section 1(b); and (iii) addressing any other purpose deemed reasonable or necessary by the Board of Directors.

Section 3. Setting of Annual Assessments. The initial annual Assessment for each Lot for the year of recordation of this Declaration shall be set by the Board of Directors, in its discretion. Subsequent to the year of recordation of this Declaration, the annual Assessment shall be set annually by the Board of Directors, after consideration of current operating and maintenance costs and future needs of the Association. Upon determining the budget of the Association, the Board of Directors shall assess each Lot in The Racquet Club Townhomes of Snowden Grove equally on a *pro rata* basis.

Section 4. Procedure for Enforcement. The Association, by and through its Board, may also establish procedures to ensure compliance with the provisions of this Declaration.

Section 5. Commencement of Annual Assessments. The annual Assessments provided for herein shall commence as to each Lot on the first day of the month following the recordation of this Declaration. The calendar year following the recordation of this Declaration, the Board shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of the due date of each annual meeting of the Members; but in the absence of such action by resolution of the Board of Directors, the annual Assessment shall be in the amount last fixed. Written notice of the annual Assessment shall be sent to every Member on an annual basis. The annual Assessment shall be paid as set by the Board (i.e., the Board may require annual, quarterly, or monthly payment of Assessments). The due dates of each installment of the Assessments may be established by resolution of the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. Anything in this Declaration to the contrary notwithstanding, (i) the Common Area Expense as to each Lot shall commence upon the recordation of this Declaration, provided such Lot is shown on a Plat of The Racquet Club Townhomes of Snowden Grove as of the date of recordation of this Declaration, and (ii) the Townhouse Maintenance Expense as to each Lot shall commence only upon the completion of construction of a Townhouse (for the purposes of this section, the construction of a Townhouse shall be deemed to be completed upon the conveyance of the Townhouse from the Developer or a Builder to an Owner). Until the Townhouse Maintenance Expense commences as to a Lot, the Board of Directors shall not factor such costs

and expenses related to such Lot into the Assessments allocated amongst the Owners. Any Assessment shall be prorated for the month of its commencement. Anything in this Declaration to the contrary notwithstanding, the Developer shall be exempt from the payment of Assessments. For the purposes of this Declaration, the "Builder" shall mean those entities designated in writing by the Developer during the Developer Control Period as a Builder which own Lots in The Racquet Club Townhomes of Snowden Grove primarily for the purpose of constructing residential improvements for sale to third parties (for the purposes of this section a bank or other such financial institution cannot be a Builder).

Section 6. Subordinate to Lien of Deed of Trust/Mortgage. The lien of the Assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage or deed of trust on any Lot and to the lien of *ad valorem* real estate taxes. The lien established by this Declaration shall have preference over all other mortgages, deeds of trusts, assessments, liens, judgments, or charges of whatever nature. Foreclosure, sale, or other conveyance (such as a deed in lieu of foreclosure) pursuant to any such mortgage or deed of trust shall extinguish such lien for Assessments due prior to such foreclosure or sale, but only if such Assessments and all costs associated therewith, including attorney's fees, were paid in full prior to the date of recordation of the mortgage or deed of trust (but such Assessment lien shall attach to any excess proceeds of the foreclosure), and no such foreclosure or sale shall relieve such Lot from liability for any future Assessments or liens.

Section 7. Effect of Non-Payment of Assessments.

(i) Delinquent Payment of Assessments. Any payment of an Assessment which has not been received by the Association within thirty (30) days from the time when it becomes due shall be delinquent without further notice to the Owner of record of the Lot which is delinquent. Such delinquent Assessment, together with a reasonable late fee, such late fee to be subject to change from time to time by the Board in its sole discretion; the costs and expenses of collection; interest; and a reasonable attorneys' fee shall be a charge upon the Lot and shall be a continuing lien upon the Lot until fully paid, and shall further be a personal obligation of the persons who own such Lot at the time when the Assessment was made. The personal obligation for a delinquent Assessment, interest, costs, expenses, and a reasonable attorneys' fee shall not pass to such Owner's successors in title unless expressly assumed by them. The said lien securing any unpaid Assessments shall be subordinate to liens for real estate taxes on the Lot and to mortgages and other liens of record on such Lot recorded or attaching prior to the time when said lien for unpaid Assessments shall attach. The said lien for unpaid Assessments shall take precedence over any subsequent judgment, attachment, or claim of title of any trustee in bankruptcy.

(ii) Enforcement of Liens. A lien for unpaid Assessments may be enforced by suit brought in the name of the Association, acting on behalf of the Lot Owners, in a like manner as the enforcement of a lien is provided by the laws of the State of Mississippi. Without prejudice to its right to bring such a suit for enforcement, the Association, at its option, may enforce collection of delinquent Assessments by any other competent proceeding, in any event, or in the event the Association is required to defend in any cause, matter, or litigation brought by a Lot Owner or any party on behalf of a Lot Owner any lien created by this Declaration, the Association shall be entitled to recover in such action, suit, or proceeding, the Assessments which are delinquent at the time of judgment or decree, together with interest thereon at the highest legal rate of interest per annum from the date of delinquency (or such other annual rate of interest as may be set forth in the Bylaws, which rate shall be permitted by Mississippi law) and all costs incident to the collection or defense in the action, suit, or proceeding, including, but not limited to, reasonable attorneys' fees and court costs.

(iii) Notice of Lien. This Declaration creates a lien on each and every Lot within the Property in favor of the Association and for the benefit of all Members to secure payment to the Association of any and all Assessments and other sums levied against any and all Members and their respective Lots, together with late

payment fees, interest, and all costs of collection therewith, including actual attorney's fees incurred. If such Assessment is not paid when due, the Board may elect to record a notice of lien on behalf of the Association against the Lot of which such Assessment is delinquent, said notice of lien to be recorded in the Clerk's Office. Such notice of lien shall be executed and acknowledged by the principal officer of the Association or any other officer of the Association authorized in writing by the Board or the Association's duly authorized managing agent, and shall contain substantially the following information:

1. The name of the Association;
2. The name of the delinquent Member(s) at the time of the recording of the notice of lien;
3. A brief legal description of the Lot owned by the delinquent Member and the street address of such Lot;
4. The total amount claimed to be due on the lien for the amount of the unpaid Assessments currently due or past due, any late payment fees, costs of collection, interest, and attorney's fees;
5. The date of issuance of the notice of lien;
6. The current address of the Association and the name and current address of the person to contact to arrange for payment or release of the lien;

Any such lien may be enforced by the Board of Directors in any manner provided by any applicable law of the State of Mississippi, as the same may be modified or amended.

Section 8. Assessments Uniform. Subject to the provisions of Article VIII, Section 5 of this Declaration regarding the commencement of Assessments, any and all Assessments must be fixed at a uniform rate for all Lots. It is the intent of this provision that Assessments shall be uniform against any and all Lots upon which the levying of Assessments has commenced.

Section 9. Special Assessments. In addition to the regular, annual Assessments authorized by this Declaration, the Association may, from time to time, levy in any Assessment year a special Assessment or Assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of an improvement for which the Association is specifically responsible, or for such other purposes as the Board may consider necessary. A Lot not subject to the regular Assessments, pursuant to Article VIII, Section 5 of this Declaration, shall also not be subject to special Assessments. In other words, the Developer shall not be subject to any special Assessments.

Section 10. Transfer Assessments. There shall be due at the sale of any Lot (the "Sale of any Lot") an Assessment (the "Transfer Assessment") in the amount of one-quarter of one percent (0.25%) of the sale price (the "Sale Price"). The "Sale of any Lot" shall mean the sale, transfer, conveyance, lease-purchase or contract for deed of any ownership interest in a Lot, or any part thereof, whether or not there is a transfer of one hundred percent (100%) of such ownership interest. The Sale of any Lot shall not include: (i) a transfer by devise, inheritance, or operation of law; (ii) the conveyance to a living trust the owners of which are the Lot Owner(s) or their spouse, child, parent, or sibling; (iii) to any spouse, child, parent, or sibling of a Lot Owner who acquires title by *inter vivos* conveyance from a Lot Owner; or (iv) the judicial or non-judicial foreclosure, or acceptance of a deed in lieu of foreclosure, by the beneficiary under a deed of trust or mortgage. "Sale Price" shall mean any consideration paid at closing, whether paid in cash or in kind, or evidenced in whole or in part by a note secured by the Lot. Sale Price shall be not less than the consideration paid at closing or the value of the Lot and the improvements thereon, whichever is greater. The Transfer Assessment shall be collected at the closing of the Sale of any Lot and shall be a continuing lien upon the Lot collectible in the same manner as other Assessments under this Declaration. The Board of Directors may utilize the Transfer Assessment for working capital, reserve funds, any purpose set forth in this Declaration or the Bylaws, or for any other purpose approved by the Board of Directors.

