

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR SECTION H, DICKENS PLACE SUBDIVISIONSECTION 9 Township 2 Range 7  
Plat Book 87 Pg 27

- The minimum heated area for a one story, one and a half story or a two story, exclusive of open porches and garages shall be two thousand four hundred (2400) square feet.
- All lots in the subdivision will be known and described as residential lots and will be used for single-family residential purposes exclusively, and no lot will be subdivided so as to reduce the size of the lot. All buildings and other structures erected upon any lot will be of new construction, and no buildings or structures will be moved from other locations onto a lot. No structure, except as otherwise provided, will be erected, altered placed or permitted to remain on any lot other than one detached, single-family residential dwelling not to exceed two stories in height and an attached private garage for not more than three cars. The foregoing will not prohibit construction of one residence upon two or more lots.
- The developer will exercise complete architectural control for the protection of the investment of individual homeowners and the developer.
- No building, fence, structure, alteration, addition or improvement of any kind will be erected on any lot in the subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by the developer Bridgforth Properties, Inc., Or by a duly-appointed representative of said company. The developer will access each building as to conformity and harmony with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation. House plans shall be submitted to Bridgforth Properties, Inc., a minimum of thirty days prior to initiation of construction. A complete plot plan showing location of house, driveway and any outbuildings, etc. shall be submitted along with house plans.
- All driveways and driveway pipe are the responsibility of the new lot owner and not the developer or the City of Southaven.
- No culvert shall be placed in any road right of way ditch or stream except for one culvert for the driveway which must be approved by the City of Southaven.
- No road right of way ditch or stream, which conveys storm water shall ever be covered or filled for any reason whatsoever.
- Colors on exterior of any and all homes, structures and outbuildings such as, but not limited to brick, siding, shingles, shutters, gutters, windows, and doors must be approved by the Developer before construction.
- All roofs to be constructed with architectural shingles approved by the Developer.
- No plumbing or heating vent will be placed on the front side of any roof. All vents protruding from roofs will be painted the same color as the roof covering.
- Swimming pools will be permitted. However, fencing of swimming pool areas must be within achieved setback lines.
- No foundation vents shall be visible from the street.
- Construction of any dwelling shall be completed within twelve (12) months from commencement of construction, including exterior landscaping.
- Solid block sod (zoysia, hybrid, bermuda, or centipede) is required on all front yards.
- No outside clothes lines will be permitted.
- Dust abatement and erosion control measures will be provided by the contractor or owner in all stages of construction.

- All building debris, stumps, trees, etc. must be removed from each lot by the builder as often as necessary to keep the house and lot attractive. Such debris will be legally disposed of offsite. No lot shall be used, maintained or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish.
- No trailer, travel trailer, motor home, basement, tent, shack, garage, barn, or other out building shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be located on any lot at any time. Boats, trailers, campers or other vehicles shall be parked or stored within the confines of the lot and shall not be parked on the road or the common areas.
- All driveways will be asphalt or washed concrete.
- All house connections for all utilities including, but not limited to, water, sewage, electricity, telephone and television shall be run underground from the property connecting points to the building structure in such manor to be acceptable to the governing utility authority and the Committee. All antennas and satellite dishes shall be placed in the rear of the dwelling. Exterior radio and television antennae and satellite dish installation must be approved in writing by the Committee.
- No individual water supply system of any type shall be permitted on any site unless approved in writing by the Committee.
- There will be no silver finish metal doors (Including glass sliding doors) or windows of any kind; however, a factory-painted or anodized finish may be used. The color of such finish should be neutral earth tones.
- No chain link fences may be used. No fence will be constructed on any lot nearer to any street line than the house line nearest the street. All fences, including fences for backyards, and swimming pools, must be approved by Bridgforth Properties, Inc., prior to construction.
- There will be no signs nailed to trees at any time. All builders' and contractors' signs are to be removed from the lot after the house has been completed. No sign or any kind shall be displayed to the public view on any site except one sign of not more than five square feet advertising the property for sale or rent. All signs must be approved in writing by the Committee.
- No business, trade or commercial activity shall be conducted on any lot.
- Drainage of surface water, storm water, and/or foundation drains may not be connected to sanitary sewers.
- The location and design of all mail boxes will be subject to the developer's approval. All mail boxes shall be of like kind, constructed of the same material and manufactured by the same manufacturer as approved by the developer or his representative.
- In the event that the developer or its representatives fail to approve or disapprove such design and location within a period of thirty days after said plans and specifications have been submitted to them, or if no litigation to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed fully complied with. Neither the members of the company nor its designated representative will be entitled to any compensation for services performed pursuant to this covenant.
- Neither the developer nor any architect, nor agent thereof, will be responsible in any way for any defects in plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.
- Easements for the installation and maintenance of the utilities and drainage facilities are reserved as shown on the plat. All building line setbacks are reserved as shown on the plat.

