

**BYLAWS OF
THE HIGHLANDS PLANTATION HOMEOWNERS
ASSOCIATION, INC.**

**BYLAW ONE
OFFICES**

The principal office of The Highlands Plantation Homeowners Association, Inc. [hereinafter "the association"] in the State of Mississippi shall be P.O. Box 576, Starkville, Mississippi,

**BYLAW TWO
EFFECTIVE DATE**

These Bylaws shall take effect and be in full force and effect from and after their adoption by the initial board of directors, as to all matters included therein.

**BYLAW THREE
PURPOSES AND OBJECTS**

In following the declarations as set forth in Restrictive Covenants and Building Restrictions Dogwood Development, L.L.C., dated February 13, 1995, and recorded in Book 356, at page 612, the Amendment to Restrictive Covenants and Building Restrictions dated June 16, 1995, and recorded in Book 865, at page 749, and the Declaration to Restrictive Covenants and Building Restrictions, dated June 22, 1995, and recorded in Book 869, at page 146, all in the Chancery Court Land Records of Oktibbeha County, Mississippi, hereinafter collectively referred to as "the Covenants", this association has been formed for the following purposes:

- (a) To develop a community designed for safe, healthful, and harmonious living.
- (b) To promote the collective and individual property and civic interests and rights of all persons, firms, and corporations owning property in any and all subdivisions or tracts of land falling within the Restrictive Covenants and Building Restrictions Dogwood Development, L.L.C., located in Oktibbeha County, Mississippi, including, but not limited to Dogwood Subdivision Phase I, Phase II, and Phase IV, and also regarding Glenn Eagle Subdivision.
- (c) To care for the improvements and maintenance of gateways, public easements, parkways, grass plots, parking areas, and any facilities of any kind dedicated to community use and other open spaces and other ornamental features of said subdivisions which now exist or which may subsequently be installed or constructed in said subdivisions.

- (d) To assist the owners in maintaining in good condition and order all vacant lots now existing or that subsequently will exist in said subdivisions and/or tracts, and further assisting the owners of such lots or tracts of land in preventing them from becoming a nuisance and a detriment to the beauty of said subdivisions and/or tracts and to the value of the improved properties in said subdivisions and/or tracts, and to take any action with reference so such vacant lots as may be necessary or desirable to keep them from becoming such nuisance and detriment.
- (e) To aid and cooperate with the members of the association and all property owners in the subdivisions and tracts in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property as are now in existence, as well as any other conditions, covenants, and restrictions as shall subsequently be approved by the members of the association, and to counsel with any governmental agency having jurisdiction in relation to any zoning that may affect any portion of the subject property.
- (f) In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of any portions of the subdivisions and/or tracts and their property interests therein.
- (g) To acquire, own, or lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes and objects, and to exercise all rights, powers, and privileges of ownership to the same extent as natural persons might or could do.
- (h) To arrange social and recreational functions for its members.
- (i) To exercise any and all powers that may be delegated to it by the owners of real property in the subdivisions and/or tracts.
- (j) This corporation shall not engage in political activity or pursue political purposes of any kind or character.

BYLAW FOUR MEMBERS

- (a) Class of Members. The association shall have two classes of members. The qualifications and rights shall be as follows:
 - (1) Non-Voting Members: Every beneficial owner, as distinguished from a security owner, of a residential unit or lot or tract of land 1) located in any of the subdivisions falling within the Restrictive Covenants and Building Restrictions Dogwood Development, L.L.C., 2) located within the 614.21 acres originally to be developed as Phase II and Phase IV of Dogwood Subdivision, and 3) of Glenn Eagle Subdivision, all located in Oktibbeha County, Mississippi, shall be a non-voting member.

- (2) Voting Members: In addition to the requirements set forth in the foregoing paragraph, voting membership shall include an undertaking by the applicant to comply with and be bound by the Restrictive Covenants and Building Restrictions Dogwood Development, L.L.C., these bylaws and amendments to them, and the policies, rules and regulations at any time adopted by the association in accordance with these bylaws. Voting membership shall be accompanied by payment of the first year's dues in advance.
 - (3) Membership in this association shall terminate on such member's ceasing to be a beneficial owner of a residential building site, lot, or unit in or on the property described in these bylaws.
- (b) Voting Rights. Each member in good standing shall be entitled to vote on each matter submitted to a vote of the members, provided however, that each member shall be the sole beneficial owner of a residential building site or residential unit within the property described in these bylaws. A member shall have one vote for each residential building site of which he or she is a beneficial owner, and in the event of any lot resubdivided for condominium purposes, this shall mean one vote for each unit of ownership as resubdivided. Where two or more owners own a lot, or in the event of resubdivision, only one vote for such lot or unit owned shall be allowed, and such joint owners shall designate and register with the secretary of the association the name of that owner entitled to cast such single vote.
- (1) At membership meetings all votes shall be cast in person, or by proxy registered with the secretary.
 - (2) The Board of Directors is authorized to establish regulations providing for voting by mail.