ARTICLE IX
RESTRICTIVE COVENANTS

Section 1. Residential Use. Except as may otherwise be provided herein, all Lots within The Racquet Club Townhomes of Snowden Grove shall be known and described as primarily residential lots except for the Common Area, which shall be for Common Area amenities.

Section 2. Architectural Standards.

- A. No structure shall be erected on any Lot other than one (1) single family residence and additional structures expressly permitted by this Declaration and the Rules and Regulations.
- B. All single-family residences shall have a minimum of a one (1) car enclosed garage.
- C. All single-family residences shall have a minimum heated square footage of eighteen hundred square feet (1,800 sq.ft.), exclusive of any open porches or garages.
- D. All single-family residences constructed on a Lot must be substantially complete within eighteen (18) months from the date of commencement of construction.
- E. For the purposes of this Declaration, the rear yard of a Lot shall mean that portion of a lot which lies behind the planar extensions of the last rear wall (i.e., opposite of the public right-of-way, or in the event the Lot is a corner Lot, opposite of the public right-of-way upon which the main entrance to the residence is located) of the improvements constructed on the Lot.

Section 3. Prohibited Uses and Nuisances. In order to provide for a congenial occupation of the homes within The Racquet Club Townhomes of Snowden Grove and to provide for the protection of the values of the entire development, the use of the residences shall be in accordance with the following provisions:

(a) Each Lot shall be used primarily for residential purposes. Anything in this Declaration to the contrary notwithstanding, no recurring business activity of any kind whatsoever shall be conducted on any Lot (for the purposes of this Declaration, "recurring business activity" does not prohibit telecommuting, but does prohibit increased business traffic to and from the Lot and business activities that constitute a nuisance to the primarily residential use of The Racquet Club Townhomes of Snowden Grove by the Lot Owners as determined by the Board in its sole and reasonable discretion). All buildings or structures erected upon the Property shall be of new construction, and no buildings or structures shall be moved from other locations onto the Property. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any portion of the Property at any time as a residence, either temporarily or permanently. This provision shall not prohibit Builders from placing temporary construction or sales trailers on Lots during the construction of improvements thereon or the sale of such Lot. This provision shall not prohibit Builders from placing temporary construction or sales trailers on Lots during the construction of improvements thereon or the sale of such Lot.

(b) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any part of the Property except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. All pets shall be confined within homes or fenced areas or restrained by leash at all times. Each Owner shall prevent its pet(s) from soiling walks, paths, and all portions of the Common Area and, if so soiled, shall immediately clean and properly dispose of such waste. For the purposes of this Declaration, "household pets" shall include such traditional animals, such as dogs, cats, birds, rabbits, and fish. No wildlife or domestic variations of farm animals shall be kept in or on the Property except as otherwise provided herein. Notwithstanding any of the foregoing, however, neither this Article IX, Section 3(b), any other provision of this Declaration, nor any rule or regulation of the Association shall be enforced, adopted, or amended so as to prohibit or unlawfully restrict any right of the Owner or occupant of a Lot to keep and use a seeing eye dog or other assistive or service animal for purposes

provided for in any local, state, or federal law, statute, or ordinance protecting the applicable person's right to do so.

(c) Advertising signs for the purpose of the sale of a single-family residence as approved by appropriate governmental authorities are allowed. Except as otherwise permitted herein or pursuant to any rules and regulations adopted by the Board of Directors, no "for rent" signs, billboards, signs, unsightly objects, or nuisances shall be erected, placed, or permitted to remain in The Racquet Club Townhomes of Snowden Grove. Nor, shall The Racquet Club Townhomes of Snowden Grove be used in any way or for any purposes which may endanger the health or unreasonably disturb the owner of any Lot or any resident thereof. Nothing in this provision or this Declaration shall be deemed to prohibit a Builder from placing "for sale" signs on any Lot owned by such Builder, or larger directional and marketing signs in The Racquet Club Townhomes of Snowden Grove for the purpose of selling and marketing homes. Additionally, nothing in this provision or this Declaration shall be deemed to prohibit a Builder from actively soliciting his Lots in The Racquet Club Townhomes of Snowden Grove. Nothing in this section shall be deemed to prevent the Developer or a Builder from placing any "for sale" signs on any Lot owned by the Developer or the Builder or on the Common Area.

(d) All equipment (excluding any and all equipment that is permanently affixed to the improvements on the Lot), garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of the drives and street. All rubbish, trash, or garbage shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. Wheeled garbage buggies, garbage cans, or other refuse shall not be placed at or near any street earlier than 6:00 p.m. the evening prior to garbage collection and said buggies shall be timely removed on the day of collection.

(e) Radio, television transmission receiving towers and/or antennae are not acceptable and will not be approved or allowed. Without prior written approval and the authorization of the ACC, as such term is defined herein in Article XII, Section 1, no exterior satellite dish shall be placed, allowed, or maintained upon any portion of the improvements located upon a Lot in The Racquet Club Townhomes of Snowden Grove nor upon any structure situated upon a Lot in The Racquet Club Townhomes of Snowden Grove. In the event such approval is granted, the size and location must be approved by the ACC. This section is intended to comply with existing OTARD (Over the Air Reception Device) regulations as such may be amended from time to time. Anything in this Declaration to the contrary notwithstanding, a Lot Owner may install or have installed one (1) satellite dish, of less than one (1) meter in diameter, on the improvements on his or her Lot without any authorization or approval from the ACC provided such satellite dish is installed on the rear of such improvements and is otherwise not readily visible from the right-of-way to the front of such improvements.

(f) No recreational or commercial vehicles, including but not limited to commercial trucks, boats, boat trailers, house trailers, camping trailers, or similar type items shall be kept on any portion of the Property or any Lot unless within the enclosed garage. It is strictly prohibited to store or park junk or inoperable automobiles on or about any of said Lots or on any of the private drives in the Property. All motorized vehicles parked at the Property must be licensed and in operating condition. Nothing in this provision shall be deemed to prohibit the use of construction vehicles or trucks during the development of the Property or the construction of any improvements on a Lot.

(g) No obnoxious or offensive trade or activity shall be carried on upon any Lot in The Racquet Club Townhomes of Snowden Grove nor shall anything be done thereon which may be or become an annoyance or nuisance to other Lot Owners within The Racquet Club Townhomes of Snowden Grove. No sound shall be emitted on any part of a Lot in The Racquet Club Townhomes of Snowden Grove which is unreasonably loud or annoying. No odor shall be emitted on any part of the Property which is noxious or

offensive to others. For the purposes of this Declaration, construction work by the Developer or a Builder shall not be deemed a nuisance.

(h) No building material of any kind or character shall be placed or stored upon any of the said Lots until the Owner is ready to commence improvements.

(i) No basketball standards (whether permanent or temporary), backboards, goals other fixed sports apparatus shall be permitted to be affixed to the exterior of any Townhouse, placed on any Lot, or stored on any Lot.

(j) No wire or chain link fences shall be permitted and no fencing of any type shall extend beyond the buildings lines of the front yards or side yards of corner lots. All fencing must have written approval from the ACC and be permitted by the appropriate governmental authority. If any approved fence is located on a property line between two Lots, it shall be maintained and repaired jointly by the owners of both Lots. No fences, hedges, pillars, or exterior walls shall be erected or maintained in the Property except such as are installed in accordance with the initial construction of the dwellings located thereon or as approved by the Board of Directors or their designated representatives. The ACC may promulgate rules and regulations regarding the construction of fences. Anything in this Declaration to the contrary notwithstanding, any and all fences constructed or installed by a Builder are deemed approved and do not otherwise require any approval or consent from the ACC. Any and all fences located on corner Lots (defined as being at the intersection of two public rights-of-way) must be constructed and placed behind any and all building setback lines as designated on any recorded plat of the Property or required by any applicable municipal or governmental code, ordinance, regulation, or law.

(k) All buildings constructed on a Lot shall be no closer to the side property lines of the Lot than is permitted by the appropriate governmental authority.

(l) Clothes lines, temporarily installed basketball goals in the street, and excessive outdoor lighting are prohibited. Whether outdoor lighting is excessive will be determined by the ACC on a case-by-case basis in its sole and absolute discretion. Solar panels must be approved in advance by the ACC.

(m) There shall be no violation of any Rules and Regulations adopted by the Board of Directors and promulgated amongst the Members in writing.

