

George Bobo - County Engineer

Robert Ogletree - 825-5220

Attorney

BY-LAWS

OF

BLACKSTONE HOMEOWNERS PROPERTY ASSOCIATION, LLC

ARTICLE I. OFFICES

SECTION 1. The principal office and place of business of this Association shall be located in the city of Brandon, Mississippi.

SECTION 2. The Association may have such other office within or without the State of Mississippi, at such other place or places as the Board of Directors may from time to time designate or as the business of the Association may require.

ARTICLE II. DEFINITIONS

SECTION 1. "Association" shall mean and refer to Blackstone Homeowners Property Association, LLC, its successors and assigns.

SECTION 2. "Properties" shall mean and refer to that certain real property described in the Blackstone Protective Covenants, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. "Common Area" shall mean all real property, if any, owned by the Association for the common use and enjoyment of the Owners.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, if any, the entrance and open areas.

SECTION 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is apart of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 6. "Declaration " shall collectively mean and refer to the Blackstone Protective Covenants.

SECTION 7. "Member" shall mean and refer to each lot owner in Blackstone as provided for in the Blackstone Protective Covenants.

SECTION 8. "Developer" shall mean and refer to Reservoir East, LLC.

ARTICLE III. MEETING OF ASSOCIATION

SECTION 1. Annual Meeting. The annual meeting of the Association shall be held each year commencing in the year 2009 on the 15 day of January at the hour of 7:00 o'clock p.m. at the principal office of the Association. The Board of Directors may change the place of meeting provided that any such change shall be stated in the notice and call of the annual meeting. Written notice of all meetings must be mailed to each Member of record by the Secretary at least ten (10) days prior to such annual meeting. Notice of any annual meeting may be waived in writing by any Member's attendance at any such annual meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Mississippi, such meeting shall be held at 7:00 o'clock p.m. on the next succeeding business day. If the election of directors shall not be held on the day designated herein for said annual Members meeting or any adjournment of such meeting, the Board of Directors shall cause the election to be held at a special meeting of the Members called pursuant to these Bylaws

as soon thereafter as said meeting may conveniently be held. The order of the business at the annual meeting of Members shall be as follows:

1. Calling meeting to order .
2. Proof of notice of meeting.
3. Reading minutes of last previous annual meeting.
4. Reports of officers.
5. Reports of committees.
6. Election of directors.
7. Such miscellaneous business as may come or be properly brought before the meeting.

SECTION 2. Special Meetings. Special meetings of the Association for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, or by a majority of the Board of Directors, and shall be called by the President upon the written request of the Members of the Association who are entitled to vote 1/4 of all of the votes of the Association. Business transacted at all special meetings shall be confined to the objects or purposes stated in the call; however, notice of any special meeting and consideration of business other than that stated in the call may be waived in writing by any Member and will be considered as waived by his attendance at any such special meeting. The Board of Directors may designate any place within Mississippi, unless otherwise prescribed by statute, as the place of meeting for any special meeting of the Association called by the Board of Directors. If no designation or place of meeting is made or if a special meeting be called

by other than the Board of Directors, the place of meeting shall be at the principal place or office of the Association.

SECTION 3. Notices of Meetings. Notice of annual or special meetings may be written or printed. Notice of any annual meeting shall be deemed satisfactorily given if delivered in person to any Member of record or if mailed to any such Member not less than ten (10) days nor more than thirty (30) days preceding the date of any such annual meeting. Notice of special meetings shall be deemed satisfactorily given if delivered in person or mailed not less than five (5) days nor more than thirty (30) days prior to such meeting. If mailed, such notice shall be deemed to be delivered when deposited in any United States Post Office with postage prepaid addressed to the Member's last known mailing address as it appears on the stock ledger of the Association.

SECTION 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, 1/10 of the total votes shall constitute a quorum, except as otherwise provided in the Certificate of Incorporation, the Blackstone Protective Covenants or these Bylaws. If, however, a quorum shall not be present or represented at any meeting, a majority of the Members so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which quorum shall be present or represented, and entitled to vote, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting and who are entitled to vote may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

SECTION 5. Proxies. At all meeting of the Association, a Member may vote or give his consent to proxy executed in writing by the Member or by his duly authorized attorney in fact. Such proxy shall

and must bear a date not more than ten (10) days prior to said meeting, and must be filed with the Secretary of the Association before or at the time of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

SECTION 6. Voting. Each member of the Homeowners' Association shall have one vote in the election of Directors. For all matters and purposes, the Homeowners' Association shall have two classes of voting membership, as follows:

Class A

Class A members shall be all lot owners with the exception of Developer, and Class A members shall be entitled to one (1) vote for each lot owned. The vote for such lot shall be exercised as they themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B

The Class B member shall be the Developer, and the Class B Member shall be entitled to ten (10) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership as such time that Developer has sold or otherwise conveyed all lots owned by Developer in the Development.

Such vote may be by a voice vote, but any qualified voter may demand a vote by ballot, each of which shall state the name of the Member voting, and the number of qualified votes by him, and if such ballot be cast by proxy, it will also state the name of such proxy.

SECTION 7. Voting for Election of Directors. Unless otherwise provided by law, at each election of directors, every Member entitled to vote at such election shall have the right to vote in person or by proxy the total number of votes owned by him or her for each director's position to be filled on the Board of Directors. There shall be no cumulative voting privileges nor shall the Members be required to distribute their votes among any number of candidates on the cumulative voting principle.