BYLAW FIVE MEETINGS OF MEMBERS

- (a) Annual Meeting. An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing directors shall be held in Oktibbeha County, Mississippi, in January of each year, beginning with the year 2002. The directors shall fix the time and place. If the annual meeting is not held in January, then the meeting may be held as a special meeting and the proceedings may be held as at an annual meeting.
- (b) Regular Meetings. In addition to the annual meetings, regular meetings of the members shall be had at such time and place as shall be determined by the Board of Directors. Special Meetings. The Board of Directors may call a special meeting of the members. A special meeting of the members must be called within ten(10) days by the president, or the Board of Directors, if requested by not less than two-thirds) of the members having voting rights.
- (c) Notice of Meetings. Written notice stating the place, day, and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting, not less than ten (10) days before the date of such meeting, or at the direction of the secretary.

- (d) Waiver of Notice. A member of the Association and a member of the Board of Directors may waive any notice required by law of these Bylaws before or after the date and time stated in the notice of the subject meeting of the members of the Association or the special meeting of the Board of Directors, by execution of a suitable writing which is then delivered to the Association for inclusion in its minutes or other records. Attendance at either class of meeting by the member or director waives objection to the lack of notice or defective notice for the member unless the member or director objects at the beginning of the meeting to the holding of the meeting or transaction of business at the meeting. A member of the Association waives objection to consideration of any particular matter at a meeting that is not within the purpose of purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.
- (e) Quorum. The presence of a majority of the voting-members of record, either by their presence or by proxy, at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the voting members present may adjourn the meeting without further notice.
- (f) Proxies. At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after two months from the date of its execution, unless otherwise provided in the proxy, but in no event shall a proxy be valid for more than 180 days. Said proxy must be postmarked or hand delivered to the Secretary of the Association no less than five (5) days prior to the meeting at which the proxy is to be used.
- (g) Voting by Mail. Where directors or officers are to be elected by members, or where there is an act requiring the vote of members, such election or vote on such proposed action may be conducted by mail in such manner as the Board of Directors shall determine.
- (h) Adjournment of Meetings. If an annual meeting or a special meeting of the members of the association or a regular or special meeting of the Board of Directors is adjourned to a different date, time and/or place, further notice will not be given of the new date, time and/or place if the new date, time and/or place is announced at the meeting before the adjournment.

BYLAW SIX
BOARD OF DIRECTORS

- (a) General Powers. The Board of Directors shall manage the affairs of the association. The board shall have the power and authority to develop sub-homeowner associations for subdivisions that are located within the lands described in Bylaw Three (a)(1).

- (b) **Number, Tenure, and Qualifications.** The Developer shall form the initial Board of Directors. The number of directors shall be not less than five, as follows: The representative of the Developer and four directors appointed by the Developer. The Developer shall initially appoint a minimum of one director from each subdivision within the development. Each director shall be member of the association (with the exception of Billy Doughty) and shall hold office until two annual meetings of the members following his or her original qualification shall have been held, and until his or her successor shall have been elected and qualified. The Developer shall be on the Board of Directors until all of the properties within the original 614.21 acres are developed, or until the Developer desires to resign. At all times the Developer has the option of appointing a representative to represent the Developer by proxy for such period of time as the Developer determines. Exceptions to the provision for two-year tenure shall be in the case of a director's first taking office following the organizational meeting of the association. Of the first five directors, two shall hold office until the second subsequent annual meeting, and three shall hold office until the third subsequent meeting. The determination of the respective terms shall be by lot. The board may increase the number of directors as the development of the subdivision progresses, with each new subdivision always represented by at least one director. Any increase in the number of directors shall be in units of two, and their initial terms shall be for one year and the other for two years, with the determination to be by lot.

At the Developer's discretion, at any time the Developer may allow one member of the Board to be elected to the Board by a majority vote of the members of the association. If the Developer decides to exercise this power, then the Developer shall give the membership two (2) months' notice prior to the association's annual meeting in order that nominations may be made for the position.