(n) The Board of Directors of the Association may develop and maintain from time to time a written set of Rules and Regulations governing the day-to-day use of the Common Area and Common Improvements by the Owners thereof. Such Rules and Regulations may be amended by a majority vote of the Board of Directors; however, such Rules and Regulations shall not unreasonably restrict an Owner's use of the Lots governed hereby. The Rules and Regulations shall be provided to all Lot Owners.

(o) Any and all covenants included on the Plats are hereby incorporated herein and are enforceable by the Association by and through its Board of Directors.

(p) No window mounted air conditioning or heating units shall be permanently allowed, permitted, or installed on any improvements within The Racquet Club Townhomes of Snowden Grove.

(q) The Developer reserves unto itself, during the Developer Control Period, the right to approve additional and separate restrictions at the time of sale or any time during the Developer Control Period thereafter of any of the Lots, which restrictions may differ from Lot to Lot. This right shall not transfer to the Association nor any of its Members upon the termination of the Developer Control Period.

ARTICLE X INSURANCE

Insurance covering The Racquet Club Townhomes of Snowden Grove and the Association shall be governed by the following provisions:

Section 1. Purchase, Custody and Payment.

(a) Purchase. All insurance policies described herein covering portions of The Racquet Club Townhomes of Snowden Grove shall be purchased by the Association and shall be issued by an insurance company or provider authorized to do business in Mississippi.

(b) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Lots covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Lot Owners and their mortgagees shall be deemed additional insureds.

(c) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).

(d) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each mortgagee who holds a recorded first mortgage upon a Townhouse covered by the policy.

(e) Personal Property and Liability. Except as specifically provided herein, the Association shall not be responsible to Lot Owners to obtain insurance coverage upon the improvements, betterments, and/or property lying within the boundaries of their Townhouse, including, but not limited to, their personal property, or for their personal liability and living expenses, or for any other risks not otherwise insured in accordance herewith.

Section 2. Casualty Insurance. The Association shall maintain insurance covering the following:

(a) Association Insurance: The Association shall purchase "Property Insurance" (also sometimes known as "casualty insurance" or "fire and extended insurance"), subject to a deductible as provided for in Section (b) below, on all of the insurable improvements comprising the portions of the Property that are part of the Association's maintenance, repair, and replacement responsibility pursuant to Article VII, Section 1 of this Declaration (collectively, the "Common Elements"), from the backside (also referred to as the exterior side) of the drywall out, but also including any structural components of the building located within the Townhouse, and all personal property as the Association may own and for which the Association is responsible. Therefore, in general terms, the Association is responsible for having Property Insurance from the backside of the drywall out, excluding the drywall. This is commonly known as a "bare walls" Property Insurance policy.

(b) Policies to be Purchased and Amount Thereof: The Association's Property Insurance shall protect against loss or damage by fire and hazards now or in the future embraced by a special form policy, and all other perils that are customarily covered by similarly constructed and situated townhouse associations in DeSoto County, Mississippi. The amount of insurance purchased must be sufficient to cover one hundred percent (100%) of the then replacement value, less deductible, without deduction for appreciation, excluding excavation and foundation costs and other items normally excluded from such coverage.

(c) Beneficiary Interests: Subject to the provisions of Section (d) below, the Association's Property Insurance shall be for the benefit of the Association, each of the Lot Owners, and the holders of mortgages upon the ownership interests, as their interest may appear, and shall provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Townhouse, if any.

(d) Claim Filing: The Board, and if authorized in writing by the Board, the Association's managing agent, shall have the sole and exclusive right and authority to file, or authorize the filing of; and adjust any and all claims for damage or destruction that are or may be covered by the Association's Property Insurance policy regardless of the person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of the Declaration and in the Association's best interest; provided, however, that a mortgagee having an interest in any loss may participate in the settlement negotiations, if any, related to such loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Property under the Association's Property Insurance shall not give rise to any claim against the Association or the Board; provided, however, that if no claim is filed, the Association shall then self-insure the claim to the extent coverage would have been available under the Association's Property Insurance policy.

(e) Deductible: The Association's Property Insurance may include a reasonable deductible as determined by the Board. Except as provided below, if the Association's Property Insurance insures any portion of the Townhouse in accordance with this Article 8, the Townhouse Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for any insurable loss or damage to his/her Townhouse and the Association is responsible for all repairs and costs and other expenses pertaining to the Common Elements. If a single loss affects multiple portions of the Property, for example, one or more Townhouses and the Common Elements, the repair costs and expenses not paid for by the insurance proceeds are to be proportionately allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible expense attributable to any Townhouse(s) as provided for in Section (f) below, to the Lot Owner(s) of such Townhouse(s).

(f) Responsibility for Damage: (i) **Association**. The Association's liability is limited to direct losses or damages resulting from its negligence or intentional acts. If any loss or repair is due to the Association's negligence or intentional act, then, in such case, the Association shall be responsible for the cost of such loss or repairs to the extent not covered by any insurance policy in accordance with this Article X, including any deductible amount. (ii) **Lot Owner**. If any loss or repair is due to the negligence or intentional act of a Lot Owner, or anyone the Lot Owner is responsible for, such as a family member, occupant, tenant, guest, or contractor of the Lot Owner, or originates from the Lot Owner's Townhouse, then, in such case, the said Lot Owner is responsible for the cost of such loss or repairs.

(g) Insurance Company Rating: All policies shall be written with a company licensed to do business in the State of Mississippi, and unless not reasonably available to the Association, holding a rating of "AAA" or better by Standard & Poor's Insurance Ratings, or its present-day equivalent.

(h) Mortgagee and Other Additional Insurance Requirements: Notwithstanding anything to the contrary anywhere in this Article X, the Board shall have the full right and authority, but not the obligation, to purchase Property Insurance, and/or any other insurance policy or endorsement, that includes any and all such terms, conditions, or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and/or any other similar mortgage financial institution or government agency.

(i) Additional Endorsements: The Association's Property Insurance policy must include, as the Board determines is reasonable from time to time, a "Construction Code Endorsement" or its present day equivalent, a "Demolition Cost Endorsement" or its present day equivalent, an "Increased Cost of Construction Endorsement" or its present day equivalent, and an "Agreed Amount and Inflation Guard Endorsement" or its present day equivalent, and/or such other endorsements as the Board so decides upon.

(j) Disbursement of Insurance Proceeds: The Association, shall use insurance proceeds received to defray the cost of repairing the damage to the Common Elements. If the cost of such repairs is less than the amount of such insurance proceeds, the Association shall retain the excess in either the reserve fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements.

(k) Availability of Insurance: All insurance coverage is subject to modification as the Board determines necessary based on the availability of coverage and the cost of the coverage. If the cost of one hundred percent (100%) full replacement coverage, less the deductible, for Property Insurance is unreasonably expensive, as the Board so determines, then in no event shall the coverage be in an amount less than eighty percent (80%) of the then current replacement cost, less the deductible and with exclusions as provided for in Section (b) above.

Section 3. Other Insurance. The Association shall maintain insurance covering the following, as applicable:

(a) Liability. Comprehensive general public liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters, or things related to the Insured Property, with such coverage as shall be required by the Board.

(b) Worker's Compensation. Worker's compensation and other mandatory insurance, when applicable.

(c) Common Area. Appropriate additional policy provisions, policies, or endorsements extending the applicable portions of the coverage described above to all Common Area, where such coverage is available and determined by the Board of Directors to be desirable.

(d) Additional Insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable, such as fidelity insurance and/or directors and officers insurance.

Section 4. Specific Insurance Provisions. The Association shall ensure that its insurance policies include the following provisions:

(a) Policy Provisions. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Lot Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board, a member of the of the Association, one or more Lot Owners, or as a result of contractual undertakings. Additionally, if appropriate and obtainable, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Lot Owners that are not under the control of the Association, and that the policy shall be primary, even if a Lot Owner has other insurance that covers the same loss.

(b) Disclaimer. All Lot Owners, mortgagees, and others should be aware of the fact that because of exclusions from coverage, changes in construction costs, land, and profit components in sales prices and other factors, the amount of insurance coverage available in the event of substantial damage to The Racquet Club Townhomes of Snowden Grove, and the proceeds available for reconstruction and/or retirement of mortgage debt, may not be entirely sufficient for such purposes. Accordingly, all persons are advised to consult with their own insurance providers as to what supplemental coverage may be available under their own policies to mitigate any impact of a shortage of proceeds for Association policies.