- The developer of the subdivision shall retain all mineral rights for the land in Dickens Place for the purpose of retaining the royalty on said minerals, if these minerals are developed on adjacent property.
- No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.
- Vegetable gardening will be allowed only to the rear of the home. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs must be kept on a leash, be fenced in a yard, or kept in the house. Any dog creating a nuisance in the neighborhood, be it from excessive barking, chasing cats, chasing people, or the like, shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance.
- Each living unit shall have a minimum of an attached two car garage. All garage entrances shall face the rear or side property line. No front entry shall be allowed.
- No window air conditioners will be allowed. All heating and or air-conditioning compressors or other machinery shall be located to the rear of the residence or on the side if it is totally screened from any street, in such a manner to be acceptable to the Committee, and shall not be visible from the street. Under no circumstances shall any of the same be located at the front of the residence. No vents of any kind shall be located at the front of the building. All use of solar panels is also prohibited.
- All radio and television antennae will be installed in the interior of the residence in such a way as not to be visible from outside. No satellite communication system equipment or dishes will be permitted where visible from the street.
- No motor vehicle or any other vehicle, including a boat, motor, boat trailer, lawn mower, tractor or similar vehicle, may be stored on any lot for purpose of repair of the same. No A-frame or motor mount may be placed on any lot. No repair of automobiles or any other vehicles or property, including those enumerated in any of the restrictions, will take place on any lot where such repairs constitute or are done for a commercial purpose.
- With the exception of temporary parking for visitors, maintenance vehicles or delivery vehicles, there shall be no on-street parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles, trucks or trailers. Temporary parking as used above is defined as not including over-night parking.
- All personal property kept on the premises of a lot shall be either kept and maintained in a proper storage facility, or shall be stored at the rear of the home. However, nowhere on the property shall this provision be construed to permit junk cars, old appliances, or the like to be kept anywhere on the property, including in the front, on the side, or to the rear of the property. Any personal property, if it is to be stored on the lot, is to be stored in a completely enclosed structure approved by the Committee. Among other remedies, and after thirty (30) days notice to the owner, the Association may come upon the lot to remove property being stored in violation of this provision, all at the expense of the owner, which shall constitute a lien against said property. An automobile or other vehicle shall be considered a "junk car" under this provision if it is immobile for a period of thirty (30) days or longer, or does not have a current license tag.
- If the parties hereto or any of them or their heirs or assigns will violate any of the covenants or restrictions herein before they expire, it will be lawful for any other person or persons owning a lot in this subdivision to prosecute any proceedings at law or in equity against person or persons either to prevent him/them from doing so or to recover damages for such an effort.

- This subdivision is classified as a low density rural type development which utilizes road ditches and natural streams to convey storm water. It is not the intent of the developer to ever improve these ditches or streams other than that what is required by the governing authority for final subdivision approval, by installing pipe, placement of rip-rap or other erosion controlling materials and/or lining of the ditches or streams with concrete or other similar material. No present or future governing authority is under any obligation, either written or spoken, to improve said ditches and streams. Purchasers of these lots are to maintain said ditches so as to prevent erosion and to convey the storm water in such a manner not to create a problem upstream or downstream on other lot.
- These covenants are to run with the land and will be binding upon all parties and persons claiming under them for a period of twenty five years from the date these covenants are recorded, after which time said covenants will continue in force and affect until an instrument signed by a two-thirds majority agreeing to change said covenants in their entirety or in part. Each lot will have one vote as long as the developer, Bridgforth Properties, Inc., owns more than fifty percent of the lots. The developer may amend these covenants without the consent of the other lot owners.
- In addition to the restrictions and covenants contained in this Declaration, it is contemplated that the Declarant shall place additional restrictions and covenants against subsequently developed sections of Dickens Place PUD as they are constructed and platted. Said additional restrictions and covenants shall be placed of record in the office of the Chancery Clerk of DeSoto County and noted on the recorded plat of each section. In addition to setting the minimum square footage of heated floor area in each section, said supplemental Declaration may place additional covenants and restrictions against said sections as they are being platted. It is contemplated by Declarant that a supplemental Declaration shall be filed for Section A and subsequent sections of the Dickens Place PUD development.
- Dickens Place has a Homeowners Association to protect your interest.

Witness the signature of the duly authorized officer of the corporation, this the date written above.

DICKENS, LLC.

By: 

Barry W. Bridgforth, Manager

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this 15<sup>th</sup> day of June, 2004, within by jurisdiction, the within named Barry W. Bridgforth, who acknowledges that he is President of Bridgforth Properties, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

*Christy Beck*  
Notary Public



My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JUNE 18, 2005  
BONDED THRU STEGALL NOTARY SERVICE

Declarant: Bridgforth Properties, Inc.  
3606 Bridgforth Rd.  
Olive Branch, MS 38654  
662-429-4441

STATE MS.-DESOTO CO.  
JUN 18 9 38 AM '04

SK 474 PG 670  
W.F. DAVIS CH. CLK.