SECTION 8. Consent of Absentees. No defect in the calling or noticing of a Members meeting will affect the validity of any action at the meeting if a quorum was present and if each Member not present in person or by proxy signs a written waiver of notice, consenting to the calling of the meeting and such waiver consenting thereto is filed with the corporate records or made a part of the minutes of the meeting.

SECTION 9. Informal Action by Members. Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

ARTICLE IV. BOARD OF DIRECTORS

SECTION 1. General Powers. The management of all the affairs, property and business of the Association shall be vested in a Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the Certificate of Incorporation, the Blackstone Protective Covenants or these Bylaws, directed to be exercised or done by the Members.

SECTION 2. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee or from the floor at the annual meeting of Members. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and one or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting to the close of the next annual meeting, and such appointment shall be announced at each

annual meeting.

SECTION 3. Number. Tenure and Qualifications. The number of directors of the Association shall be not less than three (3) persons who shall be elected at the annual meeting of the Members by a plurality vote for a term of one (1) year. Notwithstanding the foregoing, the initial members of the Board of Directors of the Homeowners' Association shall include, but not be limited to the Developer. The Developer shall remain on the Board of Directors of the Homeowners' Association until the earlier of (1) the Developer's resignation, or (2) the Developer no longer owning any lot in the development. Notwithstanding the foregoing, so long as the Developer owns any lot in the Development, Developer shall have the right, but not the obligation, to remove and replace any or all members of the Board of Directors at any time the Developer should determining, in its sole and exclusive discretion, that the Homeowner's Association has failed to either diligently prosecute any of its duties and obligations or enforce the protective covenants set forth hereunder. Each director shall hold office until his successor is elected and qualified even though his tenure of office should thereby exceed one (1) year. The number of directors of the Association and their respective terms of service may at any time be increased or decreased by vote of the majority of Members entitled to vote at any regular or special meeting of Members if the notice of such meeting contains a statement of the proposed increase or decrease. Provided, however, that the minimum number of directors shall be three (3) and their minimum term of service shall be one (1) year. In case of any such increase, such additional directors shall hold office until their successors are duly elected and qualified. It shall not be a requirement of the office of director that such person be a Member of this Association.

SECTION 4. Election of Officers. The directors shall elect at their first meeting after each annual meeting of the Members the following officers of the Association for a term of one (1) year or until

their successors are chose even though their tenure of office would thereby exceed one (1) year: A President, Vice President, Secretary and Treasurer. Any office authorized hereunder with the exception of President and Secretary may be held by the same person. The Board of Directors may choose such additional Assistant Secretaries and Assistant Treasurers as in their judgment is in the best interest of the Association. The President must be a member of the Board of Directors and any other officers selected by the Directors may hold a position on the Board of Directors of the Association. The Directors may appoint or elect such other officers and agents as they deem necessary or advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined or assigned from time to time by the directors. The officers of the Association are to have specific control of the affairs, property, business and operation of the Association subject only to the general control of the Board of Directors and such matters as are governed by law.

SECTION 5. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice immediately after, and at the same place as, the annual meeting of Association. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meeting without other notice than such resolution.

SECTION 6. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President, or in his absence, by a Vice President, or by any two (2) directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

SECTION 7. Notice. Notice of any special meeting of the Board of Directors shall be given at least ten (10) days previously thereto by written notice delivered either personally or mailed to each

director at his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 8. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. The act of the majority of the directors present at a meeting in which a quorum is present shall be the act of the Board of Directors.

SECTION 9. Vacancies. Any vacancy occurring in the Board of Directors, regardless of the manner in which caused, may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, unless otherwise provided by law. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and until his successor is elected and qualified. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of Members called for that specific purpose.

SECTION 10. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 11. Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have

consented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or the Association immediately, and not more than five (5) days after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

SECTION 12. Standing or Temporary Committees. The Association shall continue, maintain and be responsible for the establishment and continuation of an architectural committee in the time and manner provided in the Blackstone Protective Covenants. The architectural committee shall consist of a minimum of three (3) persons, after the Association is transferred the responsibility for the appointment of the committee members pursuant to the Declaration. The committee shall otherwise be governed in accordance with the terms and conditions of these bylaws. Additional standing or temporary committees may be appointed from its own number by the Board of Directors from time to time, and the Board of Directors may from time to time invest such committees with such powers as it may see fit, subject to such conditions as may be prescribed by such Board. An executive committee may be appointed by resolution, passed by a majority of the whole Board; it shall have the powers provided by statute, except as specifically limited by the Board. All committees so appointed shall keep regular minutes of the transactions of their meetings and shall cause them to be recorded in books kept for that purpose in the office of the Association and shall report the same to the Board of Directors at its next meeting .

SECTION 13. Powers. The Board of Directors shall have the power to:

Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

Declare the office a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

Employ a manager, and independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay same;

SECTION 14. Other Powers. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board of Directors may exercise all such powers of the Association and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation, the Blackstone Protective Covenants or by these Bylaws directed or required to be exercised or done by the Members.

SECTION 15 .Informal Action by Directors. The Directors shall have the right to take any action in the absence of a meeting which they could take in a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

SECTION 16. Duties. It shall be the duty of the Board of Directors to:

A. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

B. As more fully provided in the Blackstone Protective Covenants and these Bylaws, to:

- fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. In no event, however, shall the amount of the annual assessment be less than the minimum amount necessary to adequately maintain and support the Common Areas; further, the Developer is expressly exempted from any payment obligation for such annual and/or special assessments.
- send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment;
- shall appoint an architectural committee pursuant to the terms and conditions of the Blackstone Protective Covenants;
- issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- procure and maintain adequate liability and hazard insurance on property, if any, owned by the Association;
- cause the open areas and entrance to be maintained.