Section 5. Lot Owner Insurance. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner arising from occurrences within his Townhouse, nor casualty, nor theft loss to the contents of an Owner's Townhouse. It shall be the obligation of the individual Lot Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association. Except as may be insured by the Association in accordance with Section 2 above, each Lot Owner may separately insure those portions of his/her Townhouse from and including the drywall in, along with any utilities and fixtures that the Lot Owner must maintain pursuant to Article VII of this Declaration. This includes, without limitation, all fixtures, interior door installations, drywall, wall and floor coverings, and improvements within or a part of said Townhouse, and all utilities serving only the said Townhouse. The Lot Owner may also carry insurance on the Townhouse up to the amount of the Association's Property Insurance deductible when either such areas are insured by the Association. The Property Insurance carried by the Lot Owner may insure against loss by fire and other hazards and perils now or hereafter embraced by a special harm policy. Each Lot Owner shall file a copy of the policy(ies), or such other evidence of insurance as the Board may require, with the Association within thirty (30) days of receipt of a written request from the Association. Each Lot Owner may further separately insure the personal contents of his/her Townhouse, as well as any other personal property, which he/she stores elsewhere on the Property.

Section 6. Additional Provisions. All policies of Association insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Lots.

Section 7. Premiums. Premiums upon all insurance policies purchased by the Association shall be paid by the Association as a common expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.

Section 8. Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Lot Owners, and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may be designated by the Board and which, if so appointed, shall be either (i) a bank or trust company in Mississippi with trust powers, with its principal place of business in the State of Mississippi; or (ii) one or more of the Directors or Officers of the Association. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Lot Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

- (a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Lot Owner, such shares being the same as the undivided proportionate shares in the common expenses assessed to each Lot, provided that if the Insured Property so damaged includes property lying within the boundaries of specific

Lots, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below.

- (b) Optional Property. Proceeds on account of damage solely to Lots and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Lots or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.
- (c) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Lot Owner and mortgagee pursuant to the provisions of this Declaration.

Section 9. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following order:

- (a) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.
- (b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Lot Owners, and their mortgagees being payable jointly to them.
- (c) Failure to Reconstruct or Repair. If it is determined that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 5 above, and distributed first to all first mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.
- (d) Certificate. In making distributions to Lot Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Lot Owners and their mortgagees and their respective shares of the distribution.

Section 10. Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Lot Owner and for each owner of a mortgage or other lien upon a Lot and for each owner of any other interest in The Racquet Club Townhomes of Snowden Grove to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 11. Benefit of Mortgagees. Certain provisions in this Article X entitled "Insurance" are for the benefit of mortgagees of Lots and may be enforced by such mortgagees.

Section 12. Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Master Deed. Fees and expenses of any Insurance Trustee are common expenses of the Association.

Section 13. Presumption as to Damaged Property. In the event of a dispute or lack of certainty based upon the provisions of this Declaration, as to whether damaged property constitutes a portion of a Townhouse to be maintained and insured by the Association or the Lot Owner, the presumption is that it constitutes a portion of a Townhouse to be maintained and insured by the Association.

ARTICLE XI **RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY**

Section 1. Damage or Destruction of Insured Property. In the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

Whenever in this section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Lot Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Lot Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work.

Section 2. Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements and the then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board and the then applicable building and other codes, and if the damaged property which is to be altered is the Building(s) or the Optional Property, by the Owners holding not less than seventy-five (75%) of the allocated votes, as well as the Owners of all Lots and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.

Section 3. Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Lot Owners, then the Lot Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Lot Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Townhouse by Townhouse basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

- (a) **Disbursement.** The proceeds of insurance collected on account of a casualty, and the sums collected from Lot Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

- (i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00)**, adjusted annually for inflation in accordance with the Consumer Price Index, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an institutional first mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.
- (ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00)**, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Mississippi and employed by the Association to supervise the work.
- (iii) Lot Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Lot Owner bears to the total of such estimated costs to all affected Lot Owners, as determined by the Board; provided, however, that no Lot Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to affect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly affect the repairs. Any balance remaining after such repairs have been affected shall be distributed to the affected Lot Owners and their mortgagees jointly as elsewhere herein contemplated.
- (iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.
- (v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Lot Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are

less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

Section 4. Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be affected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Lot Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments shall be the same as the undivided proportionate shares in the common expenses assessed to each Lot. In the event of insufficient proceeds of insurance on Optional Property, the shortage shall be the individual responsibility of the Owners thereof.

Section 5. Benefit of Mortgagees. Certain provisions in this Article XI are for the benefit of mortgagees of Lots and may be enforced by any of them.

ARTICLE XII **ARCHITECTURAL CONTROL**

Section 1. Architectural Control Committee (ACC). An Architectural Control Committee (the "ACC") is hereby established. The Developer shall be the sole member of the initial ACC. The Developer shall have the sole and absolute right to name and control the ACC during the Developer Control Period. Upon termination of the Developer Control Period, control of the ACC shall be handed over to the Association and the Board of Directors shall name the members of the ACC. In the event the Developer turns over control of the Association prior to the termination of the Developer Control Period, then the Developer, in its sole discretion, may retain control of the ACC until the termination of the Developer Control Period. The ACC, upon turnover of the Association, shall be composed of three (3) individuals (at least a majority of whom must be Members and one of whom may be a Director) once control of the ACC is turned over to the Association. A Director may also serve on the ACC. A non-Member professional, such as an architect or an engineer, may serve on the ACC.

The affirmative vote of a majority of the membership of the ACC shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein. The Board, in its sole discretion, may override any decision of the ACC.

Section 2. Approvals Necessary, Rules of Committee and Remedies for Violations. No structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots within The Racquet Club Townhomes of Snowden Grove nor shall any existing structure, fence, or barrier upon any Lots be altered in any way which changes the exterior appearance (which includes but is not limited to changes in paint color and re-roofing) thereof, nor shall there be any additions, attachments, or deletions to improvements, nor shall there be any changes in landscaping, without the written consent of the ACC; nor shall any new use be commenced on any Lot unless plans and specifications (including a description of any proposed new use) shall have been submitted to and approved in writing by the ACC. Such plans and specifications (the "Plans") shall be in such form and shall contain such information as may be required by the ACC, but in any event shall include:

- A site plan of the Lot showing the elevation, nature, exterior, color scheme, kind, shape, height, materials, and location with respect to said Lot (including proposed front, rear, and

side setback) of all structures, fences, or barriers, and location of all parking spaces and driveways on the Lot; and

- The ACC may require landscape and grading plans of the particular Lot.

The ACC may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots (including, without limitation, the exterior lighting and planting) and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the ACC at any time, and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the ACC to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the ACC's discretion as to any such matter. No changes of policy shall affect the finality of any Lot or any plans or specifications previously submitted to and approved by the ACC, but such approval shall not be deemed a waiver by the ACC in its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use on any other Lot. Approval of any such plans or specifications relating to any Lot shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided that the plans and specifications as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all structures, fences, or barriers on the uses of the Lot in questions.

In the event the ACC fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

If any structure, fence, or barrier shall be altered, erected, placed, or maintained (including exterior maintenance) upon any Lot or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the ACC as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein. Upon written notice from the ACC any such structure, fence, or barrier so altered, erected, placed, or maintained upon any Lot in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation.

If thirty (30) days after the notice of such violation, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association, upon obtaining a judicial order, by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the costs thereof, including attorney's fees and the expenses of enforcement, shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of notice of such with the Clerk's Office. The Association shall have the right to bring any action in law or equity, including but not limited to seeking injunctive relief, to extinguish any such violation of this Declaration.

The ACC may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions, such fee to be payable at the time such plans and specifications are so submitted.

Any agent of the ACC may, at reasonable times, enter upon and inspect any Lot, with prior written notice, and any improvements thereon for the purposes of ascertaining whether the exterior maintenance of such Lot and the maintenance, construction, or alteration of structure thereon are in compliance with the provisions of these restrictions, and no such person shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

The Association or any Owner of any Lot contained within The Racquet Club Townhomes of Snowden Grove shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations, and easements herein or hereinafter contained or otherwise contained in any deed to any Lot in The Racquet Club Townhomes of Snowden Grove. Failure by any owner to enforce any such proceeding shall in no event be deemed a waiver of the right to do so thereafter.

Should a request from the ACC come from an ACC member, the other members of the ACC shall select a disinterested Lot owner to take the place of the ACC member making the request.

Anything to the contrary herein notwithstanding, a builder (for the purposes of this section only, "builder" is defined as an entity which owns a Lot primarily with the intent to improve such Lot for sale to a third party) may comply with the provisions of this Article XII, Section 2 by providing the ACC with its standard elevations, colors, and such building materials (unless otherwise waived by the ACC), and floor plans (collectively, the "Materials") for review and approval. The ACC shall review the Materials and approve or disapprove of the Materials in writing as otherwise provided herein. Individual Plans or site plans for each Lot shall not be necessary for builders. Provided the builder's Materials have been approved by the ACC, then the builder may opt to use any such Materials, in any combination, on any Lot owned by such builder within The Racquet Club Townhomes of Snowden Grove without additional approval required from the ACC, provided such combination otherwise complies with the terms and provisions of this Declaration. Once the ACC has approved a builder's Materials in writing, such approval cannot be withdrawn. The failure of the ACC to act within the thirty (30) day review period provided in this Article shall be deemed the written approval of such submission.