- (c) **Regular Meetings.** The Board of Directors shall meet regularly at least once a month, at a time and place it shall select.
- (d) **Special Meetings.** A special meeting of the Board of Directors may be called by or at the request of the present or of a majority of the directors.
- (e) **Notices.** Notice of any special meeting of the Board of Directors shall be given at least five (5) days prior to such meeting, by written notice delivered personally, by telephone facsimile (FAX), or sent by mail to each director. Any director may waive notice of any meeting.
- (f) **Quorum.** The presence of the Developer shall constitute a quorum for the transaction of business at any meeting of the board, unless another board member is present and objects to an action being taken without the remaining board members being present. In such a case, a majority of the Board of Directors shall constitute a quorum; if less than a majority of the directors are present at such meeting, the directors present may adjourn the meeting, without further notice.

- (g) Vacancies. Any vacancy occurring on the Board of Directors, and any directorship to be filled by reason of the increase in the number of directors, shall be filled by the Developer. A director filling a vacancy shall fill the vacancy for the unexpired term of his or her predecessor in office. If and when the Developer relinquishes its position on the Board of Directors, then its position on the board shall be filled by a vote of the majority of the then seated directors. If and when the Developer relinquishes its position on the Board of Directors, then any vacancy occurring thereafter on the Board of Directors shall be filled by a vote of the majority of the then seated directors. Said vacancy position may only be filled by a then current member of the Association.
- (h) Removal. At any meeting of members called expressly for that purpose, any director (except the Developer) may be removed from office, with or without cause, by the Developer.
- (i) Compensation. All members of the Board shall serve without compensation.

BYLAW SEVEN OFFICERS

- (a) Officers. The officers of the association shall be a president, a vice-president, a secretary, and a treasurer.
- (b) Compensation. All officers shall serve without compensation.
- (c) Qualifications and Method of Election. The officers shall be members in good standing of the association, shall be elected by the Board of Directors, and shall serve for a term of one year. The president and vice-president shall be members of the Board of Directors.
- (d) President. The president shall preside at all meetings of the association and of the Board of Directors at which he or she is present, shall exercise general supervision of the affairs and activities of the association, and shall serve as a member ex-officio of all standing committees.
- (e) Vice-President. The vice-president shall assume the duties of the president during the president's absence.
- (f) Secretary. The secretary shall keep the minutes of all of the meetings of the association and of the Board of Directors, which shall be an accurate and official record of all business transacted. The secretary shall be custodian of all association records. The secretary shall give all notices required by statute, by-laws, or resolution. The same person may hold the positions of Secretary and Treasurer.
- (g) Treasurer. The treasurer shall receive all association funds, keep them in a bank or other savings institution approved by the Board of Directors, and pay out funds only on notice signed by the treasurer and by one other officer. The treasurer shall be a member ex-officio of any finance committee. The same person may hold the position of Treasurer and Secretary.
- (h) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by appointment for the unexpired portion of the term by a two-thirds (2/3) majority vote of the then seated the Board of Directors.

BYLAW EIGHT COMMITTEES

The Board of Directors may appoint committees (which may include advisory boards), including a membership committee, a committee to oversee lawn maintenance, a committee to develop lake usage guidelines (subject to approval by Dogwood Golf Club, Inc.), a committee to develop and control rules and regulations regarding the use of the Common Areas, roads and streets by the property owners, their tenants, guests and invitees, and such other committees as the board may designate. Each committee shall consist of two or more individuals, at least one of whom is also a director and all of whom shall serve at the pleasure of the board. The board shall appoint a chairperson of each committee. Any such committee shall have the full authority to conduct the business of that committee, subject to review and approval of the Board of Directors. Any action required or permitted to be taken at a meeting of a committee may be taken without a meeting if all members of the committee consent in writing to the proposed action. The members of any committee shall not receive any stated salary for their services in that capacity. The Board of Directors shall have the power, in its discretion, to contract for and to pay to any member of a committee who renders unusual or special services to the Association special compensation appropriate to the value of such services.

BYLAW NINE RULE MAKING

Rules and Regulations. Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations, including special assessments, concerning the use of units, lots, dwellings, Common Areas, roads, streets, bridges, jogging trails, parking, boat storage, dog lease laws, dog kennel sizes and locations, trash pick-up, etc. Particularly and without limitation, the Board may promulgate from time-to-time rules and regulations that will govern activities, which may, in the judgment of the Board, be hazardous or dangerous to the owners, their tenants, guests and invitees. All property owners shall be responsible for any and all dues, property management fees and special assessments whether incurred by themselves, their renters, lessees, guests and/or assigns. Any and all renters, lessees, and guests are subject to Restrictive Covenants and the Bylaws herein.