C. Fix the amount of any special assessments for capital improvements. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each

such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the Owner/Member of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title unless expressly assumed by them.

D. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

E. Written notice of any meeting called for the purpose of fixing or levying special assessments only as defined herein (specifically excluding any annual assessment) shall be sent to all Members not less than 5 days and no more than 30 days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast at least 60% of the votes shall constitute a quorum. 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 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE V. OFFICERS

SECTION 1. Officers of the Association. The officers of the Association shall be President, Vice-President, Secretary and Treasurer. Such other officers and assistant officers as may be deemed

necessary may be elected or appointed by the Board of Directors. The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. It shall not be a requirement that any officer be a shareholder of this Association.

SECTION 2. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the affirmative vote of a majority of all Members of the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed .

SECTION 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors at any regular or special meeting for the unexpired portion of the term and until a successor shall have been duly elected and qualified.

SECTION 4. Chairman of the Board of Directors. The Chairman of the Board of Directors shall preside at all meetings of Members and directors.

SECTION 5 .President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all the business and affairs of the Association. In the absence of the Chairman of the Board of Directors,

he shall, when present, preside at all meetings of the Members and of the Board of Directors. He may sign, with the Secretary, or any other proper officer of the Association thereunto authorized by the Board of Directors or by law, certificates for shares of the Association, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other office or agent of the Association, and in general, the President shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time. The President shall be an ex-officio member of standing committees and shall be responsible for carrying into effect all orders and resolutions of the Board of Directors and Members as required or as good business dictates.

SECTION 6. Vice President. The Vice Presidents in the order designated by the Board of Directors shall exercise the functions of the President during the absence or disability of the President and the Chairman of the Board of Directors. Each Vice President shall have such powers and discharge such duties as may be assigned to him from time to time by the President or by the Board of Directors.

SECTION 7 .Secretary .The Secretary shall:

Keep the minutes of the Members and of the Board of Directors meetings in one or more books provided for that purpose;

See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;

Be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal, is duly authorized;

Keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member;

In general, perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall:

Have charge and custody of and be responsible for all monies, bonds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provision of these Bylaws.

He shall disburse all funds of the Association in payment of the just demands against the Association, or as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Board of Directors, from time to time, as may be required of him, an account of all his transactions as Treasurer and of the financial condition of the Association.

In general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 9. Compensation of Officers. No officer shall receive compensation for any service he may render the Association. However, any officer may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 10. Reports of Officers. All officers shall render reports of the business transacted by them during the fiscal year last concluded at the annual Members meeting and at any directors meeting. Such reports may be orally given unless the Board of Directors instructs the officers to render written detailed reports of such business transacted.

ARTICLE VI. ASSESSMENTS

As more fully provided in the Blackstone Protective Covenants and these bylaws, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Property against which the assessment is made. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residence in the Property and for improvement and maintenance of the open areas and entrance. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of his or her Lot.

A yearly assessment of \$200.00 shall be payable by each member each year, payable in two (2) equal semi-annual payments of \$100.00 beginning with the fiscal year 2008.

Special assessments for maintenance and improvement may be desired and required by the association. Prior to such special assessments being levied, same shall be approved by at least two-thirds (2/3) vote of the members of the association with each member being entitled to one (1) vote for each lot owned. A meeting of the members of the association shall be duly called for the purpose of approving any special maintenance or improvement assessment.

The monthly and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be a personal relieve himself of his personal obligation for delinquent assessments by passing such obligation to his successors in title unless expressly assumed by the successors in title with the written consent and approval of the Board of Directors of the association.

The Board of Directors of the association may, after consideration of the then current costs of providing services herein above enumerated, increase the special assessments to cover the actual costs of such services. The Board of Directors of the association may also, after consideration of the then current maintenance cost and future needs of the association, fix the assessment amount for any subsequent year or years at a lessor amount.

Both annual and special assessments must be affixed at a uniform rate for all Lots and may be collected on a yearly or semi-annual basis. The annual assessments provided for herein shall commence as to all Lots in accordance with the determination of the Board of Directors. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the Owner/Member

personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or the abandonment of his or her Lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon.

ARTICLE VII. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize an officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loan shall be contract on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents, of the Association, and in such manner as from time to time may be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

ARTICLE VIII. FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the 31st day of December of each year.

ARTICLE IX. BOOKS AND RECORDS

SECTION 1. Maintenance of Books and Records. All books, accounts and records of the Association unless otherwise required by law or authorized by the Board of Directors shall be kept in the principal office of the Association and shall be open to inspection at the Association's principal office by the directors and Members of the Association at any reasonable time or times. Copies may be purchased at a reasonable cost.

SECTION 2. Annual Members Report. No annual report to Members is required.

ARTICLE X. WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any shareholder or director of the corporation under the provisions of these By-Laws or under the provisions of the articles of incorporation or under the provisions of the Mississippi Law, 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 equivalent to the giving of such notice.

ARTICLE XI. AMENDMENTS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the directors at any regular or special meeting of the directors.

Adopted this ____ day of _____, 2008.

Blackstone Homeowners Property Association, LLC

By _____

Secretary of Blackstone Homeowners Property Association,
LLC

I, _____, the duly elected, qualified and acting Secretary of Blackstone Homeowners Property Association, LLC, do hereby certify that the within and foregoing Bylaws are the original Bylaws duly adopted by the Board of Directors of said Association at its first meeting held on the ____ day of _____, 2008.

Secretary of Blackstone Homeowners Property Association,
LLC

SWORN TO AND SUBSCRIBED. BEFORE ME, this the ____ day of _____, 2008.

