

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

ARTICLE I. IDENTIFICATION

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

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

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

ARTICLE II. MEMBERS

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

ARTICLE III. MEETING OF MEMBERS

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

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

ARTICLE IV. VOTING

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

ARTICLE V. RIGHTS AND LIABILITIES OF MEMBERS

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

ARTICLE VI. DIRECTORS

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

ARTICLE VII. MEETING OF DIRECTORS

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

ARTICLE VIII. OFFICERS

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

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

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

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

ARTICLE IX. POWERS AND DUTIES OF BOARD OF DIRECTORS

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

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

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

ARTICLE X. NON-PROFIT CORPORATION

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

ARTICLE XI FINANCIAL TRANSACTIONS

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

ARTICLE XII. COMMITTEE

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

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

ARTICLE XIII. INDEMNIFICATION

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

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

ARTICLE XIV. INSPECTION OF BOOKS; RECORDS

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

ARTICLE XV. DISSOLUTION

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

ARTICLE XVI. MISCELLANEOUS

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

ARTICLE XVII. AMENDMENTS

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

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

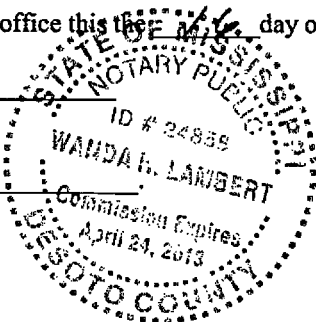
Printed Name: Kelly Delaney Signature: Kelly Delaney
Title: Dickens Place Board of Director Date: 8-16-11

State of Mississippi
County of DeSoto

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

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

Wanda H. Lambert (Seal)
Notary Public



My Commission Expires: _____

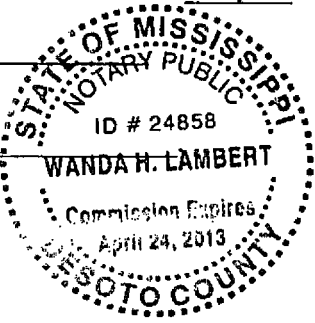
Printed Name: Sharon Gabreski Signature: Sharon Gabreski
Title: Dickens Place Board of Director Date: 8-17-11

State of Mississippi
County of DeSoto

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

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

Wanda H. Lambert (Seal)
Notary Public



My Commission Expires: _____

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

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

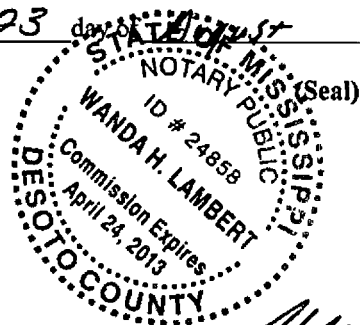
Signature: *Chris Mays*
Date: 8-23-11

State of Mississippi
County of DeSoto

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

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

Wanda H. Lambert
Notary Public



My Commission Expires: _____

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

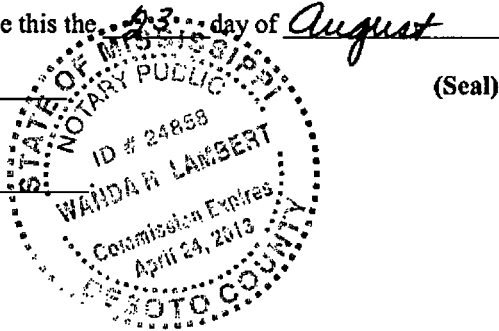
Signature: *Bob Morgan*
Date: 8-23-11

State of Mississippi
County of DeSoto

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

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

Wanda H. Lambert
Notary Public



My Commission Expires: _____

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

Printed Name: Justin Sutton
Title: Dickens Place Board of Director

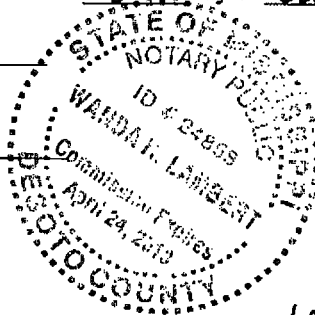
Signature: [Signature]
Date: 8-30-11

State of Mississippi
County of DeSoto

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

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

Wanda H. Lambert
Notary Public



(Seal)

My Commission Expires: _____

Printed Name: Allie Stover
Title: Dickens Place Board of Director

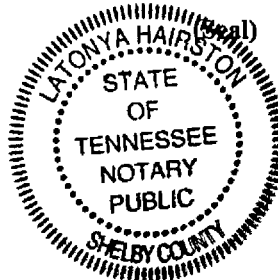
Signature: Allie Stover
Date: 10-12-11

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

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

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

Latonya Hairston
Notary Public



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

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

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

Signature: Al Spencer
Date: 9-30-11

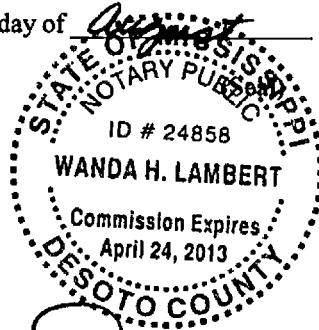
State of Mississippi
County of DeSoto

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

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

Wanda H. Lambert
Notary Public

My Commission Expires: _____



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

Signature: Joe E Mosley
Date: 9-6-11

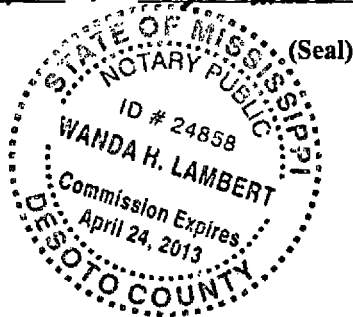
State of Mississippi
County of DeSoto

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

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

Wanda H. Lambert
Notary Public

My Commission Expires: _____



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

Printed Name: _____ Signature: _____
Title: Dickens Place Board of Director Date: _____

State of Mississippi
County of DeSoto

Vacant

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

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

Notary Public (Seal)

My Commission Expires: _____.

Printed Name: _____ Signature: _____
Title: Dickens Place Board of Director Date: _____

State of Mississippi
County of DeSoto

Vacant

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

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

Notary Public (Seal)

My Commission Expires: _____.