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<p><b>PREPARED BY AND RETURN TO:</b> Robin H. Rasmussen (MPR #104729) Dinkelspiel, Rasmussen &amp; Mink, PLLC 1669 Kirby Parkway, Suite 106 Memphis, Tennessee 38120</p>	<p><b>Indexing Instructions:</b> Part of Southwest ¼, Section 26, Township 1 South, Range 7; Windstone, Phases 1; 1, 1<sup>st</sup> Revision; 3; 3A; 4; 5A; 5B; 6; 7A; 7B; 7C; 7E; 8A; and 9; Plat Book 65, Page 30; Plat Book 70, Page 40; Plat Book 86, Page 17; Plat Book 92, Page 1; Plat Book 83, Page 29; Plat Book 83, Page 44; Plat Book 93, Page 25; Plat Book 98, Page 10; Plat Book 104, Page 10; Plat Book 106, Page 30; Plat Book 108, Page 44; Plat Book 110, Page 20; Plat Book 113, Page 30; Plat Book 111, Page 47; Plat Book 113, Page 31; Plat Book 114, Page 36; Plat Book 114, Page 36; Plat Book 114, Page 37; Plat Book 114, Page 38; Plat Book 115, Page 5; Plat Book 116, Page 35; Plat Book 117, Page 22; and Plat Book 120, Page 8, City of Olive Branch, Desoto County, Mississippi</p>	<p><b>Grantee:</b> Windstone Homeowners Association, Inc. 4555 Stone Hollow Drive Olive Branch, Mississippi 38654 Phone No. N/A</p> <p><b>Grantor:</b> Windstone Homeowners Association, Inc. 4555 Stone Hollow Drive Olive Branch, Mississippi 38654 Phone No. N/A</p>
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**AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WINDSTONE SUBDIVISION**

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**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WINDSTONE SUBDIVISION** (this “Declaration”) is made as of this 11<sup>th</sup> day of \_\_\_\_\_, 2017, by **WINDSTONE HOMEOWNERS ASSOCIATION, INC.**, a Mississippi non-profit corporation (the “Association”) for that certain residential development situated in the City of Olive Branch, DeSoto County, Mississippi, more commonly known as **WINDSTONE** (“Windstone”).

**WITNESSETH:**

**WHEREAS**, Wedge, L.L.C., a Mississippi limited liability company (“Wedge”), as the Declarant, executed that certain Amended and Restated Declaration of Covenants and Restrictions for Windstone Subdivision as Recorded in Plat Book 65, Page 30-32 Section 26, Township 1 South, Range 7 West (as amended, supplemented, restated, and unified, the “Original Declaration”), dated July 29, 1997, recorded in the Clerk’s Office of the Chancery Court of DeSoto County, Mississippi (the “Clerk’s Office”) in Book 347, Page 710; and

**WHEREAS**, the Original Declaration initially encumbered that certain parcel of real property situated in DeSoto County, Mississippi, commonly known as Windstone Subdivision, Phase I, as more particularly shown on that certain plat recorded in the Clerk’s Office in Plat Book 65, Page 30 (together with all plats mentioned in the fourth [4<sup>th</sup>] recital below, the “Original Plats); and

**WHEREAS**, Wedge, while it retained its Declarant rights, amended, supplemented, and restated the Original Declaration as evidenced by those certain instruments recorded in the Clerk’s Office in Book 363, Page 566; Page 392, Page 121; Book 392, Page 136; Book 464, Page 622; Book 583, Page 560; Book 559, Page 588; Book 686, Page 286; Book 718, Page 164; and Book 739, Page 154, re-recorded as Book 743, Page 516; and

**WHEREAS**, these amendments, supplements, and restatements to the Original Declaration made by Wedge, as the Declarant, added additional phases to Windstone, which phases are more particularly shown on those certain plats of record in the Clerk’s Office in Plat Book 70, Page 40; Plat Book 83, Page 29; Plat Book 83, Page 44; Plat Book 86, Page 17; Plat Book 92, Page 1; Plat Book 93, Page 25; Plat Book 98, Page 10; Plat Book 104, Page 10; Plat Book 106, Page 30; Plat Book 108; Page 44; Plat Book 110, Page 20; Plat Book 111, Page 47; Plat Book 113, Page 30; and Plat Book 113, Page 31; and

**WHEREAS**, the Original Declaration provides that: “As future Phases of WindStone Subdivision are platted, they shall be added to the definition of ‘Property’ hereunder and shall also be subject to the terms of this Unified Declaration of Covenants and Restrictions for WindStone Subdivision”; and

**WHEREAS**, the Original Declaration defines “Property” in Article II, Section N as: “the real property described in Article III hereof and all future Phases of WindStone Subdivision as they may be platted and developed”; and

**WHEREAS**, pursuant to the Original Declaration, Wedge was the sole “Class B” member of the Association; and

**WHEREAS**, on December 29, 2014, Wedge executed that certain WindStone Homeowners Association Termination of Class B Membership (the “Termination”), which is recorded in the Clerk’s Office in Book 752, Page 110; and

**WHEREAS**, subsequent to the recordation of the Original Declaration, but prior to the recordation of the Termination, Wedge recorded in the Clerk's Office plats of additional Phases of WindStone Subdivision, being collectively Phases 9-12, recorded respectively as: Plat Book 114, Page 36 (Phase 9); Plat Book 114, Page 37 (Phase 10); Plat Book 114, Page 38 (Phase 11); and Plat Book 115, Page 5 (Phase 12) (collectively, the "Pre-Termination Phases"); and

**WHEREAS**, pursuant to the terms of the Original Declaration, since the Pre-Termination Phases were recorded prior to the Termination, but were future Phases of WindStone Subdivision at the time they were recorded, such Phases, including all Lots shown on them, are encumbered by the Original Declaration, as such has been amended from time to time (see also that certain instrument recorded in Book 809, Page 311); and

**WHEREAS**, with the recordation of the Termination, Wedge effectively and voluntarily terminated all of its declarant's rights, including the addition of subsequent phases to Windstone, ceding control of the development to the Association; and

**WHEREAS**, as of the recordation of the Termination control of Windstone has passed to the Association and the Lot Owners who comprise its membership; and

**WHEREAS**, subsequent to the recordation of the Termination, the Association amended, restated, and unified the Original Declaration as evidenced by that certain instrument of record in the Clerk's Office in Book 753, Page 321 (the "Second Unified Covenant"); and

**WHEREAS**, the Second Unified Covenant provides that: "As future Phases of WindStone Subdivision are platted, they shall be added to the definition of 'Property' hereunder and shall also be subject to the terms of this Unified Declaration of Covenants and Restrictions for WindStone Subdivision"; and

**WHEREAS**, the Second Unified Covenant defines "Property" in Article II, Section N as: "the real property described in Article III hereof and all future Phases of WindStone Subdivision as they may be platted and developed"; and

**WHEREAS**, the Original Declaration was approved by Wedge, and the Second Unified Covenant was approved by the Membership of the Association; and

**WHEREAS**, subsequent to the recordation of the Second Unified Covenant, three (3) additional plats (the "Additional Plats") (the Additional Plats, the Pre-Termination Phases, and the Original Plats, collectively, being the "Plats") were recorded in the Clerk's Office for Phases 13, 14, and 15 of WindStone in Plat Book 116, Page 35 (Phase 13); Plat Book 117, Page 22 (Phase 14); and Plat Book 120, Page 8 (Phase 15), respectively; and

**WHEREAS**, all Lots shown on the Additional Plats, like all Lots shown on the Original Plats, are encumbered by Second Unified Covenant (see also, those certain instruments recorded in Book 809, Page 311 and Book 813, Page 479); and

**WHEREAS**, copies of the Plats depicting and showing all of the real property encumbered by the Original Declaration (collectively being the "Property" or "Windstone"), are attached hereto and made a part hereof as **EXHIBIT "A"**; and

**WHEREAS**, the Association was formed, with the filing of its charter with the Mississippi Secretary of State as Business ID# 676443 on September 23, 1999, to govern and administer Windstone in accordance with the terms and provisions of the Declaration; and

**WHEREAS**, the Association has not formally adopted any bylaws and therefore operates under the terms and provisions of the Mississippi Nonprofit Corporation Act, Miss. Code § 79-11-101, *et seq.* (the “Act”); and

**WHEREAS**, the Act provides at Miss. Code § 79-11-145(a) that the Board of Directors shall adopt bylaws for the Association; and

**WHEREAS**, by executing this Declaration, the Board of Directors of the Association adopts the Bylaws of Windstone Homeowners Association, Inc., attached hereto and made a part hereof as **EXHIBIT “B”**, as the Bylaws of the Association; and

**WHEREAS**, the Property has been divided into residential Lots (each a “Lot”), with a total of four hundred sixty seven (467) Lots in all encumbered sections and phases of WindStone, as shown on the Plats; and

**WHEREAS**, the Property contains certain common area (the “Common Area”) as more particularly shown and depicted on the Plats; and

**WHEREAS**, the Common Area either has or will be conveyed to the Association by Wedge; and

**WHEREAS**, the Association and the Lot Owners intend to amend and restate and merge the Original Declaration into one set of covenants, conditions, and restrictions generally applicable throughout Windstone as more particularly provided in this Declaration; and

**WHEREAS**, the Original Declaration provides in Article XV, Section 1 that it may be amended by: (i) the approval of two-thirds (2/3rds) of all the Lot Owners in Windstone as evidenced by their signature of the written amendment and (ii) the approval of a majority of the Board of Directors of the Association; and

**WHEREAS**, Article XV, Section 10 of the Original Declaration provides that any amendment that has the effect of relaxing or making the covenants contained in the Declaration less restrictive must also be approved by the City of Olive Branch; and

**WHEREAS**, the City of Olive Branch has approved this Declaration as evidenced by that certain approval attached hereto and made a part hereof as **EXHIBIT “D”**; and

**WHEREAS**, at a duly-called meeting of the Association, Lot Owners representing at least two-thirds (2/3rds) of the Lots in Windstone have expressly approved and consented to amending, restating, and merging the Original Declaration as more particularly provided in this Declaration; and

**WHEREAS**, it is to the benefit, interest, and advantage of the Association, the owner(s) of record of each Lot (each a “Lot Owner”), and each and every person or other entity hereafter acquiring any interest in the Property that certain covenants, conditions, restrictions, easements, assessments, and liens governing and regulating the use and occupancy of the same be established, fixed, set forth, and declared as covenants running with the Property; and

**WHEREAS**, Wedge, the Association, and the Lot Owners acknowledge and agree that Wedge may submit and encumber additional phases of WindStone with this Declaration;

**NOW, THEREFORE**, in consideration of the premises, the Association, by and through a majority of its Board of Directors as evidenced by their signature of this Declaration, and Lot Owners representing at least two-thirds (2/3rds) of all the Lot Owners in Windstone (acknowledging that they have received any and all due notice as required by the Declaration) as evidenced by their signatures attached hereto on **EXHIBIT "C"**, do hereby publish and declare that all of the Property in Windstone is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, uses, limitations, and obligations all of which are declared and agreed to be in furtherance of a plan for the development and improvement of the Property, and the said covenants, conditions, restrictions, uses, limitations, and obligations shall run with the land and shall be a burden and a benefit to the Association, the Lot Owners, and any person or legal entity acquiring or owning any interest in any portion of the Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

## **ARTICLE I** **PROPERTY**

**Section 1.** Property Subject to this Declaration. Windstone is more particularly shown and depicted on the Plats attached hereto and made a part hereof as **EXHIBIT "A"** and is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration. For the purposes of this Declaration a "Lot" shall be a Lot shown on the Plats. In addition, it is expressly acknowledged and agreed that Wedge may add additional phases to WindStone by recording a plat (each being a "Future Plat") of any such future phases of the development. In such event, the real property defined to include WindStone that is subject to and encumbered by this Declaration shall be deemed amended to include any and real property shown on such Future Plat. Any Lot shown on such Future Plat shall be a Lot for the purposes of this Declaration.

**Section 2.** Easements. Easements for the installation, operation, repair, and maintenance of utilities, fences, sidewalks, drives, walls, drainage facilities, and access thereto, landscaping, and planting and screens have been granted as shown on the Plat; and the conveyance of any of Lot within Windstone shall be made subject to such easements. From time to time, the Association, acting through its Board, may grant additional easements for similar purposes over the Common Area.

## **ARTICLE II** **THE ASSOCIATION**

**Section 1.** Members. Every person, being an individual, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof, who is a record owner of a fee or undivided fee interest of any Lot within Windstone shall be a Member of the Association, provided, however, that anyone who holds such interest solely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot within Windstone. Ownership of such Lot shall be the sole qualification for membership in the Association.

**Section 2.** Voting Rights. The Owner(s) of record in the Clerk's Office of each Lot within Windstone each shall be entitled to one (1) vote per Lot. If a husband and wife are the Owners, collectively, of a Lot in Windstone such husband and wife, while both Members, will have one (1) vote between them in all matters put before the Membership. If a corporation, partnership, limited liability company, or any other such legal entity shall own a Lot, then such entity shall register with the Secretary the name and office of the individual who will represent such entity at any meeting of the Members and cast such entity's vote.

**Section 3.** Secured Parties. No individual or legal entity holding title to a Lot as security for any debt or obligation shall be considered as Owner of such Lot, and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any question or matter affecting the administration of the Association.

**Section 4.** Voting. At every meeting of the Members, each of the Members shall have the right to cast his vote on each question. The vote of the Members, in person or by proxy, representing fifty-one percent (51%) of the total votes cast at such meeting, provided a quorum exists, with respect to any question shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute or of the Articles, or this Declaration, or of the Bylaws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one (1) person may be exercised by any of them present at any meeting unless any objection or protest by the other Owner of such membership is noted at such meeting. In the event all of the co-Owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for the membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question.

**Section 5.** Proxies. Every Member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be filed with the Secretary before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

**Section 6.** Quorum. The presence, either in person or by proxy, of Members representing at least thirty-five percent (35%) of the total votes entitled to be cast shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of the Members. If the number of Members at a meeting drops below the required quorum level and the question of a lack of quorum is raised, no business may thereafter be transacted.

**Section 7.** Bylaws. The Association shall be governed by those certain Bylaws attached hereto and made a part hereof as **EXHIBIT "B"**.

### **ARTICLE III** **PROPERTY RIGHTS**

**Section 1.** Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Board of the Association to adopt reasonable rules and regulations (the "Rules and Regulations") for the benefit of the Owner in accordance with the Bylaws;
- (b) The right of the Association, in accordance with its Articles and Bylaws to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof to manage said Common Area; and
- (c) No action by the Association affecting the maintenance or use of the Common Area shall prevent any Lot Owner from using the appropriate Common Areas for ingress and egress to his Lot.



**ARTICLE IV**  
**COMMON AREAS**

**Section 1.** Common Area. The Common Area of Windstone includes those common open spaces conveyed to the Association, including but limited to those shown on the Plat, and any easements in favor of the Association.

**Section 2.** Member Easement. Every Member shall have the right and easement of enjoyment in and to the Common Area, except as provided in Article III, Section 1, and such easement shall be appurtenant to and shall pass with the title to every Lot subject to the right of the Association to regulate such use and such other action as may be permitted by law in effect from time to time. The right of a Member to use the Common Area may be constrained by the Rules and Regulations of the Association, as promulgated in writing, from time to time, by the Board of Directors as noted in Article III, Section 1.

**Section 3.** Powers of the Association as to the Common Area. The Association may, at any time, as to the Common Area and Common Improvements controlled, conveyed, leased, assigned, or transferred to it, or otherwise placed under its jurisdiction or control, in the discretion of the Board of Directors, without any approval of the Members being required:

- (a) Operate, maintain, reconstruct, repair, replace or refinish any improvements or portion thereof upon any such area in accordance with (i) the last plans thereof approved by the Board of Directors, (ii) the original plans for the improvement, or (iii) if neither of the foregoing is applicable and if such improvement was previously in existence, then in accordance with the original design, finish or standard of construction of such improvement as same existed;
- (b) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the Board of Directors deems necessary for the conservation of water and soil and for aesthetic purposes;
- (c) Do all such other and further acts which the Board of Directors deems necessary to preserve and protect the Common Area and the beauty thereof, in accordance with the general purposes specified in this Declaration; and
- (d) The Board of Directors shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area.
- (e) The Board of Directors may, from time to time, promulgate written rules and regulations regarding the use of the Common Area and Common Improvements.

**Section 4.** Destruction of Common Area and Common Improvements. In the event the Common Area or the Common Improvements area damaged or destroyed through the intentional or negligent act of any Member or any person for whom such Member is legally responsible, such Member does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good, workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by said Member, upon demand, to the Association, and the Association may enforce collection of same in the same manner and subject to the same conditions as provided elsewhere in this Declaration for collection and enforcement of assessments.

**Section 5.** Addition of Common Area. Except as provided in Article I, Section 1 of this Declaration, real property not included and shown as common area or common open space on the Plats shall not be conveyed

to or otherwise accepted by the Association without the approval of two-thirds (2/3rds) of the members of the Association present and voting at a duly-called meeting of the Association. At such meeting, the owner of such real property, if a member, shall not be entitled to vote for or against the conveyance or acceptance of such real property.

## ARTICLE V MAINTENANCE AND REPAIR

**Section 1.** Association Responsibilities. The Association shall provide and pay for all maintenance, operation, repair, replacement, and expenses for the Common Area and the Common Improvements. The real property taxes for the Common Area, if any, shall also be paid for by the Association. These responsibilities are not exclusive and the Association, by appropriate vote, may elect to pay other items.

**Section 2.** Alley Maintenance. The Association shall be responsible for the maintenance, repair, and replacement of any and all private access alleys shown on the Plats within Windstone. Such maintenance will include, but not be limited to, resurfacing and patching of the alleys as needed to provide proper access to Lots designed to have primary access via such alleys.

**Section 3.** Irrigation System. The fees and assessments (North Central Power Association) associated with providing the electrical power needed to operate the irrigation system for Phases 1 through 5, inclusive, will also be the responsibility of the Association. Such Lot Owners will be required by the Association to maintain the irrigation system on their Lot at the Owner's own expense. The costs of any maintenance or repair of any irrigation system located on a Lot shall be the sole responsibility and expense of the Owner of such Lot. The Board of Directors, in its sole reasonable discretion, may vote to install a new irrigation system to service the Common Area owned by the Association. In the event the Association does install such an irrigation system, the Association may, at the sole reasonable discretion of the Board, discontinue the service provided by the Association to the Lots in Phases 1 through 5, inclusively, as required by this Section.

**Section 4.** Individual Lot Owners. Each Owner of a Lot shall be responsible for all interior maintenance, painting, repair, and upkeep of his Lot and the improvements thereon. The exterior maintenance of improvements on individual Lots shall be the responsibility of each Lot Owner, subject to the architectural guidelines and covenants of this Declaration.

**Section 5.** Failure to Maintain a Lot. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated on their respective Lot in a manner compatible with the other Lots and improvements in Windstone, as reasonably determined by the Board of Directors of the Association in its sole discretion, then the Association, after approval by a two-thirds (2/3rds) vote of the Board of Directors, shall have the right to notify said Lot Owner of the deficiency existing in writing and upon failure to correct said deficiency within a reasonable period of time, to take such legal action as the Board may deem appropriate, and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject as provided by this Declaration.