NOTARY PUBLIC

My Commission Expires:

RE-13
L 569-643

2005 20458
Recorded in the Above
SEED Book & Page
09-29-2005 02:11:52 PM
Murphy Adkins - Chancery Clk
Rankin County, MS

Reservoir East, Part 13, Protective Covenants
Also known as and herein referred to in all cases as
BLACKSTONE PROTECTIVE COVENANTS

THE UNDERSIGNED, RESERVOIR EAST, LLC, being the owner of certain land and property situated in Rankin County, Mississippi.

Lots Five Hundred Sixty Nine (569) through Six Hundred Forty Three (643), inclusive, a subdivision according to a map or plat of record in the Office of the Chancery Clerk in Brandon, Rankin County, Mississippi in Plat Cabinet D at slot 90.

SECTION ONE (1)

1. All of the lots in Blackstone, shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any of the above described lots in said subdivision other than single family dwellings, not exceeding two (2) stories in height above the first floor building foundation, together with a garage and a permitted small, one-story, detached accessory building. All buildings erected on any of the above described lots shall be of new construction. No log homes on any kind will be allowed.

2. Any builder or owner of a residential area or lot, that is being built upon shall, during the time of construction be required to weekly clean the majority of debris off the lot that is being built on in order to keep a scenic or natural look of the general area. Further, no trash, debris, trees or under brush cleaned off one lot may be moved onto another lot nor allowed to remain on lot being cleared for a length of time exceeding thirty (30) days. Any person not removing the trash from the lot within thirty (30) days will be required to repay Reservoir East, LLC the cost of removing the trash from said lot.

3. Grass, weeds and vegetation on each lot bought shall be kept mowed at regular intervals (not to exceed three weeks) by the lot owner, so as to maintain the same in a neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such lots. The above restrictions apply to all lots purchased before and after a home is built in Blackstone. Reservoir East, LLC may at its option and in its discretion, have a dead tree or trees removed from the property and mow and remove debris, and the owner of such lot shall be obligated to reimburse Reservoir, LLC for the cost of such work. Should he refuse or neglect to comply with the terms of this paragraph, said cost shall be a lien against said property.

4. No building or structure upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished. Owner or occupant of property shall correct any such condition of disrepair. Failure to do so within sixty (60) days of notification to remedy the condition by Reservoir East, LLC or its successor, may remedy the condition. The cost of same shall constitute a lien upon such property.

5. No residence shall be located on any of the above described lots in Blackstone, closer than fifteen (15) feet to the front property line of said lot, except residence on cul-de-sac shall be set back fifteen (15) feet from street right of way cul-de-sac arc. Every residence shall face the street on which the lot faces. No building shall be erected or located closer than five (5) feet to

an interior lot line. No building shall be erected or located closer than five (5) feet to the back property line. All buildings must be served with underground utilities. No lot will be completely cleared of trees. Each lot owner should strive to leave as many trees in their natural state as possible.

6. No one story dwelling house or residence shall be erected or maintained upon any of said lots in BLACKSTONE containing less than 1100 square feet of ground floor heated living area. For the purpose determining the heated and cooled area, porches, garages and shortage areas shall not be included.

7. No two story dwelling house or residence shall be erected on any lot.

8. All dwellings constructed on any of the aforesaid described property with pier and curtain foundation shall have a curtain wall of brick extending around the entire house.

9. Only one residence shall be erected and maintained at any time upon of the above described lots. However, nothing in any of these restrictions shall be construed as prohibiting the owner of two or more contiguous lots from erecting one residence only thereon and locating the same as if said contiguous lots were but one single lot.

10. Each residence shall be provided with off-street parking in the form of a concrete drive extending from the street pavement on which the residence faces to the garage. All garages must have a minimum of two (2) car (full size) attached garage and the garage shall be closed at all times except for actual entry and exit of the car or cars. No Garage shall be converted to use other than as originally constructed unless a replacement garage is constructed. All houses must have concrete walks extending to the driveway or to the street and sidewalks. Prior to completion of residence, each lot owner will construct a four (4) foot wide concrete sidewalk two (2) feet from the back of curb along all street frontages. Each such sidewalk shall be scored at four (4) foot intervals, with an expansion joint every eight (8) feet, and shall be constructed of broom finish concrete four (4) inches in thickness with a slope of one fourth (1/4) inch per foot. The initial construction and subsequent existence of the sidewalk shall constitute the granting of permission for use of the sidewalk to any and all persons who use it in a safe and reasonable manner.

11. No fence shall be placed on any lot closer to the front property line than ten (10) feet behind the front corners of the house of said lot. It must be wood. It must be six foot good neighbor wood fence with six (6) by six (6) inch post with french gothic cap with standard fascia with a 1 X 4 cross. The back and side fence must be a minimum six (6) foot wood privacy fence. Should a hedge, shrub, tree, flower, or other planting be so placed, or afterward grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of owners of adjoining property. Further, each residence will be expected to have a designated and visual screened area for the keeping of garbage cans or other trash containers,, the same to be subject to approval by the Developer or its representative (s). In all cases trash cans, cans or trash of any kind must be kept in the back yard and out of view of all adjoining lots and the street.

12. All improvements located upon the above described lots (including fences) shall be painted upon erection, unless they are constructed of material such as brick, wood, etc which do not require painting.

13. No outside cloths lines shall be erected or maintained on any lots, nor shall laundry

be hung where exposed to view by the public nor side or rear neighbors.

