BY-LAWS

OF

INDIAN TRAILS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I.
Name and Location

Section 1. Name and Location. These are the By-Laws of and for the Mississippi nonprofit and non-share corporation named:

INDIAN TRAILS HOMEOWNERS' ASSOCIATION, INC.

Said corporation is referred to herein at times as the "Association." The principal office of the Association is located at 5420 Lynch Street Extension, Jackson, Mississippi 39209.

ARTICLE II.
Definitions

Section 1. Declarant. "Declarant," as used herein, means Pinelake Development, Inc., a Mississippi corporation, its successors and assigns.

Section 2. Project. The word "project" and the word "community" as used herein, mean that certain community known generally as "Indian Trails" being developed by the Declarant in Hinds County, Mississippi.

Section 3. Declaration. "Declaration," as used herein, means that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for "Indian Trails" under date of September 18, 1997, filed for record in the office of the Chancery Clerk of Hinds County, Mississippi, as same may hereafter be supplemented or amended.

Section 4. Board of Directors. "Board of Directors," as used herein, means the Board of Directors of the Association.

Section 5. Articles. "Articles," as used herein, means the Articles of Incorporation of the Association.

Section 6. President, Vice President, Secretary and Treasurer. The words "President," "Vice President," "Secretary" and "Treasurer," as used herein, mean, respectively, the President, Vice President, Secretary and Treasurer of the Association.

Section 7. Other Definitions. Unless a different meaning is apparent from the context, all other expressions used herein shall have the same meaning as they are defined to have in the Declaration, except that the word "herein" as used in these Bylaws, shall mean in these Bylaws.

ARTICLE III.
Membership and Voting Rights

Section 1. Membership.

(a) The Members of the Association shall be and consist of every person who is, or becomes and Owner of record of the fee title to a lot and is included in the definition of an Owner under Article I of the Declaration. When more than one person owns or holds an interest or interests in a lot, then all such persons shall be members.

(b) The Association shall have two classes of voting membership:

Class A. Class A Members shall be all members with the exception of the Declarant and its nominee or nominees, if any.

Class B. Class B Members) shall be the Declarant and its nominee or nominees, if any.

Section 2. Members' Voting Rights. The voting rights of the Members shall be as follows, to-wit:

(a) Class A Members. Each person, other than the Declarant, who is or who hereafter becomes the Owner of a Lot shall be a Class A Member of the Association. Class A Members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) Class B Members. The Declarant and its nominee or nominees, if any, shall be Class B Members of the Association. Class B Members shall be entitled to four votes for each Lot owned. When the total votes outstanding in the Class A membership equal the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership.

Wherever any provision of the Declaration or the Bylaws requires a vote of a specified percentage of the voting power of each class of Members, then such provisions shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Members. Whenever any provisions of the Declaration requires a vote of a specified percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the combined voting power of all Members.

Section 3. Membership Appurtenant to Real Property. The membership shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as a appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

Section 4. Termination and Reinstatement of Class B Members. If on any one or more occasions all Class B memberships should terminate, and if after any such termination, the Declarant, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Declarant as Class B Members shall be fully reinstated, and following each such occasion the Declarant, or the nominee or nominees, if any, of the Declarant, shall continue to be Class B Members until such time as the total votes outstanding of Class A and Class B Members resulting from the newly added property has been equalized. At such time, the Class B membership resulting from such addition shall cease and be converted to Class A memberships. Following each such reinstatement of the Class B memberships, and for so long thereafter as the Class B memberships shall continue to exist, the Declarant and the nominee or nominees, if any of the Declarant, shall have all rights and powers of Class B membership as herein prescribed.

Section 5. Voting Conflict Between Members. If the fee title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such fee title to the Lot shall object prior to the completion of voting upon the particular matter under consideration. In the event of any such objection, the one vote appurtenant to such Lot shall not be counted.

Section 6. No Preemptive Rights. The Members of the Association simply by virtue of being such Members, shall have no preemptive rights to acquire any additional memberships which the Association may issue from time to time.

Section 7. Membership Certificates. In the event the Board of Directors should consider it necessary or appropriate to issue membership certificates or the like, then each such membership certificate shall state that the Association is organized under the laws of the State of Mississippi, and shall state the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to a Lot to which such membership is appurtenant. Every membership certificate shall be signed by the President or Vice President and the Secretary or an Assistant Secretary and shall be sealed with the corporate seal. Such signatures and seal may be original or facsimile.

Section 8. Lost Certificates. The Board of Directors may direct that a new certificate or certificates be issued in place of any membership certificate or certificates previously issued by the Association and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent

to the issuance thereof, require the registered holder of such lot or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Association a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Association on account of the issuance of such new certificate.

