

AMENDMENT TO PROTECTIVE COVENANTS OF
HUNTERS POINT PART III

WHEREAS, Hunters Pointe Part III, Inc., imposed certain protective covenants on all lots in Hunters Pointe Part III, a subdivision situated in Madison County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat C at Slide 64 thereof; and

WHEREAS, the first unnumbered paragraph following Paragraph No. 28 of said protective covenants provide that said covenants may be amended by a written instrument signed by two-thirds (2/3) of the then owners of lots; and

WHEREAS, the undersigned lot owners, representing at least two-thirds (2/3) of the then owners of lots in Part III of Hunters Pointe Subdivision, desire to amend said protective covenants to give the Homeowners Association of Hunters Pointe Subdivision, which is referred to in Paragraph 22a of these Protective Covenants, the power to assess each lot for maintenance and operating expenses incurred by said Homeowners Association under the conditions set forth in the Bylaws of the Hunters Pointe Homeowners Association, Inc.

NOW THEREFORE, in consideration of the premises, the undersigned, constituting two-thirds (2/3) or more of the then owners of lots in Hunters Pointe Part III do hereby amend the Protective Covenants of Hunters Pointe Part III by adding

Paragraph 29 to said protective covenants which is specifically set forth as follows, to-wit:

29. Every owner of a lot within Hunters Pointe Part III agrees to pay the annual assessments of the Homeowners Association, said Association being the same referred to in Paragraph 22a of these Protective Covenants, and each owner of any site by acceptance of the deed therefor, 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 Hunters Pointe Homeowners Association, Inc., annual assessments or membership fees, together with such interests thereon and costs of collection, in an amount to be determined by the Board of Directors of said Homeowners Association as provided in the Bylaws of the Hunters Pointe Homeowners Association, Inc., and same shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or membership fee is made. Each such assessment or membership fee, together with such interest thereon, cost of collection and reasonable attorneys fees, shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment or membership fee fell due. The personal obligation for delinquent assessment or membership fee shall not pass to his successors in title unless expressly assumed by them. The lien for assessments or membership fees shall be subject to and subordinate to the lien any recorded first mortgage or deed of trust.

The previous protective covenants including Paragraphs 1 through 28, shall remain in full force and effect unchanged and unaltered.

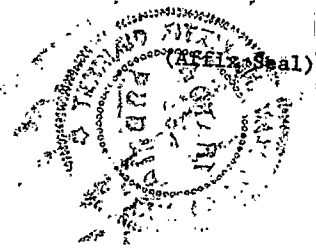
In witness thereof, the undersigned have affixed their signatures on this the 30 day of AUGUST, 1998.

Lot #	Signature
1. <u>614 Huntington Dr.</u>	<input checked="" type="checkbox"/> MIKE GREEN <input checked="" type="checkbox"/> ELIZABETH GREEN
2. <u>620 Huntington Dr.</u>	<input checked="" type="checkbox"/> BETTY ANN BLAIN <input checked="" type="checkbox"/> SCOTTIE BLAIN
3. <u>576 Huntington Dr.</u>	<input checked="" type="checkbox"/> JOHN WALTON <input checked="" type="checkbox"/> CAROLYN WALTON
4. <u>632 Huntington Dr.</u>	<input checked="" type="checkbox"/> James Taylor <input checked="" type="checkbox"/> FIDELIA TAYLOR
5. <u>631 Huntington Dr. DR</u>	<input checked="" type="checkbox"/> BOBBY HARDIN <input checked="" type="checkbox"/> BECKY HARDIN
6. <u>638 Huntington Dr.</u>	<input checked="" type="checkbox"/> MARY HIRSCH <input checked="" type="checkbox"/> MARY HIRSCH
7. <u>685 Huntington Dr.</u>	<input checked="" type="checkbox"/> GLENN FARMER
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I, BARBARA FAYARD, hereby swear and affirm, that I personally witnessed the signature(s) on line(s) 1 thru 7, PAGE 3 OF 8 of the foregoing document.

Barbara Fayard
Signature

Gene for Lutz Hugh
Notary Public My Commission Expires March 18, 2002



The previous protective covenants including Paragraphs 1 through 28, shall remain in full force and effect unchanged and unaltered.

In witness thereof, the undersigned have affixed their signatures on this the 29 day of August, 1998.