14. The keeping, maintaining or storing of a mobile home, either with or without wheels, on any parcel of property covered by these Declarations is prohibited. A motorboat, houseboat, ski motorized craft or other similar waterborne vehicle, travel trailer, motor home,, or other major piece of major piece of recreational equipment may be maintained, stored or kept on any parcel of property covered by the Declarations, only if parked completely within a garage or within a structure which has been approved by the Developer or its representative (s). Under no circumstances shall such items be maintained, stored or kept on any streets or rights of way within this development, nor shall any commercial vehicles of any nature be parked, maintained, stored or kept on any street or rights of way overnight. No trailer of any kind, whether loaded or unloaded may be parked in the street or in the driveways except for unloading or loading and then only for a short period of time, not to exceed a day or two.

15. No obnoxious or offensive trade or activity shall be carried on the above described lots nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood.

16. Notwithstanding anything herein contained, any of said lots, or parts thereof may be used in the laying out and construction of a street or streets, and embraced in the right of way thereof, and used as such.

17. No fire arms, archery, archery equipment or other devices of a similar nature may be classified as weapons shall be operated on any lots in the subdivision.

18. The undersigned reserves the right and authority to promulgate and enforce safety and welfare rules and regulations in that area in Rankin County known as Blackstone.

19. No basketball goal, soccer goal, volleyball, net, trampoline or similar sports equipment shall be placed on any other than in the back yard thereof. Basketball goals, soccer goals, volleyball nets(s), trampoline(s) or similar sports equipment are strictly prohibited from being placed in the front or side yard of any lot or on any driveway or street in the Development. No political, advertising or other signs of any type, except those advertizing the property "For Sale", shall be placed on any lot. No lots will have "For Rent" signs placed on any lot.

20. The undersigned and/or its heirs, successors or assigns assume no responsibility or liability for accidents, illness, drowning or damages if any kind or character occurring on property belonging to the undersigned and/or its heirs, successors or assigns in Rankin County known as Blackstone.

21. Notwithstanding anything herein to the contrary, any lot or portion thereof may be temporarily used by Developer for the purpose of laying out and constructing streets in the Development without being liable to any lot owner for damages in connection therewith.

22. Each lot owner hereby covenants and agrees to fully and completely comply with any and all plans submitted by and environmental permits issued by Developer in connection with the construction and development of Blackstone, including with limitation the Storm Water Pollution Prevention Plan (SWPPP) for the Mississippi Department of Environmental Quality (MDEQ) as required in the State of Mississippi's Construction Storm Water General NPDES Permit. Each lot owner hereby warrants, represents, covenants and agrees that he, his contractors and subcontractors shall take all necessary measures to prevent or mitigate sediment from leaving the individual lot which he owns, including the installation of silt fencing, and will

maintain the lot which he owns in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued through the establishment of permanent vegetative cover. Each lot owner further acknowledges and agrees that Developer is not responsible for damages which may be suffered by such lot owner, his contractors and subcontractors and each lot owner hereby agrees to hold Developer harmless for any such damages sustained in connection therewith. In the event a lot owner fails to comply with this paragraph in any manner, the Developer or Homeowners Association', without notice, shall be entitled to immediately correct or repaid any non-conformance or non-compliance, and the lot owner shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the lot owner shall immediately, upon demand, pay the developer or Homeowners' Association' and all costs and/or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Developer or Homeowners Association', in correcting or repairing any non-compliance or non-conformance. Any and all charges and administrative fees incurred by the Developer or Homeowners Association' pursuant to this Paragraph shall constitute a lien against such owner's lot until charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Developer or Homeowners' Association'.

23. If the owner of any lot subject to these covenants, or its successors in title, or any of them, their assigns or devisees, shall violate or attempt to violate any of the covenants herein, its successors or assigns or any other person, persons or entity violating or attempting to violate any such covenant, in such event the owner of the lot or lots causing or permitting this violation of these covenants shall pay all attorney fees, court cost and other necessary expenses incurred by the person instituting such legal proceeding to maintain and enforce the aforesaid covenants, said attorneys fees to be fixed by the Court, and it is further agreed that the amount of said attorneys fees, Court cost and other expenses allowed and assessed by the Court for the aforesaid violation or violations shall become a lien upon such land, as to the date legal proceeding were originally instituted, and said lien shall be subject to foreclosure in such action, so brought to enforce such covenants in the same manner as other liens upon real estate.

24. Reservoir East, LLC retains for itself, its successors or assigns, the right of absolute architectural control including site plan approval. The intent of this clause is to permit Reservoir East, LLC, its successors and/or assigns to control the compatibility of architectural design of improvements in the said subdivision by vesting in it the authority to approve or reject all plans and building specifications prior to the start of construction. In the exercise of this authority, no more than three (3) basic wall materials will be approved for use on the front of any residence to be constructed on any lot, except in unusual cases and then solely at the discretion of Reservoir East, LLC, its successors or assigns. Also, not more than four (4) colors may be used on the front of any residence constructed on any of said lots and, at its option, Reservoir East, LLC, its successors or assigns, reserve the right of review and approve exterior color schemes. In order to carry out the intent of this clause, no improvements of any character shall be erect or the erection begun, nor shall any changes be made in the exterior design thereof after the original construction on any lot, until the site plan, house plans and building specifications have been submitted to Reservoir East, LLC, its successors or assigns, for review and approval or disapproval. NO CONSTRUCTION SHALL BE STARTED UNTIL PLANS AND SPECIFICATION HAVE

BEEN MADE TO CONFORM TO THE REQUIREMENTS OF RESERVOIR EAST, LLC. In the event Reservoir East, LLC, its successors or assigns, fail to approve or disapprove the plans and building specifications within thirty (30) days after such plans and specifications have been submitted for review, or in any event if no suit to enjoin the erection of improvements, or the making of such alterations have been commenced prior to the completion thereof, such approval shall not be required and all this covenant shall be deemed to have been fully completed with this architectural control authority of Reservoir East, LLC, its successors or assigns.