**DICKENS PLACE HOMEOWNERS ASSOCIATION, INC.  
AMENDED AN RESTATED  
BY-LAWS**

**ARTICLE I. IDENTIFICATION**

- A. **NAME.** The name of the Association shall be Dickens Place Homeowners Association, Inc. (Hereinafter the "Association").
- B. **PURPOSE.** The Association has been organized for the purpose of preserving, managing and exercising architectural control over the lots and Association property and to promote the health, safety and welfare of the Owners and occupants of Dickens Place within Dickens' Place Subdivision ("Dickens Place") located within, Section 9, Township 2 Range 7 West, City of Southaven, Desoto County, Mississippi located on the following plats: Book 58, Page 8; Book 62, Page 43; Book 66, Page 16; Book 68, Page 48; Book 79, Page 2; Book 79, Page 12; Book 84, Page 18; Book 86, Page 30; Book 87, Page 27; Book 93, Page 45. Organization of the Association is in accordance with the Declaration of Covenants and Restrictions and all amendments thereto for Dickens Place, herein collectively referred to as the ("Declaration") which appear of record in the Office of the Chancery Clerk of Desoto County, Mississippi in the following: Book 321, Page 126; Book 337, Page 257; Book 321, Page 161; Book 337, Page 287; Book 351, Page 622; Book 361, Page 616; Book 423, Page 643; Book 457, Page 69; Book 474, Page 670.
- C. **OFFICE.** The principal office of the Association shall be 1661 Aaron Brenner Dr., Memphis, TN 38187.
- D. **FISCAL YEAR.** The fiscal year of the Association shall be the Calendar year.
- E. The Association shall have no corporate seal.

\* Prepared by:  
Sharon Gabreski  
Board of Directors  
Dickens Place Homeowners Association, Inc.  
PO Box 172086  
Memphis, TN 38187  
901 321 6760

Return to:  
Level 1 Management Group  
PO Box 172086  
Memphis, TN 38187-2086  
901 321 6760

**ARTICLE II. MEMBERS**

- A. **MEMBERSHIP.** Every lot owner shall become a Member of the Association commencing with his or her acquisition of a lot in the Subdivision. Membership shall terminate whenever a property owner ceases to be the owner of a lot in the Subdivision.
- B. **MULTIPLE OWNERS.** When a Lot is owned by more than one person, whether as co-tenants, joint tenants, tenants by the entirety or other use, each Owner shall be a Member of the Association by virtue of being a record Owner of an interest on a Lot. Lessees of Lots shall not be Members. All matters of voting shall; however be determined per Lot basis, as provided in Article IV.

**ARTICLE III. MEETING OF MEMBERS**

- A. **ANNUAL MEETING.** The Members of the Association shall meet annually. The annual meeting of the Association shall be held on the 1st Tuesday after January 25th of each year, at such place as shall be designated in the notice of the meeting. Failure to hold the regular annual meeting at the time designated shall not be a forfeiture of result in dissolution of the Association, and in the event of such a failure the regular annual meeting shall be held within a reasonable time thereafter, or canceled.
- B. **SPECIAL MEETING.** Special meetings of the Members may be called by a majority of the Directors, and it shall be the duty of the Directors or the Management Company to cause notice of such meeting to be given as hereinafter provided. The Directors shall fix the time and place for the meeting.
- C. **NOTICE OF MEETINGS.** Notice of the time, place and purpose of any meeting of the Members shall be in writing to those noted on the membership rolls not less than fifteen (15) days previous thereto, either personally or my mail, including electronic mail or also by signs posted at the entrances of the subdivision along Getwell Road, at the direction of the Secretary or the Directors calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association with postage thereon prepaid.
- D. **ACTS OF THE ASSOCIATION.** Action taken by a majority of the Members present at a meeting of the Members at which a quorum is present shall be the act of the Association.

- E. **QUORUM.** Unless the Mississippi Nonprofit Corporation Act requires otherwise, a meeting of the Members at which a quorum is present shall be the act of the Association. At the membership meeting, the presence of members or of proxies entitled to cast Thirty-five Percent (35 %) of all of the votes shall constitute a quorum, unless the meeting business pertains to annual assessments or special assessments, then the quorum will require the presence of members or of proxies entitled to cast Sixty Percent (60 %) of all the votes as directed by the Declaration of Covenants and Restrictions. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the proceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.
- F. **ACTION WITHOUT A MEETING.** Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth action so taken, shall be signed by a majority of the Members and filed with the minutes of the proceedings of the Members.

#### ARTICLE IV. VOTING

- A. **VOTING.** Voting rights of the members in relation to number of votes and manner cast shall conform to that described in the Covenants, Conditions and Restrictions for Dickens Place. When more than one person owns a lot, although all such persons are considered a Member of the Association, only one vote may be cast for such lot. All members wishing to vote or assign a proxy must be current of their dues at the time of said vote
- B. **PROXIES.** Owners may vote by proxy in their discretion.

