

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

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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 10<sup>th</sup> 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.

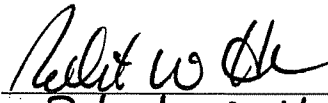
3. Disclosure. The Declarant joins herein for the purpose of ratifying and confirming the terms, covenants, and provisions of this Amendment.


**[remainder of page intentionally left blank]**

**[signatures on the following page]**

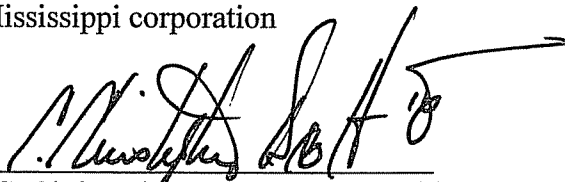
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first written above.

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

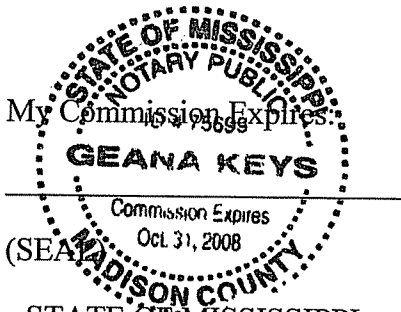
STATE OF MISSISSIPPI

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. TREASURER, 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, S. C.

BY: [Signature] D.C.