24. Invalidation of any of these covenants by judgment or court decree shall in no way effect any of the other provisions which shall remain in full force and effect.

25. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of any property within the development. Rankin County has and enforces leash laws. No resident shall allow pets of any kind to roam freely. All household pets shall while outside be kept either on proper leashes or within fences or electronic invisible fencing. No residential lot or single building unit shall be used to keep or maintain more than two dogs or two cats of any age older than six months of age. Hounds, beagles and various other dogs generally recognized as hunting and/or trailing dogs are expressly limited to a maximum of one per residential lot and then only if such dog does not become a nuisance to other lot owners.

26. No dog pens shall be erected except those that might be totally concealed from the roads in said subdivision and from lots adjoining said lot or lots.

27. No farm machinery, equipment, trailers, recreational vehicles (RV's), tractors, boats, vehicles unable to move under their own power or trucks larger than three-quarter (3/4) ton pickup trucks shall be permitted to be parked or left standing overnight on any lot or street in said subdivision. This restriction, however, shall not apply to the use of vehicles for the delivery of goods to, services or maintenance for the benefit of houses in the subdivision, or in the construction of any residence on the lots. Further NO (cars, trucks etc....) Shall be left parked in the front yard or on the street in front of the house.

28. NO junk of any kind or character or any accessories, parts or objects used with cars, boats, buses, trucks, house trailers or the like shall be kept on any parcel of the lot other than in an enclosed building.

29. Inoperative vehicles or appliances may not be abandoned in or on any lot in Blackstone. Inoperative vehicles are defined as any vehicle which meets one or more of the following: (1) Not tagged. (2) Does not have an engine in proper working order. (3) Does not have all four tires on and aired up. (4) Body needs repair customarily done by a body shop and (5) It obviously is not an asset to the surroundings.

30. No mechanical equipment such as a filter system or vacuum system for swimming pools, etc., shall be located so as to be visible from the street. No air conditioning compressor may be located on the front of any structure facing the street.

31. No antenna for transmission or reception of television or radio signals will be allowed. However, concave dishes or receivers for reception of satellite signals, commonly referred to as satellite dishes not to exceed 30 inches (30") in diameter may be installed to the rear of the main residence but may not be installed in the front of the residence or beside the residence. No radio or television signals nor any other electromagnetic radiation shall be permitted to originate from any lot which may unreasonable interfere with the reception of

television or radio signals upon any other lot.

32. There shall be **no out building** of any kind constructed or placed on any lot that does not have the approval of Reservoir East, LLC, its successors or assigns. Reservoir East, LLC, its successors or its assigns cannot approve of any type structure that does not have all the characteristics of the owner dwelling with the one exception of not being required to have brick walls. The kind of roof, the pitch of the roof, the eaves, the windows, the entire structure must have the same characteristics as the house with the one exception mentioned above being allowed.

33. The design of the mailboxes and their support post will be furnished by Reservoir East, LLC. There is a copy of the drawing attached to these covenants described as Exhibit "A". Builders and Homeowners must use this design. You may obtain your mail box from any vendor you choose but it must be exactly like the drawing in Exhibit "A".

SECTION TWO (2) HOMEOWNERS ASSOCIATION

34. Any Homeowners' Association shall not have authority nor any control over any lot owned by a homebuilder or the Developer until record title of said lot has been transferred to a party other than said homebuilder or the Developer, unless the lot is utilized by the homebuilder or Developer as their personal residence or rental property. The Homeowners' Association will be organized and become effective at a time and date determined by the Developer in its sole discretion.

35. At any time following the filing of the final subdivision map or plat for the Development or any part thereof, title to an common area tracts as the Developer shall create shall be conveyed to and accepted by the Homeowners' Association at the discretion of the Developer. Such common area tracts, as well as all amenities or improvements thereon, shall be for the benefit of all lots in the Development and shall be maintained by the Homeowners' Association. Subsequent to the title transfer of such common areas and any amenities or improvements thereon, including but not limited to any entrances, guard houses, green spaces, parks, buffer areas, lakes, ponds or drainage or detention systems, the responsibility and/or liability thereof shall be borne by the Homeowners' Association. All costs, including but not limited to maintenance expenses, insurance and real property taxes related to the property and common areas described in Paragraph 35 shall be borne exclusively by the Homeowners' Association.

36. There is hereby created a lien in favor of the Homeowners' Association against each lot in the Development. By acceptance of a deed, the owner of each lot in the Development, other than Developer, hereby agrees to pay the Homeowners' Association the maintenance assessments or charges fixed or established by the Homeowners' Association from time to time. Such owner of a lot in the Development agrees that the assessment of fees, together with such interest thereon and costs of collection thereof, shall be a continuing lien upon each lot when said assessment is made, which lien shall be subject to foreclosure and enforcement in an action brought by the Developer or Homeowners' Association (as the case may be.) Said assessment, together with costs of collection and interest as the legal rate on any past due amounts, shall also

be a personal obligation of the lot owner.

37. Prior to the actual organization of the Association contemplated by the terms herein, Developer shall have the right, at its option, to perform the duties and/or assume the obligations, levy and collect the assessments and charges, and otherwise exercise the powers herein conferred on the Homeowners' Association in the same way and in the same manner as though all such powers and duties were herein given to Developer directly. Included in these rights is the right for the Developer to cause the Homeowners' Association to be organized and/or chartered. Developer shall have the right to modify, amend, repeal, and/or change any of the terms of these protective covenants relating to Homeowners' Association at any time prior to the actual organization of such Homeowners' Association.