#### ARTICLE V. RIGHTS AND LIABILITIES OF MEMBERS

- A. **PROPERTY INTEREST OF MEMBERS.** No Member of the Association shall have any right, title or interest in or to any property or assets of the Association
- B. **NON-LIABILITY FOR DEBTS.** The private property of the Members shall be exempt from execution or other liability for any debts for the Association, and no Director or Officer shall be liable or responsible for any debts or liabilities of the Association.



**ARTICLE VI. DIRECTORS**

- A. **GENERAL POWERS.** The business and affairs of the Association shall be initially managed by the Board of Nine (9) Directors which shall exercise all of the powers of the Association except those reserved by law, the Articles of incorporation or these By-Laws.
- B. **ELECTION AND TERM OF OFFICE** No later than December of each year, nominations will be accepted for each Director position which will expire that year. The Directors shall be elected by ballot, by the Members in good standing at the regular annual meeting of the Members or through the official online voting ballots. These Directors shall hold office for a term of three years. Each year three Director positions will expire, leaving six experienced Directors on the board to provide for continuity.
- C. **REMOVAL OF DIRECTORS.** Any Director elected or appointed by the membership of the Association may be removed by the membership whenever in its judgment the best interest of the Association will be served thereby. Removal of a Director will be by two-thirds (2/3) majority vote of the membership. A Director may also be removed by a majority vote of the Board of Directors if any Director is absent from three consecutive Board meetings.
- D. **VACANCY.** If the office of any Director becomes vacant, whether by reason of death, resignation or disqualification, incapacity or otherwise, a majority of the remaining Directors shall select a successor who shall hold the office for the unexpired term of the Director he is replacing.  
Mississippi State law for non-profit corporations places term limits of five (5) years on Board of Directors
- E. **RESIGNATION.** Any Director may resign at any time by sending written notice to the Secretary of the Association. Such resignation shall take effect upon receipt by the Secretary. Any Director shall be deemed to have resigned if he transfers his Lot so that he ceases to be a Member of the Association
- F. **COMPENSATION.** Neither Directors nor Officers shall receive any salary for their services. Any Director or Officer of the Association may also perform legal services for the Association; otherwise, no Director or Officer shall receive compensation for serving the Association.

**ARTICLE VII. MEETING OF DIRECTORS**

- A. **ORGANIZATIONAL MEETINGS.** The Organizational meeting of a newly elected Board shall take place within two (2) weeks of its election. The date, location and time of the first organizational meeting shall be determined immediately after the adjournment of the annual Members' meeting at which they were elected.
- B. **REGULAR MEETINGS.** The Directors shall meet at least quarterly, at such place as determined by the Directors.
- C. **SPECIAL MEETINGS.** Special meetings of the Board may be called by any Director, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The Director calling the meeting shall fix the time and place (which may or may not be in said City), for the meeting.
- D. **NOTICE OF DIRECTORS' MEETING.** Written notice of the time, place and purpose of any special meeting of the Board shall be made orally or in writing, to each director not less than three (3) days previous thereto either personally, by telephone or by mail including electronic mail or at the direction of the Secretary, or the Director calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Director at his address as it appears on the records of the Association with postage thereon prepaid.
- E. **QUORUM.** A majority of the Board shall constitute a quorum, provided that if less than such majority of the Directors is present at said meeting, a majority of the directors present may adjourn the meeting from time to time; and provided further that the Secretary shall notify any absent Directors present at a meeting at which a quorum is present shall be the act of the Board. All members must be current with their dues to attend meeting or vote.
- F. **TELEPHONE MEETINGS.** Unless otherwise provided by the Articles of Incorporation, the Board of Directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.
- G. **ACTION WITHOUT A MEETING.** Any action required by law to be taken at a meeting of the Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth action so taken, shall be signed by all of the Directors and filed with the minutes of the Board.

**ARTICLE VIII. OFFICERS**

- A. **NUMBER.** The Officers of the Association shall be a President, Vice President, Secretary, Treasurer, and such other officers as may be determined by the Board. The Officers may be elected from the Board of Directors and serve in such dual capacity. Any officer may hold multiple titles. The President shall serve as the Chairman of the Board in the event the Board does not elect a person to do so. Voting rights for President is limited to a tie breaker situation.
- B. **ELECTION AND TERM OF OFFICE.** The Officers shall be elected annually by the Board of Directors of the Association at the organizational meeting of the Board. Each Officer shall hold office until the next regular annual meeting of the Board or until his successor shall have been elected. The vacancy in any office may be filled by the Directors for the unexpired term
- C. **REMOVAL OF OFFICERS AND AGENTS.** Any Officer or agent elected or appointed by the Board of Association may be removed by majority vote of the Board whenever in its judgment the best interests of the Association will be served thereby.