## ARTICLE VI ASSESSMENTS

**Section 1.** Annual Assessments. Each Member hereby covenants and agrees to pay to the Association annual assessments or charges, such assessments to be fixed, established, and collected from time

to time as hereinafter provided. The annual assessments, together with any fees and attorney's fees related thereto and costs of collection thereof, as hereinafter provided, shall be a continuing lien and charge upon each Lot against which each such assessment is made and the sale or transfer of any such Lot shall not affect the validity of the assessment lien. Each such assessment, together with any fees related thereto, costs, and reasonable attorney's fees shall also be the personal obligations of the owner of record of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2.**     Use of Annual Assessments. The assessments levied by the Association shall be used exclusively for the purpose of maintaining the Common Area and any other purpose deemed reasonable or necessary by the Board of Directors.

**Section 3.**     Setting of Annual Assessments. The initial annual assessment for each Lot for the year of recordation of this Declaration shall be set by the Board of Directors, in its discretion. Subsequent to the year of recordation of this Declaration, the annual assessment shall be set annually by the Board of Directors, after consideration of current operating and maintenance costs and future needs of the Association. Upon determining the budget of the Association, the Board of Directors shall assess each Lot in Windstone equally on a *pro rata* basis.

**Section 4.**     Procedure for Enforcement. The Association, by and through its Board, may also establish procedures to ensure compliance with the provisions of this Declaration.

**Section 5.**     Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the recordation of this Declaration. The calendar year following the recordation of this Declaration, the Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date of each annual meeting of the Members; but in the absence of such action by resolution of the Board of Directors, the annual assessment shall be in the amount last fixed. Written notice of the annual assessment shall be sent to every Member on an annual basis. The annual assessment shall be paid as set by the Board. The due dates of each installment of the assessments may be established by resolution of the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 6.**     Subordinate to Lien of Deed of Trust/Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage or deed of trust on any Lot and to the lien of *ad valorem* real estate taxes. The lien established by this Declaration shall have preference over all other mortgages, deeds of trusts, assessments, liens, judgments, or charges of whatever nature. Foreclosure, sale, or other conveyance (such as a deed in lieu of foreclosure) pursuant to any such mortgage or deed of trust shall extinguish such lien for assessments due prior to such foreclosure or sale, but only if such assessments and all costs associated therewith, including attorney's fees, were paid in full prior to the date of recordation of the mortgage or deed of trust (but such assessment lien shall attach to any excess proceeds of the foreclosure), and no such foreclosure or sale shall relieve such Lot from liability for any future assessments or liens.

**Section 7.**     Effect of Non-Payment of Assessments.

(i) Delinquent Payment of Assessments. Any payment of an assessment, which has not been received by the Association within thirty (30) days from the time when it becomes due, shall be delinquent without further notice to the Owner of record of the Lot which is delinquent. Such delinquent assessment, together with a reasonable late fee, subject to change from time to time by the Board in its sole discretion; the costs and expenses of collection; and a reasonable attorneys' fee shall be a charge upon the Lot and

shall be a continuing lien upon the Lot until fully paid, and shall further be a personal obligation of the persons who own such Lot at the time when the assessment was made. The personal obligation for a delinquent assessment, interest, costs, expenses, and a reasonable attorneys' fee shall not pass to such Owner's successors in title unless expressly assumed by them. The said lien securing any unpaid assessments shall be subordinate to liens for real estate taxes on the Lot and to mortgages and other liens of record on such Lot recorded or attaching prior to the time when said lien for unpaid assessments shall attach. The said lien for unpaid assessments shall take precedence over any subsequent judgment, attachment, or claim of title of any trustee in bankruptcy.

(ii) Enforcement of Liens. A lien for unpaid assessments may be enforced by suit brought in the name of the Association, acting on behalf of the Lot Owners, in a like manner as the enforcement of a lien is provided by the laws of the State of Mississippi. Without prejudice to its right to bring such a suit for enforcement, the Association, at its option, may enforce collection of delinquent assessments by any other competent proceeding and, in any event, the Association shall be entitled to recover in such action, suit, or proceeding, the assessments which are delinquent at the time of judgment or decree, together with interest thereon at the highest legal rate of interest per annum from the date of delinquency (or such other annual rate of interest as may be set forth in the Bylaws, which rate shall be permitted by Mississippi law) and all costs incident to the collection in the action, suit, or proceeding, including, but not limited to, reasonable attorneys' fees, the expenses of enforcement, late fees, and court costs.

(iii) Notice of Lien. This Declaration creates a lien on each and every Lot within the Property in favor of the Association and for the benefit of all Members to secure payment to the Association of any and all assessments and other sums levied against any and all Members and their respective Lots, together with late payment fees, and all costs of collection therewith, including actual attorney's fees incurred. If such assessment is not paid when due, the Board may elect to record a notice of lien on behalf of the Association against the Lot of which such assessment is delinquent, said notice of lien to be recorded in the Clerk's Office. Such notice of lien shall be executed and acknowledged by the principal officer of the Association or any other officer of the Association authorized in writing by the Board or the Association's duly authorized managing agent, and shall contain substantially the following information:

1. The name of the Association;
2. The name of the delinquent Member(s) at the time of the recording of the notice of lien;
3. A brief legal description of the Lot owned by the delinquent Member and the street address of such Lot;
4. The total amount claimed to be due on the lien for the amount of the unpaid assessments currently due or past due, any late payment fees, costs of collection, and attorney's fees;
5. The date of issuance of the notice of lien;
6. The current address of the Association and the name and current address of the person to contact to arrange for payment or release of the lien;

Any such lien may be enforced by the Board of Directors in any manner provided by any applicable law of the State of Mississippi, as the same may be modified or amended.

(iv) Non-Judicial Foreclosure. The Association may non-judicially foreclose its lien as provided in this section and in accordance with Mississippi law, in the manner provided for mortgages and deeds of trust in Miss. Code § 89-1-55: for and in consideration of the privileges, protections, mutual enjoyment and use of the Common Area and the premises contained herein, the receipt and sufficiency of which is hereby acknowledged and to secure the payment of assessments levied by the Association as provided in Article VI of this Declaration, interest, and attorneys' fees, any and all other amounts which may be due the Association under any provision of this Declaration (such assessments, interest, attorney's fees, and the amounts due under this Declaration herein collectively being the "Assessments"), a lien is expressly

retained by the Association on every Lot and that Lot's interest in the Common Area. And now, for the purpose of securing the payment of the lien of the Assessments; rendering unnecessary court proceedings for the enforcement of the lien in the event of non-payment of the Assessments and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the Owners, for themselves, their heirs, successors, administrators, personal representatives, and assigns (herein "Trustors"), hereby transfer and convey unto Robin H. Rasmussen, Trustee, or the then duly-elected President of the Association, Trustees (each a "Trustee"), either of whom may act, their respective successors and assigns, their respective Lots upon the following uses and trusts:

Trustors agree to pay their *pro rata* share of Assessments, when due, and further agree to pay all taxes and Assessments levied against their Lots, and to pay them when due, and, upon demand of the Trustee or the lawful owner of the Assessments, to discharge, or remove any liens (except a Mortgage or Deed of Trust) which may be hereafter placed against Trustors' Lot and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the Lot in good repair and preservation, and in case the Trustee or his successors or the lawful owner of the Assessments is required to enforce, or defend the title to, or possession of, the Lot, or the lien of this instrument, or to prove the Assessments, all the costs and expenses of such proceedings, together with a reasonable attorneys' fee, shall be allowed, and paid by Trustors upon demand and, upon failure to do any of these things the Trustee, or the lawful owner of the Assessments, may do any or all of these things, and the amounts paid shall bear interest from the date of payment at the highest legal rate and shall become a part of the Assessments secured hereby. Now, if Trustors shall pay their Assessments when due, and pay any other sums when due, then this trust conveyance shall be of no further force or effect. But if the Assessments or any interest thereon are not paid when due, or if Trustors fail to reimburse the Trustee or lawful owner of the Assessments for all sums, with interest, so expensed by the Trustee or lawful owner of the Assessments within thirty (30) days from date of such payment, this trust conveyance shall remain in full force and effect, and the Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty-one (21) days' notice by three (3) publications in any newspaper, daily or weekly, published and of common circulation in DeSoto County, Mississippi, to sell the Lot, and any improvements thereto, on the steps of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory right of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Trustee may, at any time after default in the payment of the Assessments, enter and take possession of the Lot, and shall only account for the net rents actually received by him. A foreclosure sale may be adjourned by Trustee and may be reset at a later time and/or date by announcement at the time and place of the originally advertised sale and without any further publication. It is further agreed that, in the event the Trustee fails before selling the Lot to enter and take possession thereof, the purchaser shall be entitled to immediate possession upon the delivery to him by the Trustee of a deed for the Lot. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

- (1) To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; also, reasonable attorneys' fees which arise on account of the execution of this conveyance, or the enforcement of said lien and the expenses of any such litigation.
- (2) To the payment of all the Assessments herein secured, and any sums expensed in the protection of the Lot as herein authorized.
- (3) To the payment of all taxes and other recorded liens which may be unpaid on the Lot.
- (4) The residue, if any, will be paid to Trustors, their order, representatives, or assigns.

In case of the death, absence, resignation, inability or refusal to act of the Trustee, or for any

other reason, the Board of Directors of the Association is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Clerk's Office, and the title herein conveyed to the above-named Trustee shall be vested in said successor. The word Trustees when used herein shall apply to parties both singular and plural.

**Section 8.** Assessments Uniform. Any and all assessments must be fixed at a uniform rate for all Lots. It is the intent of this provision that assessments shall be uniform against any and all Lots upon which the levying of assessments has commenced.

**Section 9.** Special Assessments. In addition to the regular, annual assessments authorized by this Declaration, the Association may, from time to time, levy in any assessment year a special assessment or assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of an improvement for which the Association is specifically responsible, or for such other purposes as the Board may consider necessary, provided that such assessment is approved by the affirmative vote of Members holding two-thirds (2/3) of all Member votes at a duly-called special meeting. A special meeting of the Members shall be duly-called for this purpose, written notice of which shall be sent to all Members as provided in the Bylaws and which notice shall set forth the purpose of the special meeting.

**Section 10.** Alley Annual Assessment for Lots Having Access to Private Alleys. In addition to any annual or special assessment, the Board of Directors shall assess each and every Lot in Windstone which Lot has vehicular access by means of a private alley a separate Alley Annual Assessment (the "Alley Assessment") which shall be used for the maintenance, repair, and replacement of such private alleys. The Alley Assessment may be increased or decreased, annually, by the Board. The Board of Directors shall determine when the Alley Assessment shall be due, and the Alley Assessment shall be delinquent and collectable as provided herein.

## ARTICLE VII RESTRICTIVE COVENANTS

**Section 1.** Residential Use. Except as may otherwise be provided herein, all Lots within Windstone shall be known and described as residential lots except for the Common Area, which shall be for Common Area amenities.

**Section 2.** Architectural Standards.

- A. No structure shall be erected on any Lot other than one (1) single family residence and additional structures expressly permitted by this Declaration and the Rules and Regulations. No trailer, travel trailer, motor home, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be located on any Lot at any time.
- B. All single family residences shall have a minimum of a two (2) car enclosed, side- or rear-loading garage. No front entry garages shall be allowed.
- C. All single family residences shall have a minimum heated square footage of 1,800 square feet. The minimum heated square footage of the first floor of any 1½ or 2-story house shall be at least 1,200 square feet. These areas are exclusive of open porches, garages, basements, and bonus rooms above a garage.
- D. All main roof pitches are to be at least 6/12. Vent stacks shall be placed on the rear of the house.
- E. All exteriors shall consist of no less than three (3) brick façades. All exterior roof materials and colors, exterior paint colors, brick and mortar colors shall be selected only from those

- approved by the Architectural Control Committee, as defined herein. Flashing shall either be copper or painted to match the roof color or brick color.
- F. See the Plats for setbacks. In no case shall the setbacks violate existing City of Olive Branch Ordinances. No building, structure, fence, wall, hedge, vehicle, shrub, or other fauna which obstructs sightlines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting them to a point twenty-five feet (25') from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sightline limitations shall apply within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No hedge shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines. For the purpose of this section, eaves and steps shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach on or over another Lot.
  - G. All driveways shall be constructed with pea-gravel concrete with gravel exposed on the driveway surface.
  - H. All houses shall be constructed to qualify for the ATMOS and/or Gasmark Program. No individual water supply system of any type (such as a well) shall be permitted on any site unless approved in writing in accordance with this Declaration.
  - I. Unless specifically approved by the Architectural Control Committee, no fence of any kind shall be placed or constructed nearer to the front property line of any Lot than the building setback line or the front corner of the residence, whichever is farther from the nearest public right-of-way. The Architectural Control Committee may permit certain decorative fencing to be so constructed if it, in its sole and absolute discretion, determines that such fencing would not detract from or obstruct the front setback view and appearance of the Lot. Fencing for all Lots accessed by alleys shall not be any closer to the rear Lot line than ten feet (10'), and no fence constructed on Lots adjoining alley entrance roads shall be located any closer than six feet (6') from such alley. Any fencing visible from the front yard of a Lot shall require brick columns at all corners. In the case of corner Lots, fence sections visible from either or both front yards shall require brick columns at all corners. All fencing shall be six foot (6') tall cedar shadow-box style fence type. All fencing must be approved by the Architectural Control Committee prior to the commencement of the fence's construction. Any fence erected or constructed in violation of this section shall be required to be removed or updated at the cost of the Lot Owner as more particularly provided herein.
  - J. No window air-conditioning or heating units shall be installed in any dwelling and all exterior hearing and/or air-conditioning compressors or other machinery shall be located to the rear of the residence or on the side of the residence (provided it is totally screened from view from any public right-of-way in a manner acceptable to the Architectural Control Committee). Under no circumstances shall any air conditioning equipment be located at the front of the residence. No vents of any kind shall be located on the front of the improvements constructed on the Lot.
  - K. No mailbox, paper box, or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar materials shall be erected or located on any Lot unless and until the size, location, design, and type of material for said box or receptacle shall have been approved by the Architectural Control Committee. Mailboxes shall be approved by the Architectural Control Committee and installed by the Lot Owner at driveways or at rear service drives and be uniform through Windstone.
  - L. Each Lot Owner will install during the construction of his house, one (1) gas or electric post lantern in the front lawn of the Lot and one light over the garage door (located 12" to 18" above the garage door) which will operate automatically from an electric/solar eye/photocell. The specific location of the post will be designated by the Architectural Control Committee during

- the review phase as provided herein. The specifications for post and lights will be uniform throughout Windstone as approved by the Architectural Control Committee. Front light posts are to be provided by ATMOS, or any successor (collectively "ATMOS") and are to be installed on every Lot at the appropriate distance from the curb. No lighting of a pool, patio, or other recreation area will be installed without the approval of the Architectural Control Committee. No exterior light will be installed or maintained on any Lot where such light is found to be objectionable by the Architectural Control Committee. If any exterior light is considered objectionable, the Owner of the Lot on which such light is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable.
- M. No foundation vents shall be visible from the street. The finished floor elevation shall be set at a minimum of twelve inches (12") above the highest existing grade, after the Lot has been prepared.
  - N. All single family residences constructed on a Lot must be substantially complete within eighteen (18) months from the date of commencement.
  - O. For the purposes of this Declaration, the "rear yard of a Lot" shall mean that portion of a lot which lies behind the planar extensions of the last rear wall (i.e., opposite of the public right-of-way, or in the event the Lot is a corner Lot, opposite of the public right-of-way upon which the main entrance to the residence is located) of the improvements constructed on the Lot.

**Section 3. Prohibited Uses and Nuisances.** In order to provide for a congenial occupation of the homes within Windstone and to provide for the protection of the values of the entire development, the use of the residences shall be in accordance with the following provisions:

(a) Windstone is hereby restricted to residential dwellings for residential use. All new buildings or structures erected upon Windstone shall be of new construction, and no buildings or structures shall be moved from other locations onto Windstone and no subsequent buildings or structures, other than single family houses shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any portion of Windstone at any time as a residence, either temporarily or permanently. This provision shall not prohibit builders from placing temporary construction or sales trailers on Lots during the construction of improvements thereon or the sale of such Lot.

(b) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of the Property except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. All pets shall be confined within homes or fenced areas or restrained by leash at all times. Each Owner shall prevent its pet(s) from soiling walks, paths, and all portions of the Common Area and, if so soiled, shall immediately clean and properly dispose of such waste. For the purposes of this Declaration, "household pets" shall include such traditional animals, such as dogs, cats, birds, and fish. No wildlife or domestic variations of farm animals shall be kept in or on the Property. Notwithstanding any of the foregoing, however, neither this Article VII, Section 3(b), any other provision of this Declaration, nor any rule or regulation of the Association shall be enforced, adopted or amended so as to prohibit or unlawfully restrict any right of the Owner or occupant of a Lot to keep and use a seeing eye dog or other assistive or service animal for purposes provided for in any local, state or federal law, statute or ordinance protecting the applicable person's right to do so.

(c) Advertising signs for the purpose of the sale of a single family residence as approved by appropriate governmental authorities are allowed and should be placed between the sidewalk and street. No "for rent" signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain in Windstone nor shall Windstone be used in any way or for any purposes which may endanger the health or unreasonably disturb the owner of any Lot or any resident thereof. The foregoing notwithstanding, signs placed by the Association, such as "Yard of the Month" signs or other signs approved by the Board



are permitted. No recurring business activity of any kind whatsoever shall be conducted on any Lot (for the purposes of this Declaration, "recurring business activity" does not prohibit telecommuting, but does prohibit increased business traffic to and from the Lot as determined by the Board in its sole and reasonable discretion). Nothing in this provision or this Declaration shall be deemed to prohibit a builder from placing "for sale" signs on any Lot owned by such builder or larger directional and marketing signs in Windstone for the purpose of selling and marketing homes.

(d) All equipment (excluding any and all equipment that is permanently affixed to the improvements on the Lot), garbage cans, service yards, woodpiles, or storage piles shall be kept screened by 6' shadow-box Cedar wood fencing so as to conceal them from view of the drives and street. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Wheeled garbage buggies, garbage cans, or other refuse shall not be placed at or near any street earlier than the evening prior to garbage collection and said buggies shall be timely removed on the day of collection.