ARTICLE IV.
Meetings of Members

Section 1. Place of Meeting. Meetings of the Members shall be held at the principal office or place of business of the Association, or at whatever other suitable place or places within the State of Mississippi as are reasonably convenient to the membership as may be designated by the Board of Directors from time to time.

Section 2. Organizational Meeting. The organizational meeting of the Members shall be held at whatever time and place as may be designated by the initial Board of Directors named in the Articles, and shall be held within no more than sixty (60) days following the issuance of the Articles.

Section 3. Annual Meetings. The first annual meeting of the Members shall be held at whatever time and place as may be designated by the initial Board of Directors named in the Articles; provided, however, that the first annual meeting of Members shall be held within no more than two (2) years after the date of issuance of the Articles; thereafter the annual meeting shall be held on the second Tuesday of November in each succeeding year. At such annual meetings, there shall be elected by ballot of the Members a Board of Directors in accordance with the provisions of Article V of these Bylaws. The Members also may transact such other business as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Members whenever such is directed by resolution of the Board of Directors, or whenever such is requested by a petition presented to the Secretary after first having been signed by at least twenty percent (20%) of the Members; provided, however, that no special meetings shall be called, except upon resolution of the Board of Directors, prior to the first annual meeting of the Members as hereinabove provided. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except such as is stated in the notice.

Section 5. Notice of Meetings.

(a) It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where the meeting is to be held, to each Member of record, at his address as it appears on the membership roster of the Association or, if no such address appears, at his last known address, at least ten (10) but not more than sixty (60) days prior to such meeting. Any notice so mailed shall be considered as a notice properly served. Attendance by a Member at any meeting of the Members shall be a waiver by him of notice of the time, place and purpose thereof. Notice of any annual or special meeting of the Members also may be waived in any other manner by any Member either prior to, at or after any such meeting.

(b) Meetings at which any action is authorized pursuant to Section 5.04 of Article V of the Declaration must be held in not less than thirty (30) nor more than sixty (60) days after notice to all Members as provided by Section 5(a) hereof.

Section 6. Roster of Membership. The Secretary shall maintain a current roster of the names and addresses of the Members of the Association. Each Member, upon becoming a Member, shall furnish the Secretary with his current mailing address, and thereafter shall notify the Secretary immediately in writing of any change or changes in his current mailing address.

Section 7. Quorum.

(a) The quorum required for any action referred to in Section 5(b) of this Article shall be as follows:

At each meeting called, as hereinafter provided, the presence at the meeting of Members, or of proxies, entitled to cast not less than fifty-one percent (51%) of all votes of Members at the meeting. The assessment may be approved by the assent of two-thirds (2/3rds) of the Members who are voting in person or by proxy at such meeting. Notwithstanding any provision of these Bylaws to the contrary, any action referred to in Section 5(b) of this Article may be taken with the assent given in writing and signed by two-thirds (2/3rds) of the membership.

(b) Quorum and voting requirements for all meetings of members other than as described in Paragraph (a) of this Section shall be as follows:

The presence, either in person or by proxy of Members having at least fifty-one percent (51%) of the votes held by all Members shall constitute a quorum for the transaction of business at any such meeting of Members.

Section 8. Adjourned Meetings. If at any particular meeting of Members, the number of Members present should be less than or should fall below the number required for a quorum, and if such deficiency is brought to the attention of the presiding officer by a proper call or request for a determination of quorum (which call and the results thereof shall be shown on the Minutes of the meeting), then no further business may be transacted at such meeting until the proper quorum is present. In such an event, one additional meeting may be called subject to the notice requirements hereinabove set forth, and the required quorum at the subsequent meeting shall not be necessary. Such subsequent meeting shall be held not more than twenty-one (21) days following the initial meeting at which the quorum requirements were not met.

Section 9. Voting. At every meeting of Members, the Members shall have the voting rights specified in Article III above. The affirmative vote of the Members having at least fifty-one percent (51%) of the total number of votes represented at the meeting, in person or by proxy, shall be necessary to decide any question properly brought before the meeting, unless the question be one as to which, by provision of law, or the Articles, or the Declaration, or by these Bylaws, a different vote is required, in which case such provision of law, or the Articles, or the Declaration, or these Bylaws,

shall govern and control. In the event any membership is owned by a corporation, the vote or votes for such membership may be cast by an individual designated in a certificate signed by the president or any vice president of the corporation and attested by the secretary or any assistant secretary of such corporation and filed with the Secretary of the Association prior to or during the meeting at which the vote is to be cast. The vote or votes for any membership which is owned by a trust or partnership may be cast by any trustee of the trust or any partner of the partnership, as the case may be, and, unless another trustee of the trust or another partner of the partnership, as the case may be, shall object prior to the completion of voting upon the particular matter under consideration, the presiding officer of the meeting shall have no duty to inquire as to the authority of the individual casting any such vote or votes. No Member who is shown by the books of the Association to be more than sixty (60) days delinquent in any payment due the Association shall be eligible to vote, either in person or by proxy, and no such delinquent Member shall be eligible to be elected to the Board of Directors or as an officer of the Association.

