

Prepared by:
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
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#410*

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To the Chancery Clerk of Madison County, Mississippi:

Marginal Notations: Book 1518 at Page 515, Book 1523 at Page 115, Book 1748 at Page 001, Book 1841 at Page 422, Page 1591 at Page 718, Book 2139 at Page 323, Book 2139 at Page 327, Book 2139 at Page 332, and Book 2096 at Page 314.

SUPPLEMENTAL DECLARATION AND AMENDMENT

THIS SUPPLEMENTAL DECLARATION AND AMENDMENT (the "Amendment") is made and entered into as of the 9th day of April, 2007, by REUNION, INC., a Mississippi corporation ("Declarant") and REUNION PROPERTY OWNER'S ASSOCIATION, a Mississippi not-for-profit corporation.

WITNESSETH:

WHEREAS, Declarant filed the Declaration of Covenants and Restrictions for Reunion in Book 1518 at Page 515, Book 1523 at Page 115, and Book 1748 at Page 001 in the land records of the Chancery Clerk of Madison County, Mississippi (the "Original Declaration");

WHEREAS, pursuant to Article II thereof, Supplemental Declaration and Amendment instruments with a description of the property to be added and subject to the Declaration were filed in Book 1841 at Page 422, Page 1591 at Page 718, Book 2139 at Page 323, Book 2139 at Page 327, Book 2139 at Page 332, and Book 2096 at Page 314 (the "Supplements"; the Original Declaration and the Supplements are collectively referred to herein as the "Declaration");

WHEREAS, Article XIII of the Declaration provides that the Declarant can amend the Declaration by filing a supplemental declaration to comply with the requirements of government authorities and lenders; and

WHEREAS, the Declarant desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, Declarant declares that the property described in the Declaration shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens as amended hereinafter set forth.

1. Definition. The following definition shall be added to Article 1 of the Declaration:

“RECORDED FIRST MORTGAGE” shall mean a mortgage or deed of trust, properly recorded in the Office of the Chancery Clerk of Madison County, Mississippi, or other public office designated by the statutes and laws of the State of Mississippi for the recording of mortgages or deeds of trust in Madison County, Mississippi, the lien of which is prior, paramount, and superior to the lien of all other mortgages and deeds of trust and held by an Institutional Mortgagee.

2. Amendment to Section 6.8. Section 6.8 of the Declaration shall be deleted and the following shall be inserted in the place and stead thereof:

6.8 Remedies for Non-Payment of Assessments. Any Assessments or other charges which are not paid when due shall be delinquent. Delinquent Assessments shall bear interest from the due date at the rate established by the Board or if not set by the Board, at the highest rate allowed by law or such lesser rate as shall be determined by the Board, together with such late fee as may be set by the Board. The Association may file a lien of record against any Lot if there remains an Assessment unpaid for a period of thirty (30) days or longer. Said lien shall be filed in the land records of Madison County in a manner provided therefor by the Mississippi Code of 1972, as amended from time to time. The Association's lien shall be subordinate to the lien of any Recorded First Mortgage, but shall be superior to all other liens, except the liens of all taxes, bonds, assessments and other levies which by law would be superior. No suit or other proceeding may be brought to foreclose the lien for any Assessment levied pursuant to this 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. Additionally, the Association may, at its option, sue and obtain a personal judgment against an Owner in a court of competent jurisdiction. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and attorney's fees to be fixed by the court, together with the costs of the action and/or all costs of foreclosure, including reasonable attorney's fees. In the event of such action at law and in the further event that such action results in a judgment being entered against the Owner and in favor of the Association, then, and in that event, the Association shall collect on such judgment in such manner and to the extent provided and permitted by the laws of the State of Mississippi. Election by the Association of any one of the above remedies shall not preclude, or in any way limit, the Association's rights to utilize any other remedy available to the Association hereunder or in equity or at law.

The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any Recorded First Mortgage or any proceeding in lieu thereof, shall extinguish the lien of such Assessment as to installments which became due prior to such sale or transfer. An Institutional Mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure shall not be personally liable for Assessments on such Lot due prior to such acquisition of title. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. Such unpaid Assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 6.9, including such acquirer, its successors and assigns.

The Association may notify the Institutional Mortgagee of any Lot, which such holder is the holder of a Recorded First Mortgage, as to any Assessment levied pursuant to the Declaration, or any installment thereof, which shall become and remain delinquent for a period in excess of thirty (30) days, and the Association may notify such holder of any Lot as to which there is default by the Owner with respect to performance of any other obligation under this Declaration which remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give such notice shall not affect the validity or priority of any Recorded First Mortgage on any Lot, and the protection extended in this Declaration to the Institutional Mortgagee shall not be altered, modified, or diminished. Also, any failure to give such notice shall not affect the validity of the lien of any Assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities for such liens.