(e) Radio, television transmission receiving towers and/or antennae are not acceptable and will not be approved or allowed. Without prior written approval and the authorization of the ACC, as such term is defined herein in Article IX no exterior satellite dish shall be placed, allowed, or maintained upon any portion of the improvements located upon a Lot in Windstone nor upon any structure situated upon a Lot in Windstone. In the event such approval is granted, the size and location must be approved by the ACC. This section is intended to comply with existing OTARD (Over the Air Reception Device) regulations as such may be amended from time to time. Anything in this Declaration to the contrary notwithstanding, a Lot Owner may install or have installed one (1) satellite dish, of less than one (1) meter in diameter, on the improvements on his or her Lot without any authorization or approval from the ACC provided such satellite dish is installed on the rear of such improvements and is otherwise not readily visible from public right-of-way to the front of such improvements. The placement, erection, and construction of radio receiving and/or transmission towers, feedlines, supporting structures, and similar such antennae (each an "Antenna") shall be prohibited at WindStone unless otherwise permissible under with the provisions of the Federal Amateur Radio Act, as such may be amended, interpreted by courts, and regulated by federal agencies. Any permitted Antenna shall follow generally accepted engineering standards, shall be grounded, and shall comply with the provisions of Article IX of the Declaration regarding architectural approval.

(f) No recreational vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, motorcycles, or similar type items shall be kept on any portion of Windstone or any Lot unless within the enclosed garage or behind a fence in the rear yard of a Lot. It is strictly prohibited to store or park junk or inoperable automobiles on or about any of said Lots. All motorized vehicles parked at Windstone must be licensed and in operating condition. It is intended that all vehicles be parked on Lots either within a garage or on a driveway so that the public roads can be preserved primarily for vehicular traffic. No motorized vehicles are permitted in the Common Area. No vehicle is permitted to park on any private alley in Windstone except as provided herein or as permitted by any rules and regulations of the Association. The Association may prescribe reasonable rules and regulations regarding the parking of vehicles on the private alleys in Windstone.

(g) Grass, weeds, vegetation, and debris on each Lot shall be kept mowed and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris, and plants which die shall be promptly removed from such Lots. The Association, at its option and its discretion, may mow and have dead trees and debris removed from such Lots and the Owner of such Lot shall be obligated to reimburse the Association, as appropriate, for the cost of such work should such Owner refuse or neglect to comply with the terms of this paragraph.

(h) No obnoxious or offensive trade or activity shall be carried on upon any Lot in Windstone nor shall anything be done thereon which may be or become an annoyance or nuisance to other Lot Owners within Windstone. No sound shall be emitted on any part of a Lot in Windstone which is unreasonably loud or annoying. No odor shall be emitted on any part of the property which is noxious or offensive to others. For the purposes of this Declaration, construction work shall not be deemed a nuisance. No use of any lot may prohibit any applicable governmental code or ordinance, as such may be amended from time to time. All construction activity and noise must be within typical scope, as not to interfere with Lot Owners. Any construction work on Sundays must be approved in writing by the ACC.

(i) No building material of any kind or character shall be placed or stored upon any of the said Lots until the Owner is ready to commence improvements.

(j) No basketball standards, backboards, goals other fixed sports apparatus shall be permitted to be affixed to the front of any houses. Any and all basketball goals and playground equipment shall be located in the rear yard of the Lot and maintained. The placement of permanent basketball goals must be approved by the ACC to ensure that no adjacent Lot Owners are adversely impacted. No portable basketball goals shall be placed or stored in any public or private streets. Any vegetable gardening shall be done in the rear yard of a Lot.

(k) No wire or chain link fences shall be permitted (except as may be installed by the Developer and maintained by the Association around any common area) and no fencing of any type shall extend beyond the building lines of the front yards or side yards of corner lots. All fencing must have written approval from the ACC and be permitted by the appropriate governmental authority. No fences, hedges, pillars, or exterior walls shall be erected or maintained in Windstone except such as are installed in accordance with the initial construction of the dwellings located thereon or as approved by the Board of Directors or their designated representatives. The ACC may promulgate rules and regulations regarding the construction of fences.

(l) All buildings constructed on a Lot shall be no closer to the side property lines or set back lines of the Lot than is permitted by the appropriate governmental authority.

(m) Clothes lines, temporarily installed basketball goals in the street, and excessive outdoor lighting are prohibited. Solar panels must be approved in advance by the ACC.

(n) There shall be no violation of any Rules and Regulations adopted by the Board of Directors and promulgated amongst the Members in writing.

(o) The Board of Directors of the Association may develop and maintain from time to time a written set of Rules and Regulations governing the day to day use of the Common Area by the Owners thereof. Such Rules and Regulations may be amended by a majority vote of the Board of Directors; however, such Rules and Regulations shall not unreasonably restrict an Owner's use of the Lots governed hereby. The Rules and Regulations shall be provided in writing to all Lot Owners.

(p) Any and all covenants included on the Plats are hereby incorporated herein and are enforceable by the Association by and through its Board of Directors.

(q) No above ground swimming pools shall be allowed in Windstone. The construction of any in ground swimming pool shall be subject to the provisions of Article IX of this Declaration.

(r) Stone, gravel, and artificial turf yards are strictly prohibited within Windstone.

(s) All railings at dwelling porches and/or balconies shall be constructed of wood unless otherwise approved by the Architectural Control Committee. Railing construction shall consist of horizontal top and bottom rails of minimum 2x2 vertical pickets or 2x2 vertical spindles. Railing height, design, and picket spacing shall meet all applicable codes. Any railing deviating from this standard or original drawings must be approved prior to construction. Any railing erected in violation of this section shall be required to be removed or corrected at the expense of the Lot Owner.

(t) Solid block sod zoysia, Centipede, or hybrid Bermuda is required in all front yards. All Lots shall be fully sodded. Landscaping, including shrubs and trees, shall be approved by the Architectural Control Committee as provided herein. All landscaping and yards visible from the street must be properly maintained, mowed regularly, in compliance with all City of Olive Branch ordinances, and free from weeds.

(u) All walks and drives, with the exception of city sidewalks, must be washed concrete with exposed pea rock. All Lots shall have a concrete pad for trashcans that is enclosed behind a six foot (6') shadow-box Cedar wood fence, unless otherwise approved by the ACC. Garbage cans must be stored in this area.

(v) Contractors are required to keep their job sites as neat and clean as possible. Trash and discarded materials will be removed daily. All trash stockpiled for removal shall be located on the street side of the Lot until removed. There will be no stockpiling or dumping on adjacent Lots or on streets. Trash not removed may be removed by the Architectural Control Committee and will be billed to the Lot Owner. All personnel working in Windstone are to insure that they will keep all areas in which they work or travel free of discarded materials such as lunch bags and odd materials. Objects should not be thrown out of cars and trucks. Stock piling of any materials on adjacent Lots or Common Areas is forbidden. Lots shall not be used as a dumping ground for rubbish. The cost of removal shall be the responsibility of the Lot Owner.

(w) No building material of any kind or character shall be placed upon any Lot except in connection with construction approved by the Architectural Control Committee. As soon as building materials are properly placed on any Lot, construction shall be promptly commenced and diligently prosecuted, including approved driveways and landscaping. Mud in streets from construction vehicles shall be removed before each day's end. Materials are not permitted to accumulate on any Lot for a period exceeding ninety (90) days from the first delivery. Stockpiling of any material on adjacent Lots is not allowed. No building materials or equipment of any kind may be placed or stored on any Lot except in the actual course of construction of a residence.

(x) Contractors will only use the utilities provided to the immediate Lot upon which they are working.

(z) Concrete trucks may be washed out on the site where they have just poured the slab only. Concrete trucks may not be washed out on adjacent Lots (whether vacant or not), on any street, sidewalk, or any developed property. The builder is to designate a washout area on the Lot where the pour is taking place and notify the concrete truck driver as to where it is.

#### **ARTICLE VIII** **INSURANCE**

The Association and each Lot Owner agree that **(i)** the insurance on the improvements on the Lots, including interior portions thereof, is the responsibility of the respective Lot Owners, and **(ii)** the Common Area shall be insured against risks as determined by the Association, including fire and extended coverage, in the amount of full insurable value. Public liability insurance shall also be maintained on the Common Area and shall be a common expense. Said insurance will be maintained by the Association for the use and benefit of

the Lot Owners and absolute liability shall not be imposed on Lot Owners for damage on the Common Area. The premiums for any coverage regarding individual Lots and improvements thereon shall be an expense of individual Lot Owners. If it can be obtained, the Association shall maintain directors' and officers' liability coverage insurance. In addition to the insurance on the Common Area, the Association may maintain such general liability, errors and omissions, directors and officers, and other such insurance as the Board of Directors may see fit from time to time.

## **ARTICLE IX** **ARCHITECTURAL CONTROL**

**Section 1.** Architectural Control Committee (ACC). An Architectural Control Committee (the "ACC") is hereby established. The Board of Directors of the Association shall appoint the ACC, which shall be composed of a minimum of three (3) individual Lot Owners. Director(s) may also serve on the ACC. The affirmative vote of a majority of the membership of the ACC shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein. The Board, in its sole discretion, may override any decision of the ACC.

**Section 2.** Approvals Necessary, Rules of Committee and Remedies for Violations. No structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots within Windstone, nor shall any existing structure, fence or barrier upon any Lots be altered in any way which changes the exterior appearance (which includes but is not limited to changes in paint color and re-roofing) thereof, nor shall there be any additions, attachments, or deletions to improvements, nor shall there be any changes in landscaping, without the written consent of the ACC; nor shall any new use be commenced on any Lot unless plans and specifications (including a description of any proposed new use) shall have been submitted to and approved in writing by the ACC. Such plans and specifications (the "Plans") shall be in such form and shall contain such information as may be required by the ACC, but in any event shall include:

- A site plan of the Lot showing the nature, exterior, color scheme, kind, shape, height, materials, and location with respect to said Lot (including proposed front, rear and side setback) of all structures, fences or barriers, and location of all parking spaces and driveways on the Lot; and
- The ACC may require landscape and grading plans of the particular Lot.

The ACC may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots including, without limitation, the exterior lighting and planting and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the ACC at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the ACC to approve or disapprove any feature or matter subject to approval or to waive the exercise of the ACC's discretion as to any such matter, but no changes of policy shall affect the finality of any Lot or any plans or specifications previously submitted to and approved by the ACC but such approval shall not be deemed a waiver by the ACC in its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot. Approval of any such plans or specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be evoked or rescinded thereafter provided that the plans and specifications as approved and any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, or barriers on the uses of the Lot in question. For the purposes of this Declaration, "landscaping" and the authority of the Association or the ACC to review and/or approve landscaping shall

be limited to the planting of trees, removal of live trees, the landscaping or re-landscaping of the majority of an existing front yard as determined by the ACC, installation of irrigation systems, and the sodding or re-sodding of yards. The replacement (with substantially the same plantings) or removal of the remains of dead or damaged trees or vegetation does not require the consent or approval of the ACC.

In the event the ACC fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

If any structure, fence, or barrier shall be altered, erected, placed or maintained (including exterior maintenance) upon any Lot or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the ACC as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and upon written notice from the ACC any such structure, fence or barrier so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation.

If thirty (30) days after the notice of such violation, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the costs thereof, including attorney's fees and the expenses of enforcement, shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such with the Clerk's Office.

Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof, issue a letter of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed and stating that the Plans, location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such letter shall be at the expense of the Owner or Owners of such Lot. Any letter of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or persons encumbering said property, in good faith and for value, or as to any title insurer, such letter shall be conclusive evidence that all structures and the use or uses described therein comply with all the requirements of the restrictions and all other requirements as to which the ACC exercise any discretionary or interpretive powers.

The ACC may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted.

Any agent of the ACC may, at reasonable times, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structure thereon are in compliance with the provisions of these restrictions, and no such person shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. This provision shall be limited and construed as to apply only to those Lots which have applied for approval from the ACC or made alterations to their respective Lot, as provided in this Article, without the approval from the ACC. The ACC must have a reasonable belief that a Lot Owner has violated the provisions of this Article to exercise any inspection rights conferred hereunder.

The Association or any Owner of any Lot contained within Windstone shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and

easements herein or hereinafter contained or otherwise contained in any deed to any Lot in the Subdivision. Failure by any owner to enforce any such proceeding shall in no event be deemed a waiver of the right to do so thereafter.

Should a request from the ACC come from an ACC member, the other members of the ACC shall select a disinterested Lot owner to take the place of the ACC member making the request.

**Section 3.** Architectural Control Committee's Duty. The primary duty of the ACC shall be to examine and approve or disapprove all plans, including site plans, for construction of improvements on Lots within Windstone in accordance with the provisions of this Declaration.

**Section 4.** Exculpatory Provision. Neither the ACC, the Association, nor any agent thereof, shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provision, nor for any structural or other defects in any work done according to such Plans and specifications.

## **ARTICLE X** **LEASING PROHIBITION**

(i) Notwithstanding anything to the contrary herein stated, any person (including any individual or business entity permitted by Mississippi law to hold title to real estate) who becomes an Owner of a Lot at Windstone after the date of recordation of this Declaration is prohibited from leasing, or entering into a lease-purchase or similar contract for, that Lot or any portion thereof. It shall be a violation of this Article subject to written waiver by the Board of Directors, in their sole and absolute discretion, if an Owner, or if more than one Owner, at least one of the Owners (including an Owner who may own less than 100% of the ownership interest in any Lot) shall not occupy the Lot on a permanent basis. It shall also be a violation of this Article, subject to written waiver of the Board of Directors in their sole and absolute discretion, if any person lives in any Lot without paying any rental or lease payment unless an Owner also occupies such Lot. For purposes of the preceding sentence, it shall not be a violation of this Article if, while an Owner is temporarily absent from the Lot, a person who is not an Owner of that Lot temporarily resides in such Lot. A person who "temporarily resides" on the Lot without violating this Article is meant to include persons commonly known as house sitters or other persons who stay in the Lot while the Owner is absent for the purpose of providing security, or caring for pets, or the like which belong to the Owner, and remain in the Lot while the Owner is absent. Such "Temporary Residence" by a person not an Owner shall not exceed a total of eight weeks in any one calendar year.

(ii) Notwithstanding the foregoing, in the event that an Owner, due to medical or health reasons, or for any other good cause, desires to lease a Lot or any part thereof, or if an Owner wishes to extend any period of Temporary Residence as described in the preceding paragraph for a period longer than eight weeks, then such Owner shall make application to the Board of Directors which may, by a majority vote, grant to such Owner an exception to the prohibition against leasing set forth in this Article upon such conditions and under such circumstances as the Board of Directors, in its sole and absolute discretion, may deem proper or necessary. The Board shall provide written approval or disapproval to any Owner who makes application for an exception to the prohibition against leasing under this Article.

(iii) It is the express intent of this Article that the prohibition against leasing shall apply only to persons who obtain title to their Lot subsequent to the date of recordation of this Declaration.

(iv) Further, the prohibition contained herein shall not apply to holders of a mortgage or deed of trust who obtain title to a Lot pursuant to foreclosure of such mortgage or deed of trust, as a result of a judicial sale, or any proceeding in lieu of foreclosure. The prohibition against leasing herein contained

shall also not apply to: a) individual persons who acquire title to a Lot by devise, inheritance, or operation of law from an Owner who is an Owner on the date of recordation of this Declaration in the Clerk's Office; b) to any person who is an Owner on the date of recordation of this Declaration and who conveys their Lot to a living trust the beneficiaries of which are the Owners or their spouse, child, parent or sibling; or c) to any spouse, child, parent, or sibling of an Owner who acquires title by *inter vivos* conveyance from an Owner who is an Owner on the date of recordation of this Declaration. In the event of any inconsistencies or contradictory language between this Article and any other provisions of this Declaration, then the provisions of this Article shall control.

(v) If a Lot is owned by a limited liability entity (the "Limited Liability Entity") including, but not limited to, a corporation, whether for profit or not for profit; a limited liability company; limited liability partnership; professional corporation; or professional limited liability company, it shall be a violation of this Article, subject to written waiver by the Board of Directors, if the Lot is not occupied on a permanent basis by one of the following: an officer, director, shareholder, member, or partner of such Limited Liability Entity.

(vi) The foregoing notwithstanding, all Lot Owners, including those who took title prior to the recordation of this Declaration, are prohibited from leasing all or any portion of their Lot for any period of less than thirty (30) days (the "Temporary Leasing Prohibition"). It is the intent of this paragraph to prohibit transient or short term rentals under arrangements such as a home exchange or time share, and also under such programs commonly known as "vacation rental by owner" (VRBO), Airbnb, and the like. Notwithstanding the provisions of this Article X(vi), any Lot Owner may apply for a waiver under Article X(ii) to the Temporary Leasing Prohibition of this Article X(vi).

(vi) In the event of any violation of this Article by an Owner, the Association shall be entitled to any remedy available at law or in equity from such Owner including, but not limited to, damages and injunctive relief together with any attorney's fees incurred by the Association and all costs and expenses of whatever type, kind or nature expended by the Association to enforce any of the provisions of this Article, whether such enforcement is by way of non-judicial or judicial action.

## ARTICLE XI AMENDMENTS

**Section 1.** Amendments. Amendments to this Declaration may be effected as follows:

**Section 2.** By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either (i) by a majority of the Board of Directors of the Association or (ii) by not less than thirty-five percent (35%) of the Members of the Association. Except as elsewhere provided, approvals of proposed amendments must be by the affirmative vote of Lot Owners holding two-thirds (2/3) of all Owner votes. Records of all votes authorizing an amendment to this Declaration shall be kept with the minutes of the Association.

**Section 3.** Execution and Recording. In order to be effective an amendment must be (i) executed by the President and Secretary of the Association, with evidence authorizing such execution placed with the minutes of the Association and (ii) recorded in the Clerk's Office.

**Section 4.** Approval of the City of Olive Branch. Anything in this Declaration to the contrary notwithstanding, any amendment to this Declaration that shall have the effect of making the covenants contained in Articles VII and IX less restrictive shall be approved by the City of Olive Branch, Mississippi, which approval may be evidenced by a letter executed by an appropriate municipal officer.

**ARTICLE XII**  
**MISCELLANEOUS**

**Section 1.** Choice of Law. This Declaration has been executed in the State of Mississippi, and shall be construed, performed and enforced in accordance with the laws of the State of Mississippi.

**Section 2.** Severability. In the event any provision of this Declaration shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this Declaration shall nonetheless remain in full force and effect so long as the substantial benefits of the parties to be derived from this Declaration and the performance hereof are not adversely affected by the elimination of such provision(s).

**Section 3.** Entire Agreement. This Declaration constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, writings, and agreements.

**Section 4.** Binding Effect. The terms of this Declaration and the respective covenants, provisions, terms, conditions, and agreements herein contained shall be binding upon the parties hereto, their heirs, devisees, successors, and assigns.

**Section 5.** Term. The covenants, conditions, and restrictions of this Declaration shall run with and bind Windstone for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated at any point during their term or any extension thereof by a written document executed and acknowledged by eighty percent (80%) of all the Members.

**Section 6.** Enforcement. The Association shall have the right to enforce the covenants and restrictions contained in this Declaration or applicable to Windstone by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement, including court costs, expenses, and attorney's fees, by the Association or Member shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

**Section 7.** Cost and Attorney's Fees. In any proceeding arising because of an alleged failure of a Member to comply with the requirements of the Act, this Declaration, the charter, the Bylaws, or the Rules and Regulations adopted pursuant to this Declaration, as the same may be amended from time to time, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

**Section 8.** No Waiver of Rights. The failure of the Association or any Member to enforce any covenant, restriction, or other provision of this Declaration, the Articles, or the rules and regulations adopted pursuant to this Declaration, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.