38. The purpose of the Homeowners' Association is to compel compliance with these covenants and to manage and financially support all common areas and easements created by Developer, as shown on the final plat(s), and to perform any and all other such duties and obligation as the Homeowners' Association may assume not inconsistent with any state or federal laws or ordinances, or any covenants or restrictions contained herein.

39. Each lot owner, by purchasing any lot or home in the Development, shall automatically become a member of the Homeowners' Association and shall be bound by the terms and conditions herein, the articles and bylaws of the Homeowners' Association, and such rules and regulations as may be promulgated and adopted by the Homeowners' Association under such articles and bylaws.

40. Each owner of a lot in the Development shall be a member of the Homeowners' Association, and such membership shall be an inseparable appurtenant to and shall pass with title of each lot. Lots with multiple ownership shall be entitled to one membership in the Homeowners' Association.

41. Each member of the Homeowners' Association shall have one vote in the election of Directors. For all matters and purposes, the Homeowners' Association shall have two classes of voting membership, as follows:

Class A

Class A members shall be all lot owners with the exception of Developer, and Class A members shall be entitled to one (1) vote for each lot owned. The vote for such lot shall be exercised as they themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B

The Class B member shall be the Developer, and the Class B Member shall be entitled to ten (10) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership as such time that Developer has sold or otherwise conveyed all lots owned by Developer in the Development.

42. By an owner's acceptance of the deed or other instrument of conveyance of such owner's lot within the Development, each lot owner shall be deemed to covenant and agree to pay the Homeowners' Association annual assessments and special assessments for capital improvements as may be created and set by the Homeowners' Association. Upon organization of the Homeowners' Association, an annual assessment of Two Hundred and no/100 Dollars (\$200.00) per year, payable in two (2) equal semi-annual payments of One Hundred and no/100

Dollars (\$100.00) each, due and payable to the Homeowners' Association by the owner of each lot in the Development. The Developer is expressly exempted from any payment obligation for such annual and/or special assessments created herein.

43. On transfer, conveyance, or sale by any lot owner of all their interest in any lot in the Development, such owner's membership interest in the Homeowners' Association with respect to such lot shall cease thereon and terminate, and shall pass with title to such lot.

44. Except as the Developer and as otherwise provided herein, the Homeowners' Association shall be the sole judge of the qualifications of its membership and of the right to participate in and vote as its meetings.

45. The official address of the Homeowners' Association is 104 Louis Wilson Drive, Brandon, Mississippi, 39042, and shall remain so until changed by the Homeowners' Association at which time the Homeowners' Association shall notify each member thereof of the change of address.

46. Each lot owner or lot purchaser, upon the purchase of such lot, shall immediately notify the Homeowners' Association of such owner's name and address, and pay an initial membership fee of One Hundred and no/100 Dollars. (\$100.00).

47. By written consent of at least seventy five percent (75%) of the lot owners within the Development, the Association may be given such additional powers as may be described by the Homeowners' Association.

48. The Homeowners' Association shall, at all times, observe all of the laws, regulations, ordinances and the like of The County of Rankin, State of Mississippi and of the United States of America, and, if at any time, any of the provisions herein shall be found to be in conflict therewith, such provision shall become null and void, and the remaining provisions herein shall remain in full force and effect.

49. Subject to the limitations set forth herein, the Homeowners' Association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it to adequately and properly carry out the provisions stated herein.

50. All the provisions herein shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the owners of the lots, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such lot owners, their successors in title, and with each other, to conform to and observe all the terms and conditions contained herein.

51. Any lot owner, the Developer or the Homeowners' Association may maintain any legal proceedings to compel or enforce any of the terms and conditions set forth herein.

52. The Board of Directors of the Homeowners' Association shall be fixed at three(3) members. Pursuant to the voting provisions herein and in any by-laws of the Homeowners' Association the Board of Directors shall be elected by a majority vote of all the lot owners in the Development.

53. Notwithstanding the foregoing, the initial members of the Board of Directors of the Homeowners' Association shall include, but not be limited to the Developer. The Developer shall remain on the Board of Directors of the Homeowners' Association until the earlier of (1) the Developer's resignation, or (2) the Developer no longer owning any lot in the Development.

54. Notwithstanding the foregoing, so long as the Developer owns any lot in the

2005 20466

Recorded in the Above

DEED Book & Page

09-29-2005 02:11:52 PM

Development, Developer shall have the right, but not the obligation, to remove and replace any or all members of the Board of Directors at any time the Developer should determine, in its sole and exclusive discretion, that the Homeowners' Association has failed to either diligently prosecute any of its duties and obligations or enforce the protective covenants set forth hereunder.

55. Notwithstanding anything to the contrary herein, these covenants shall not be amended whatsoever without the express written consent of the Developer, so long as Developer owns any lot in the Development.

56. Any waiver of any breach or failure of Developer to enforce any covenant or restriction contained herein shall not effect the validity or enforce ability of such covenant or restrictions.

SECTION THREE (3)

57. Definitions: Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of "Blackstone". "Association" shall mean and refer to the BLACKSTONE Homeowners Property Association, LLC., a non-profit limited liability company, organized under the laws of the State of Mississippi, its successors and assigns. This association is not organized for profit and no part of the net earnings or losses shall inure to the benefit or burden of any member or any individual. The sole purpose of the association is to promote the common good of all owners and occupants of BLACKSTONE and as the same be lawfully expanded and to contribute to the long range good of Rankin County, Mississippi and the surrounding area.