Section 10. Proxies. A Member may appoint only another Member or the Management Agent as his proxy; provided that in no case may any Member other than a Declarant or the Management Agent cast more than one (1) vote on behalf of another Member by virtue of a proxy from such other Member. All proxies must be in writing and must be in such form as has been approved by the Board of Directors and must be filed with the Secretary prior to the appointed time of the meeting at which the proxy is to be exercised. Unless limited by its provisions to a shorter term, each proxy shall continue until revoked by a writing properly filed with the Secretary or by the death of the Member who gave the proxy, provided, however, that no proxy shall be effective for a period in excess of one hundred eighty (180) days. All proxies shall automatically cease upon conveyance by the Member of his Lot.

Section 11. Rights of Mortgagees. Any holder of a Recorded First Mortgage on any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by Certified or Registered Mail, Return Receipt Requested. Any such notice shall contain the name and post office address of such holders of Record First Mortgages and the name of the individual at such address to whom notices of the annual and special meetings of the Members should be directed. The Secretary shall maintain a roster of all holders of Recorded First Mortgages from whom such notices have been received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual and special meeting of the Members to each such holder of a Recorded First Mortgage, in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the Members. Any such holder of Recorded First Mortgage shall be entitled to designate a representative to attend any annual or special meeting of the Members and such representative may participate in the discussion at any such meeting and, upon his request made to the presiding officer in advance of the meeting, may address the Members present at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Members upon request made in writing to the Secretary.

Section 12. Order of Business. The order of business at all regularly scheduled meetings of the Members shall be as follows:

(a) Roll Call and certification of proxies.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading and approval of minutes of preceding meeting.
(d) Reports of officers, if any.
(e) Reports of committees, if any.
(f) Unfinished business.
(g) New business.
(h) Election of Directors.
(i) Adjournment.

Section 13. Rules of Order and Procedure. The rules of order and all other matters of procedure at all annual and special meetings of the Members shall be determined by the presiding officer of such meeting.

ARTICLE V.
Directors

Section 1. Number and Qualifications. The affairs of the Association shall be managed and controlled by the Board of Directors. Prior to the first meeting of the Members, K. Mack Robinson, Jerry Jackson and Earl E. Hensley, Jr., shall be the Directors. Following the first annual of Members, and continuing each year thereafter, the Board of Directors shall consist of five (5) individuals, who shall be elected as prescribed by these Bylaws. Directors need not be Members of the Association.

Section 2. Term of Office. Directors shall be elected for one (1) year at annual Members' meetings and shall serve until their successors shall be elected and qualified in accordance with the Bylaws.

Section 3. Change in Number. The number of Directors may be changed from time to time by the Board of Directors or by appropriate amendment to these Bylaws, provided, however, that the number of Directors shall never be less than three (3) nor more than nine (9), and provided further, that a decrease in the number of Directors shall not operate to shorten the term of any incumbent Director.

Section 4. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) 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 until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number

of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 5. Election of Directors. Directors shall be elected by the Members and shall be elected at the annual Members' meetings, or in the event of a vacancy, either at the next ensuing annual Members' meeting or at a special Members' meeting called for that purpose. The election of Directors shall be by secret written ballot, unless such be dispensed with for any particular election by the majority consent of the Members present, in person or by proxy, at the meeting during which the election is held. Each Director shall hold office until his successor has been elected at the next ensuing annual Members' meeting and has duly qualified.

Section 6. Powers and Duties. In the management and administration of the Association's affairs, the Board of Directors shall have power, authority and duty to do all acts and actions, except acts and actions which by law, the Declaration, the Articles or these Bylaws may be exercised only by or are reserved only to the Members. Such power, authorities and duties of the Board of Directors to create, establish or approve policies or decisions relating to the management and administration of the Association's affairs include, but shall not be limited to, the following:

(a) To provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area, Limited Common Area and Common Facilities.

(b) To establish, determine, assess, collect, use and expend the Assessments from the Members, and to file and enforce liens for such Assessments.

(c) To select, designate, train, hire, supervise and discharge personnel necessary or appropriate for the proper maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area, Limited Common Area and Common Facilities, and to establish the compensation and other benefits of or for such personnel.

(d) To authorize the payment of patronage refunds to the Members if and when the Board of Directors determine that the funds derived from Assessments are more than sufficient to satisfy all reasonably foreseeable financial needs or requirements of the Association during the current fiscal year, including funds for reserves.