**Section 9.** Contract for Property Management. The Association may retain the services of a professional management company.

**Section 10.** Conflict with the CCRs. In the event this Declaration conflicts with the CCRs in any way, this Declaration shall control, it being the express intent of the Association and the Lot Owners that this Declaration should merge, amend, supersede, replace, and restate the CCRs in their entirety.

**Section 11.** Recitals. The Association and the Lot Owners, who have approved this Declaration as evidenced by these signatures attached hereto and made a part hereof as **EXHIBIT "C"**, expressly acknowledge and agree that the foregoing recitals are true and accurate.

**Section 12.** Approval of the City of Olive Branch. The City of Olive Branch expressly approves this Declaration as evidenced by the attachment attached hereto and made a part hereof as **EXHIBIT "D"**.

[THE FOLLOWING PAGES ARE THE SIGNATURE PAGES]

IN WITNESS WHEREOF, the Association has executed this Declaration the day and year first above written.

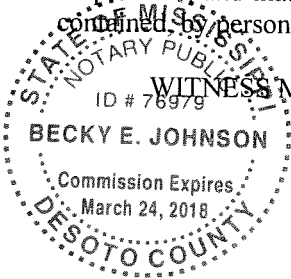
THE ASSOCIATION:

WINDSTONE HOMEOWNERS ASSOCIATION, INC.,  
a Mississippi non-profit corporation

By: Bonnie T. Borne  
Name: Bonnie T. Borne  
Title: President

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Before me, the undersigned, of the state and county mentioned, personally appeared Bonnie T. Borne, President of Windstone Homeowners Association, Inc., a Mississippi non-profit corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of Windstone Homeowners Association, Inc., a Mississippi non-profit corporation, the within named bargainor, a corporation, and that she/he as such President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its President.



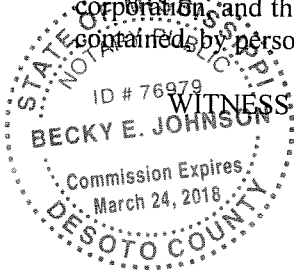
WITNESS MY HAND AND OFFICIAL SEAL at office, this 11<sup>th</sup> day of October, 2017.

Becky E. Johnson  
NOTARY PUBLIC  
My Commission Expires: 3/24/18

By: Ricky D. Tucker  
Name: RICKY D. TUCKER  
Title: Secretary

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Before me, the undersigned, of the state and county mentioned, personally appeared Ricky D. Tucker, Secretary of Windstone Homeowners Association, Inc., a Mississippi non-profit corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Secretary of Windstone Homeowners Association, Inc., a Mississippi non-profit corporation, the within named bargainor, a corporation, and that she/he as such Secretary, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its Secretary.



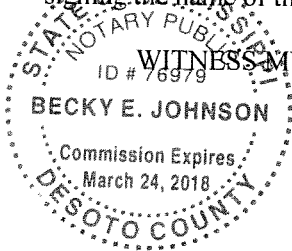
WITNESS MY HAND AND OFFICIAL SEAL at office, this 11<sup>th</sup> day of October, 2017.

Becky E. Johnson  
NOTARY PUBLIC  
My Commission Expires: 3/24/18

By: Kathy Clark  
Name: Kathy Clark  
Title: Director

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Before me, the undersigned, of the state and county mentioned, personally appeared Kathy Clark, Director of Windstone Homeowners Association, Inc., a Mississippi non-profit corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be a Director of Windstone Homeowners Association, Inc., a Mississippi non-profit corporation, the within named bargainor, a corporation, and that she/he as such Director, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its Director.



WITNESS MY HAND AND OFFICIAL SEAL at office, this 1<sup>st</sup> day of October, 2017.

Becky Johnson  
NOTARY PUBLIC  
My Commission Expires: 3/24/18

By: Patty Weaver  
Name: Patty Weaver  
Title: Director

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Before me, the undersigned, of the state and county mentioned, personally appeared Patty Weaver, Director of Windstone Homeowners Association, Inc., a Mississippi non-profit corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be a Director of Windstone Homeowners Association, Inc., a Mississippi non-profit corporation, the within named bargainor, a corporation, and that she/he as such Director, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its Director.



WITNESS MY HAND AND OFFICIAL SEAL at office, this 1<sup>st</sup> day of October, 2017.

Becky Johnson  
NOTARY PUBLIC  
My Commission Expires: 3/24/18

By: Judy V. Shaw  
Name: JUDY V. SHAW  
Title: Director

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Before me, the undersigned, of the state and county mentioned, personally appeared Judy V. Shaw, Director of Windstone Homeowners Association, Inc., a Mississippi non-profit corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be a Director of Windstone Homeowners Association, Inc., a Mississippi non-profit corporation, the within named bargainor, a corporation, and that she/he as such Director, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its Director.



WITNESS MY HAND AND OFFICIAL SEAL at office, this 14<sup>th</sup> day of October, 2017.

Becky Johnson  
NOTARY PUBLIC  
My Commission Expires: 3/24/18

By: [Signature]  
Name: Scot Stevens  
Title: Director

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Before me, the undersigned, of the state and county mentioned, personally appeared Scot Stevens, Director of Windstone Homeowners Association, Inc., a Mississippi non-profit corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be a Director of Windstone Homeowners Association, Inc., a Mississippi non-profit corporation, the within named bargainor, a corporation, and that she/he as such Director, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its Director.



WITNESS MY HAND AND OFFICIAL SEAL at office, this 14<sup>th</sup> day of October, 2017.

Becky Johnson  
NOTARY PUBLIC  
My Commission Expires: 3/24/18

By: [Signature]  
Name: WILLIAM N. CROWSON JR  
Title: Director

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Before me, the undersigned, of the state and county mentioned, personally appeared William N. Crowson Jr, Director of Windstone Homeowners Association, Inc., a Mississippi non-profit corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be a Director of Windstone Homeowners Association, Inc., a Mississippi non-profit corporation, the within named bargainor, a corporation, and that she/he as such Director, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its Director.

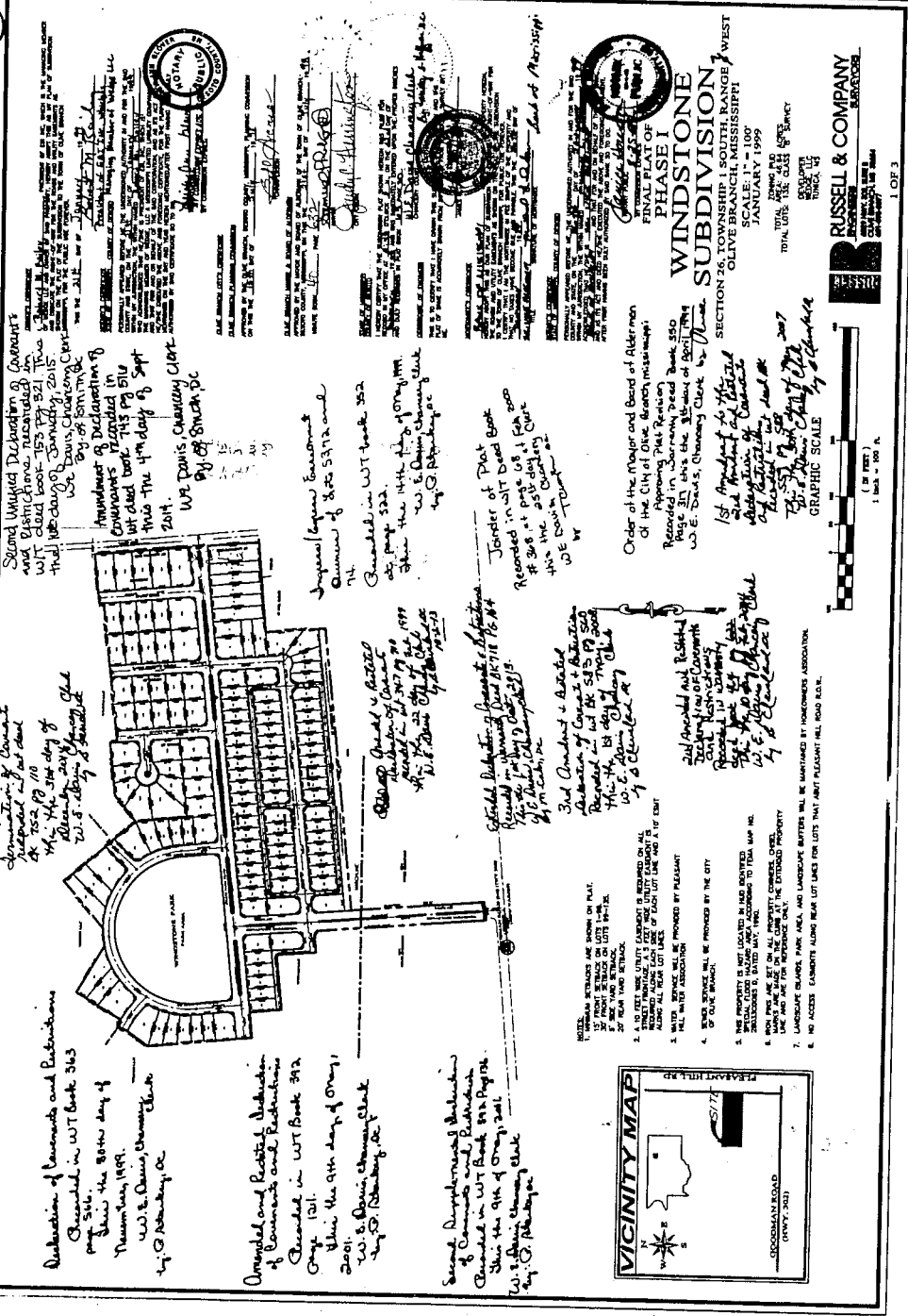
WITNESS MY HAND AND OFFICIAL SEAL at office, this 1<sup>th</sup> day of October 2017.



[Signature]  
NOTARY PUBLIC  
My Commission Expires: 3/24/18

**EXHIBIT "A"**  
**THE PLATS DEPICTING AND SHOWING THE PROPERTY**

30



Second Amended Declaration of Covenants and Restrictions, recorded in WT Book 153 pg 821. This is the 14th day of January, 2015. By: W. Davis, Chairman, Clerk: W. Davis, Secretary, etc.

Amendment of Declaration of Covenants and Restrictions recorded in WT Book 143 pg 510. This is the 14th day of Sept 2011. W.P. Davis, Chairman, Clerk: W.P. Davis, Secretary, etc.

Original and Revised Declaration of Covenants and Restrictions recorded in WT Book 343. This is the 8th day of May, 1999. W.P. Davis, Chairman, Clerk: W.P. Davis, Secretary, etc.

Original and Revised Declaration of Covenants and Restrictions recorded in WT Book 343. This is the 9th day of May, 1999. W.P. Davis, Chairman, Clerk: W.P. Davis, Secretary, etc.

Original and Revised Declaration of Covenants and Restrictions recorded in WT Book 343. This is the 9th day of May, 1999. W.P. Davis, Chairman, Clerk: W.P. Davis, Secretary, etc.

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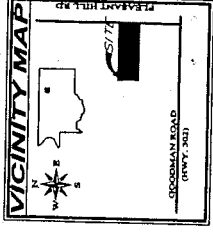
Amendment of Declaration of Covenants and Restrictions recorded in WT Book 343. This is the 8th day of May, 1999. W.P. Davis, Chairman, Clerk: W.P. Davis, Secretary, etc.

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Amendment of Declaration of Covenants and Restrictions recorded in WT Book 343. This is the 8th day of May, 1999. W.P. Davis, Chairman, Clerk: W.P. Davis, Secretary, etc.



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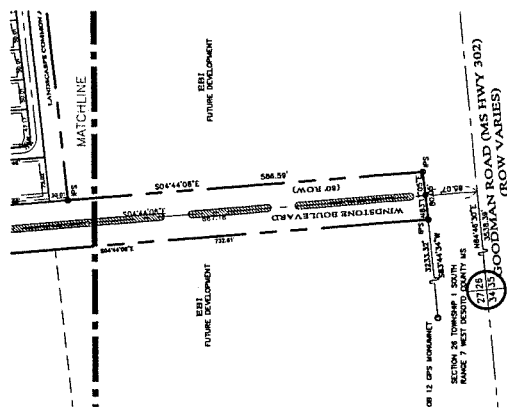
**WINDSTONE SUBDIVISION**  
 PHASE I  
 SECTION 26, TOWNSHIP 1 SOUTH, RANGE 1 WEST  
 OLIVE BRANCH, MISSISSIPPI  
 SCALE: 1" = 100'  
 JANUARY 1999



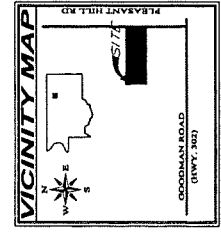




33



LOT AREA (SQ FT)	LOT AREA (SQ FT)	LOT AREA (SQ FT)
1 10,828	21 6,002	31 6,002
2 10,828	22 6,002	32 6,002
3 10,828	23 6,002	33 6,002
4 10,828	24 6,002	34 6,002
5 11,721	25 6,002	35 6,002
6 8,490	26 6,002	36 6,002
7 8,490	27 6,002	37 6,002
8 8,490	28 6,002	38 6,002
9 8,490	29 6,002	39 6,002
10 8,490	30 6,002	40 6,002
11 12,309	31 6,002	41 6,002
12 10,160	32 6,002	42 6,002
13 10,160	33 6,002	43 6,002
14 10,160	34 6,002	44 6,002
15 10,160	35 6,002	45 6,002
16 10,160	36 6,002	46 6,002
17 10,160	37 6,002	47 6,002
18 10,160	38 6,002	48 6,002
19 10,160	39 6,002	49 6,002
20 10,160	40 6,002	50 6,002



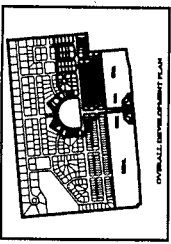
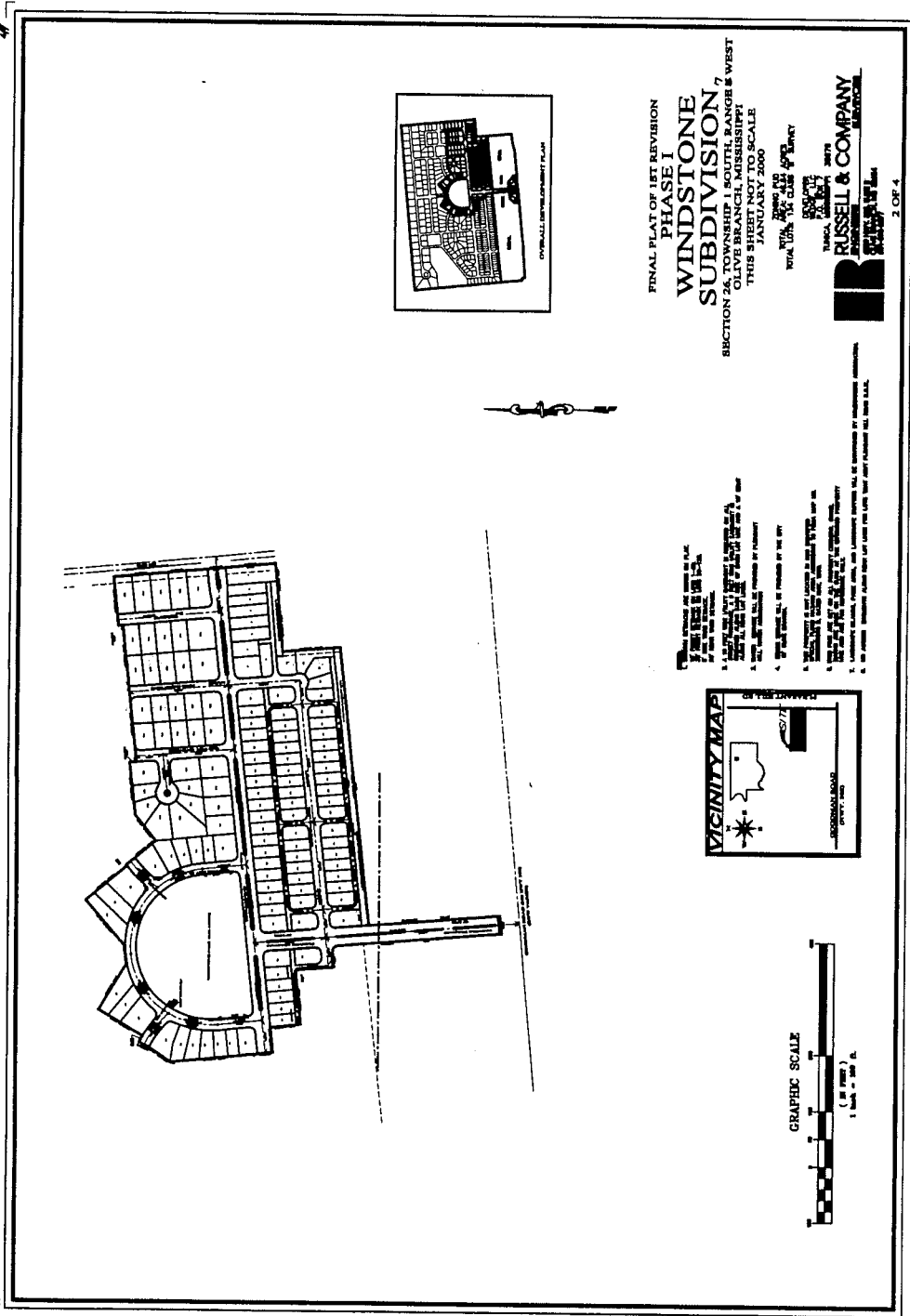
1. METRIC DIMENSIONS ARE SHOWN ON PLAN.
2. THIS PROPERTY IS NOT LOCATED IN A HOA OR OTHER DEVELOPMENT.
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8. THIS PROPERTY IS NOT LOCATED IN A HOA OR OTHER DEVELOPMENT.