Section 3. Architectural Control Committee's Duty. The primary duty of the ACC shall be to examine and approve or disapprove all plans, including site plans, for construction of improvements, except the construction of the initial single-family residences, on Lots within The Racquet Club Townhomes of Snowden Grove in accordance with the provisions of this Declaration.

Section 4. Exculpatory Provision. Neither the ACC, the Association, nor any agent thereof, shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provision, nor for any structural or other defects in any work done according to such Plans and specifications. Neither the ACC, the Association, nor any agent thereof, shall be responsible in any way should any Plans approved by the ACC fail to substantially comply with the terms and provisions of this Declaration.

ARTICLE XIII **AMENDMENTS**

Section 1. Amendments. Amendments to this Declaration may be affected as follows:

Section 2. By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either (i) by a majority of the Board of Directors of the Association or (ii) by not less than thirty-five percent (35%) of the Members of the Association. Except as elsewhere provided, approvals of proposed amendments must be by the affirmative vote of Lot Owners holding two-thirds (2/3rds) of all Owner votes. Records of all votes authorizing an amendment to this Declaration shall be kept with the minutes of the Association. No amendment to this Declaration may be made during the Developer Control Period without the written consent of the Developer.

Section 3. By the Developer. The Developer, during the Developer Control Period, may amend this Declaration, the Charter, or the Bylaws of the Association unilaterally in whole or in part in order to conform this Declaration to the requirements of any applicable governmental agency; to conform this Declaration to the requirements any mortgage lender; or to ensure, in its sole and absolute discretion, the reasonable development of the Property.

Section 4. Execution and Recording. In order to be effective an amendment must be (i) executed by the President and Secretary of the Association, with evidence authorizing such execution placed with the minutes of the Association and (ii) recorded in the Clerk's Office.

Section 5. Amendment to Add Additional Land. As provided in Article III, Section 3 of this Declaration, in addition to the provisions provided in Article XIII, Section 3, the Developer, during the Developer Control Period, may amend this Declaration to add additional property to the Property, by changing the legal description of the Property. In such event, the Developer shall record an amendment in the Clerk's Office executed by the Developer and the Association, as provided in Article XIII, Section 3, amending **EXHIBIT "A"** attached hereto and substituting a new **EXHIBIT "A"**. Such an amendment may add additional Common Area and Lots to The Racquet Club Townhomes of Snowden Grove and the Association. Any and all such Additional Property so added to this Declaration shall be bound by the terms hereof as if it were originally included in and encumbered by this Declaration, as provided in Article III, Section 3.

ARTICLE XIV **LEASING PROHIBITIONS**

(i) Notwithstanding anything to the contrary herein stated, any person (including any individual or business entity permitted by Mississippi law to hold title to real estate), except the Developer, or any entity that is an affiliate of the Developer (for the purposes of this Declaration, an "affiliate of the Developer" is any entity which shares the same ownership interest as the Developer), or a Builder, who becomes an Owner of a Lot at The Racquet Club Townhomes of Snowden Grove is prohibited from leasing (whether such lease is long-term, short-term, or a license to use such Lot), or entering into a lease-purchase, or similar contract for that Lot or any portion thereof. It shall be a violation of this Article subject to written waiver by the Board of Directors, in their sole and absolute discretion, if an Owner (or if more than one Owner, at least one of the Owners, including an Owner who may own less than 100% of the ownership interest in any Lot) shall not occupy the Lot on a permanent basis. It shall also be a violation of this Article, subject to written waiver of the Board of Directors in their sole and absolute discretion, if any person who is not an Owner lives in any Lot without paying any rental or lease payment unless an Owner also occupies such Lot. For purposes of the preceding sentence, it shall not be a violation of this Article if, while an Owner is temporarily absent from the Lot, a person who is not an Owner of that Lot temporarily resides in such Lot. A person who "temporarily resides" in the Lot without violating this Article is meant to include persons commonly known as house sitters or other persons who stay in the Lot while the Owner is absent for the purpose of providing security, or caring for pets, or the like which belong to the Owner, and remain in the Lot while the Owner is absent. Such "Temporary Residence" by a person not an Owner shall not exceed a total of six (6) weeks in any one calendar year. Anything in this Declaration to the contrary notwithstanding, the Developer, an affiliate of the Developer, or a Builder, may lease a Lot owned by them (whether such lease is long-term, short-term, or a license to use such Lot).

(ii) Notwithstanding the foregoing, in the event that an Owner, due to medical or health reasons, or for any other good cause, desires to lease a Lot or any part thereof, or if an Owner wishes to extend any period of Temporary Residence as described in the preceding paragraph for a period longer than six weeks, then such Owner shall make application to the Board of Directors which may, by a majority vote, grant to such Owner an exception to the prohibition against leasing set forth in this Article upon such conditions

and under such circumstances as the Board of Directors, in its sole and absolute discretion, may deem proper or necessary. The Board shall provide written approval or disapproval to any Owner who makes application for an exception to the prohibition against leasing under this Article.

(iii) Further, the prohibition contained herein shall not apply to institutional holders of a mortgage or deed of trust who obtain title to a Lot pursuant to foreclosure of such mortgage or deed of trust, as a result of a judicial sale, or any proceeding in lieu of foreclosure. However, the provisions of this prohibition against leasing shall apply to the non-institutional holders of a mortgage or deed of trust, involved in seller-financing or a similar transaction, who obtain title to a Lot pursuant to foreclosure of such mortgage or deed of trust, as a result of a judicial sale, or any proceeding in lieu of foreclosure.

(iv) In the event of any violation of this Article by an Owner, the Association shall be entitled to any remedy available at law or in equity from such Owner including, but not limited to, damages and injunctive relief, together with any attorney's fees incurred by the Association, and all costs and expenses of whatever type, kind, or nature expended by the Association to enforce any of the provisions of this Article, whether such enforcement is by way of non-judicial or judicial action.

ARTICLE XV

SPECIAL FNMA/FHLMC PROVISION

Section 1. Restrictions on Certain Acts. So long as required by the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3rds) of the first mortgagees and Members holding at least two-thirds (2/3rds) of the total votes allocated in the Association agree, the Association shall not:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which is owned by the Association (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);
- (b) Change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner of a Lot (a decision, including contracts, by the Board shall not be subject to this provision where such decision is otherwise authorized by this Declaration);
- (c) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Townhouses and of the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);
- (d) Fail to maintain insurance as required by this Declaration; or
- (e) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

Section 2. Rights of First Mortgagees. First mortgagees may, jointly or singly, pay taxes or other charges that are in default and that may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds of condemnation awards for losses to or a taking of Common Area.

Section 4. Notice to the Association. Upon request by the Association, each Owner shall be obligated to furnish to the Association the name and address of the holder and/or servicer of any mortgage or deed of trust encumbering such Owner's Lot.

Section 5. Amendment by Board. Anything in this Declaration to the contrary notwithstanding, should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete, modify, amend, or terminate any of their respective requirements which necessitate the provisions of this Article or make any such requirement less stringent, then the Board, without the approval or consent of the Lot Owners, may cause an amendment to this Article of the Declaration to be recorded in the Clerk's Office to reflect any such changes or modifications.

Section 6. Failure of Mortgagee to Respond. Any mortgagee who receives a written request from the Association to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from such mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE XVI **MISCELLANEOUS**

Section 1. Choice of Law. This Declaration has been executed in the State of Mississippi, and shall be construed, performed, and enforced in accordance with the laws of the State of Mississippi.

Section 2. Severability. In the event any provision of this Declaration shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Declaration shall nonetheless remain in full force and effect so long as the substantial benefits of the parties to be derived from this Declaration and the performance hereof are not adversely affected by the elimination of such provision(s).

Section 3. Entire Agreement. This Declaration constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, writings, and agreements.

Section 4. Binding Effect. The terms of this Declaration and the respective covenants, provisions, terms, conditions, and agreements herein contained shall be binding upon the parties hereto, their heirs, devisees, successors, and assigns.

Section 5. Term. The covenants, conditions, and restrictions of this Declaration shall run with and bind The Racquet Club Townhomes of Snowden Grove for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated at any point during the term or any extension thereof by a written document executed and acknowledged by eighty percent (80%) of all the Members.