BYLAW TEN FEES, DUES, AND ASSESSMENTS.

- (a) Admission Without Dues. Record ownership of a residential building site or, in the event of re-subdivision, of any of the sites within the property as described in Bylaw Three (a)(1) herein, without payment of dues, shall establish the owner as a non-voting member of the association.

- (b) Annual Dues. The annual dues shall be a fixed uniform rate for all voting members to be determined yearly by the Board of Directors, provided, however, that no increase above twenty percent (20%) per year may be determined without two-thirds of the members approving such increase. Written notice of the dues, assessments, fees, and/or increase(s) must be sent no less than 30 days prior to the meeting at which said dues, assessments, fees, and/or increase(s) will be voted upon.
- (c) Payment of Dues. The annual dues shall be payable quarterly, the first such installment to be paid on the first day of the quarter after which a member is established as a member of the association. The Board may provide pre-payment incentives, at its discretion.
- (d) Personal Obligation of Property Management Fees. The Board will determine when the initial property management fees will be due, and the amounts thereof, at its discretion. Each property owner hereby covenants and agrees, and each purchaser of any real property herein by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual property management fees and special assessments as set forth in these Bylaws, such assessments to be fixed and collected from time to time as hereinafter provided. The annual property management fees and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment and fee, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the owner of such property at the time when the assessment and/or fee fell due.
- (e) Purpose of Property Management Fees. The fees levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the real property herein, and in particular for the supervision, maintenance and improvement of the Common Area, streets and roads, and sewer system; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for the management and supervision of the Common Area, streets and roads, and sewer system, and materials required for the management and supervision of same, including, but in no way limited to the following:
 - (1) the costs of necessary management and administration of the Common Areas, streets and roads, vacant lots, and sewer system, and furnishing the services furnished to or in connection with same, including charges by the Association for any services furnished by it
 - (2) the amount of all taxes and assessment levied against the Common Areas, streets and roads, and/or sewer system;
 - (3) the cost of fire extended coverage and/or liability insurance on the Common Areas, streets and roads, and sewer system (if necessary) and the cost of such other insurance as the Association may place in force with respect to same;

- (4) the cost of garbage and trash collection to the extent provided by the association and of sewer system and other services which may be provided by the Association, wither for the Common Areas or for the Lots, or both;
 - (5) the cost of maintaining, replacing, repairing and landscaping the Common Areas, streets and roads, vacant lots, and sewer system and, other than those accepted by Oktibbeha County, Mississippi, for maintenance, and open areas in the real property, and the cost of such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and
 - (6) the cost of funding all reserves established by the association, including, when appropriate, a general operating reserve and reserve for replacement.
- (f) **Property Management Fees.** The annual property management fees shall be determined by a majority vote of the association members in good standing, and with the consent of Premier Builders, L.L.C. for so long as Premier Builders, L.L.C. retains unsold lots; provided, however, that no increase above twenty percent (20%) per year may be determined without two-thirds of the members approving such increase. Written notice of the dues, assessments, fees, and/or increase(s) must be sent no less than 30 days prior to the meeting at which said dues, assessments, fees, and/or increase(s) will be voted upon. Property management fees shall be used for the purpose of administering and enforcing the covenants and restrictions of record, upkeep of unoccupied lots, and promoting the recreation, health, safety, welfare, common benefit and enjoyment of the owners and occupants of lots in the subdivisions. A basic annual property management fee will be established for the upkeep and maintenance of the common areas such as streets, sidewalks, sewer lagoon, trash pickup, etc
- (g) **Payment of Property Management Fees.** The Board will determine when the initial property management fees will be due, and the amounts thereof at its discretion. Commercial properties, as defined by Developer, shall be assessed on an individual basis, the amounts to be determined by Developer.
- (h) **Special Assessments for Capital Improvements.** In addition to the annual property management fees 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 a capital improvement upon the Common Area, including fixtures, and personal property related thereto, and upon the streets, roads and sewer system. . Written notice of the dues, assessments, fees, and/or increase(s) must be sent no less than 30 days prior to the meeting at which said dues, assessments, fees, and/or increase(s) will be voted upon.
- (i) **Special Assessments for Willful or Negligent Acts.** Special assessments may be levied on members of the association by a vote of two-thirds of the Board of Directors. The procedure for voting on proposed assessments shall be the same as the procedure provided in these bylaws for voting on amendments to these bylaws.