**PRESIDENT.** The President shall (a) be the principal executive officer of the Association, and unless otherwise determined, shall preside at all meetings of the Members of the Board and of the Association; (b) may sign all contracts or other instruments authorized by the Board to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these By-Laws to some other Officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and (c) in general perform all duties incident to the office of the President and such other duties as maybe prescribed by the Board from time to time. President casts vote for tie breaker only.

- E. **VICE PRESIDENT.** In the absence of the President or in the event of his inability or refusal to act, the Vice President shall perform all duties of the President, and when so acting shall have all powers of and be subject to all the restrictions upon the President. The Vice President shall also perform such other duties as from time to time may be assigned to him by the Board. The Vice President shall oversee the Architectural Committee.
- F. **SECRETARY.** The Secretary shall (a) keep the minutes of the meetings of the Members and of the Board of Directors; (b) see that all member notices are duly given in accordance with these By-Laws or as required by law; and, (c) keep a register of the names and mailing addresses of all Directors and Members; this register may also be delegated to be kept by the management company (d) in general, perform all duties incident to the office of Secretary, and such other duties as from time to time may be assigned by the Board.

- G. **TREASURER.** The Treasurer or Management Company if one is designated shall (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) be responsible for the receipt of and the issuance of receipts for all monies due and payable to the Association and for the deposit of all such monies in the name of the Association. and (c) in general, perform such other duties as from time to time may be assigned by the Board. The treasurer or Management Company shall provide monthly financial reports.

#### **ARTICLE IX. POWERS AND DUTIES OF BOARD OF DIRECTORS**

The Board shall have all powers, authority, discretion and duties necessary for the administration and operation of Dickens Place, the Association and Association property, except as may be reserved or granted to the Owners or a specific committee or committees of the Association by a specific Covenant or these By-Laws. The powers of the Board shall include, but shall not be limited to, the following:

- A. **GENERAL POWERS.** All powers specifically set forth in the Declaration of Covenants and Restrictions and these By-Laws, and all powers incident thereto or reasonably to be inferred there from.
- B. **ENFORCEMENT.** The Board shall enforce by legal means, provisions of the Declaration of the Covenants and Restrictions, the By-Laws, the Architectural standards and other Rules and Regulations for the use of the property of the Association. In the event that the Board determines that any Owner is in violation of any of the provisions of the Declaration of Covenants and Restrictions, By-Laws, the Architectural Standards or other Rules and Regulations, the Board, or an agent of the Board designated for that purpose, shall notify the Owner of the nature of the violation. If said violation is not cured within the timeframe (s) specified or if said violations consists of acts or conduct by the Owner, and such acts or conduct are repeated, the Board may exercise the responsibilities and rights as provided in the Declaration of Covenants and Restriction, including the levy of Special Assessments. Each day during which the violation continues shall be deemed a separate offense. A Special Assessment against the Lot Owner shall constitute a lien upon the Lot, and may be foreclosed by the Association in the same manner as any other lien provided that before foreclosure of any lien arising from such a Special Assessment, the defaulting Lot Owner shall be entitled to a hearing before the Board or other Committee so designated in the Declaration of Covenants and Restrictions, upon reasonable written notice, specifying the violations charged and may be represented by counsel.

- C. **BUDGET AND ASSESSMENTS.** The Board may adopt budgets assessments and use and expend assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Declaration of Covenants and Restrictions and By-Laws.
- D. **EMPLOYMENT.** The Board may employ, dismiss, control ad contract for personnel and contractors for the administration and operation of the Association and Association property, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.
- E. **RULES AND REGULATIONS.** To adopt, amend and rescind reasonable rules and regulations relating to the administration of the Association and operation and use of the Association property subject to the Declaration of Covenants and Restrictions and the By-Laws. Provided, however, that any rules or regulations adopted by the Board or other committee may be supplemented, amended or rescinded by affirmative vote of the Owners entitled to cast two-thirds ( 2/3) vote of the Members of the Association.
- F. **FINES AND PENALTIES.** To establish, through the General Power granted the Board via Article IV of the Declaration and in furtherance of the common interest of the property owners of Dickens Place, fines and penalties which may be assessed against an owner for violations Declaration of Covenants and By-Laws. Said Declaration of Fines and Penalties is attached hereto as Exhibit A and incorporated herein.

#### ARTICLE X. NON-PROFIT CORPORATION

- A. **NON-PROFIT STATUS.** The Association is a nonprofit corporation created under the provisions of Section 79-11-001, et seq., Mississippi Code of 1972, as amended, to act as a civic league or improvement society. No shares of stock shall be issued. No part of the net earnings of the association shall inure to the benefit of any private shareholder, member or individual. The Association shall not directly or indirectly participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office. The Association shall not be operated primarily as a social club for the benefit, pleasure or recreation of its members, nor shall the association carry on a business with the general public in a manner similar to organizations operated for profit.