Section 6. Enforcement. The Association shall have the right to enforce the covenants and restrictions contained in this Declaration or applicable to The Racquet Club Townhomes of Snowden Grove by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance, and/or to recover damages, and

against the land to enforce any lien created by these covenants. The expense of enforcement, including court costs, expenses, and attorney's fees, by the Association or a Member shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as Assessments hereunder.

Section 7. Cost and Attorney's Fees. In any proceeding arising because of an alleged failure of a Member to comply with the requirements of this Declaration, the Charter, or the Rules and Regulations adopted pursuant to this Declaration, as the same may be amended from time to time, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees). In the event the Association is required to defend itself, any Director or Officer, or any provision of this Declaration or the Bylaws in any matter before a court of competent jurisdiction and the Association is found by such court to be the prevailing party, the Association shall be awarded all of its costs and expenses related to such matter, including but not limited to its attorneys' fees.

Section 8. No Waiver of Rights. The failure of the Association or any Member to enforce any covenant, restriction, or other provision of this Declaration, the Charter, or the Rules and Regulations adopted pursuant to this Declaration, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

Section 9. Assignment of Developer's Rights. During the Developer Control Period, the Developer may assign its interest, rights, and authority under this Declaration and the Bylaws to another party (the "Assignee") by a written instrument to be recorded in the Clerk's Office. In the event of any such assignment, this Declaration shall be binding upon and inure to the benefit of the Assignee. For the purposes of this section, the interest, rights, and authority of the Developer include, but are not limited to, any and all control, management, and amendment powers. In the event the Developer assigns its rights hereunder to a subsequent party, the Developer is thereby released and discharged from the Declaration and shall have no liability hereunder. Any authority, power, right, or other such interest vested in the Developer pursuant to this Declaration shall be referred to and known as, collectively, the "Developer Powers". A Developer shall only exercise the Developer Powers for so long as such Developer owns a Lot or other portion of the Property at the Development. When a Developer no longer owns a Lot or other portion of the Property at the Development, then such Developer shall no longer exercise any Developer Powers and shall no longer be deemed a Developer.

[THE FOLLOWING PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

THE DEVELOPER:

THE RACQUET CLUB TOWNHOMES OF
SNOWDEN GROVE, LLC,
a Mississippi limited liability company

By: _____
Mark Utley, Jr.

STATE OF MISSISSIPPI
SHELBY COUNTY

Before me, the undersigned, of the state and county mentioned, personally appeared Mark Utley, Jr., Manager of THE RACQUET CLUB TOWNHOMES OF SNOWDEN GROVE, LLC, a Mississippi limited liability company, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Manager of THE RACQUET CLUB TOWNHOMES OF SNOWDEN GROVE, LLC, a Mississippi limited liability company, the within named bargainor, a limited liability company, and that he as such Manger, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as its Manager.

WITNESS MY HAND AND OFFICIAL SEAL at office, this ____ day of _____, 2025.

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"
THE PROPERTY

EXHIBIT "B"
THE PLAT

**ARTICLES OF INCORPORATION OF
THE RACQUET CLUB TOWNHOMES OF SNOWDEN GROVE HOMEOWNERS
ASSOCIATION, INC.**

The undersigned person, pursuant to the provisions of § 79-11-101, *et seq.*, of the Mississippi Nonprofit Corporation Act, hereby adopt(s) the following Articles of Incorporation for the above listed corporation:

1. Name: The name of the corporation is: The Racquet Club Townhomes of Snowden Grove Homeowners Association, Inc.
2. Non-Religious Purpose: The corporation is not a religious corporation.
3. Name and Address of Initial Registered Agent: The street address and zip code of the corporation's initial registered office, the county in which the office is located, and the name of its initial registered agent are:

Brandon F. McNary
1669 Kirby Parkway, Suite #106
Memphis, Mississippi 38120
4. Name and Address of Each Incorporator: The name and address of each incorporator is:

Brandon F. McNary
1669 Kirby Parkway, Suite #106
Memphis, Mississippi 38120
5. Initial Principal Office: The street address and zip code of the initial principal office of the corporation is:

The Racquet Club Townhomes of Snowden Grove Homeowners Association, Inc.
3400 Players Club Parkway, Suite #100
Memphis, Tennessee 38125
6. Non-Profit Status: The corporation is not for profit. The corporation is a mutual benefit corporation.
7. Members: There shall be two classes of membership in the Association: Class A and Class B Memberships. The Class A Member shall be the Developer, as such term is defined in that certain Declaration of Covenants, Conditions, and Restrictions for The Racquet Club Townhomes of Snowden Grove (the "Declaration"), dated _____, 2025, and recorded in the Chancery Court Clerk's Office of DeSoto County, Mississippi. The Class A Member shall be allocated one hundred votes (100) per Lot it owns. The Class A Membership shall terminate at the end of the Developer Control Period, as such is defined in Article IV, Section 11 of the Declaration. The Class B Members shall be all other owners of record of

Lots governed by the Declaration. Each Class B Member shall be allocated one (1) vote per Lot owned by such Member.

8. Distribution of Assets upon Dissolution: Upon dissolution of the corporation, other than incident to a merger or consolidation, the assets of the Association shall be distributed amongst the Members of the corporation pursuant to their interests as provided in the Declaration.
9. Purpose: The purpose of the corporation shall be: (i) to contract for the operation, maintenance, repair, replacement, and preservation of the common areas and common improvements, if any, owned, managed, and administered by the corporation; (ii) to assess and collect assessments, dues, and fees for the management, repair, operation, care and maintenance of the common areas and common improvements from the Members of the corporation as more particularly described in the Declaration and the Bylaws of the corporation; (iii) to do all other things necessary and proper for the maintenance, repair, operation, use and enjoyment of the common areas and common improvements by the members of the corporation; and (iv) to do all other necessary and proper things and acts permitted by law and the Bylaws of the corporation.
10. Governance. The corporation shall be governed by the Bylaws of the corporation and in compliance with the laws of the State of Mississippi.
11. Duration. The duration of the corporation shall be perpetual unless terminated earlier by the written consent of eighty percent (80%) of the Members.

IN WITNESS WHEREOF, the undersigned hereby adopts the Charter and hereby set his hands this ____ day of _____, 2025.

Brandon F. McNary, Incorporator

EXHIBIT "D"
THE BYLAWS

**BYLAWS OF THE RACQUET CLUB TOWNHOMES OF SNOWDEN GROVE
HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I
NAME AND GUIDELINES

Section 1. **NAME.** The name of this Association will be the "The Racquet Club Townhomes of Snowden Grove Homeowners Association, Inc., a Mississippi nonprofit corporation".

Section 2. **GOVERNING LAW.** The Association is and shall remain a non-profit corporation, governed by the provisions of the Mississippi Nonprofit Corporation Act, Miss. Code § 79-11-101, *et seq.* (the "Act"), as amended from time to time, except as otherwise provided in these Bylaws, and no part of the net earnings thereof shall inure to any individual Member, except as expressly provided in the Declaration of Covenants, Conditions and Restrictions of The Racquet Club Townhomes of Snowden Grove Homeowners Association, Inc. (the "Declaration"), dated _____, 2025, of record in the Chancery Court Clerk's Office of DeSoto County, Mississippi (the "Clerk's Office"), to which these Bylaws are an exhibit, or the Association's Charter.

Section 3. **NON-POLITICAL.** The Association shall not endorse or align with any political party or candidate for public office.

Section 4. **PURPOSES.** The Association is formed to serve as the means through which the Members administer, manage, and operate The Racquet Club Townhomes of Snowden Grove as such term is defined in the Declaration, under the provisions of Act, as amended from time to time.

Section 5. **PRINCIPAL OFFICE.** The initial principal office of the Association shall be located at 3400 Players Club Parkway, Suite #100; Memphis, Tennessee 38125, or such other place as may be designated by the Association.

ARTICLE II
MEMBERSHIP

Section 1. **MEMBERS.** Membership in the Association shall be limited to the Members as such term is defined in the Declaration.

Section 2. **VOTING RIGHTS.** The Owner(s) of record in the Clerk's Office of each Lot within The Racquet Club Townhomes of Snowden Grove each shall be entitled to one (1) vote per Lot. If spouses are the Owners, collectively, of a Lot in The Racquet Club Townhomes of Snowden Grove, such spouses, while both Members, will have one (1) vote between them in all matters put before the Membership. If a corporation, partnership, limited liability company, or any other such legal entity shall own a Lot, then such entity shall register with the Secretary of the Association the name and office of the individual who will represent such entity at any meeting of the Members and cast such entity's vote. Anything in these Bylaws to the contrary notwithstanding, so long as the Developer owns a Lot in the Property, the Developer shall be allocated one hundred (100) votes per Lot on any matter before the Association.