(e) To purchase insurance upon the Common Area, Limited Common Area and Common Facilities.

(f) To maintain, repair, restore, reconstruct or demolish all or any portion of the Common Area, Limited Common Area and Common Facilities after any casualty loss, and to otherwise improve the Common Area, Limited Common Area and Common Facilities.

(g) To lease and to grant licenses, easements, rights of way, and other rights of use in or option, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, mortgage or encumber or otherwise convey all or any portion of the Common Area, Limited Common Area and Common Facilities upon such terms, conditions and provisions as the

Board of Directors considers to be advisable, appropriate, convenient or advantageous for or to the Association.

(h) To lease as tenant, purchase or otherwise acquire Lots and to option, lease, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, mortgage or encumber or otherwise convey any of such Lots upon such terms, conditions and provisions as the Board of Directors considers to be advisable, appropriate, convenient or advantageous for or to the Association, subject to the provisions of Section 9.01(j) of the Declaration.

(i) To retain or employ a management agent or manager ("Management Agent") for such compensation and for the performance of such duties and services as established or prescribed by the Board of Directors from time to time as provided in Article IX hereof.

(j) To negotiate, prepare, execute, acknowledge and deliver all contracts, agreements, commitments and other documents relating to the Association's affairs.

(k) To prosecute, defend, appeal, settle, compromise or submit to arbitration any suit, action, claim or proceeding at law or in equity or with or before any governmental agency or authority which involves or affects the Association, including the Common Area, Limited Common Area and the Common Facilities.

(l) To retain or employ and pay the fees, expenses or other compensation of accountants, attorneys, architects, contractors, engineers, consultants or other Persons who may be helpful, necessary, appropriate or convenient in or to the Association's affairs, whether or not related to or affiliated with any director or officer of the Association or any Member.

(m) Subject to Section 9.01(d) of Article IX of the Declaration, to borrow any funds required for the Association's affairs from any Person on such terms, conditions and provisions as may be acceptable to the Board of Directors, and to secure the repayment of any such loans by executing deeds of trust or by pledging or otherwise encumbering or subjecting to security interest all or any portion of the assets of the Association, including the Common Area, Limited Common Area and Common Facilities.

(n) To establish rules, regulations, restrictions and requirements or fees and charges from time to time relating to the use of the recreational areas and amenities now or hereinafter located in or on the Common Area, Limited Common Area, including the Common Facilities.

(o) To adopt, promulgate and enforce such rules, regulations, restrictions and requirements as may be recommended by the Architectural Review Committee, the Management Agent, or as the Board of Directors may consider to be appropriate with respect to the Property, the Lots, any improvements on the Lots, including Dwellings, or the use, occupancy and maintenance of the Common Areas, Limited Common Areas and Common Facilities including, but not limited to, rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use, benefit and enjoyment of the Common Areas, Limited Common Areas and Common Facilities by the Members and other

authorized persons, or to govern activities which may be environmentally dangerous or hazardous, including the use or application of fertilizers, pesticides and other chemicals in or on the Property.

Section 7. Vacancies. Should the office held by a Director become vacant, such vacancy shall be filled by an election at the next ensuing annual Members' meeting or at a special Members' meeting called for that purpose, and each individual so elected shall serve as Director until his successor has been elected at the next ensuing annual Members' meeting, and has been duly qualified.

Section 8. Removal of Directors. At any special Members' meeting duly called for such purpose, any Director may be removed from office, with or without cause, by the affirmative vote of a majority of the votes of the Members present and voting, in person or by proxy, at such meeting, and in the event of such removal, a successor to the Director thus removed may be elected then and there to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting called for the purpose of considering such removal. If any Director who is a Member becomes more than sixty (60) days delinquent in payment of any Assessment or carrying charge owed the Association, he may be removed from his office as a Director by a resolution adopted by a majority of the remaining Directors, and in the event of such removal, said remaining Directors may appoint an individual to serve as his successor, in which event the individual so appointed shall serve as Director until the next ensuing annual Members' meeting.

Section 9. Compensation. Except upon the resolution of at least two-thirds (2/3rds) of the then Members of the Association, no compensation shall be paid to Directors for their services as Directors. After the first annual Members' meeting, no remuneration shall be paid to any Director who is also a Member for services performed by him for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before such services are undertaken. Directors may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as Directors.

Section 10. Organizational Meeting. The first meeting of a newly constituted Board of Directors shall be held within ten (10) days after the annual Members' meeting at which the elected Directors on such Board were elected, and such first meeting shall be held at the principal office of the Association or at such other place as may have been fixed by the Members at such annual Members' meeting, and no notice shall be necessary to the Directors of such first meeting.