**ARTICLE XI FINANCIAL TRANSACTIONS**

- A. **CONTRACTS.** Except as otherwise provided in these By-Laws, the Board may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances.
- B. **CHECKS, DRAFTS, ETC.** All checks, drafts or other orders for payment or money, and all notes, bonds or other evidences of indebtedness issued in the name of the Association.
- C. **DEPOSITS.** All funds of the Association shall be deposited from time to time to credit of the Association in such bank or banks selected by the Board or management company.
- D. **FISCAL YEAR.** The fiscal year of the Association shall begin on the first day of January and shall end of the last day of December of each and every year. Said period shall also be the "Association Year".
- E. **DUES.** The Board shall determine the amount of said dues, and the time and frequency of payment of same based on Annual budget in accordance to the rules as stated in the Declaration of Covenants and Restrictions
- F. **SPECIAL ASSESSMENTS.** If additional funds are needed for the operation of the Association or for undertaking of special projects, programs or courses of action, the Board must inform the homeowners in writing of a meeting within 30 days.

**ARTICLE XII. COMMITTEE**

- A. **COMMITTEES.** The Board may designate and appoint committees from its members and from the membership at large to address various matters in the Board's discretion. Such committees shall have authority as is designated by the Board not inconsistent with these By-laws and the Declaration of the Covenants and Restrictions.
- B. **ARCHITECTURAL COMMITTEE.** The Board may designate an Architectural Committee of not less than three (3) members as required in article VI of the Declaration of Covenants and Restrictions. Committee members do not have to be Board Directors, with the exception of the chairman who is also the Vice President of the Board of Directors. To provide continuity to the committee and consistency to the application of the

architectural standards, once appointed committee members may serve for five consecutive years and after that at the discretion of the Architectural Review Committee chairman. The Board of Directors may remove any member of the Architectural Review Committee with a majority vote whenever in its judgment the best interests of the Association will be served thereby. The Architectural Committee shall have the power to adopt rules and establish procedures to insure preservation of the aesthetic qualities of the property. The committee shall act for the Board in the evaluation, approval or disapproval of plans submitted for consideration.

#### ARTICLE XIII. INDEMNIFICATION

- A. INDEMNIFICATION.** The Association shall indemnify every officer and Director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such 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 officer or Director may be made a party by reason of being or having been an officer or Director, whether or not such person is an officer or Director at the time such expenses are incurred. The 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 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 (except to the extent that such officers and Directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director, or former officer or Director, may be entitled. The Association shall maintain adequate general liability insurance and if obtainable, officers' and Directors' liability insurance to fund this obligation.
- B. NON-EXCLUSIVE.** The indemnification provided by the preceding paragraph shall not be deemed exclusive of, and shall be in addition to, any other rights to which such current or former director, officer, member of the Architectural Committee or employee may be entitled under any statute, rule of law, provision in the Association's bylaws, Board of Directors resolution or otherwise.
- C. EXPENSES.** The Association may pay for or reimburse reasonable expenses incurred by any current or former director, officer, member of the Architectural Committee or employee if the Board of Directors determines, in the reasonable exercise of discretion, that the conditions set out in Mississippi Code Ann. Section 79-11-281 are satisfied and the director, officer member of the Architectural Committee or employee provides the Association with reasonable security that he will be able to repay any advance if it is ultimately determined that they did not meet the standard of conduct.
- D. RESTRICTIONS.** In no event, however, shall any current or former director, officer, member of the Architectural Committee or employee be entitled to indemnification: (a) in

connection with a proceeding by or in the right of the Association in which such person is adjudged liable to the Association, or (b) in connection with any other proceedings charging improper personal benefit to him, whether or not involving action in his official capacity, in which he is adjusted liable on the basis that personal benefit was improperly received by him.

#### **ARTICLE XIV. INSPECTION OF BOOKS; RECORDS**

- A. RIGHT OF INSPECTION.** Any Member of the Association, upon five business day's written demand, is entitled to inspect and copy, in person or by agent or attorney, during business hours at the Association's principal office any of the records described in Mississippi Code Ann. Section 79-11-285(2) under the conditions and limitations stated in such statute. Members shall have no right to inspect any of the aforementioned corporate books, records and documents except as provided above. The Association may impose a reasonable charge, covering the cost of labor and materials, for copies of any documents provided to a Member.
- B. MAINTENANCE OF RECORDS.** The Association shall maintain the records required by Mississippi Code Ann. Section 79-11-283

#### **ARTICLE XV. DISSOLUTION**

- A. ARTICLES OF DISSOLUTION.** The Board may adopt certain articles of dissolution recommending the dissolution of the Association. Such transaction must also be approved by the vote of two-thirds (2/3) of the Members entitled to vote thereon.
- B. DISTRIBUTION OF ASSETS UPON DISSOLUTION.** In the event of dissolution, the residual assets of the Association shall be distributed to any successor of the Association qualifying for tax exempt status under Section 50 © (4) of the Internal Revenue Code of 1954, as amended, to any other organization or organizations qualifying for tax exempt status under Section 501© of the Internal Revenue Code of 1954, as amended, to the City of Hernando for exclusive public purpose, to the County of Desoto for exclusive public purpose and/or to the State of Mississippi for exclusive public purpose. The residual assets of the Association shall not be distributed in any form or amount or under any circumstances to the Incorporators, Board, Officers, Members, employees or agents, or any other individual or entity not qualifying as a tax exempt organization under Section 501© of the Internal Revenue Code of 1954, as amended.