(1) If the Board of Directors determine that an owner has failed or refused to discharge properly his/her/its obligation with regard to the maintenance, repair, or replacement of items for which he/she/it is responsible for pursuant to any restrictive covenants of record, or violation of any of the rules and regulations promulgated by the Association, the board may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the owner ten (10) days' written notice of the association's intent to perform the repair, replacement or maintenance. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Architectural Control Committee must also approve any repairs and/or replacements, and all repairs and/or replacements shall be equal to the neighboring properties and/or original plans approved by the Architectural Control Committee. The owner must also show proof that the necessary permits were issued, if applicable. If the owner does not comply with the notice, the board may provide such necessary maintenance, repair, or replacement, at owner's sole cost and expense, and all costs including interest at the rate of 10% from the date of the written notice to the owner, and attorney fees and court costs shall be added to and become a part of the assessment to which the owner is subject and shall become a lien against the residential lot or unit.

(j) Default in Payment of Dues, Management Fees, or Assessments.

- (1) When any member shall be in default in the payment of dues, management fees, or assessments for period of thirty (30) days from the date on which such dues or assessments become payable, he or she shall, for purposes of voting, not be considered as a member in good standing. In addition, such member shall be dropped from active membership and placed on the inactive list. Such member shall not be reinstated until he or she has paid dues, management fees and assessments in full, and until such time as such member is reinstated, he or she shall have no rights of any kind arising out of a membership in the association.
- (2) In addition to the foregoing, if any member fails to pay his or her, management fees and/or assessments as they become due, on the failure of payment of the assessments after thirty (30) days' written notice of such delinquency given by the association to such member, the amount of the management fee and/or assessment including attorney fees and costs of court shall become a continuing lien on such member's unit or lot in the subdivisions described in these bylaws in favor of the association, which lien shall be binding upon such unit or lot and the owner thereof, his/her/its executors, devisees, personal representatives and assigns. Such lien shall be perfected only by filing of record in the office of the Chancery Clerk of Oktibbeha County, Mississippi, a notice of claim of lien (*lis pendens* or materialman's lien) within six (6) months after the management fee and/or assessment for which a lien is claimed becomes due and proceed on such claim in accordance with the provisions of Mississippi law for the foreclosure and enforcement of liens; or, in the event the association shall not record a lien, or the lien may expire, it shall have the right to commence an *in personam* action against such member for the collection of the management

fee and/or assessments, including interest at the rate of 10% from the date of the written notice to the owner, and attorney fees, and costs of court in any court of competent jurisdiction. The lien for unpaid management fees and/or assessments shall be unaffected by any sale or assignment of a unit or lot and shall continue in full force and effect. No owner may waive or otherwise escape liability for the management fees and/or assessments provided herein by abandonment of his/her/its unit or lot.

- (k) Assignment of Dues. In the event any member whose dues are paid shall, during the year in which such dues are paid, terminate his or her membership by sale of his or her lot or unit in the subdivisions described in these bylaws, he or she shall be entitled to assign to the buyer of such lot or unit the benefit of the paid up dues. Any such buyer can acquire the benefit of such paid up dues by becoming a member of the association on the payment of a transfer fee to be determined by the Board, without the necessity of paying pro-rata dues to the end of the year.

BYLAW ELEVEN FISCAL YEAR

The fiscal year of the association shall be the calendar year.

ARTICLE TWELVE ARCHITECTURAL CONTROL COMMITTEE

- (a) Purpose. There shall be created an Architectural Control Committee, which shall be responsible for reviewing the plans for all proposed new construction, additions or modifications for both residential and commercial improvements. The committee shall be responsible to ascertain that the plans and subsequent construction meet the minimum building requirements set forth in any restrictive covenants and requirements that are filed of record regarding the subdivisions and/or tracts described in these bylaws. The primary purpose of the committee shall be to assist property owners in achieving compliance with the building restrictions.
- (b) Initial Committee. The Architectural Control Committee shall consist of solely the developer, Premier Builders, L.L.C., until all lots and units in all planned phases of the subdivisions and tracts described herein have been fully developed, permanently improved and sold to permanent residents or until otherwise directed by the developer. At the Developer's discretion, the Developer may allow the Committee to be comprised of three to five (3-5) members to be appointed by the Developer. If the Developer decides to enlarge the Committee, then the Developer shall appoint a director for the Committee. At any time, and at the Developer's discretion, the Developer may allow one member of the Committee to be elected to the Committee by a majority vote of the members of the association. If the Developer decides to exercise this power, then the Developer shall give the membership two (2) months' notice prior to the association's annual meeting in order that nominations may be made for the position.