Section 11. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day fixed for such meeting.

Section 12. Special Meetings. Special meetings of the Board of Directors may be called by the president on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of

the Board of Directors shall be called by the President or Secretary in like manner and upon like notice if requested in writing by at least one-half (1/2) of the Directors.

Section 13. Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may waive, in writing, notice of such meeting, and such waiver shall have the same effect as if notice of the meeting had been properly and timely given to said Director. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and business of any type may be transacted at such meeting.

Section 14. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the actions of the majority of the Directors present at any meeting at which a quorum is present shall be the actions of the Board of Directors. If at any meeting of the Board of Directors, including any one or more adjourned meetings, there should be less than a quorum present, the majority of those present may adjourn the meeting to a later time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 15. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall consent individually or collectively in writing to such action. Such written consent or consents shall be filed as part of the minutes of the Board of Directors.

Section 16. Rights of Mortgages. Any holders of Recorded First Mortgages of any Lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by Certified or Registered Mail, Return Receipt Requested. Any such notice shall contain the name and post office address of such holders of Recorded First Mortgages and the name of the individual at such address to whom notices of the regular and special meetings of the Board of Directors should be directed. The Secretary shall maintain a roster of all holders of Recorded First Mortgages from whom such notices have been received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular and special meeting of the Board of Directors to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this Article for notices to the Directors. Any such holders of Recorded First Mortgages shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representative may participate in the discussion at any such meeting and, upon his request made to the President in advance of the meeting, may address the Board of Directors at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

Section 17. Fidelity Bonds. The Board of Directors shall require that all officers, directors and employees of the Association who regularly handle or otherwise are responsible for the funds of the Association shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty in accordance with the requirements of Article X of these Bylaws. The premiums on such bonds or insurance shall be paid by the Association.

Section 18. Committees. The Board of Directors, by resolution adopted by a majority of the Directors, may appoint committees to perform such tasks and to serve for such periods as the Board may deem desirable. Such committees shall perform duties and have such powers as may be provided in the resolution. Each committee will be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors and such provisions as designated in the Declaration.

ARTICLE VI.
Officers

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be appointed by the Directors. Only those individuals who are members of the then current Board of Directors shall be eligible to serve as officers of the Association. In addition to the officers named above, the Members may elect one or more Assistant Secretaries and one or more Assistant Treasurers and such other officers as is their judgment may be necessary or appropriate. The offices of Secretary and Treasurer may be filled by the same individual, and likewise, the offices of Assistant Secretary and Assistant Treasurer may be filled by the same individual.

Section 2. Election of Officers. The initial officers of the Association shall be elected at the organizational meeting of the Members. Thereafter, the officers of the Association shall be elected annually at each annual Members' meeting, or, in the event of a vacancy, at a special Members' meeting called for such purpose. Each officer so elected shall hold office until his successor has been elected at the next ensuing annual Members' meeting, and has duly qualified.

Section 3. Vacancies. Should the office held by an officer become vacant, such vacancy shall be filled by an election at the next annual Members' meeting or at a special Members' meeting called for that purpose, and the individual so elected shall hold the office to which elected until his successor has been elected at the next ensuing annual Members' meeting, and has duly qualified.

Section 4. Removal of Officers. At any special Members' meeting duly called for such purpose, any officer may be removed from office, with or without cause, by the affirmative vote of a majority of the Members present and voting, in person or by proxy, at such meeting, and in the event of such removal, a successor to the officer thus removed may be elected then and there to fill the vacancy thus created. Any officer whose removal has been proposed shall be given an opportunity to be heard at the meeting called for the purpose of considering such removal.

Section 5. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and all meetings of the Board of Directors. He shall have all of the general authorities, powers and duties which are normally vested in the office of president of a corporation, provided, however, that such authorities, powers and duties, from time to time, and at any time, may be restricted or enlarged by the Board of Directors.

Section 6. Vice President. The Vice President shall take the place of the President, and shall have the authorities and powers and perform the duties of the President, whenever the President is unwilling or unable to act. If neither the President nor the Vice President is willing and able to act, then the Board of Directors shall appoint one of its members to act as the chief executive officer of the Association on an interim basis. The Vice President shall assist the President generally, and when acting for the President, shall have the same authorities, powers and duties as the President. The authorities, powers and duties of the Vice President, from time to time and at any time, may be restricted or enlarged by the Board of Directors.