**ARTICLE XVI. MISCELLANEOUS**

- A. **WAIVER OF NOTICE.** Any Director or Member may waive in writing any notice of a meeting required to be given by these By-Laws. The attendance of a Director or Member at any meeting shall constitute a waiver of notice of such meeting by such Director or Member except in case a Director or Member shall attend a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened.
- B. **RULES AND REGULATIONS.** The Board shall have power to make and adopt such rules and regulations not inconsistent with law, the Charter of Incorporation or these By-Laws, as it may deem advisable to the management of the businesses and affairs of the Association.
- C. **BOOKS AND RECORDS.** The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of Board of Directors. All books and records of the Association may be inspected by any Member for any proper purpose upon five business days written demand.
- D. **Responsibility for Damages to Common Property.** The costs of repair to any type of damage to common property (grounds, trees, fences, entrance signs etc) will be the responsibility of the party causing the damage. Parents and Guardians will be responsible for damages caused by minor children.

**ARTICLE XVII. AMENDMENTS**

- A. **AMENDMENTS.** These By-Laws may be altered, amended or repealed not more than once each annual year by the affirmative vote of two-thirds (2/3) of the Board of Directors present at any regular or special meeting at which a quorum is present, provided the notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal or unless notice of the meeting is waived or action taken by unanimous consent. No Amendment shall be made that is in conflict with the Declaration of Covenants and Restrictions. Records of these By-Laws will be maintained by the Association and/or Management Company and may be inspected by any Member of the Association as detailed above.

Adopted this day August 16, 2011 by majority vote of the Board of Directors of Dickens Place Homeowners Association, Inc. as evidenced by said signatures below:

Printed Name: Kelly Delaney  
Title: Dickens Place Board of Director

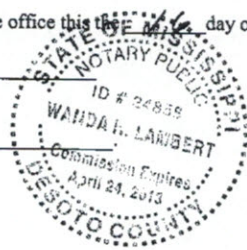
Signature: Kelly Delaney  
Date: 8-16-11

State of Mississippi  
County of DeSoto

Personally appeared before me, the undersigned authority in and for said County and State of this the 16 day of August, 2011 with in my jurisdiction, the within named Kelly Delaney who acknowledged that he/she is the Director of Dickens Place HOA. And that for and on behalf of said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Given under my hand and official seal of the office this the 16 day of August, 2011.

Wanda H. Lambert  
Notary Public



(Seal)

My Commission Expires: \_\_\_\_\_

Printed Name: Sharon Gabreski  
Title: Dickens Place Board of Director

Signature: Sharon Gabreski  
Date: 8-17-11

State of Mississippi  
County of DeSoto

Personally appeared before me, the undersigned authority in and for said County and State of this the 17 day of August, 2011 with in my jurisdiction, the within named Sharon Gabreski who acknowledged that he/she is the Director of Dickens Place HOA. And that for and on behalf of said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Given under my hand and official seal of the office this the 17 day of August, 2011.

Wanda H. Lambert  
Notary Public



(Seal)

My Commission Expires: \_\_\_\_\_

Adopted this day August 16, 2011 by majority vote of the Board of Directors of Dickens Place Homeowners Association, Inc. as evidenced by said signatures below:

Printed Name: Chris Mays  
Title: Dickens Place Board of Director

Signature: *Chris Mays*  
Date: 8-23-11

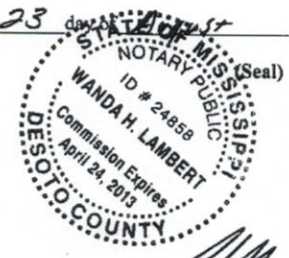
**State of Mississippi  
County of DeSoto**

Personally appeared before me, the undersigned authority in and for said County and State of this the 23 day of August, 2011 with in my jurisdiction, the within named Chris Mays, who acknowledged that he/she is the Director of Dickens Place HOA.  
And that for and on behalf of said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Given under my hand and official seal of the office this the 23 day of August, 2011.

*Wanda H Lambert*  
Notary Public

Signature: *Wanda H Lambert*  
Date: 8-23-11



My Commission Expires: \_\_\_\_\_

Printed Name: Bob Morgan  
Title: Dickens Place Board of Director

Signature: *Bob Morgan*  
Date: 8-23-11

**State of Mississippi  
County of DeSoto**

Personally appeared before me, the undersigned authority in and for said County and State of this the 23 day of August, 2011 with in my jurisdiction, the within named Bob Morgan, who acknowledged that he/she is the Director of Dickens Place HOA.  
And that for and on behalf of said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Given under my hand and official seal of the office this the 23 day of August, 2011.