Lot #

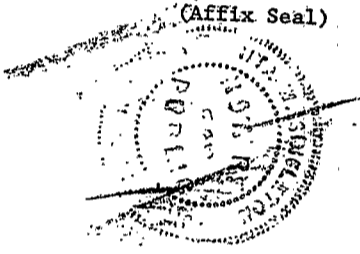
- | | |
|------------------------|--|
| 1. 584 Huntington Dr. | ✓ <u>Grace Linn Wood</u> GRACE LINN WOOD |
| 2. 578 Huntington Dr. | ✓ <u>George Abraham</u> GEORGE ABRAHAM |
| 3. 608 Huntington Dr. | ✓ <u>K.S. Massey</u> K.S. MASSEY |
| 4. 608 HUNTINGTON DR. | ✓ <u>Jeffrey Massey</u> JEFFREY MASSEY |
| 5. 590 Huntington Dr. | ✓ <u>Lexie M. Smith</u> LEXIE M. SMITH |
| 6. 572 Huntington Dr. | ✓ <u>Lynda Martinaz</u> LYNDA MARTINAZ |
| 7. 596 Huntington Dr. | ✓ <u>Mary Buring</u> MARY BURING |
| 8. 596 Huntington Dr. | ✓ <u>Michael T. Buring</u> MICHAEL BURING |
| 9. 572 Huntington Dr. | ✓ <u>Gilbert T. Martinaz</u> GILBERT T. MARTINAZ |
| 10. 569 Huntington Dr. | ✓ <u>Betty H. Hulsey</u> BETTY H. HULSEY |
| 11. 602 Huntington Dr. | ✓ <u>Matt Phillips</u> MATT PHILLIPS |
| 12. 602 Huntington Dr. | ✓ <u>Robin Phillips</u> ROBIN PHILLIPS |
| 13. 575 Huntington Dr. | ✓ <u>John S. Odom</u> JOHN S. ODOM |
| 14. 575 Huntington Dr. | ✓ <u>P. Karen Odom</u> P. KAREN ODOM |
| 15. _____ | _____ |
| 16. _____ | _____ |
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| 20. _____ | _____ |

I, Kevin M. Smith, hereby swear and affirm, that I personally witnessed the signature(s) on line(s) 1-14, PAGES OF 8 of the foregoing document.

Kevin M. Smith
Signature

Reta W. Singleton
Notary Public
NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: May 13, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

(Affix Seal)



The previous protective covenants including Paragraphs 1 through 28, shall remain in full force and effect unchanged and unaltered.

In witness thereof, the undersigned have affixed their signatures on this the 30 day of AUGUST, 1998. AND 17 " " SEPTEMBER, 1998.

Lot #	PAM KEYES ✓	ROBERT KEYES ✓
703 CEDAR POINTE 1.	<u>Pam Keyes</u>	<u>Robert Keyes</u>
705 CEDAR POINTE 2.	<u>Bobby Barlow</u>	<u>Susanne Barlow</u>
473 MOCKINGBIRD 3.	<u>Scott Norwood</u>	<u>Sheila Norwood</u>
469 MOCKINGBIRD 4.	<u>Kimberly Bollmert</u>	<u>Kent Bollmert</u>
468 MOCKINGBIRD 5.		<u>Karin C. Dyer</u>
468 MOCKINGBIRD 6.	<u>David Dyer</u>	<u>Karin C. Dyer</u>
464 MOCKINGBIRD 7.	<u>Charles E. Dollar</u>	<u>Ginger M. Dollar</u>
477 MOCKINGBIRD 8.	<u>Lashonda J. Armstrong</u>	<u>Calvin Armstrong</u>
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I, TERESA R. MALONEY, hereby swear and affirm, that I personally witnessed the signature(s) on line(s) 1 THROUGH 8, PAGE 7 OF 8 of the foregoing document.

Teresa R. Maloney
Signature

Shannon Spourner
Notary Public

Notary Public State of Mississippi At Large
My Commission Expires August 23, 2002
Bonded Thru Holden, Brooks & Garland, Inc.

(Affix Seal)



STATE OF MISSISSIPPI, COUNTY OF MADISON:

I certify that the within instrument was filed for record in my office this 21 day of Sept 1998, at 2:45 o'clock P M., and was duly recorded on the SEP 21 1998, Book No. 1126, Page 1.

STEVE DUNCAN, CHANCERY CLERK

BY: D. Lock D.C.