3. Full Force. The Declaration, as amended hereby, remains in full force and effect in accordance with its terms.

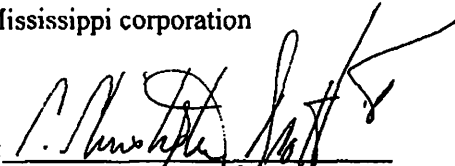
4. Disclosure. The Association joins herein for the purpose of ratifying and confirming the terms, covenants, and provisions of this Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first written above.

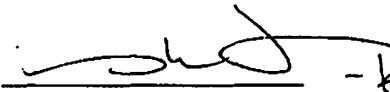
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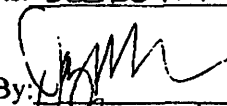
[signatures on the following page]

REUNION, INC.,
a Mississippi corporation

By: 
C. Christopher Scott, IV, Its President

REUNION PROPERTY OWNER'S ASSOCIATION,
INC., a Mississippi not-for-profit corporation

By:  - KEITH D. KENT
Its: SECRETARY P.O.A.

By: 
Its: President P.O.A.

STATE OF MISSISSIPPI

BOOK 2180 PAGE 628

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of April, 2007, within jurisdiction, the within named C. CHRISTOPHER SCOTT, IV, who acknowledged that he is the President of REUNION, INC., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Deana Keys
Notary Public

My Commission Expires:

~~MISSISSIPPI STATEWIDE NOTARY PUBLIC
EXPIRES OCT 31 2008
MISSISSIPPI STATEWIDE NOTARY SERVICE~~

(SEAL)

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of April, 2007, within jurisdiction, the within named Paul Morgan and Keith Kent, who acknowledged that they are the President and Secretary, respectively, of REUNION PROPERTY OWNER'S ASSOCIATION, INC., a Mississippi not-for-profit corporation, and that for and on behalf of the said not-for-profit corporation, and as their act and deed they executed the above and foregoing instrument, after first having been duly authorized by said not-for-profit corporation so to do.

Deana Keys
Notary Public

My Commission Expires:

~~MISSISSIPPI STATEWIDE NOTARY PUBLIC
EXPIRES OCT 31 2008
MISSISSIPPI STATEWIDE NOTARY SERVICE~~

(SEAL)

No legal desc.
MADISON COUNTY MS This instrument was
filed for record Apr. 20, 2007 at 3:10 P. M.
Book 2180 Page 624
ARTHUR JOHNSTON, C. C.
BY: J Cole D.C.



Jackson 1854950v.1

Prepared by:
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
Attn: Matthew H. Grenfell
17th Floor, Regions Plaza
Post Office Box 22567
Jackson, MS 39225-2567
(601) 948-5711

BOOK 2299 PAGE 0813

422-111

560076

To the Chancery Clerk of Madison County, Mississippi:

Marginal Notation: Book 1748 at Page 001; Book 2180 at Page 624; Book 1841 at Page 422; Page 1591 at Page 718; Book 2139 at Page 323; Book 2139 at Page 327; Book 2139 at Page 332; and Book 2096 at Page 314.

SUPPLEMENTAL DECLARATION AND AMENDMENT

THIS SUPPLEMENTAL DECLARATION AND AMENDMENT (the "Amendment") is made and entered into as of the 10th day of March, 2008, by REUNION, INC., a Mississippi corporation ("Declarant") and REUNION PROPERTY OWNER'S ASSOCIATION, INC., a Mississippi not-for-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Declarant filed the Declaration of Covenants and Restrictions for Reunion in Book 1518 at Page 515, Book 1523 at Page 115, and Book 1748 at Page 001 in the land records of the Chancery Clerk of Madison County, Mississippi (the "Original Declaration"); and

WHEREAS, pursuant to Article 2 thereof, Supplemental Declaration and Amendment instruments with a description of the property to be added and subject to the Declaration as well as amending the Original Declaration were filed in Book 2180 at Page 624, Book 1841 at Page 422, Page 1591 at Page 718, Book 2139 at Page 323, Book 2139 at Page 327, Book 2139 at Page 332, and Book 2096 at Page 314 (the "Supplements"; the Original Declaration and the Supplements are collectively referred to herein as the "Declaration"); and

