

TS-1
L-1-80
TS-2
L-81-119
TS-3
L-120-171

2011 372
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Larry Swales - Chancery Clerk
Rankin County, MS

Indexing Instructions:

Lots 1 through 80 Towne Station, Phase I, Lots 81 through 119 Towne Station Phase II and Lots 120-171 Towne Station Phase III, Rankin County, Mississippi

RATIFICATION AND AMENDMENTS TO THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR TOWNE STATION PHASE I, PHASE II, AND PHASE III

The Declaration of Protective Covenants, Conditions and Restrictions for Towne Station Phase I, recorded in Book 2006 at Page 19146, and amended Book 2008 at Page 25560 and Book 2010 at Page 16375; Towne Station Phase II, recorded in Book 2009 at Page 11229, and amended in Book 2010 at Page 16375; and Towne Station Phase III recorded in Book 2009 at Page 11223, and amended in Book 2010 at Page 16375, are hereby amended and supplemented thereof as follows, to wit:

G. MISCELLANEOUS

2. Grass and weeds shall be kept properly mowed to prevent unsightly appearances. Further, all lawns shall be properly edged and trimmed along all visible paved areas, and all excessive grass and weeds shall be removed from cracks in the pavement. Grass clippings shall not be allowed to remain on any paved areas, including but not limited to, sidewalks, walkways, curbs, streets, etc. If the owner fails to properly maintain their lawn as stated above, the Homeowners' Association, at its discretion, shall resolve the issue by the Homeowners' Association, or its agent, entering the property and performing the needed lawn maintenance. Cost of said lawn maintenance by the Homeowners' Association, or its agent, shall constitute a lien upon said property. Dead, diseased, or damaged trees shall be promptly removed or repaired, and if not removed by owners, then

the Homeowners' Association may, but shall not be required to, remove such trees at the owner's expense and shall not be liable for damage done in such removal. Cost of said removal or clean-up by the Homeowners' Association, or its agent, shall constitute a lien upon said property.

10. No outside clothes line or other outside clothes drying or airing facilities shall be maintained except in an enclosed service area, not visible to the public. Furthermore, no owner shall hang any type of clothing, rugs, or other like items over any fence in Towne Station.

20. No antenna or transmission or reception of television signals will be allowed. However, concave dishes or receivers for reception of satellite signals, commonly referred to as satellite dishes, not to exceed thirty (30) inches in diameter may be installed on the back half of the side roofline of the main residence (i.e. If the main residence's side roofline measures 60' long, then the satellite dish shall be positioned at least 30'1" from the front corner of the roofline). Should the satellite dish be mounted on a pole, rather than mounted on the roofline, such pole shall not exceed 6' in height above the ground, and shall be placed on the back half of the side roofline within 8' of the main residence.

29. All residences of Towne Station shall be owner occupied as a single family residence and shall not be rented or leased in whole or in part. The owner of a residence in Towne Station shall be prohibited from leasing or renting their residence in any manner including, but not limited to, lease agreements, rental agreements, lease-purchase agreements, and rent-to-own agreements. However, if an owner has resided in Towne Station for a period of twelve (12) months, or longer, and claimed a homestead exemption on the residence within those months, and is involuntarily required to relocate, then such owner shall be allowed to rent or lease their residence for a period not to exceed twenty-four (24) months following the date the owner vacates the residence.

If an owner of a residence in Towne Station does not reside in said residence, and allows another person who is not an immediate family member (e.g. parent, grandparent, child, sibling, etc.) to reside in the residence absent any rental or lease agreement, then such arrangement shall be construed by the Homeowners' Association as a violation of this covenant.

30. Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be promptly removed from each residence within twenty-one (21) days of the passing of such holiday.
31. Any lawn decorations, or ornamentations, shall be reasonable in nature, size, and quantity. Should any issue arise as to what constitutes reasonable, the Homeowners' Association shall have the sole discretion to determine whether the lawn decorations, or ornamentation is reasonable.
32. Any swing sets, jungle gyms, trampolines, basketball goals and other outdoor and recreational equipment and appurtenances shall be allowed only in the backyard of the residence behind a privacy fence, and shall, to the extent practicable, be located so that the same are not visible from any street. If an owner desires to have a basketball goal placed in the front yard, or driveway, they shall seek permission and approval from the Homeowners' Association. The Homeowners' Association shall have the sole discretion to permit and approve basketball goals placed in a visible area.
33. Customary window treatments (e.g. curtains, shades, blinds, etc.), in good working condition, shall be used in all outside windows. Under no circumstance shall an owner cover any windows in aluminum foil or other like material.
34. Each residence shall be allowed to conduct no more that two (2) garage sales or yard sales per calendar year.
35. For the purpose of these covenants, the phrase "owner" refers to the owner of the lot and residence, and also any resident, renter, lessee, etc.

H. FINES

The Homeowners' Association shall have the right, ability and power to assess and levy fines against and upon its members and owners for **any** violation of the provisions in these covenants. These fines shall be limited to no more than **Two Hundred Fifty Dollars (\$250) per month**. Fines shall not be assessed until the member/owner has received written notice via U.S. Mail of the particular covenant provision(s) that is/are being violated.

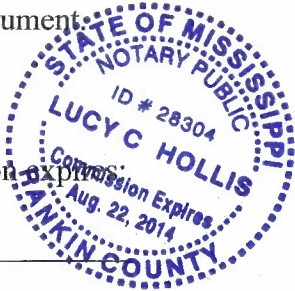
Should an owner be in violation of the covenant prohibiting leasing and renting of the residence, the Homeowners' Association shall have the right, ability and power to assess and levy fines as follows: (1) If the owner leased or rented a residence prior to August 1, 2010, and as of August 1, 2010, was leasing the residence to the same tenant, then the fine shall be \$25.00 per month for as long as such owner owns the residence. (2) The fine for any other owner leasing or renting a residence in violation of the covenant prohibiting leasing and renting shall be \$250.00 per month.

By purchasing a residence bound by these covenants, an owner agrees that such fine or fines shall be deemed reasonable in the light of the anticipated or actual harm caused by the violator, the difficulties of proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy.

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

WITNESS THE SIGNATURES of the undersigned Owners constituting more than sixty-seven percent (67%) of the Owners of Towne Station, Phase I, Towne Station Phase II, and Towne Station Phase III.

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 29th day of Dec., 2010 within my jurisdiction, the within named owners of LOTS 1-80, TOWNE STATION, PHASE I, who acknowledged THEY executed the above and foregoing instrument.



Lucy C. Hollis
NOTARY PUBLIC

My commission expires: _____

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this ___ day of _____, 2010 within my jurisdiction, the within named owners of LOTS 81-119, TOWNE STATION, PHASE II, who acknowledged THEY executed the above and foregoing instrument.

My commission expires: _____

NOTARY PUBLIC

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this ___ day of _____, 2010 within my jurisdiction, the within named owners of LOTS 120-171, TOWNE STATION, PHASE III, who acknowledged THEY executed the above and foregoing instrument.

My commission expires: _____

NOTARY PUBLIC