Section 7. Secretary. The Secretary shall keep the minutes of all Members' meetings and the minutes of all Board of Directors' meetings. The Secretary shall give notice of all annual and special Members' meetings and all regular and special Board of Directors' meetings. The Secretary shall have custody of the seal of the Association, if any. The Secretary shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may specify. In addition, the Secretary shall have whatever other authorities, powers and duties, but only such authorities, powers and duties, as may be prescribed by the Board of Directors. If, at any one or more times, the Secretary is unwilling or unable to perform his duties, such duties may be performed by any one or more individuals designated by the Board of Directors.

Section 8. Treasurer. The Treasurer shall have responsibility for the funds and securities of the Association, and shall have responsibility for keeping, or causing to be kept, full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall have responsibility for causing the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as from time to time may be designated by the Board of Directors. In addition, the Treasurer shall have whatever other authorities, powers and duties, but only such authorities, powers and duties, as may be prescribed by the Board of Directors. If, at any one or more times, the Treasurer shall be unwilling or unable to perform any part of his duties, such duties may be performed by one or more other individuals designated by the Board of Directors.

ARTICLE VII
Indemnification of Officers and Directors

Section 1. Indemnification. The Association shall indemnify every officer and director of the Association, and every person who may serve at the request of the Board of Directors as a director or officer of another association in which the Association owns an interest or shares of stock or of which the Association is a creditor, against all costs actually and reasonably incurred by any such officer, director or person in connection with the defense of any action, suit or proceeding, civil or criminal, to which any such officer, director or person is a party by reason of his being or having been such officer, director or person, provided that such indemnification shall not extend to any matters concerning which such officer, director or person has failed to act in accordance with the standard of conduct prescribed by Section 79-11-267 or by Section 79-11-275 as applicable to Mississippi Code of 1972, as amended. Such indemnification shall include amounts payable as the result of the settlement of any such action, suit or proceeding; provided, however, that any such settlement shall be approved in writing by the then Board of Directors. The officers and directors of the Association

shall not be liable to the Members or to the Association for any mistake of judgment, or otherwise, except as provided by law and except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such 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 of the Association, or former officer or director of the Association, may be entitled, whether by law, by resolution adopted by the Members after notice, or otherwise.

Section 2. Conflict and Identity of Interest. The Directors and officers shall exercise their powers and duties in good faith and with a view to the interest of the Association. No contract or other transaction between the Association and one or more of its Directors or officers, or between the Association and any corporation, firm or association in which one or more of the Directors or officers of this Association are directors or officers or are pecuniarily or otherwise interested, shall be either void or voidable because such Director or Directors or officer or officers were present at the meeting of the Board of Directors or any committee thereof which authorized or approved the contract or transaction, or because his or their votes were counted for such purpose, if any of the conditions specified in any of the following paragraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes of the Board, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for such purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the Members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for such purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

A common or interested Director may be counted in determining the presence of a quorum at any meeting of the Board of Directors or any committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not a common or interested Director.

ARTICLE VIII.
Limitation of Liability

Section 1. Limitation of Liability. The Association, the Board of Directors and each Director and each officer of the Association shall not be liable for any failure to provide any service to be furnished by the Association or to be paid with funds from charges or fees or from Assessments, or for injury, including death, or damage to any Person or property caused by the elements or caused by or

resulting from electricity or water which may discharge or flow from any portion of the Common Area, Limited Common Area or Common Facilities, or from any wire, pipe, drain, conduit or similar property. The Association shall not be liable to any Member or any other person for theft or other loss of or damage to any property which may be left or stored upon the Common Area, Limited Common Area or Common Facilities. No diminution or abatement of annual maintenance or special Assessments shall be claimed or allowed for inability to use, inconvenience or discomfort caused by or arising or resulting from the need for or the conduct of routine or other maintenance or repairs or the construction or reconstruction of improvements on the Common Area, Limited Common Area or Common Facilities, or from any action taken or omitted or from inaction by the Association to comply with any of the provisions of this Declaration, any law or ordinance or the order or directive of any governmental authority or any court.

ARTICLE IX.
Management Agent

Section 1. Management Agent. The Board of Directors may retain or employ a Management Agent at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall direct and authorize which may include, without being limited to, the following power and authority:

(a) To establish and collect the annual maintenance and special Assessments, and enforce liens to secure the collection of such Assessments.

(b) To provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area, Limited Common Area and Common Facilities.

(c) To select, designate, train, hire, supervise and discharge personnel necessary or appropriate for the proper maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area, Limited Common Area and Common Facilities.

(d) To enforce and to recommend the Board of Directors to approve and enforce such rules and regulations, restrictions and requirements relating to maintenance, care, upkeep, surveillance, services and operation of the Common Areas, Limited Common Areas and Common Facilities.

(e) To provide such other services for the Association as may be requested by the Board of Directors, including legal and accounting services.