- (c) Quorum. The presence of the Developer shall constitute a quorum at any meeting of the committee, unless another committee member is present and objects to an action being taken without the remaining committee members being present. In such a case, a majority of the committee shall constitute a quorum; if less than a majority of the committee is present at such meeting, the committee members present may adjourn the meeting, without further notice.
- (d) Completion of Subdivision Improvements. After all lots and units in all planned phases of the subdivisions and tracts described herein have been fully developed, permanently improved and sold to permanent residents, or at the Developer's sole discretion, the Architectural Control Committee shall be made up of the Board of Directors of the association, a representative of Premier Builders, L.L.C., and such other individuals or entities as Premier Builders, L.L.C. may appoint. A representative from the commercial owners and a representative from the membership of this association may be appointed by the Developer to advise the committee, but shall have no voting powers on the committee. After one year, the committee shall be comprised of three to five persons elected annually by a majority vote of the members in good standing, to be chosen for varying terms so as to achieve staggered terms and continuity of membership of the committee.
- (e) Duties. The Architectural Control Committee shall at all times adhere strictly to any restrictive covenants and building requirements filed of record regarding the properties described in these bylaws.
- (f) Meetings. Meetings of the committee shall be held whenever required or allowed for by the members of the association.
- (g) Committee Authority. Any member of the committee may be authorized by the committee to exercise the full authority of the committee with respect to all matters over which the committee has authority. Any decision by said authorized member of the committee will be subject to review by the committee on its own or upon appeal by an applicant. Five (5) days written notice of the decision of such member shall be given to any applicant for an approval permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he/she/it deems to be unsatisfactory, file a written request to have the matter in question reviewed by the full committee. The committee shall review such request promptly. The decision of the committee with respect to such matter shall be final and binding.
- (h) Applications. Any property owner seeking to construct a new residence or other appurtenant structure, or to add to or modify any portion of the exterior of an existing residence, shall submit to the committee the name, address and state license number of the contractor(s) performing the work. The Contractor and the property owner shall both be responsible for following the rules and regulations set forth by the Architectural Control Committee. The Contractor must be license to perform work unless approved by the Architectural Control Committee by unanimous vote. In addition, the property owner must submit to the committee documents pertaining to the construction, including, but not limited to any of the following: a construction schedule, two (2) complete sets of final plans and outline specifications, a site plan, landscape plans, floor plans, exterior elevations, materials to be used in the construction of the residence, colors, and finishes,

- materials to be used for driveways, and any other documents or requirements that the Committee may require.
- (i) No improvement, construction or modification may be instituted until the committee has approved it in writing.
 - (j) Plans. Owners are required to choose plans for residences and improvements from a set number of examples to be provided by the Architectural Control Committee. (See Article IV, Rest. Cov.)
 - (k) Deviation from Plans. (See Article IV, Section 2 (c), Rest. Cov.)
 - (l) Right of Inspection. (See Article IV, Section 7, Rest. Cov.). The Architectural Control Committee may charge fees for permits and/or additional fees for inspections that the Committee determines to be above the normal number of inspections needed if said inspection(s) are due to a contractor and/or owner not abiding by the rules set forth by the Committee.
 - (m) Violation. (See Article IV, Section 8, Rest. Cov.) Fees. (See Article IV, Section 9, Rest. Cov.)
 - (n) Mailboxes. (See Article V, Section 3, Rest. Cov.)

BYLAW THIRTEEN SEWER SYSTEM AND COMMON AREAS

Developer and/or Sand Creek Properties, LLC own and operate the sewage system, street lighting, roads, curbs and various common areas located within the subdivisions falling within the Restrictive Covenants and Building Restrictions Dogwood Development, L.L.C., 2) located within the 614.21 acres originally to be developed as Phase II and Phase IV of Dogwood Subdivision, and 3) of Glenn Eagle Subdivision, all located in Oktibbeha County, Mississippi. Developer and/or Sand Creek Properties, LLC, may transfer title, ownership, management and control of said sewage system, street lighting, roads, curbs and/or various common areas to the Dogwood Development Homeowners' Association or one of its sub-entities, at their sole discretion, upon 1) written request from the Association for said transfer and/or 2) proof that the Association is financially stable and capable of operating and/or maintaining such. Upon Developer and/or Sand Creek Properties, LLC's request, the Association must accept the transfer of title, ownership, management and control of all, or part of, the development's sewage system, street lighting, roads, curbs and various common areas.

BYLAW FOURTEEN INSURANCE

- (a) Association Insurance. The Association may obtain fire and extended coverage and comprehensive public liability insurance in such limits, form and companies as the Board shall deem advisable to adequately insure the Common Areas, roads and streets and sewer system and to protect the owners from and against liability in connection with the Common Areas, roads and streets and sewer system.