Section 3. **ROSTER OF MEMBERSHIP.** The Secretary of the Association shall maintain a roster of the Membership entitled to vote at the meetings as hereinafter provided.

Section 4. PROXIES. Every Member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be filed with the Secretary before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE III **BOARD OF DIRECTORS**

Section 1. BOARD OF DIRECTORS. The Association shall be governed by a Board of Directors consisting of five (5) persons (each being a "Director"). Except as provided in Article III, Section 2, each Director shall be a Member, as such term is defined in the Declaration. Anything in these Bylaws to the contrary notwithstanding, during the Developer Control Period the Association shall be governed by a Board consisting of three (3) persons (each being a "Director").

Section 2. FIRST BOARD OF DIRECTORS. The Developer shall be entitled to appoint the members of the Board of Directors during the Developer Control Period. Upon the termination of the Developer Control Period, the first Annual Meeting of the Association shall be held and a Board of Directors, in accordance with Article III, Section 3 of the Bylaws, shall be elected. The members of the first Board of Directors shall serve until they are replaced by the Developer and any vacancies occurring before the election of their successors in accordance with Article III, Section 3 of the Bylaws, shall be filled through appointment by the Developer. The Developer Control Period shall terminate in accordance with the provisions of Article IV, Section 11 of the Declaration.

Section 3. SUBSEQUENT MEMBERS OF BOARD OF DIRECTORS/FIRST ANNUAL MEETING. Within thirty (30) days of the recordation of the Termination Notice (as defined in Article IV, Section 11 of the Declaration) in the Clerk's Office, the Developer shall call the first Annual Meeting of the Members at which the initial Board of Directors composed of Lot Owners shall be elected. The Board shall consist of five (5) Directors, each of whom shall be a Member. The Board of Directors will be elected so that the terms of the Board shall be staggered, it being the intent of the Members that at least one (1) Director with corporate knowledge of the Association remain on the Board each year. To that end, at the first Annual Meeting of the Association, two (2) Directors shall be elected to a three (3) year term, two (2) Directors shall be elected to a two (2) year term, and one (1) Director shall be elected to a one (1) year term (the Director with the most votes shall be elected to the longest term, etc.). All subsequent Directors shall be elected to a three (3) year term.

Section 4. ELECTION OF DIRECTORS. Election of Directors shall be conducted in the following manner:

Except as otherwise provided herein, the Members of the Board of Directors shall be elected by written ballot or written proxy at the annual meeting of the Members and shall serve for a three (3) year term or until their successors are elected and qualified. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another association mailing or delivery, including regularly published newsletters or electronic mail (it being understood by the Association that actual notice of the meeting must comport with the provisions of Article V, Section 6 of these Bylaws), to each Lot Owner entitled to vote, a first notice of the date of the election. Any Lot Owner or other eligible person desiring to be a candidate for the board of Directors must give written notice to the Secretary not less than forty-five (45) days before a scheduled election. Additional nominations may be taken from the floor at the annual meeting, but will not be included on any ballot or ballot/proxy sent to the Members in accordance with the notice provisions contained in these Bylaws. At

the election of Directors, Members present must vote for the number of open positions on the Board (i.e., if there are two [2] open positions on the Board, Members present must vote for two [2] candidates). The members of the first Board of Directors need not be elected in accordance with these provisions, with the nominees for such positions being made from the floor from such meeting.

Section 5. REMOVAL BY DEVELOPER. Any Directors or Officers appointed by the Developer may be removed and replaced by the Developer prior to the termination of the Developer Control Period. The original Directors and Officers, or any Director or Officer appointed by the Developer to fill a vacancy arising prior to the termination of the Developer Control Period shall not be capable of being removed by vote of the Membership.

Section 6. ELECTION OF OFFICERS BY BOARD OF DIRECTORS. The Board of Directors shall elect a President, Vice-President, Secretary, and Treasurer. The Board of Directors may, in its discretion, from time to time by a majority vote remove an officer from office with or without cause.

Section 7. QUORUM; VOTING. The attendance of a majority of the Directors of the Board shall constitute a quorum. A simple majority will be required for any binding action, except as otherwise provided herein. Each Director shall be entitled to one (1) vote on all matters before the Board of Directors.

Section 8. QUALIFICATIONS; REMOVAL OF DIRECTORS. With the exception of any Director or Officer appointed by the Developer and any non-Member professional permitted to serve on the ACC pursuant to Article XII, Section 1 of the Declaration, to be eligible for or to hold elected office in the Association, a person must be a Member. Except as otherwise provided herein, any Director or Officer may be removed by a vote of two-thirds (2/3) of the Members. If a Director is removed by the Members, then a replacement shall be elected at such meeting by the Members (with such replacement serving the unexpired term of the removed Director).

Section 9. VACANCIES. With the exception of the First Board, vacancies on the Board of Directors caused by any reason other than the removal of a Director by the vote of the Members of the Association shall be filled by the vote of the majority of the remaining Directors or by the sole remaining Director. Each individual so elected shall serve as a Director until a successor is elected to fill the unexpired term at the next annual meeting of the Owners of the Association or at a special meeting of the Owners of the Association called for that purpose. Any Director filling a vacant position shall serve until their successor is elected.

Section 10. NO COMPENSATION. Directors shall serve without compensation.

Section 11. POWERS/DUTIES OF BOARD OF DIRECTORS. Powers and duties of the Board of Directors shall include:

A. The appointment of the Architectural Control Committee (the "ACC"), as such is provided in the Declaration, and all other standing committees and chairpersons thereof. This power can be delegated to the President. All committees shall derive their direction from the Board of Directors. It is understood that the ACC and all committees shall be controlled by the Developer during the Developer Control Period.

B. The appointment of all persons or organizations to serve the Association, including, but not limited to, any professional management company.

C. The filling of vacancies on the Board of Directors until the next annual meeting.

- D. The approval of expenditures of Association funds.
- E. The establishment of policy for the Association.
- F. The dissolution of all standing and other committees. This power can be delegated to the President.
- G. The setting and collection of all annual and special assessments provided in the Declaration.
- H. Such other powers and duties as given to them by the Members; or established by the Declaration; or which may be exercised for, on behalf of, and in the best interests of the Association.
- I. Promulgation of reasonable rules and regulations (the "Rules and Regulations") in accordance with the Declaration after written notice to the Members.

ARTICLE IV **OFFICERS**

Section 1. OFFICERS. Following the annual meeting of the Members, the Directors shall elect the following officers by a majority vote of the Directors: President, Vice-President, Secretary and Treasurer. Offices may be combined, meaning that one person may hold multiple positions at one time, provide that the same person may not be both the President and Secretary.

Section 2. PRESIDENT. The President shall preside at all meetings of the Association and the Board of Directors and shall perform such duties as directed by the Board of Directors. The President shall be the chief executive officer of the Association. He shall have all of the general powers and duties which are usually vested in the office of president of an association.

Section 3. VICE PRESIDENT. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Member of the Board of Directors to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 4. SECRETARY. The Secretary, or another Board Member as designated, shall be the official custodian of all records of the Association except Membership records, shall keep the minutes of the Association and Board of Directors meetings, shall send all official correspondence in the name of the Association, and shall give all required notices. In no event may the President and Secretary be the same individual.

Section 5. TREASURER. The Treasurer shall keep and be responsible for all funds of the Association and shall keep the Membership records. The funds shall be deposited in an account in the name of the "The Racquet Club Townhomes of Snowden Grove Homeowners Association, Inc." The Treasurer shall make a list of all Members which shall include each Member's name, and date joined. The Treasurer shall provide a current membership list to the Secretary on a periodic basis. The President and Treasurer shall each, individually, have signature authority on bank accounts of the Association. All monies belonging to the Association shall be delivered to the Treasurer and all bills shall be submitted to the Treasurer for payment. The Treasurer shall provide regular reports of transactions and prepare financial statements as directed by the Board of Directors. In the event the Association is professionally managed,

the Board may authorize such management company to have signature authority on bank accounts of the Association.

Section 6. DUAL OFFICES. A Director may also serve as an officer and on the ACC.

Section 7. EXECUTION OF INSTRUMENTS. Provided any such document has been approved by the Membership, if necessary and as provided herein, and evidence of such approval is kept with the Association's records, all agreements, contracts, deeds, leases and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by a resolution of the Board of Directors and, in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the President and Secretary. All checks shall be signed by the Treasurer, or in his absence or disability, by the President or any duly elected assistant-treasurer or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V **MEMBERSHIP MEETINGS**

Section 1. ANNUAL MEETING. The annual meeting of the Membership of the Association in each year shall be held between the months of January and April on the particular day, hour, and location as determined and designated by the Board of Directors. Written notification of the Annual Meeting shall be given to the Members as provided in these Bylaws.