Any management agreement entered into by the Association and any Management Agent shall permit termination for cause by the Association upon thirty (30) days' written notice to the Management Agent. The term of any such management agreement shall not exceed one (1) year, but may be renewable by mutual agreement for successive one (1) year terms.

ARTICLE X.
Insurance and Casualty Losses

Section 1. Insurance. The Board of Directors may obtain and maintain such fire and extended coverage and comprehensive public liability insurance, in such limits and form and with such companies as the Board of Directors deems advisable, and obtain and maintain at the Board of Directors discretion, the coverage suggested under subparagraph (a) of this Section 1.

(a) Insurance affording fidelity coverage to protect the Association against dishonest acts on the part of officers and Directors of the Association, trustees of and for the Association, and employees and agents of the Association who handle or are responsible for the handling of funds belonging to the Association, which fidelity coverage shall meet at least the following requirements:

(i) All such fidelity bonds and policies of insurance shall name the Association as obligee or named insured, as the circumstances may require; and

(ii) All such fidelity bonds and policies of insurance shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating budget of the Association, including reserves; and

(iii) All such fidelity bonds and insurance shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to any and all obligees and insureds named thereon and to any mortgagee of any Lot who requests such notice in writing; and

(b) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as shall be considered appropriate by the Board of Directors in its discretion.

Section 2. Insurance on Residences and Personal Property Insurance Detached Residence. Each Owner of a detached residence shall obtain and maintain insurance coverage as specified in Section 7.02 of Article VII of the Declaration.

ARTICLE XI.
Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year, except for the first fiscal year which shall begin on the date of the filing for record of the Declaration in the Land Records in the Office of the Chancery Clerk of Hinds County, Mississippi. The commencement date of the fiscal year as herein established shall be subject to change from time to time by resolution of the Board of Directors should the Board of Directors deem any such change or changes appropriate.

Section 2. Principal Office: Change of Same. The principal office of the Association shall be at the location set forth in Article I of these Bylaws. The Board of Directors, by resolution, may change the location of the principal office of the Association from time to time.

Section 3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and expenditures and other transactions of and for the Association. The amount of any Assessment or portion of any Assessment required for payment of any capital expenditures as to any reserves of the Association shall be credited upon the books of the Association to a restricted capital or reserve account. The receipts and expenditures of the Association shall be credited and charged to other accounts under classifications consisting of no less than the following:

(a) "Current Operations" which shall involve the control of actual expenses of the Association, including reasonable allowances for necessary contingencies and working capital funds in relation to the Assessments and expenses herein elsewhere provided for; and

(b) "Reserves for Replacement" which shall involve the control of such reserves for replacement as are provided for in these Bylaws and as may be approved from time to time by the Board of Directors; and

(c) "Other Reserves" which shall involve the control over funding of and charges against any other reserve funds which may be approved from time to time by the Board of Directors; and

(d) "Investments" which shall involve the control over investment of reserve funds and such other funds as may be deemed suitable for investment on a temporary basis by the Board of Directors; and

(e) "Betterments" which shall involve the control over funds to be used for the purpose of defraying the cost of any construction or reconstruction, unanticipated repair or replacement of the Common Areas, Limited Common Areas and Community Facilities and for expenditures for additional capital improvements or personal property made or acquired by the Association with the approval of the Board of Directors.

Section 4. Reporting. At the close of each fiscal year, the Association shall furnish the Members and any mortgagee requesting same with an annual financial statement, which shall set forth as summary of all pertinent financial data, including the income and disbursements of the Association. Such annual financial statement shall be furnished within ninety (90) days following the end of each fiscal year. Upon written request of fifty-one percent (51%) of the membership, the books and records of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall furnish the Members and any mortgagee requesting same a copy of said audited financial report.

Section 5. Inspection of Books. The books and accounts of the Association, the vouchers accrediting the entries made thereupon and all other records maintained by the Association shall be available for examination by the Members and their duly authorized agents or attorneys, and by the holders of Recorded First Mortgages on the Lots and their duly authorized agents and attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice.

Section 6. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the president or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as may be authorized from time to time by the Board of Directors.

Section 7. Seal. The Board of Directors may provide a suitable corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

ARTICLE XII.
Amendments

Section 1. Amendments. Subject to any other applicable limitations set forth in these Bylaws, these Bylaws may be amended by vote of the Members if, and only if, the number of votes cast in favor of any particular amendment shall be equal to at least two-thirds (2/3rds) of the membership. Amendment of these Bylaws shall be considered only at a special or annual meeting of Members, and only if a description of the proposed amendment accompanied a proper notice of such meeting.

Section 2. Proposal of Amendments. Amendments to these Bylaws may be proposed by the Board of Directors or by petition signed by Members having at least twenty-five percent (25%) of the total votes of all Members, which petition shall be delivered to the Secretary. A description of any proposed amendment shall accompany the notice of any annual or special meeting of the Members at which such proposed amendment is to be considered and voted upon.