FINAL PLAN OF  
**PHASE I  
 WINDSTONE  
 SUBDIVISION**  
 SECTION 26 TOWNSHIP 1 SOUTH 10 WEST  
 RANGE 7 WEST DEERFIELD COUNTY MISSOURI  
 SCALE: 1" = 100'  
 JANUARY 1999

**RUSSELL & COMPANY**  
 ENGINEERS  
 SURVEYORS



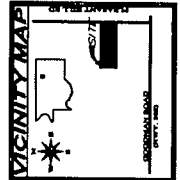


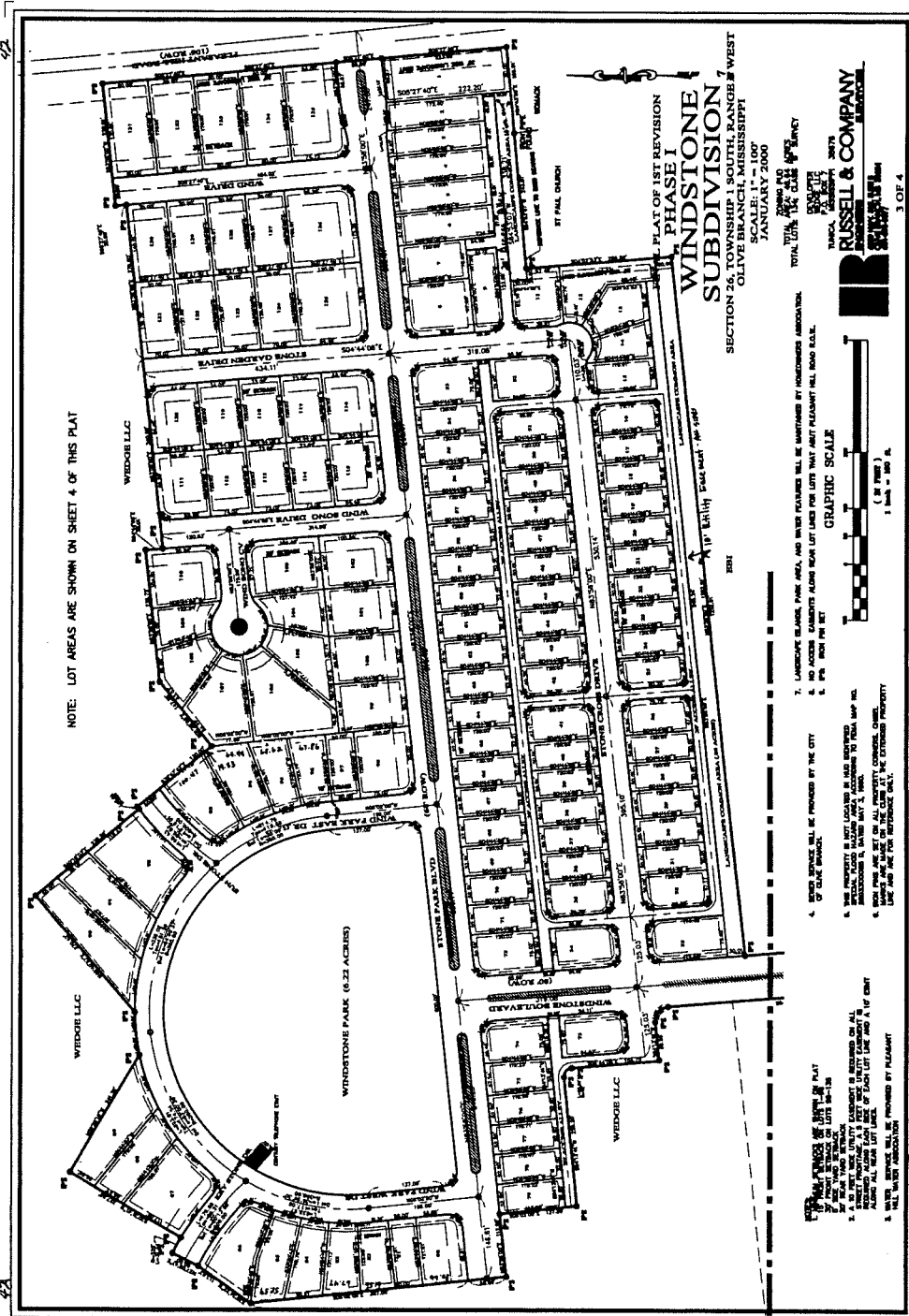


FINAL PLAT OF 1ST REVISION  
 PHASE I  
**WINDSTONE**  
**SUBDIVISION**  
 SECTION 26, TOWNSHIP 1 SOUTH, RANGE 8 WEST  
 OLIVE BRANCH, MISSISSIPPI  
 THIS SHEET NOT TO SCALE  
 JANUARY 2000

BY THE BOARD OF SUPERVISORS  
 OF THE COUNTY OF LEE, MISSISSIPPI  
 IN PUBLIC SESSION  
 HELD AT THE COURTHOUSE  
 IN OLIVE BRANCH, MISSISSIPPI  
 ON THE 15TH DAY OF JANUARY, 2000  
 AT 10:00 O'CLOCK A.M.  
 PRESENT:  
 RUSSELL & COMPANY  
 ENGINEERS  
 1000 W. 10TH ST.  
 MEMPHIS, TN 38103  
 901-525-1111

- 1. THE LOTS ARE TO BE USED FOR RESIDENTIAL PURPOSES.
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- 9. THE LOTS ARE TO BE USED FOR RESIDENTIAL PURPOSES.
- 10. THE LOTS ARE TO BE USED FOR RESIDENTIAL PURPOSES.





NOTE: LOT AREAS ARE SHOWN ON SHEET 4 OF THIS PLAT

PLAT OF 1ST REVISION  
PHASE I  
**WINDSTONE**  
SUBDIVISION  
SECTION 26, TOWNSHIP 1 SOUTH, RANGE 7 WEST  
OLIVE BRANCH, MISSISSIPPI  
JANUARY 2000

TOTAL AREA 10.00 ACRES  
TOTAL LOT AREA 10.00 ACRES

**RUSSELL & COMPANY**  
ARCHITECTS  
1000 W. MAIN ST.  
MEMPHIS, TN 38103  
TEL: 901.525.1234  
FAX: 901.525.1235  
WWW.RUSSELLANDCOMPANY.COM

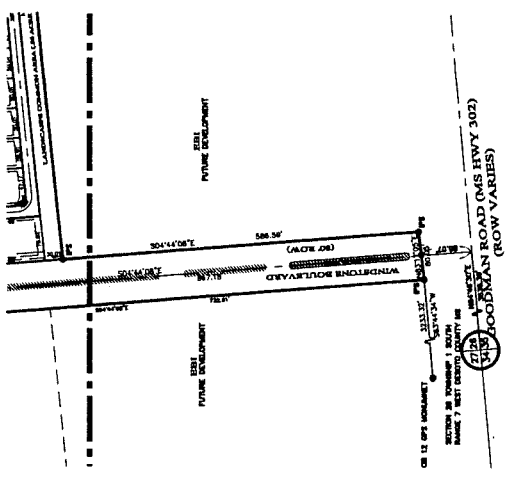


1. LANDSCAPE PLANS, PAVING, AND WATER FEATURES WILL BE SUBMITTED BY THE ARCHITECT/ENGINEER.
2. NO ACCESS EASEMENTS SHALL BE SHOWN FROM ANY LOT INTO ANY ADJACENT LOT UNLESS SO INDICATED.
3. ERECTION OF SIGNAGE SHALL BE PROVIDED BY THE CITY OF OLIVE BRANCH.
4. ALL UTILITIES SHALL BE SHOWN TO THE CITY OF OLIVE BRANCH.
5. ALL UTILITIES SHALL BE SHOWN TO THE CITY OF OLIVE BRANCH.
6. ALL UTILITIES SHALL BE SHOWN TO THE CITY OF OLIVE BRANCH.
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42

43



LOT	AREA (SQ FT)	LOT	AREA (SQ FT)	LOT	AREA (SQ FT)
1	17,784	41	8,154	101	10,439
2	8,289	42	8,289	102	11,791
3	8,115	43	8,115	103	7,288
4	8,115	44	8,115	104	7,288
5	8,115	45	8,115	105	17,777
6	8,115	46	8,115	106	8,115
7	17,479	47	8,115	107	8,115
8	8,115	48	8,115	108	8,115
9	8,115	49	8,115	109	8,115
10	8,115	50	8,115	110	8,115
11	8,115	51	8,115	111	10,439
12	8,115	52	8,115	112	11,791
13	8,115	53	8,115	113	7,288
14	8,115	54	8,115	114	7,288
15	8,115	55	8,115	115	17,777
16	8,115	56	8,115	116	8,115
17	8,115	57	8,115	117	8,115
18	8,115	58	8,115	118	8,115
19	8,115	59	8,115	119	8,115
20	8,115	60	8,115	120	8,115
21	8,115	61	8,115	121	8,115
22	8,115	62	8,115	122	8,115
23	8,115	63	8,115	123	8,115
24	8,115	64	8,115	124	8,115
25	8,115	65	8,115	125	8,115
26	8,115	66	8,115	126	8,115
27	8,115	67	8,115	127	8,115
28	8,115	68	8,115	128	8,115
29	8,115	69	8,115	129	8,115
30	8,115	70	8,115	130	8,115
31	8,115	71	8,115	131	8,115
32	8,115	72	8,115	132	8,115
33	8,115	73	8,115	133	8,115
34	8,115	74	8,115	134	8,115
35	8,115	75	8,115	135	8,115
36	8,115	76	8,115	136	8,115
37	8,115	77	8,115	137	8,115
38	8,115	78	8,115	138	8,115
39	8,115	79	8,115	139	8,115
40	8,115	80	8,115	140	8,115
41	8,115	81	8,115	141	8,115
42	8,115	82	8,115	142	8,115
43	8,115	83	8,115	143	8,115
44	8,115	84	8,115	144	8,115
45	8,115	85	8,115	145	8,115
46	8,115	86	8,115	146	8,115
47	8,115	87	8,115	147	8,115
48	8,115	88	8,115	148	8,115
49	8,115	89	8,115	149	8,115
50	8,115	90	8,115	150	8,115

FINAL PLAT OF 1ST REVISION  
 PHASE I  
**WINDSTONE**  
 SUBDIVISION  
 SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 WEST  
 OLIVE BRANCH, MISSISSIPPI  
 300' WIDE EASEMENT  
 JANUARY, 2000

TOTAL AREA: 1,200,000 SQ. FT.  
 PREPARED BY:  
 RUSSELL & COMPANY  
 ENGINEERS



1. ALL DIMENSIONS ARE SHOWN ON PLAT.
2. IF FRONT SETBACK ON LOTS 1-10, 20-30, 40-50, 60-70, 80-90, 100-110, 120-130, 140-150, 160-170, 180-190, 200-210, 220-230, 240-250, 260-270, 280-290, 300-310, 320-330, 340-350, 360-370, 380-390, 400-410, 420-430, 440-450, 460-470, 480-490, 500-510, 520-530, 540-550, 560-570, 580-590, 600-610, 620-630, 640-650, 660-670, 680-690, 700-710, 720-730, 740-750, 760-770, 780-790, 800-810, 820-830, 840-850, 860-870, 880-890, 900-910, 920-930, 940-950, 960-970, 980-990, 1000-1010, 1020-1030, 1040-1050, 1060-1070, 1080-1090, 1100-1110, 1120-1130, 1140-1150, 1160-1170, 1180-1190, 1200-1210, 1220-1230, 1240-1250, 1260-1270, 1280-1290, 1300-1310, 1320-1330, 1340-1350, 1360-1370, 1380-1390, 1400-1410, 1420-1430, 1440-1450, 1460-1470, 1480-1490, 1500-1510, 1520-1530, 1540-1550, 1560-1570, 1580-1590, 1600-1610, 1620-1630, 1640-1650, 1660-1670, 1680-1690, 1700-1710, 1720-1730, 1740-1750, 1760-1770, 1780-1790, 1800-1810, 1820-1830, 1840-1850, 1860-1870, 1880-1890, 1900-1910, 1920-1930, 1940-1950, 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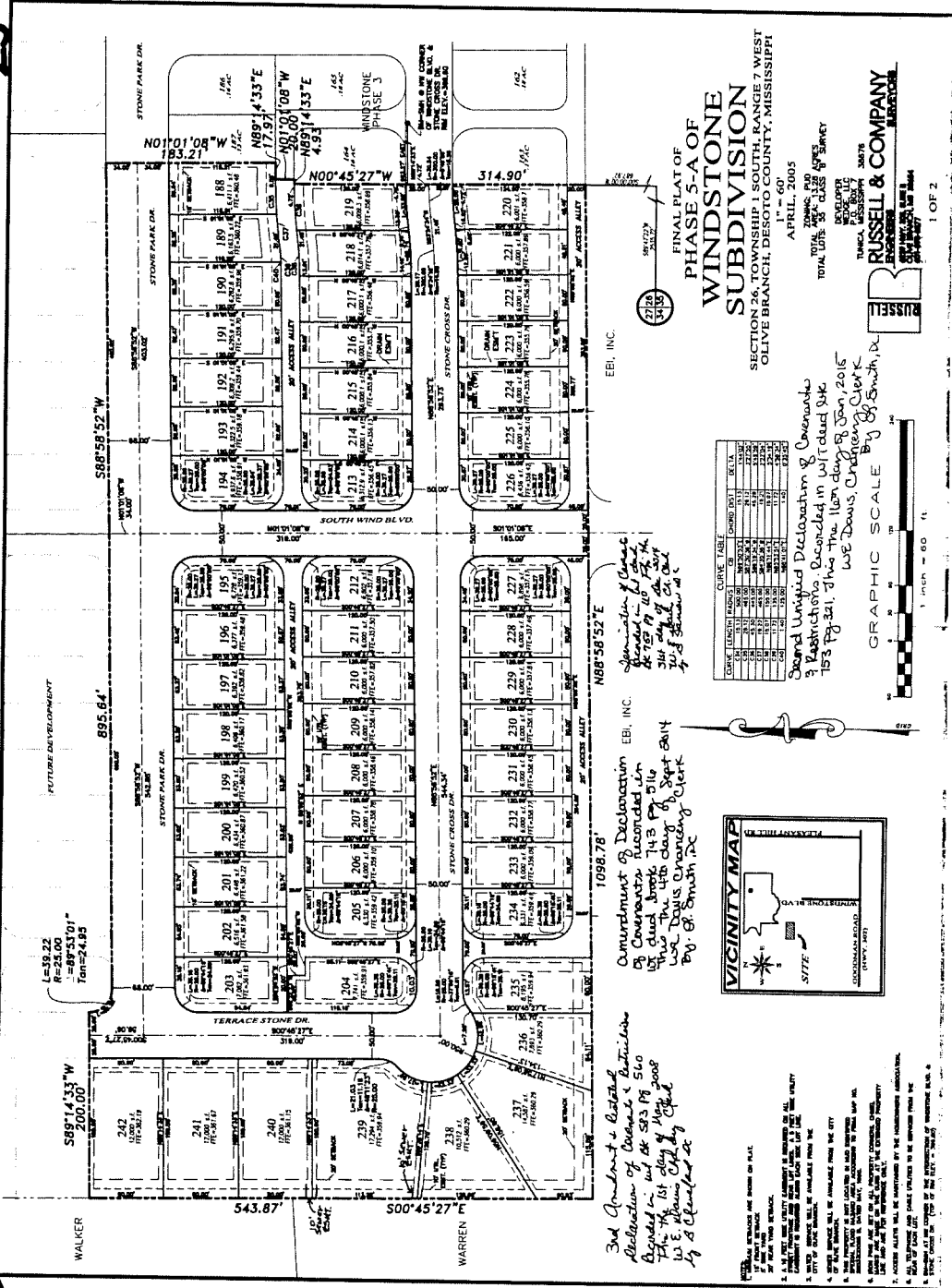








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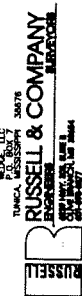


**PHASE 5-A OF WINDSTONE SUBDIVISION**

SECTION 26, TOWNSHIP 1 SOUTH, RANGE 7 WEST  
OLIVE BRANCH, DECATUR COUNTY, MISSISSIPPI

APRIL, 2005

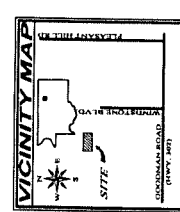
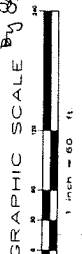
DEVELOPER: EBI, INC.  
TOWN OF WINDSTONE  
TOTAL LOTS: 333



**CURVE TABLE**

CHAIN	LENGTH	RADIUS	CHORD DIST.	DELTA
1	100.00	100.00	100.00	180.00
2	100.00	100.00	100.00	180.00
3	100.00	100.00	100.00	180.00
4	100.00	100.00	100.00	180.00
5	100.00	100.00	100.00	180.00
6	100.00	100.00	100.00	180.00
7	100.00	100.00	100.00	180.00
8	100.00	100.00	100.00	180.00
9	100.00	100.00	100.00	180.00
10	100.00	100.00	100.00	180.00
11	100.00	100.00	100.00	180.00
12	100.00	100.00	100.00	180.00
13	100.00	100.00	100.00	180.00
14	100.00	100.00	100.00	180.00
15	100.00	100.00	100.00	180.00
16	100.00	100.00	100.00	180.00
17	100.00	100.00	100.00	180.00
18	100.00	100.00	100.00	180.00
19	100.00	100.00	100.00	180.00
20	100.00	100.00	100.00	180.00
21	100.00	100.00	100.00	180.00
22	100.00	100.00	100.00	180.00
23	100.00	100.00	100.00	180.00
24	100.00	100.00	100.00	180.00
25	100.00	100.00	100.00	180.00
26	100.00	100.00	100.00	180.00
27	100.00	100.00	100.00	180.00
28	100.00	100.00	100.00	180.00
29	100.00	100.00	100.00	180.00
30	100.00	100.00	100.00	180.00
31	100.00	100.00	100.00	180.00
32	100.00	100.00	100.00	180.00
33	100.00	100.00	100.00	180.00
34	100.00	100.00	100.00	180.00
35	100.00	100.00	100.00	180.00
36	100.00	100.00	100.00	180.00
37	100.00	100.00	100.00	180.00
38	100.00	100.00	100.00	180.00
39	100.00	100.00	100.00	180.00
40	100.00	100.00	100.00	180.00
41	100.00	100.00	100.00	180.00
42	100.00	100.00	100.00	180.00
43	100.00	100.00	100.00	180.00
44	100.00	100.00	100.00	180.00
45	100.00	100.00	100.00	180.00
46	100.00	100.00	100.00	180.00
47	100.00	100.00	100.00	180.00
48	100.00	100.00	100.00	180.00
49	100.00	100.00	100.00	180.00
50	100.00	100.00	100.00	180.00
51	100.00	100.00	100.00	180.00
52	100.00	100.00	100.00	180.00
53	100.00	100.00	100.00	180.00
54	100.00	100.00	100.00	180.00
55	100.00	100.00	100.00	180.00
56	100.00	100.00	100.00	180.00
57	100.00	100.00	100.00	180.00
58	100.00	100.00	100.00	180.00
59	100.00	100.00	100.00	180.00
60	100.00	100.00	100.00	180.00
61	100.00	100.00	100.00	180.00
62	100.00	100.00	100.00	180.00
63	100.00	100.00	100.00	180.00
64	100.00	100.00	100.00	180.00
65	100.00	100.00	100.00	180.00
66	100.00	100.00	100.00	180.00
67	100.00	100.00	100.00	180.00
68	100.00	100.00	100.00	180.00
69	100.00	100.00	100.00	180.00
70	100.00	100.00	100.00	180.00
71	100.00	100.00	100.00	180.00
72	100.00	100.00	100.00	180.00
73	100.00	100.00	100.00	180.00
74	100.00	100.00	100.00	180.00
75	100.00	100.00	100.00	180.00
76	100.00	100.00	100.00	180.00
77	100.00	100.00	100.00	180.00
78	100.00	100.00	100.00	180.00
79	100.00	100.00	100.00	180.00
80	100.00	100.00	100.00	180.00
81	100.00	100.00	100.00	180.00
82	100.00	100.00	100.00	180.00
83	100.00	100.00	100.00	180.00
84	100.00	100.00	100.00	180.00
85	100.00	100.00	100.00	180.00
86	100.00	100.00	100.00	180.00
87	100.00	100.00	100.00	180.00
88	100.00	100.00	100.00	180.00
89	100.00	100.00	100.00	180.00
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91	100.00	100.00	100.00	180.00
92	100.00	100.00	100.00	180.00
93	100.00	100.00	100.00	180.00
94	100.00	100.00	100.00	180.00
95	100.00	100.00	100.00	180.00
96	100.00	100.00	100.00	180.00
97	100.00	100.00	100.00	180.00
98	100.00	100.00	100.00	180.00
99	100.00	100.00	100.00	180.00
100	100.00	100.00	100.00	180.00

Board Unanimous Declaration of Consent with Restrictions. Recorded in Writed Book 153 Pg 321. This the 11th day of Jan, 2016. We Deeds, Underhand Clerk By: G. Smith, Jr.