58. These protective covenants may be amended at any time by a written agreement duly executed by party or parties owning sixty-five percent (65%) or more of the recorded lots subject to the restrictions hereto set at the time said amendment or modification is sought. The covenants are to run with the land and shall be binding on all parties, persons and entities claiming under them for an initial period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument signed by the owner or owners of sixty-five (65%) of the above described lots has been recorded in the public records revoking said covenants

WITNESS MY SIGNATURE on this the 19th day of September, 2005.

Reservoir East, LLC

BY



MARCUS MARTIN, MEMBER

STATE OF MISSISSIPPI

COUNTY OF RANKIN

BEFORE ME, the undersigned Notary Public in and for the said County and State, this day personally appeared Marcus Martin, known to be the member of Reservoir East, LLC, who acknowledged that he signed and delivered the forgoing instrument on the day and year therein mentioned, for and on behalf of and as the act and deed of said Limited Liability Company, and as his duly authorized act and deed as such member thereof.

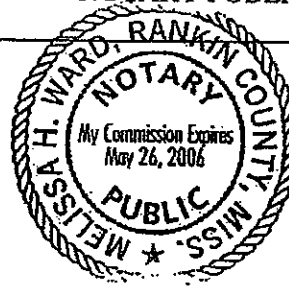
GIVEN UNDER MY HAND and official seal of office on this the 19th day of September, 2005

Melissa H. Ward
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PREPARED BY:

MARCUS MARTIN, MB # 1899
MARTIN & MARTIN
ATTORNEYS AT LAW
POST OFFICE BOX 89
BRANDON, MS 39043-0089
TELEPHONE (601) 825-5055
FACSIMILE (601) 825-5092



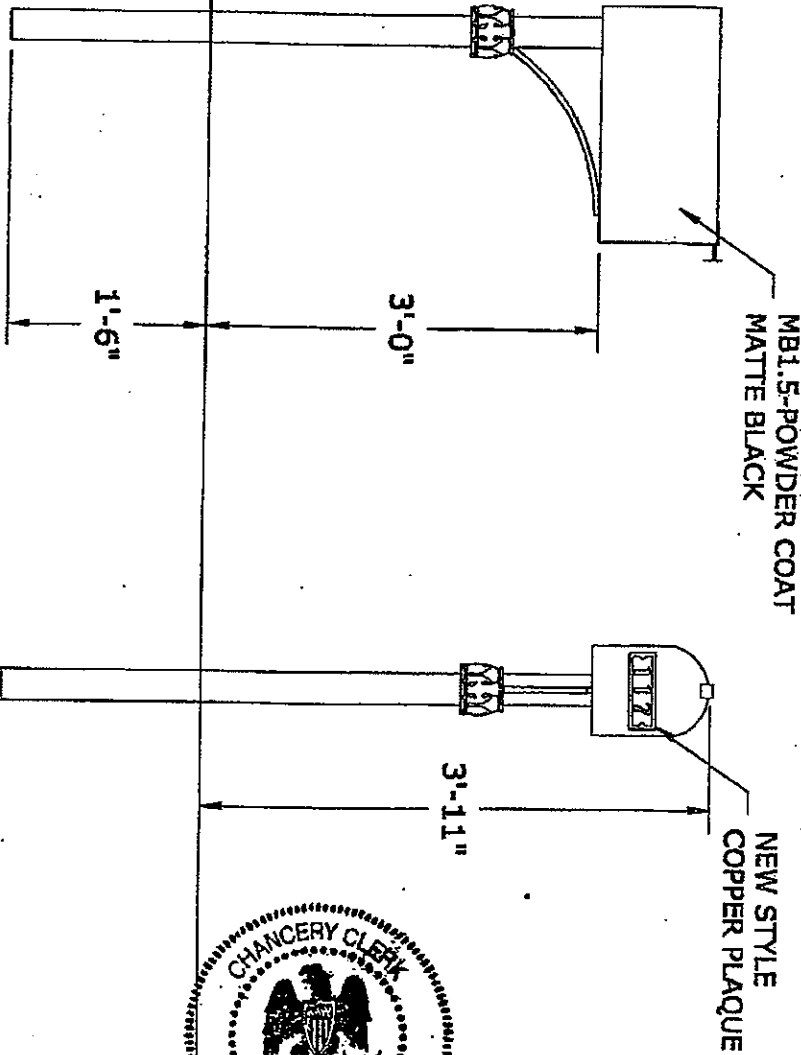
2005 20467
Recorded in the Above
GEEB Book & Page
09-19-2005 02:11:52 PM

D:\OFFICE\COVENANTS\reservoir east part 13 aka blackstone protective covenants 09 19
2005.wpd

BLACKSTONE

2005 20468
 Recorded in the Above
 DEED Book & Page
 09-29-2005 02:11:52 PM
 Murphy Adkins - Chancery Clerk
 Rankin County, MS

POST - POWDER COAT MATTE BLACK
 MAILBOX - POWDER COAT MATTE BLACK
 NEW STYLE COPPER ADDRESS PLAQUE
 \$ 195.00 + tax
 OPTIONAL INSTALLATION \$ 40.00



Martin + Martin
 Exhibit "A"

LOCATED OFF HOLLY BUSH ROAD
 BEFORE RESERVOIR EAST SUB.

COPPER SCULPTURES INC.	
DATE	9/26/05
BY	9/26/05
PROJECT	BLACKSTONE
DESCRIPTION	MAILBOX