Section 3. Mortgagee Approval.

(a) Notwithstanding Section 1 of this Article XII, no amendments of a material nature shall be made without the consent of fifty-one percent (51%) of the holders of a Recorded First Mortgage who have requested, in writing, notice from the Association. An amendment to change any of the following would be considered as material: (i) voting rights; (ii) Assessments, Assessment liens or subordination of Assessment liens; (iii) reserves for maintenance, repair and replacement of Common Areas; (iv) responsibility for maintenance and repairs; (v) reallocation of interest in the Common Area or Limited Common Areas or rights to their use; (vi) convertibility of Lots into Common Areas or Common Area into Lots, except as reserved by the Declarant under Article XVI of the Declaration; (vii) expansion or contraction of the project, or addition, annexation or withdrawal of property to or from the Project except as provided elsewhere in these Bylaws or in the Declaration; (viii) insurance or fidelity bond coverage as set forth elsewhere in these Bylaws or in the Declaration;

(ix) leasing of Lots or Residences except as set forth in these Bylaws or in the Declaration; (x) imposition of any restrictions on an Owner's right to sell or transfer his or her Lot; (xi) restoration or repair of the Property (after a hazard damage or a partial condemnation) in a manner other than specified in the Declaration; (xii) any provisions that expressly benefit mortgage holders, insurers or guarantors.

(b) Any amendment to abandon or terminate the Declaration for reasons other than substantial destruction or condemnation of the Property, must be agreed to by the eligible holders of Recorded First Mortgages representing sixty-seven percent (67%) of the votes of the mortgaged lots.

All amendments, if any, shall be recorded in the Office of the Chancery Clerk Hinds County, Mississippi.

ARTICLE XIII.
Mortgages - Notices - Other Rights of Mortgagees

Section 1. Additional Rights of Eligible Mortgage Holders - Notice

(a) The Association shall promptly notify any Eligible Mortgage Holder on any Lot, which such holder is the holder of a Recorded First Mortgage, of any Assessment levied pursuant to the Declaration, or any installment thereof, which shall become and remain delinquent for a period in excess of sixty (60) days, and the Association shall promptly notify such holder on any Lot as to which there is default by the Owner with respect to performance of any other obligation under the Declaration which remains uncured for a period in excess of sixty (60) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any Recorded First Mortgage on any Lot, and the protection extended in the Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure. Also, any failure to give any such notice shall not affect the validity of the lien for any Assessment levied pursuant to the Declaration, nor shall any such failure affect any of the priorities for liens as specified in Article V of the Declaration.

(b) No suit or other proceeding may be brought to foreclose the lien for any Assessment levied pursuant to the Declaration except after ten (10) days' written notice to the holder of the Recorded First Mortgage encumbering the Lot which is the subject matter of such suit or proceeding.

(c) Any holder of a Recorded First Mortgage on any Lot upon the Property may pay any taxes, utility charges or other charges levied against the Common Area which are in default and which may or have become a charge or lien against any of the Common Area. Any holder of a Recorded First Mortgage who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Owners.

(d) No mortgagee and no beneficiary or trustee under a deed of trust shall become personally liable for or obligated for any unpaid maintenance fund assessment.

(e) No amendment to the Declaration shall affect the rights of the holder of any Recorded First Mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

(f) The holders, insurers or guarantors of any Recorded First Mortgage on a Lot who have requested the Association in writing will be entitled to: (i) inspect the books and records of the property during normal business hours; (ii) receive an annual financial statement of the Project within ninety (90) days following the end of any fiscal year of the Project; (iii) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and (iv) current copies of the Declaration, the Bylaws of the Association and all other rules concerning the Project.

Section 2. Record of Mortgage. Any holder of a Recorded First Mortgage shall be entitled to notify the Association that such mortgagee holds a mortgage on a Lot. The Board of Directors shall maintain such information in a book entitled "Holders of Recorded First Mortgages."

Section 3. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage pre-paid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association: provided, however, that notice of meetings need not be mailed by Certified Mail, Return Receipt Requested. Such addresses may be changed from time to time by notice in writing to the Association.

ARTICLE XIV.
Interpretation - Miscellaneous

Section 1. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles. All the words and expressions in these Bylaws shall have the same meanings, respectively, as are attributed to them by the Declaration, except where such is clearly repugnant to the context.

In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these Bylaws and the Articles, the provisions of the Articles shall control.

Section 2. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in these Bylaws shall be given in writing.

Section 3. Severability. In the event any promise or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 4. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws or to aid in the construction thereof.

Section 6. Gender, etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

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