*Declaration of Consent recorded in Writed Book 153 Pg 321. This the 11th day of Jan, 2016. We Deeds, Underhand Clerk By: G. Smith, Jr.*

*Declaration of Declaration in Commitment recorded in Writed Book 143 Pg 516. This the 11th day of Jan, 2016. We Deeds, Underhand Clerk By: G. Smith, Jr.*

*3rd Amendment to Declaration of Consent recorded in Writed Book 143 Pg 516. This the 11th day of Jan, 2016. We Deeds, Underhand Clerk By: G. Smith, Jr.*

1. THIS MAP IS PREPARED AND DRAWN ON FILE.
2. THE PROPERTY IS NOT SUBJECT TO ANY OTHER EASEMENTS OR ENCUMBRANCES.
3. THE PROPERTY IS NOT SUBJECT TO ANY OTHER EASEMENTS OR ENCUMBRANCES.
4. THE PROPERTY IS NOT SUBJECT TO ANY OTHER EASEMENTS OR ENCUMBRANCES.
5. THE PROPERTY IS NOT SUBJECT TO ANY OTHER EASEMENTS OR ENCUMBRANCES.
6. THE PROPERTY IS NOT SUBJECT TO ANY OTHER EASEMENTS OR ENCUMBRANCES.
7. THE PROPERTY IS NOT SUBJECT TO ANY OTHER EASEMENTS OR ENCUMBRANCES.
8. THE PROPERTY IS NOT SUBJECT TO ANY OTHER EASEMENTS OR ENCUMBRANCES.
9. THE PROPERTY IS NOT SUBJECT TO ANY OTHER EASEMENTS OR ENCUMBRANCES.
10. THE PROPERTY IS NOT SUBJECT TO ANY OTHER EASEMENTS OR ENCUMBRANCES.

25









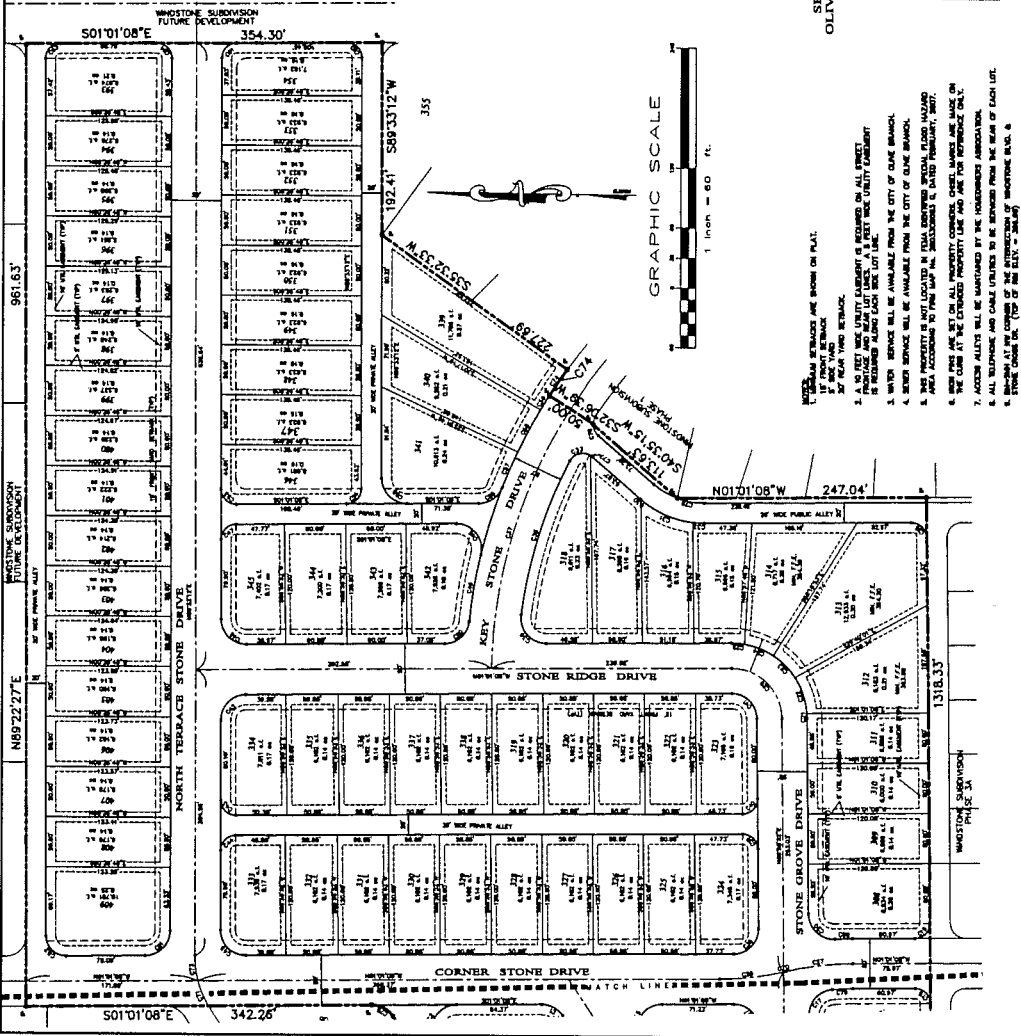
CURVE	DEGREE	CHORD	AREA	CHORD	AREA
C1	12.48	10.00	100.00	10.00	100.00
C2	12.48	10.00	100.00	10.00	100.00
C3	12.48	10.00	100.00	10.00	100.00
C4	12.48	10.00	100.00	10.00	100.00
C5	12.48	10.00	100.00	10.00	100.00
C6	12.48	10.00	100.00	10.00	100.00
C7	12.48	10.00	100.00	10.00	100.00
C8	12.48	10.00	100.00	10.00	100.00
C9	12.48	10.00	100.00	10.00	100.00
C10	12.48	10.00	100.00	10.00	100.00
C11	12.48	10.00	100.00	10.00	100.00
C12	12.48	10.00	100.00	10.00	100.00
C13	12.48	10.00	100.00	10.00	100.00
C14	12.48	10.00	100.00	10.00	100.00
C15	12.48	10.00	100.00	10.00	100.00
C16	12.48	10.00	100.00	10.00	100.00
C17	12.48	10.00	100.00	10.00	100.00
C18	12.48	10.00	100.00	10.00	100.00
C19	12.48	10.00	100.00	10.00	100.00
C20	12.48	10.00	100.00	10.00	100.00
C21	12.48	10.00	100.00	10.00	100.00
C22	12.48	10.00	100.00	10.00	100.00
C23	12.48	10.00	100.00	10.00	100.00
C24	12.48	10.00	100.00	10.00	100.00
C25	12.48	10.00	100.00	10.00	100.00
C26	12.48	10.00	100.00	10.00	100.00
C27	12.48	10.00	100.00	10.00	100.00
C28	12.48	10.00	100.00	10.00	100.00
C29	12.48	10.00	100.00	10.00	100.00
C30	12.48	10.00	100.00	10.00	100.00
C31	12.48	10.00	100.00	10.00	100.00
C32	12.48	10.00	100.00	10.00	100.00
C33	12.48	10.00	100.00	10.00	100.00
C34	12.48	10.00	100.00	10.00	100.00
C35	12.48	10.00	100.00	10.00	100.00
C36	12.48	10.00	100.00	10.00	100.00
C37	12.48	10.00	100.00	10.00	100.00
C38	12.48	10.00	100.00	10.00	100.00
C39	12.48	10.00	100.00	10.00	100.00
C40	12.48	10.00	100.00	10.00	100.00
C41	12.48	10.00	100.00	10.00	100.00
C42	12.48	10.00	100.00	10.00	100.00
C43	12.48	10.00	100.00	10.00	100.00
C44	12.48	10.00	100.00	10.00	100.00
C45	12.48	10.00	100.00	10.00	100.00
C46	12.48	10.00	100.00	10.00	100.00
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C48	12.48	10.00	100.00	10.00	100.00
C49	12.48	10.00	100.00	10.00	100.00
C50	12.48	10.00	100.00	10.00	100.00
C51	12.48	10.00	100.00	10.00	100.00
C52	12.48	10.00	100.00	10.00	100.00
C53	12.48	10.00	100.00	10.00	100.00
C54	12.48	10.00	100.00	10.00	100.00
C55	12.48	10.00	100.00	10.00	100.00
C56	12.48	10.00	100.00	10.00	100.00
C57	12.48	10.00	100.00	10.00	100.00
C58	12.48	10.00	100.00	10.00	100.00
C59	12.48	10.00	100.00	10.00	100.00
C60	12.48	10.00	100.00	10.00	100.00
C61	12.48	10.00	100.00	10.00	100.00
C62	12.48	10.00	100.00	10.00	100.00
C63	12.48	10.00	100.00	10.00	100.00
C64	12.48	10.00	100.00	10.00	100.00
C65	12.48	10.00	100.00	10.00	100.00
C66	12.48	10.00	100.00	10.00	100.00
C67	12.48	10.00	100.00	10.00	100.00
C68	12.48	10.00	100.00	10.00	100.00
C69	12.48	10.00	100.00	10.00	100.00
C70	12.48	10.00	100.00	10.00	100.00
C71	12.48	10.00	100.00	10.00	100.00
C72	12.48	10.00	100.00	10.00	100.00
C73	12.48	10.00	100.00	10.00	100.00
C74	12.48	10.00	100.00	10.00	100.00
C75	12.48	10.00	100.00	10.00	100.00
C76	12.48	10.00	100.00	10.00	100.00
C77	12.48	10.00	100.00	10.00	100.00
C78	12.48	10.00	100.00	10.00	100.00
C79	12.48	10.00	100.00	10.00	100.00
C80	12.48	10.00	100.00	10.00	100.00
C81	12.48	10.00	100.00	10.00	100.00
C82	12.48	10.00	100.00	10.00	100.00
C83	12.48	10.00	100.00	10.00	100.00
C84	12.48	10.00	100.00	10.00	100.00
C85	12.48	10.00	100.00	10.00	100.00
C86	12.48	10.00	100.00	10.00	100.00
C87	12.48	10.00	100.00	10.00	100.00
C88	12.48	10.00	100.00	10.00	100.00
C89	12.48	10.00	100.00	10.00	100.00
C90	12.48	10.00	100.00	10.00	100.00
C91	12.48	10.00	100.00	10.00	100.00
C92	12.48	10.00	100.00	10.00	100.00
C93	12.48	10.00	100.00	10.00	100.00
C94	12.48	10.00	100.00	10.00	100.00
C95	12.48	10.00	100.00	10.00	100.00
C96	12.48	10.00	100.00	10.00	100.00
C97	12.48	10.00	100.00	10.00	100.00
C98	12.48	10.00	100.00	10.00	100.00
C99	12.48	10.00	100.00	10.00	100.00
C100	12.48	10.00	100.00	10.00	100.00

FINAL PLAT OF  
**PHASE 6**  
**WINDSTONE**  
**SUBDIVISION**  
 SECTION 26, TOWNSHIP 1, RANGE 7 WEST  
 OLIVE BRANCH, COUNTY, MISSISSIPPI  
 SCALE: 1" = 60'  
 APRIL, 2007

OWNER: M.D. JONES  
 TOWN: WINDSTONE

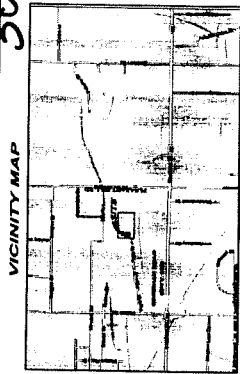
DEVELOPER:  
 RUSSELL & COMPANY  
 ENGINEERS  
 1000 W. WINDSTONE BLVD.  
 WINDSTONE, MISSISSIPPI 39391  
 PHONE: 662-741-7474  
 FAX: 662-741-7475

7 OF 2



1. ALL LOTS ARE TO BE DEVELOPED WITHIN THE CITY OF OLIVE BRANCH.
2. ALL LOTS ARE TO BE DEVELOPED WITHIN THE CITY OF OLIVE BRANCH.
3. ALL LOTS ARE TO BE DEVELOPED WITHIN THE CITY OF OLIVE BRANCH.
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7. ALL LOTS ARE TO BE DEVELOPED WITHIN THE CITY OF OLIVE BRANCH.
8. ALL LOTS ARE TO BE DEVELOPED WITHIN THE CITY OF OLIVE BRANCH.
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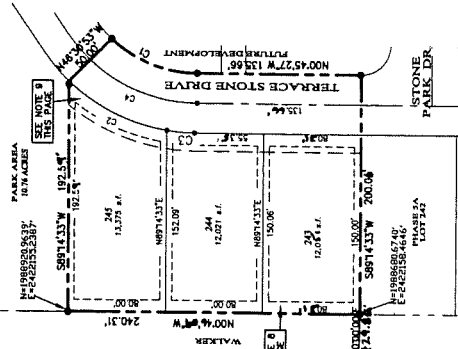
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MINIMUM TABLE

LOT NO.	AREA	PERCENT
1	12.00	100.00
2	12.00	100.00
3	12.00	100.00
4	12.00	100.00
5	12.00	100.00
6	12.00	100.00
7	12.00	100.00
8	12.00	100.00
9	12.00	100.00
10	12.00	100.00
11	12.00	100.00
12	12.00	100.00
13	12.00	100.00
14	12.00	100.00
15	12.00	100.00
16	12.00	100.00
17	12.00	100.00
18	12.00	100.00
19	12.00	100.00
20	12.00	100.00
21	12.00	100.00
22	12.00	100.00
23	12.00	100.00
24	12.00	100.00
25	12.00	100.00
26	12.00	100.00
27	12.00	100.00
28	12.00	100.00
29	12.00	100.00
30	12.00	100.00
31	12.00	100.00
32	12.00	100.00
33	12.00	100.00
34	12.00	100.00
35	12.00	100.00
36	12.00	100.00
37	12.00	100.00
38	12.00	100.00
39	12.00	100.00
40	12.00	100.00
41	12.00	100.00
42	12.00	100.00
43	12.00	100.00
44	12.00	100.00
45	12.00	100.00
46	12.00	100.00
47	12.00	100.00
48	12.00	100.00
49	12.00	100.00
50	12.00	100.00
51	12.00	100.00
52	12.00	100.00
53	12.00	100.00
54	12.00	100.00
55	12.00	100.00
56	12.00	100.00
57	12.00	100.00
58	12.00	100.00
59	12.00	100.00
60	12.00	100.00
61	12.00	100.00
62	12.00	100.00
63	12.00	100.00
64	12.00	100.00
65	12.00	100.00
66	12.00	100.00
67	12.00	100.00
68	12.00	100.00
69	12.00	100.00
70	12.00	100.00
71	12.00	100.00
72	12.00	100.00
73	12.00	100.00
74	12.00	100.00
75	12.00	100.00
76	12.00	100.00
77	12.00	100.00
78	12.00	100.00
79	12.00	100.00
80	12.00	100.00
81	12.00	100.00
82	12.00	100.00
83	12.00	100.00
84	12.00	100.00
85	12.00	100.00
86	12.00	100.00
87	12.00	100.00
88	12.00	100.00
89	12.00	100.00
90	12.00	100.00
91	12.00	100.00
92	12.00	100.00
93	12.00	100.00
94	12.00	100.00
95	12.00	100.00
96	12.00	100.00
97	12.00	100.00
98	12.00	100.00
99	12.00	100.00
100	12.00	100.00

CURVE	LENGTH	RADIUS	ANGLE	CHORD	CHORD-B
C1	77.22	100.00	75.31	100.00	100.00
C2	11.17	100.00	11.17	100.00	100.00
C3	11.17	100.00	11.17	100.00	100.00
C4	11.17	100.00	11.17	100.00	100.00
C5	11.17	100.00	11.17	100.00	100.00
C6	11.17	100.00	11.17	100.00	100.00
C7	11.17	100.00	11.17	100.00	100.00
C8	11.17	100.00	11.17	100.00	100.00
C9	11.17	100.00	11.17	100.00	100.00
C10	11.17	100.00	11.17	100.00	100.00
C11	11.17	100.00	11.17	100.00	100.00
C12	11.17	100.00	11.17	100.00	100.00
C13	11.17	100.00	11.17	100.00	100.00
C14	11.17	100.00	11.17	100.00	100.00
C15	11.17	100.00	11.17	100.00	100.00
C16	11.17	100.00	11.17	100.00	100.00
C17	11.17	100.00	11.17	100.00	100.00
C18	11.17	100.00	11.17	100.00	100.00
C19	11.17	100.00	11.17	100.00	100.00
C20	11.17	100.00	11.17	100.00	100.00
C21	11.17	100.00	11.17	100.00	100.00
C22	11.17	100.00	11.17	100.00	100.00
C23	11.17	100.00	11.17	100.00	100.00
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C26	11.17	100.00	11.17	100.00	100.00
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C28	11.17	100.00	11.17	100.00	100.00
C29	11.17	100.00	11.17	100.00	100.00
C30	11.17	100.00	11.17	100.00	100.00
C31	11.17	100.00	11.17	100.00	100.00
C32	11.17	100.00	11.17	100.00	100.00
C33	11.17	100.00	11.17	100.00	100.00
C34	11.17	100.00	11.17	100.00	100.00
C35	11.17	100.00	11.17	100.00	100.00
C36	11.17	100.00	11.17	100.00	100.00
C37	11.17	100.00	11.17	100.00	100.00
C38	11.17	100.00	11.17	100.00	100.00
C39	11.17	100.00	11.17	100.00	100.00
C40	11.17	100.00	11.17	100.00	100.00
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C43	11.17	100.00	11.17	100.00	100.00
C44	11.17	100.00	11.17	100.00	100.00
C45	11.17	100.00	11.17	100.00	100.00
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C47	11.17	100.00	11.17	100.00	100.00
C48	11.17	100.00	11.17	100.00	100.00
C49	11.17	100.00	11.17	100.00	100.00
C50	11.17	100.00	11.17	100.00	100.00
C51	11.17	100.00	11.17	100.00	100.00
C52	11.17	100.00	11.17	100.00	100.00
C53	11.17	100.00	11.17	100.00	100.00
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C57	11.17	100.00	11.17	100.00	100.00
C58	11.17	100.00	11.17	100.00	100.00
C59	11.17	100.00	11.17	100.00	100.00
C60	11.17	100.00	11.17	100.00	100.00
C61	11.17	100.00	11.17	100.00	100.00
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C64	11.17	100.00	11.17	100.00	100.00
C65	11.17	100.00	11.17	100.00	100.00
C66	11.17	100.00	11.17	100.00	100.00
C67	11.17	100.00	11.17	100.00	100.00
C68	11.17	100.00	11.17	100.00	100.00
C69	11.17	100.00	11.17	100.00	100.00
C70	11.17	100.00	11.17	100.00	100.00
C71	11.17	100.00	11.17	100.00	100.00
C72	11.17	100.00	11.17	100.00	100.00
C73	11.17	100.00	11.17	100.00	100.00
C74	11.17	100.00	11.17	100.00	100.00
C75	11.17	100.00	11.17	100.00	100.00
C76	11.17	100.00	11.17	100.00	100.00
C77	11.17	100.00	11.17	100.00	100.00
C78	11.17	100.00	11.17	100.00	100.00
C79	11.17	100.00	11.17	100.00	100.00
C80	11.17	100.00	11.17	100.00	100.00
C81	11.17	100.00	11.17	100.00	100.00
C82	11.17	100.00	11.17	100.00	100.00
C83	11.17	100.00	11.17	100.00	100.00
C84	11.17	100.00	11.17	100.00	100.00
C85	11.17	100.00	11.17	100.00	100.00
C86	11.17	100.00	11.17	100.00	100.00
C87	11.17	100.00	11.17	100.00	100.00
C88	11.17	100.00	11.17	100.00	100.00
C89	11.17	100.00	11.17	100.00	100.00
C90	11.17	100.00	11.17	100.00	100.00
C91	11.17	100.00	11.17	100.00	100.00
C92	11.17	100.00	11.17	100.00	100.00
C93	11.17	100.00	11.17	100.00	100.00
C94	11.17	100.00	11.17	100.00	100.00
C95	11.17	100.00	11.17	100.00	100.00
C96	11.17	100.00	11.17	100.00	100.00
C97	11.17	100.00	11.17	100.00	100.00
C98	11.17	100.00	11.17	100.00	100.00
C99	11.17	100.00	11.17	100.00	100.00
C100	11.17	100.00	11.17	100.00	100.00