- (b) Owner's Insurance. Each owner shall keep his/her/its improvements insured at all times for the full replacement value against losses due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, and smoke, and any other hazards that may be covered under standard extended coverage provisions, and, if requested, shall furnish the Association proof of such coverage. In every case of a loss due to any of these hazards in which the improvements have not been totally destroyed, each owner shall promptly repair the improvements. In the event the improvements have been totally destroyed, the owner shall promptly clean the unit or lot to a condition acceptable to the Architectural Control Committee. Thereafter, the owner may rebuild by following the procedures established by Restrictive Covenants and the Bylaws herein. In the event an owner fails to repair the damage or clean the unit or lot, the Board of Directors, after thirty (30) days written notice, may clear the lot and levy a special assessment against the unit or lot for all costs incurred in cleaning said unit or lot. Repair or reconstruction of the improvements as used here shall mean restoring the improvements to substantially the same condition, which existed prior to the damage.
- (c) Each owner shall be responsible at his/her/its own expense and cost for his/her/its own personal insurance on the contents of his/her/its own residence, or parking space, including decorations, furnishings and personal property therein, and his/her/its personal property stored elsewhere on the properties; and for his/her/its personal liability not covered by liability insurance for all owners obtained as part of the common expense.

BYLAW FIFTEEN
AD VALOREM PROPERTY TAXES

Each owner shall be responsible for and promptly pay ad valorem taxes on his/her/its unit or lot. The Association shall pay the ad valorem taxes on the Common Area, roads and streets and sewer system.

BYLAW SIXTEEN
CORPORATE SEAL

The directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation, the state of incorporation, year of incorporation and the words, "Corporate Seal".

BYLAW SEVENTEEN
COMPENSATION.

No compensation shall be paid to directors, as such, for their services, but by resolution of the board a fixed sum and expenses for actual attendance at each regular or special meeting of the board may be authorized. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.


BYLAW EIGHTEEN
AMENDMENTS

Any proposed amendment to these bylaws must be submitted in writing at any meeting of the Board of Directors of the association. Such proposed amendments shall be discussed at the meeting of the board and shall be voted on by the Board of Directors at that time. Such proposed amendment must be signed by two-thirds of the Board of Directors of the association.

A proposed amendment shall become effective when approved by a two-thirds' majority of the Board of Directors.



President



Secretary



**Amendment I to Bylaws of
The Highlands Plantation Homeowner's Association, Inc.**

Rules, Regulations and the enforcement thereof

The Board of Directors of the association are responsible for imposing and collecting fines for violations of Bylaws of the Highlands Plantation Homeowner's Association, Inc. and/or the Restrictive Covenants and Building Restrictions of Dogwood Development, LLC.

Property Owners shall be responsible for actions/violations of tenants.

These items are listed as an amendment to the Bylaws of the Highlands Plantation Homeowner's Association. These items represent the most common potential violations. A complete listing of restricted activities can be found in the Restrictive Covenants of Dogwood Development, LLC. And Bylaws of the Highlands Plantation Homeowner's Association.

Violations of the items listed below will result in the following action unless otherwise Noted:

- 1st Offense- warning will be issued from either the board of Directors of the Highlands Plantation Homeowner's Association or authorized agent of the Board.
- 2nd Offense- a fine of \$50.00 will be imposed to the property owner.
- 3rd Offense- a fine of \$100.00 will be imposed to the property owner. In addition the property owner/violator will be responsible for any additional cost to end violation and potentially banned from associated privilege.

All fines shall be due within 10 days of notice. Property owner(s) shall be held responsible for any and all damages/repairs occurred due to violation. Including but not limited to legal fees, damages, fines, ect. Failure to pay fines and other associated costs of violating rules and regulations shall result in lien against property. Guests or vendors shall be prohibited from entering the property.

Item 1: Lake access/activities

1. The lake is for private use of association members, their immediate families and their guests. When using the lake for a permitted activity, guests must provide a fishing I.D. tag. Two I.D. tags will be provided to each property owner per unit by the association- replacement tags can be purchased for \$50.
2. Access to the lake by members who do not own lake front property shall be through common areas without residential structures. Members and guests may not gain access to the lake nor traverse the shoreline by crossing private property without the express permission of the property owner(s) affected.

Amend 1 Bylaws
(Fines)

3. Fishing along tee boxes, greens and fairways will be permitted only from sunrise to 7:30 a.m. and 6:00 p.m. until sunset. Areas not adjacent to golf course property shall be allowed from sunrise to sunset.
4. Prohibited activities include: swimming, wading, boating, piers, docks and other lakeside structures. Picnicking is prohibited alongside tee boxes, greens and fairways.