Section 2. FIRST ANNUAL MEETING. The first annual meeting of the Membership of the Association, at which control of the Association shall be turned over from the Developer to the residential Lot Owners, shall occur within thirty (30) days of the termination of the Developer Control Period. At the first annual meeting, a Board of Directors shall be elected.

Section 3. INFORMATIONAL MEETINGS. Until such time as the First Annual Meeting of the Association has been held in accordance with Article V, Section 2 of these Bylaws, no less often than once annually once twenty-five percent (25%) of the Lots in The Racquet Club Townhomes of Snowden Grove have been sold to parties intending to use such property for solely residential purposes, the Developer shall call an informational meeting of the Membership of the Association to update the Membership on the status of the development efforts within the subdivision and the status of the common area development. Once the First Annual Meeting has been held in accordance with Article V, Section 2 of these Bylaws, such informational meetings of the Association shall no longer be required or necessary.

Section 4. SPECIAL MEETINGS. Special meetings of the Membership for any purpose may be called (1) by the President or (2) by the Secretary upon written request of five percent (5%) of the Membership. Written notice of all special meetings stating the time, location, and objective thereof shall be given to the Members at least five (5) days before such meeting.

Section 5. QUORUM. The presence, either in person or by proxy, of Members representing at least thirty percent (30%) of the total votes entitled to be cast shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of the Members. If the number of Members at a meeting drops below the required quorum level and the question of a lack of quorum is raised, no business may thereafter be transacted. After two (2) successive meetings of the Members, held with due notice, at which a quorum is not obtained; howsoever many Members as may attend the third consecutive meeting shall constitute a quorum.

Section 6. NOTICE. Written notice shall be given to all Members of annual and special meetings, stating the time, place, and purpose for which the meeting is called. Such notice shall be in writing and shall be mailed to each Member at his or her address as it appears on the books of the Association or may be delivered to his or her Lot not less than seven (7) days nor more than thirty (30) days prior to the meeting. Proof of such mailing or delivery may be given by the written statement of the Secretary or other person giving the notice.

ARTICLE VI ASSOCIATION RESPONSIBILITIES

Section 1. INDEMNIFICATION. The Association shall indemnify the Developer (for the purposes of this section, "Developer" shall include its officers, Directors, and members), every officer and every Director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such Developer, officer, or Director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which such Developer, officer, or Director may be made a party by reason of being or having been a Developer, officer, or Director, whether or not such person is a Developer, officer, or Director at the time such expenses are incurred. The Developer, officers, and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance or malfeasance. The Developer, officers, and Directors 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 Developer, 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 Developer, officer, or Director, or former Developer, officer, or Director, may be entitled, including the provisions of the Act. The Association shall maintain adequate general liability insurance and, if obtainable, officers' and Directors' liability insurance to fund this obligation.

Section 2. INSURANCE. The Association shall, as determined by the Board of Directors in its sole discretion, obtain, and maintain at all times as a common expense insurance as required by the Declaration.

ARTICLE VII PROCEDURE

The President shall regulate and govern all debate and action by the Board of Directors and the Membership at any meeting in a manner which promotes a fair exchange of views and the efficient dispatch of business. When resort to rules of procedure becomes necessary, business may be governed by Robert's Rules of Order.

ARTICLE VIII AMENDMENTS

Section 1. AMENDMENTS. Amendments to these Bylaws may be affected as follows:

Section 2. BY THE ASSOCIATION. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either (i) by a majority of the Board of Directors of the Association or (ii) by not less than thirty-five percent (35%) of the Members of the Association. Except as elsewhere provided, approvals of proposed amendments must be by the affirmative vote of Members holding two-thirds (2/3^{ds}) of all Member votes. Records of all votes authorizing an amendment to these Bylaws shall be kept with

the minutes of the Association. No amendment to these Bylaws may be made during the Developer Control Period without the written consent of the Developer.

Section 3. BY THE DEVELOPER. The Developer, during the Developer Control Period, may amend these Bylaws unilaterally in whole or in part in order to conform these Bylaws to the requirements of any applicable governmental agency; to conform these Bylaws to the requirements any mortgage lender; or to ensure, in its sole and absolute discretion, the reasonable development of the Property.

Section 4. EXECUTION AND RECORDING. In order to be effective an amendment must be (i) executed by the President and Secretary of the Association, with evidence authorizing such execution placed with the minutes of the Association and (ii) recorded in the Clerk's Office.

ARTICLE IX **FINANCES**

Section 1. FISCAL YEAR. The fiscal year of the Association shall commence on January 1st and end on December 31st of each year. The Board of Directors may establish a different fiscal year and must notify each of the then existing Members of the change.

Section 2. DEPOSITORY AND CHECKS. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. All checks or demands for money and notes of the Association shall be signed by one (1) of the following officers: President or Treasurer. The Board of Directors, by resolution, may require more than one (1) signature. In addition, the Board may authorize its professional managing agent to have signature authority on the bank accounts of the Association.

Section 3. ANNUAL BUDGET. The Board of Directors shall propose an annual budget each year and may mail a copy of the Association's proposed annual budget of common expenses to each Member not less than ten (10) days prior to the meeting of the Board of Directors at which the budget will be considered together with a notice of that meeting. Such meeting of the Board of Directors shall be open to all Members. Copies of the annual budget shall be available to all Members upon request.

Section 4. FIDELITY BONDS. The Board of Directors, in its sole and absolute discretion, may require fidelity bonds on all or any officers, employees, and agents of the Association or the Board and any other persons responsible for funds of the Association. The Board of the Association shall determine the amount of such bonds. Premiums on such bonds shall be paid by the Association.

ARTICLE X **NOTICES**

Section 1. NOTICE. Whenever, under the provisions of the Charter or these Bylaws, notice is required to be given to any Director or Member, it shall be construed to mean either personal notice, or notice given in writing by mail by depositing the same in the Post Office or letter box in a postpaid envelope addressed to such Director or Member as their name appears on the books of the Association.

Section 2. WAIVER OF NOTICE. Whenever any notice is required to be given under the provisions of the Charter, the Declaration or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed to be equivalent to the required notice.

ARTICLE XI
OFFICIAL RECORDS

The Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

- A. The plans, permits, warranties, and other items provided by the Developer.
- B. A photocopy of the recorded Declaration and all amendments thereto.
- C. A photocopy of the recorded Bylaws of the Association and all amendments thereto.
- D. A certified copy of the Charter and all amendments thereto.
- E. A copy of the Association's current Rules and Regulations, if any.
- F. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of the Members, which minutes shall be retained for a period of not less than seven (7) years.
- G. A current roster of all Members, their mailing addresses, lot identifications, voting certifications, e-mail addresses (if possible), and, if known, telephone numbers.
- H. All current insurance policies of the Association.
- I. A current copy of any management agreement, lease agreement, or other contract to which the Association is a party or under which the Association or the Members have an obligation or responsibility.
- J. Bills of sale or transfer for all property owned by the Association.
- K. Accounting records for the Association according to generally accepted accounting practices.
- L. Voting proxies, which shall be maintained for a period of one year from date of the meeting for which the proxy was given.

ARTICLE XII
PARTIAL CONDEMNATION OF COMMON AREA

The Association, through the action of the Board of Directors, shall have the power to convey a portion of the Common Area to a condemning authority for the purpose of providing utility easements, right of way expansion, or other public purposes, whether negotiated or as the result of eminent domain proceedings.

ARTICLE XIII
MISCELLANEOUS

Section 1. CHOICE OF LAW. These Bylaws have been executed in the State of Mississippi, and shall be construed, performed, and enforced in accordance with the laws of the State of Mississippi.

Section 2. SEVERABILITY. In the event any provision of these Bylaws shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of these Bylaws shall nonetheless remain in full force and effect so long as the substantial benefits of the parties to be derived from these Bylaws and the performance hereof are not adversely affected by the elimination of such provision(s).

Section 3. ENTIRE AGREEMENT. These Bylaws constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior negotiations, discussions, writings, and agreements.

Section 4. BINDING EFFECT. The terms of these Bylaws and the respective covenants, provisions, terms, conditions, and agreements herein contained shall be binding upon the parties hereto, their heirs, devisees, successors, and assigns.

Section 5. CONFLICT WITH THE DECLARATION. In the event there is any conflict between the terms and provisions of the Declaration and these Bylaws, the Declaration shall control.

I certify that these Bylaws were adopted by the Association as of this ____ day of _____, 2025.

Brandon F. McNary, Incorporator