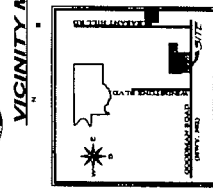
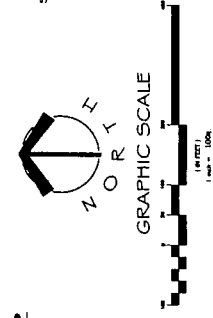
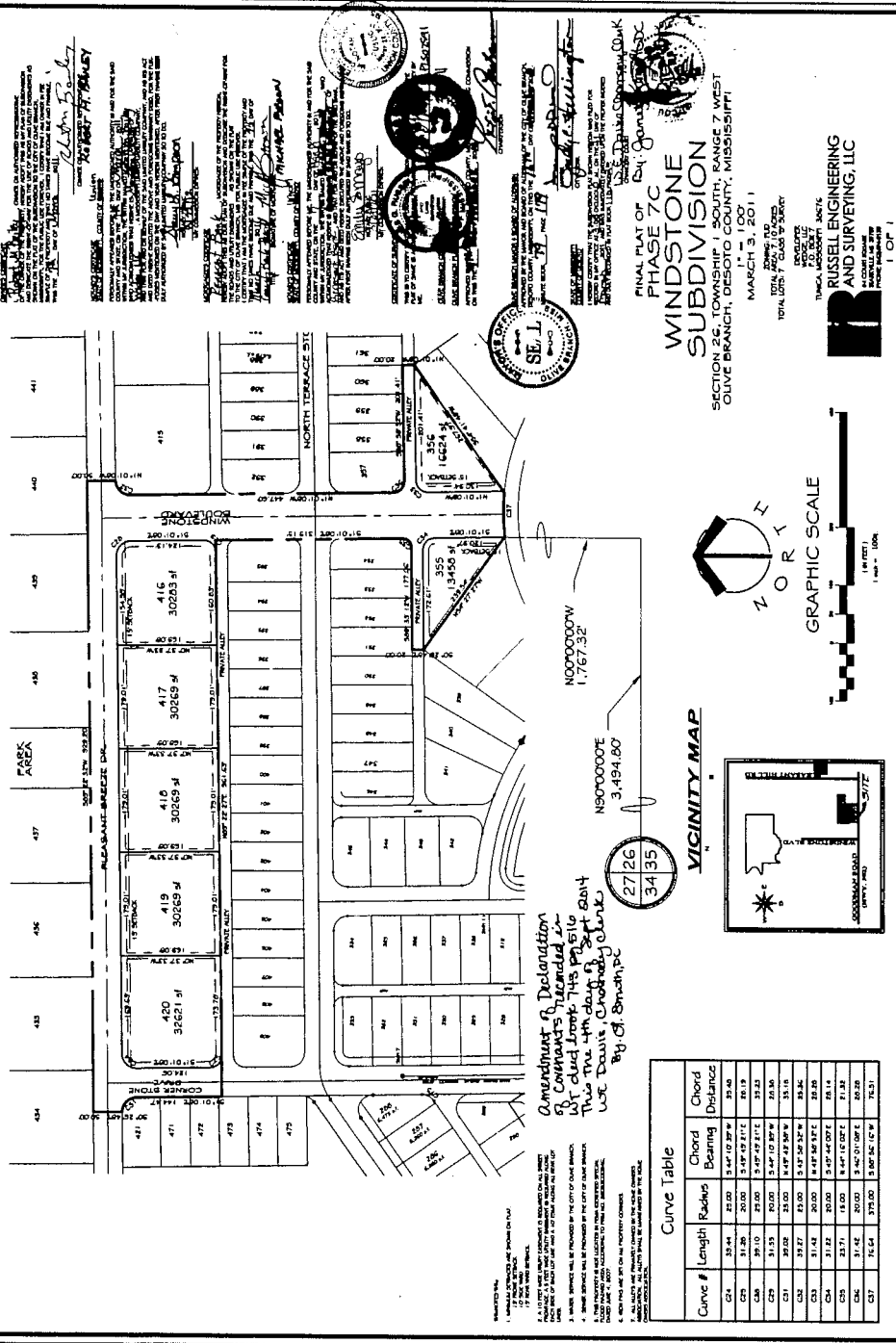






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**Curve Table**

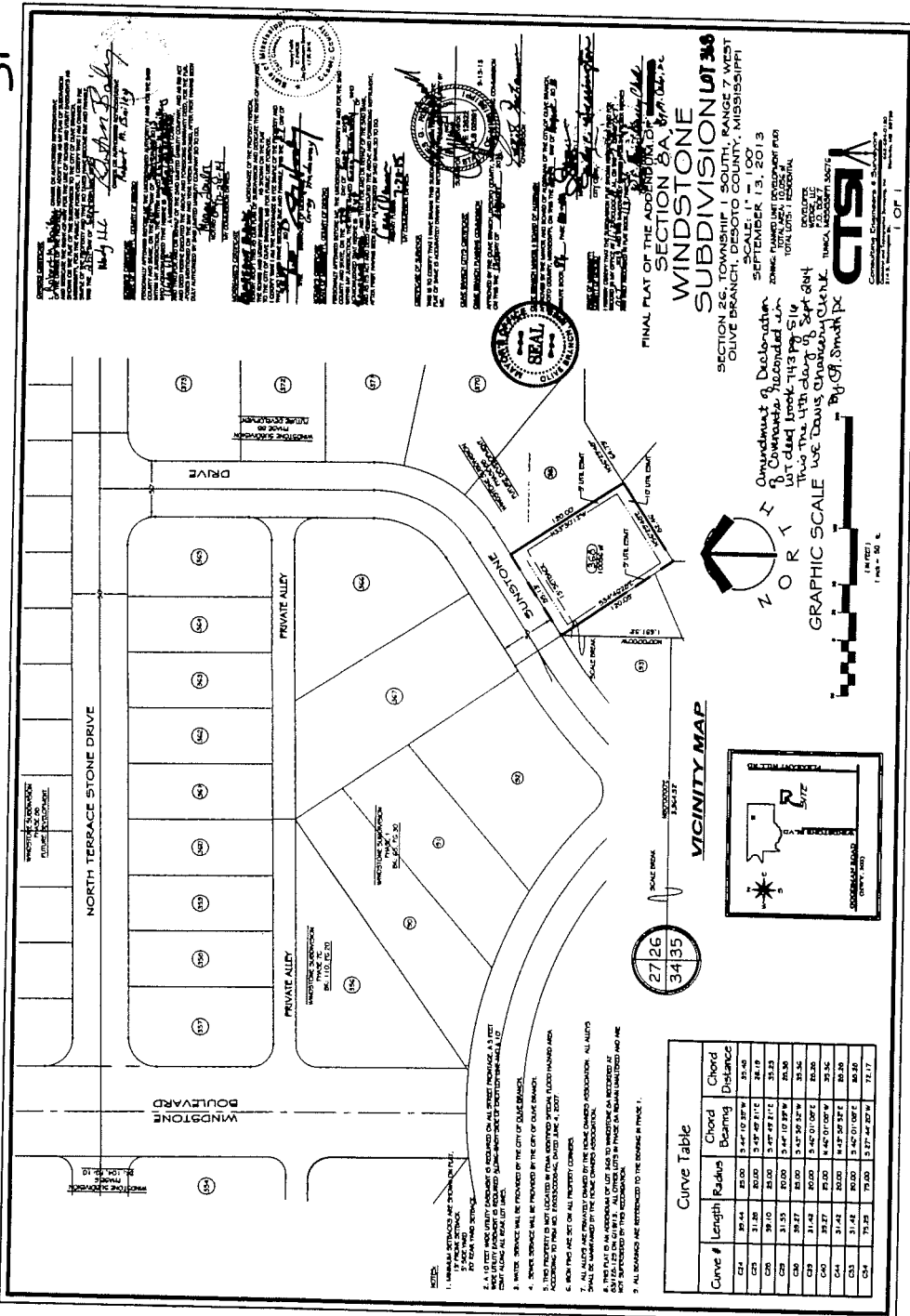
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	25.44'	10.00'	S 45° 00' 00" E	25.44'
C2	39.27'	15.00'	S 45° 00' 00" E	39.27'
C3	31.42'	12.50'	S 45° 00' 00" E	31.42'
C4	31.42'	12.50'	S 45° 00' 00" E	31.42'
C5	31.42'	12.50'	S 45° 00' 00" E	31.42'
C6	31.42'	12.50'	S 45° 00' 00" E	31.42'
C7	16.64'	375.00'	S 89° 56' 12" W	16.64'

1. ALL DIMENSIONS ARE GIVEN IN FEET.
2. ALL CURVE DATA IS BASED ON THE ASSUMPTION THAT THE CURVE IS A CIRCULAR CURVE.
3. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD.
4. ALL DISTANCES ARE TO BE MEASURED FROM THE POINT OF BEGINNING OF THE CURVE.
5. ALL DISTANCES ARE TO BE MEASURED FROM THE POINT OF BEGINNING OF THE CURVE TO THE POINT OF ENDING OF THE CURVE.
6. ALL DISTANCES ARE TO BE MEASURED FROM THE POINT OF BEGINNING OF THE CURVE TO THE POINT OF ENDING OF THE CURVE.
7. ALL DISTANCES ARE TO BE MEASURED FROM THE POINT OF BEGINNING OF THE CURVE TO THE POINT OF ENDING OF THE CURVE.





31



**Curve Table**

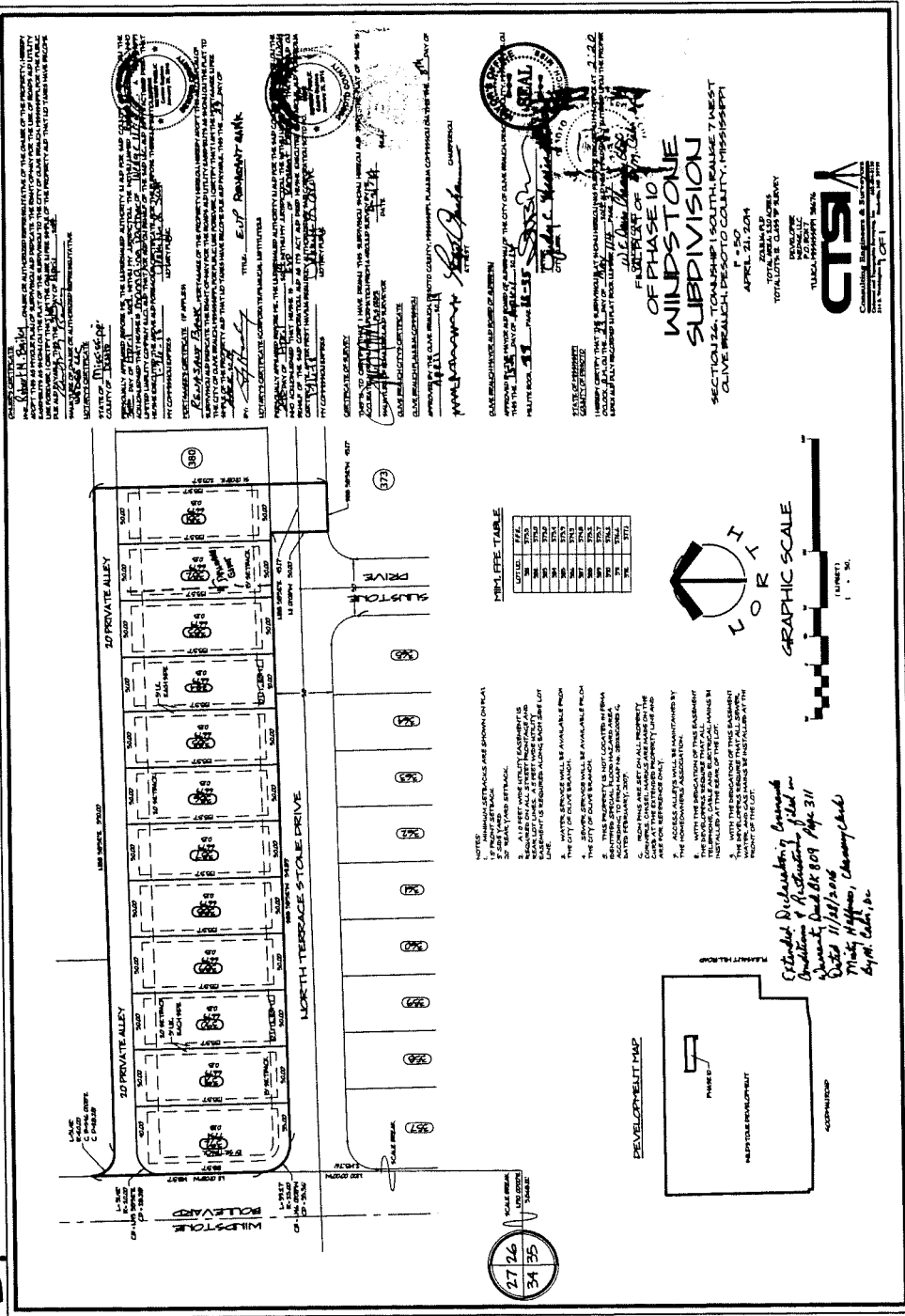
Curve #	Length	Radius	Chord Bearing	Chord Distance
C14	39.44	25.00	3 44' 02.37" N	35.40
C15	31.86	20.00	3 45' 49.71" E	34.19
C16	39.10	25.00	3 47' 49.71" E	35.33
C17	31.53	20.00	3 49' 49.71" E	34.50
C18	39.27	25.00	3 51' 59.37" E	35.54
C19	31.48	20.00	3 54' 01.00" E	34.50
C20	39.27	25.00	3 56' 01.00" E	35.54
C21	31.74	20.00	3 58' 01.00" E	34.50
C22	39.23	25.00	3 59' 59.37" E	35.54
C23	31.73	20.00	4 01' 59.37" E	34.50

31



37

37



**NOTICE:** THE CITY OF OLIVE BRANCH HAS AUTHORIZED REPRESENTATIVES OF THE CITY OF OLIVE BRANCH TO ACCEPT THIS SUBDIVISION MAP AND TO RECORD THE SAME IN THE PUBLIC RECORDS OF THE COUNTY OF DEKALB, MISSISSIPPI. THE CITY OF OLIVE BRANCH HAS REVIEWED THE MAP AND HAS DETERMINED THAT THE MAP IS IN ACCORDANCE WITH THE SUBDIVISION MAP ACT, MISSISSIPPI CODE ANNOTATED, TITLE 26, CHAPTER 17, AND THE CITY OF OLIVE BRANCH HAS APPROVED THE MAP AND HAS AUTHORIZED REPRESENTATIVES OF THE CITY OF OLIVE BRANCH TO ACCEPT THE MAP AND TO RECORD THE SAME IN THE PUBLIC RECORDS OF THE COUNTY OF DEKALB, MISSISSIPPI.

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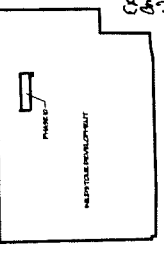
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**MINI-LIFE TABLE**

LOT	AREA
1	1,200
2	1,200
3	1,200
4	1,200
5	1,200
6	1,200
7	1,200
8	1,200
9	1,200
10	1,200
11	1,200
12	1,200
13	1,200
14	1,200
15	1,200
16	1,200
17	1,200
18	1,200
19	1,200
20	1,200
21	1,200
22	1,200

- NOTICE:**
1. DIMENSIONED LOTS ARE SHOWN ON THIS MAP.
  2. ALL LOTS ARE 1200 SQ. FT.
  3. ALL LOTS ARE 1200 SQ. FT.
  4. ALL LOTS ARE 1200 SQ. FT.
  5. ALL LOTS ARE 1200 SQ. FT.
  6. ALL LOTS ARE 1200 SQ. FT.
  7. ALL LOTS ARE 1200 SQ. FT.
  8. ALL LOTS ARE 1200 SQ. FT.
  9. ALL LOTS ARE 1200 SQ. FT.
  10. ALL LOTS ARE 1200 SQ. FT.
  11. ALL LOTS ARE 1200 SQ. FT.
  12. ALL LOTS ARE 1200 SQ. FT.
  13. ALL LOTS ARE 1200 SQ. FT.
  14. ALL LOTS ARE 1200 SQ. FT.
  15. ALL LOTS ARE 1200 SQ. FT.
  16. ALL LOTS ARE 1200 SQ. FT.
  17. ALL LOTS ARE 1200 SQ. FT.
  18. ALL LOTS ARE 1200 SQ. FT.
  19. ALL LOTS ARE 1200 SQ. FT.
  20. ALL LOTS ARE 1200 SQ. FT.
  21. ALL LOTS ARE 1200 SQ. FT.
  22. ALL LOTS ARE 1200 SQ. FT.