Item 2: Pets

1. Pets are prohibited on tee boxes, greens or fairway areas.
2. Pets may not become a noise nuisance or annoyance to surrounding areas.
3. Pets are not allowed to free roam.
4. Any kennels must not be in public view.

Item 3: Noise and Property nuisance

1. No individual, pet or equipment may be a noise nuisance to surrounding areas.
2. No substance, thing or material may be kept on the property that will emit foul or obnoxious odors or will cause any noise or condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property.
3. Grills and patio furniture are strictly confined to patio area in manner that might not disturb the peace, quiet, safety, comfort or serenity of the occupants of the surrounding property.
4. Any items including but not limited to kennels, temporary buildings, clothes-lines, woodpiles, equipment or recreation equipment must not be in public view.
5. Yards must be maintained in a manner that is not viewed as unkept or unsightly by members of the Board of Directors or neighbors.
6. Satellite dishes are restricted to one per unit and cannot exceed 24 inches across at any point. Any dish may not be free standing in the yard or on the roof. Dishes are permitted only when attached to an eave.
7. No signs, including "for sale" or "for rent" shall be erected without the approval of the Board of Directors.


Item 4: Trash and Littering

1. Trash and garbage containers shall not be permitted in public view earlier than dusk the evening before pickup day and all containers shall be moved from public view no later than dusk the day of pickup. (Tuesday)
2. Trash must be in approved containers or securely tied in plastic bags and placed at curbside for pickup.
3. No accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any lot. Each resident is responsible for picking up litter on his or her property and preventing windblown debris from originating from his or her lot.

**Amendment II to Bylaws of
The Highlands Plantation Homeowner's Association, Inc.**

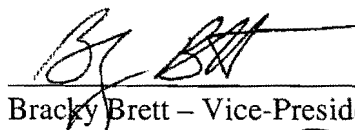
In Reference to Bylaw Ten, section (c) Payment of Dues:

All dues will be due on an annual basis and membership will not be granted until the yearly fee has been paid in full, with applicable finance charges.



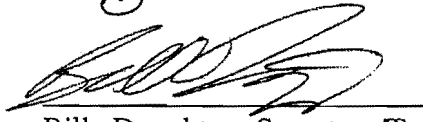
Gil Lyon - President

4-9-05
Date



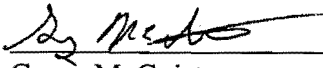
Bracky Brett - Vice-President

4-5-05
Date



Billy Doughty - Secretary/Treasurer

4-5-05
Date



Geary McCuiston

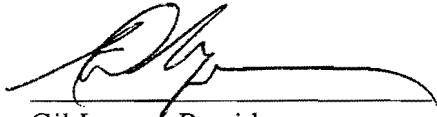
4-5-05
Date

Bill Dye

Date

**Amendment III to Bylaws of
The Highlands Plantation Homeowner's Association, Inc.**

In Reference to Bylaw Five, section (f) Proxies: Proxies will not be allowed for meetings of the members. Members who wish to vote in these meetings must be present to vote.



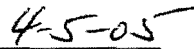
Gil Lyon - President



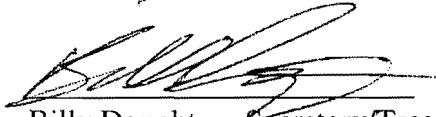
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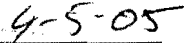
Bracky Brett - Vice-President



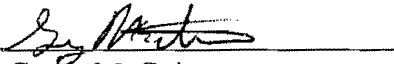
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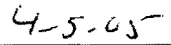
Billy Doughty - Secretary/Treasurer



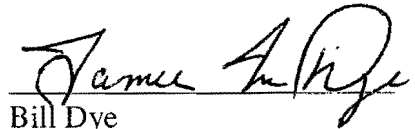
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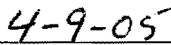
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Date



Bill Dye



Date

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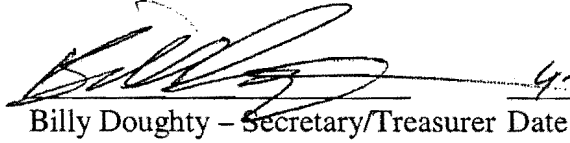
Gil Lyon - President

4-5-05
Date



Bracky Brett - Vice-President

4-5-05
Date



Billy Doughty - Secretary/Treasurer

4-5-05
Date



Geary McCuiston

4-5-05
Date

Bill Dye

Date