WHEREAS, pursuant to Article 13, Section 2 of the Declaration, any party other than the Declarant must obtain approval of at least seventy-five percent (75%) of the votes of the Members and must include the express written joinder and consent of the Declarant; and

WHEREAS; the Board of Directors of the Association has proposed to amend and restate the Declaration in order to restrict the right to lease Lots or any improvements thereon in Reunion; and

WHEREAS, notice of the annual meeting of the Association for the purpose of, among other things, considering this Amendment was sent to each Member on December 21, 2007; and

WHEREAS, the annual meeting of the Association was held on February 2, 2008, and subsequently adjourned on February 16, 2008, for the purpose of, among other things, considering this Amendment, at which time 682 out of a possible 907 total votes were cast in favor of the Amendment; and

WHEREAS, more than seventy-five percent (75%) of the total votes in the Association voted to amend the Declaration as provided herein;

WHEREAS, Declarant has consented to this Amendment as evidenced by its execution hereof.

NOW, THEREFORE, Declarant and the Association declare that the property described in the Declaration shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens as amended hereinafter set forth.

1. Amendment to Section 10.2.1. Section 10.2.1 of the Declaration shall be deleted and the following shall be inserted in the place and stead thereof:

10.2.1 Residential Use. Except as provided in Section 10.2.10 of this Declaration all residences shall be used as single-family, private residential dwellings and for no other purpose. No business or commercial buildings may be erected on any Lot and no business may be conducted on any part thereof, except as specifically reserved therein. All owners of any Lot shall not lease such Lot or any improvements constructed thereon to another person or entity unless the Board of Directors shall approve same. No timesharing or similar arrangements are allowed. The covenants set forth in this paragraph shall run with the land for the benefit of the Association and shall expire pursuant to this Declaration or upon the earlier release thereof by the Association. All owners, by purchase of a Lot in Reunion, acknowledge that the Golf Club and all other social and recreational structures and activities located on the Common Property and permitted under the rules and regulations of the Association and the Golf Club are allowed under the terms of this paragraph.

2. Full Force. The Declaration, as amended hereby, remains in full force and effect in accordance with its terms.

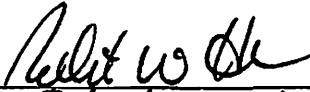
3. Disclosure. The Declarant joins herein for the purpose of ratifying and confirming the terms, covenants, and provisions of this Amendment.


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[signatures on the following page]

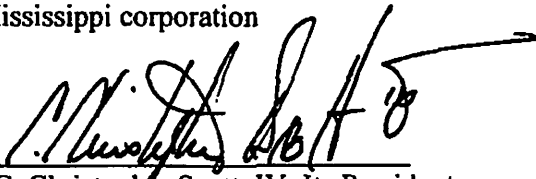
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first written above.

REUNION PROPERTY OWNER'S ASSOCIATION,
INC., a Mississippi not-for-profit corporation

By: 
Name: Robert W. Huston
Its: President

By: 
Name: Keith D. Kent
Its: Sec. TRES.

REUNION, INC.,
a Mississippi corporation

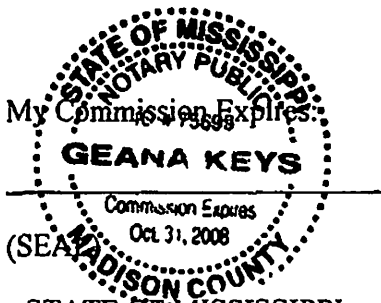
By: 
C. Christopher Scott, IV, Its President

STATE OF MISSISSIPPI
COUNTY OF MADISON

BOOK 2299 PAGE 0816

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of March, 2008, within jurisdiction, the within named Robert W. Hosron and Keith D. Kent, who acknowledged that they are the President and Sec. Treasure, respectively, of REUNION PROPERTY OWNER'S ASSOCIATION, INC., a Mississippi not-for-profit corporation, and that for and on behalf of the said not-for-profit corporation, and as their act and deed they executed the above and foregoing instrument, after first having been duly authorized by said not-for-profit corporation so to do.

Geana Keys
Notary Public



STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of March, 2008, within jurisdiction, the within named C. CHRISTOPHER SCOTT, IV, who acknowledged that he is the President of REUNION, INC., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Geana Keys
Notary Public



MADISON COUNTY MS This instrument was
filed for record Mar 27, 2008 at 4:45 P.M.
Book 2299 Page 813
ARTHUR JOHNSTON, G. C.
BY: [Signature] d.c.