*Wanda H Lambert*  
Notary Public

Signature: *Bob Morgan*  
Date: 8-23-11



My Commission Expires: \_\_\_\_\_

Adopted this day August 16, 2011 by majority vote of the Board of Directors of Dickens Place Homeowners Association, Inc. as evidenced by said signatures below:

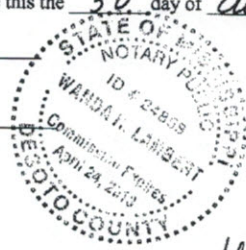
Printed Name: Justin Sutton Signature: [Signature]  
Title: Dickens Place Board of Director Date: 8-20-11

State of Mississippi  
County of DeSoto

Personally appeared before me, the undersigned authority in and for said County and State of this the 30 day of August, 2011 with in my jurisdiction, the within named Justin Sutton who acknowledged that he/she is the Director of Dickens Place HOA.  
And that for and on behalf of said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Given under my hand and official seal of the office this the 30 day of August, 2011.

Wanda H. Lambert  
Notary Public (Seal)



My Commission Expires: \_\_\_\_\_

Printed Name: Allie Stover Signature: Allie Stover  
Title: Dickens Place Board of Director Date: 10-12-11

~~State of Mississippi~~  
~~County of DeSoto~~  
Tennessee  
County of ~~DeSoto~~  
Shelby

Personally appeared before me, the undersigned authority in and for said County and State of this the 12<sup>th</sup> day of October, 2011 with in my jurisdiction, the within named Allie Stover, who acknowledged that he/she is the Director of Dickens Place HOA.  
And that for and on behalf of said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Given under my hand and official seal of the office this the 12<sup>th</sup> day of October, 2011.

Latonya Hairston  
Notary Public



My Commission Expires: My Commission Expires;  
March 28, 2015

Adopted this day August 16, 2011 by majority vote of the Board of Directors of Dickens Place Homeowners Association, Inc. as evidenced by said signatures below:

Printed Name: Al Spencer  
Title: Dickens Place Board of Director

Signature: Al Spencer  
Date: 9-30-11

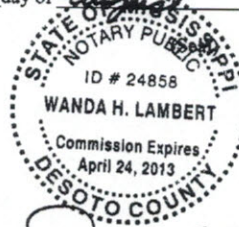
State of Mississippi  
County of DeSoto

Personally appeared before me, the undersigned authority in and for said County and State of this the 30 day of August, 2011 with in my jurisdiction, the within named Al Spencer, who acknowledged that he/she is the Director of Dickens Place HOA. And that for and on behalf of said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Given under my hand and official seal of the office this the 30 day of August, 2011.

Wanda H. Lambert  
Notary Public

My Commission Expires: \_\_\_\_\_



Printed Name: Joe Mosley  
Title: Dickens Place Board of Director

Signature: Joe Mosley  
Date: 9-6-11

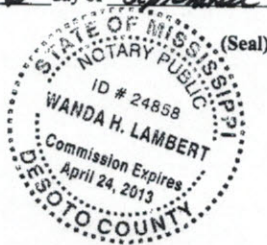
State of Mississippi  
County of DeSoto

Personally appeared before me, the undersigned authority in and for said County and State of this the 6 day of September, 2011 with in my jurisdiction, the within named Joe Mosley, who acknowledged that he/she is the Director of Dickens Place HOA. And that for and on behalf of said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Given under my hand and official seal of the office this the 6 day of September, 2011.

Wanda H. Lambert  
Notary Public

My Commission Expires: \_\_\_\_\_



Adopted this day \_\_\_\_\_ by majority vote of the Board of Directors of Dickens Place Homeowners Association, Inc. as evidenced by said signatures below:

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Title: Dickens Place Board of Director Date: \_\_\_\_\_

State of Mississippi  
County of DeSoto

*Vacant*

Personally appeared before me, the undersigned authority in and for said County and State of this the \_\_\_\_\_ day of \_\_\_\_\_, 2011 with in my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he/she is the \_\_\_\_\_ of \_\_\_\_\_  
And that for and on behalf of said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Given under my hand and official seal of the office this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public (Seal)

My Commission Expires: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Title: Dickens Place Board of Director Date: \_\_\_\_\_

State of Mississippi  
County of DeSoto

*Vacant*

Personally appeared before me, the undersigned authority in and for said County and State of this the \_\_\_\_\_ day of \_\_\_\_\_, 2011 with in my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he/she is the \_\_\_\_\_ of \_\_\_\_\_  
And that for and on behalf of said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Given under my hand and official seal of the office this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public (Seal)

My Commission Expires: \_\_\_\_\_