*Extended Dedicating Agreement  
Condition of Acceptance filed on  
November 2nd 809 Page 311  
Date 11/21/2018  
Mike Higgins, Chairman  
April 2018*



**WINDSTONE SUBDIVISION**  
SECTION 22, TOWNSHIP 1 SOUTH, RANGE 7 WEST  
OLIVE BRANCH, DEKALB COUNTY, MISSISSIPPI

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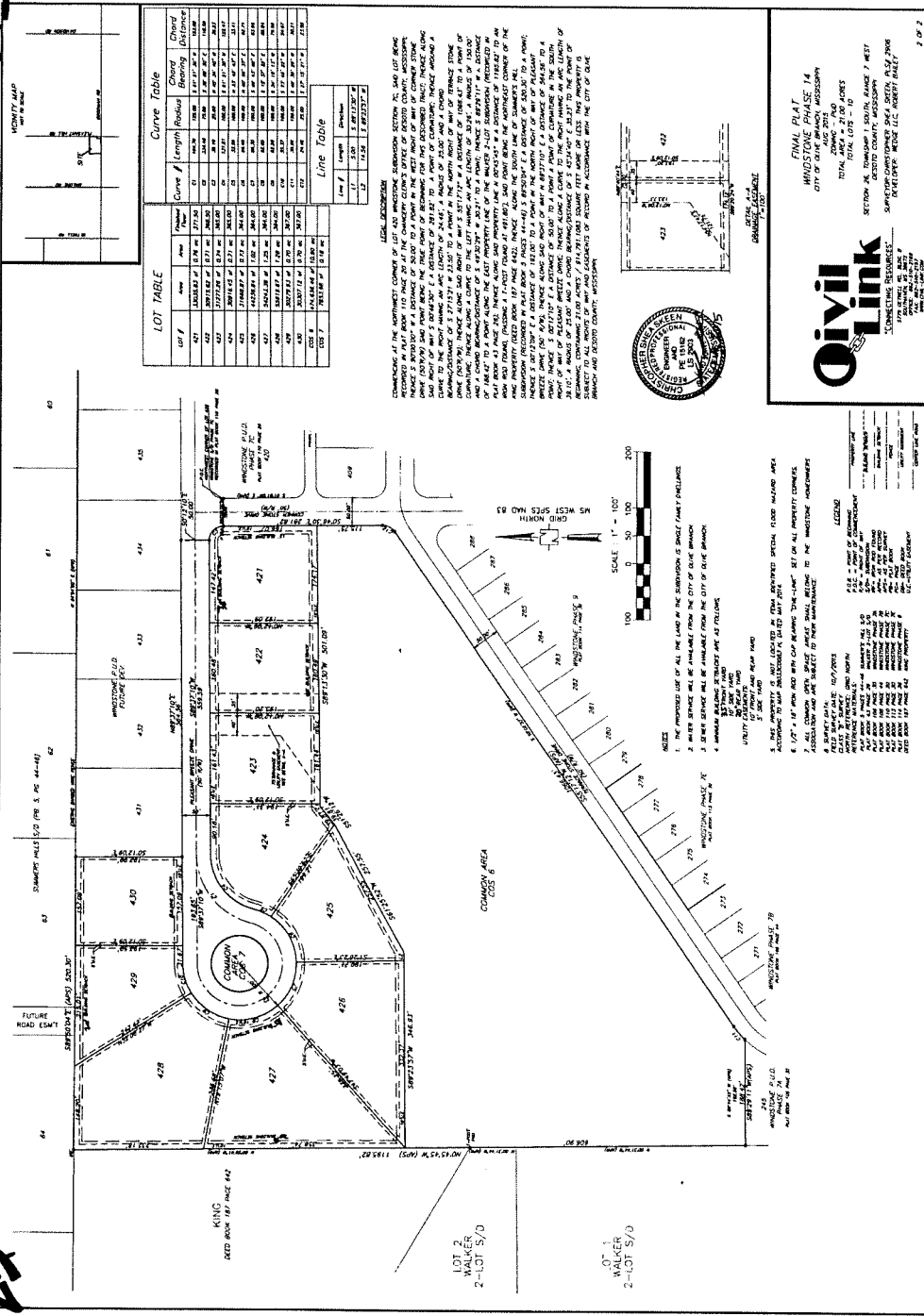








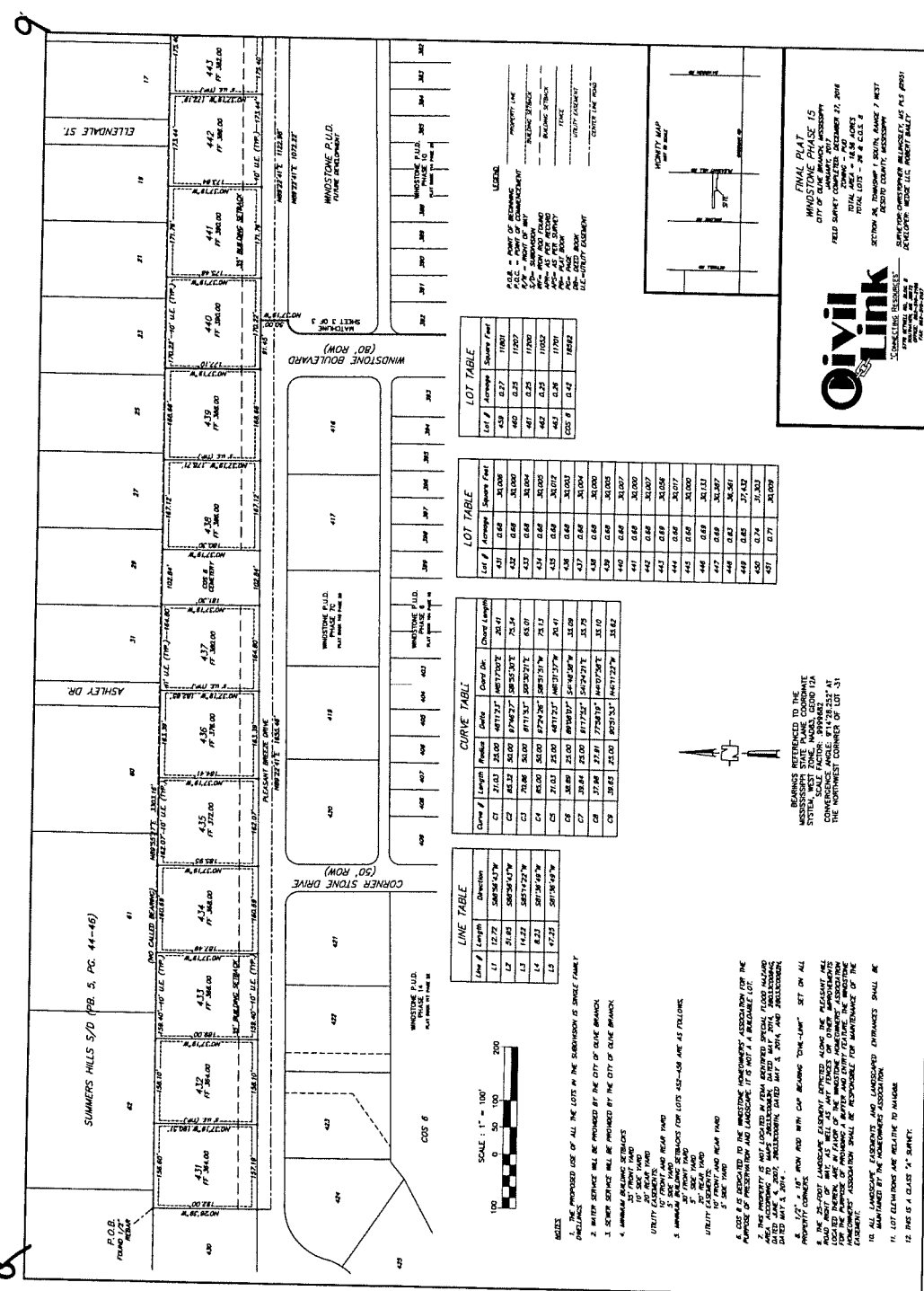
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23

23





**LINE TABLE**

Line #	Length	Bearing	Point	Point On	Point Length
L1	12.72	S84°58'14"W	423	423	12.72
L2	21.45	S87°34'14"W	423	423	21.45
L3	14.22	S85°12'24"W	423	423	14.22
L4	8.23	S87°34'14"W	423	423	8.23
L5	17.25	S87°34'14"W	423	423	17.25

**CURVE TABLE**

Curve #	Length	Radius	Delta	Point On	Point Length
C1	27.03	25.00	48°17'37"	423	27.03
C2	46.32	50.00	87°34'14"	423	46.32
C3	70.06	50.00	87°34'14"	423	70.06
C4	63.00	50.00	87°34'14"	423	63.00
C5	27.03	25.00	48°17'37"	423	27.03
C6	38.84	25.00	87°34'14"	423	38.84
C7	37.88	27.81	77°28'19"	423	37.88
C8	38.63	25.00	80°51'53"	423	38.63

**LOT TABLE**

Lot #	Area	Square Feet
423	0.48	30,000
424	0.68	30,000
425	0.68	30,000
426	0.68	30,000
427	0.68	30,000
428	0.68	30,000
429	0.68	30,000
430	0.68	30,000
431	0.68	30,000
432	0.68	30,000
433	0.68	30,000
434	0.68	30,000
435	0.68	30,000
436	0.68	30,000
437	0.68	30,000
438	0.68	30,000
439	0.68	30,000
440	0.68	30,000
441	0.68	30,000
442	0.68	30,000
443	0.68	30,000
444	0.68	30,000
445	0.68	30,000
446	0.68	30,000
447	0.68	30,000
448	0.68	30,000
449	0.68	30,000
450	0.68	30,000
451	0.68	30,000
452	0.68	30,000
453	0.68	30,000
454	0.68	30,000
455	0.68	30,000
456	0.68	30,000
457	0.68	30,000

**LEGEND**

P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT  
 P.O.T. = POINT OF TANGENCY  
 P.O.S. = POINT OF SIGHT  
 P.O.A. = POINT OF ANGLE  
 P.O.D. = POINT OF DIRECTION  
 P.O.F. = POINT OF FOCUS  
 P.O.G. = POINT OF GRAVITY  
 P.O.H. = POINT OF HORIZONTAL  
 P.O.V. = POINT OF VERTICAL  
 P.O.W. = POINT OF WEIGHT  
 P.O.X. = POINT OF EXTENSION  
 P.O.Y. = POINT OF YIELD  
 P.O.Z. = POINT OF ZONE  
 P.O.1. = POINT OF 1ST ORDER  
 P.O.2. = POINT OF 2ND ORDER  
 P.O.3. = POINT OF 3RD ORDER  
 P.O.4. = POINT OF 4TH ORDER  
 P.O.5. = POINT OF 5TH ORDER  
 P.O.6. = POINT OF 6TH ORDER  
 P.O.7. = POINT OF 7TH ORDER  
 P.O.8. = POINT OF 8TH ORDER  
 P.O.9. = POINT OF 9TH ORDER  
 P.O.10. = POINT OF 10TH ORDER

- THE PROPOSED USE OF ALL THE LOTS IN THE SUBDIVISION IS SINGLE FAMILY DWELLING.
- WATER SERVICE WILL BE PROVIDED BY THE CITY OF ELITE BRANCH.
- SEWER SERVICE WILL BE PROVIDED BY THE CITY OF ELITE BRANCH.
- ANNUAL MAINTENANCE SCHEDULES SHALL BE PROVIDED BY THE CITY OF ELITE BRANCH.
- UTILITY EASEMENTS SHALL BE PROVIDED BY THE CITY OF ELITE BRANCH.
- ANNUAL MAINTENANCE SCHEDULES FOR LOTS 423-438 ARE AS FOLLOWS:  
 1. LOT 423: ANNUAL MAINTENANCE SCHEDULE SHALL BE PROVIDED BY THE CITY OF ELITE BRANCH.  
 2. LOT 424: ANNUAL MAINTENANCE SCHEDULE SHALL BE PROVIDED BY THE CITY OF ELITE BRANCH.  
 3. LOT 425: ANNUAL MAINTENANCE SCHEDULE SHALL BE PROVIDED BY THE CITY OF ELITE BRANCH.  
 4. LOT 426: ANNUAL MAINTENANCE SCHEDULE SHALL BE PROVIDED BY THE CITY OF ELITE BRANCH.  
 5. LOT 427: ANNUAL MAINTENANCE SCHEDULE SHALL BE PROVIDED BY THE CITY OF ELITE BRANCH.  
 6. LOT 428: ANNUAL MAINTENANCE SCHEDULE SHALL BE PROVIDED BY THE CITY OF ELITE BRANCH.  
 7. LOT 429: ANNUAL MAINTENANCE SCHEDULE SHALL BE PROVIDED BY THE CITY OF ELITE BRANCH.  
 8. LOT 430: ANNUAL MAINTENANCE SCHEDULE SHALL BE PROVIDED BY THE CITY OF ELITE BRANCH.  
 9. LOT 431: ANNUAL MAINTENANCE SCHEDULE SHALL BE PROVIDED BY THE CITY OF ELITE BRANCH.  
 10. LOT 432: ANNUAL MAINTENANCE SCHEDULE SHALL BE PROVIDED BY THE CITY OF ELITE BRANCH.  
 11. LOT 433: ANNUAL MAINTENANCE SCHEDULE SHALL BE PROVIDED BY THE CITY OF ELITE BRANCH.  
 12. LOT 434: ANNUAL MAINTENANCE SCHEDULE SHALL BE PROVIDED BY THE CITY OF ELITE BRANCH.  
 13. LOT 435: ANNUAL MAINTENANCE SCHEDULE SHALL BE PROVIDED BY THE CITY OF ELITE BRANCH.  
 14. LOT 436: ANNUAL MAINTENANCE SCHEDULE SHALL BE PROVIDED BY THE CITY OF ELITE BRANCH.  
 15. LOT 437: ANNUAL MAINTENANCE SCHEDULE SHALL BE PROVIDED BY THE CITY OF ELITE BRANCH.  
 16. LOT 438: ANNUAL MAINTENANCE SCHEDULE SHALL BE PROVIDED BY THE CITY OF ELITE BRANCH.
- LOT 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
- LOT 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
- LOT ELEVATIONS ARE RELATIVE TO MAINE 12. THE S.4 CLAS 14 SURVEY.

**Civil Link**

FINAL PLAT  
 WINDSTONE PHASE 15  
 CITY OF ELITE BRANCH, MAINE  
 FIELD SURVEY COMPLETED DECEMBER 21, 2014  
 TOTAL AREA = 64.86 ACRES  
 SECTION 14, RANGE 4, E. 1/4, C. 4  
 SECTION 15, RANGE 4, E. 1/4, C. 4  
 SUPERVISOR CHRISTOPHER BLANKENHORN, AS PL. PROJ.  
 DEVELOPER: WOOD LLC, ROBERT BULLY

2 OF 3



**EXHIBIT "B"**  
**THE BYLAWS**

**BYLAWS OF WINDSTONE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**  
**NAME AND GUIDELINES**

Section 1. NAME. The name of this Association will be the "Windstone Homeowners Association, Inc., a Mississippi nonprofit corporation".

Section 2. GOVERNING LAW. The Association is and shall remain a non-profit corporation, governed by the provisions of the Mississippi Nonprofit Corporation Act, Miss. Code § 79-11-101, *et seq.* (the "Act"), as amended from time to time, except as otherwise provided in these Bylaws, and no part of the net earnings thereof shall inure to any individual Member, except as expressly provided in the Amended and Restated Declaration of Covenants and Restrictions for Windstone Subdivision (the "Declaration"), dated \_\_\_\_\_, 2017, of record in the Chancery Court Clerk's Office of DeSoto County, Mississippi (the "Clerk's Office"), to which these Bylaws are an exhibit, or the Association's Articles of Incorporation.

Section 3. NON-POLITICAL. The Association shall not endorse or align with any political party or candidate for public office.

Section 4. PURPOSES. The Association is formed to serve as the means through which the Members administer, manage, and operate Windstone as such term is defined in the Declaration, under the provisions of Act, as amended from time to time.

Section 5. PRINCIPAL OFFICE. The principal office of the Association shall be located at 4555 Stone Hollow Drive, Olive Branch, DeSoto County, Mississippi 38654, or such other place as may be designated by the Association.

**ARTICLE II**  
**MEMBERSHIP**

Section 1. MEMBERS. Membership in the Association shall be limited to the Members as such term is defined in the Declaration.

Section 2. VOTING RIGHTS. The Owner(s) of record in the Clerk's Office of each Lot within Windstone each shall be entitled to one (1) vote per Lot. If a husband and wife are the Owners, collectively, of a Lot in Windstone such husband and wife, while both Members, will have one (1) vote between them in all matters put before the Membership. If a corporation, partnership, limited liability company, or any other such legal entity shall own a Lot, then such entity shall register with the Secretary the name and office of the individual who will represent such entity at any meeting of the Members and cast such entity's vote.

Section 3. ROSTER OF MEMBERSHIP. The Secretary of the Association shall maintain a roster of the Membership entitled to vote at the meetings as hereinafter provided.

Section 4. PROXIES. Every Member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be filed with the Secretary before being voted. Such proxy shall



entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

Section 5. CONSENTS. Actions required or permitted by the Act, the Articles, or these Bylaws, to be taken at a Member meeting may be taken without a meeting if one or more written consents are signed by all the Members entitled to vote on the action and such consents are delivered to the Secretary.

### ARTICLE III BOARD OF DIRECTORS

Section 1. BOARD OF DIRECTORS. The Association shall be governed by a Board of Directors consisting of nine (9) persons (each being a "Director"). Each Director shall be a Member, as such term is defined in the Declaration. No Member who is delinquent in the payment of his or her assessment or otherwise in default of the Declaration may serve on the Board (in the event a Director becomes delinquent or otherwise in default of the Declaration, then he or she must resign from the Board and the remaining Directors shall elect a Director to fill such position until the next annual meeting of the Members at which time the Membership may elect a replacement to fill such Director's unexpired term).

Section 2. ELECTION OF DIRECTORS. Election of Directors shall be conducted in the following manner:

Except as otherwise provided herein, the Members of the Board of Directors shall be elected by written ballot or written proxy at the annual meeting of the Members and shall serve for a three (3) year term or until their successors are elected and qualified. In addition, the terms of the Directors are to be staggered to ensure that Directors with corporate knowledge of the Association remain on the Board. In order to establish the staggered Board of Directors, beginning with the annual meeting in 2017, the Association shall elect nine (9) Directors, of which three (3) Directors shall serve for a three (3) year term, three (3) Directors shall serve for a two (2) year term, and three (3) Directors shall serve for a one (1) year term. Subsequently, all Directors shall be elected to three (3) years terms. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another association mailing or delivery, including regularly published newsletters, to each Lot Owner entitled to vote, a first notice of the date of the election. Any Lot Owner or other eligible person desiring to be a candidate for the board of Directors must give written notice to the Secretary not less than forty-five (45) days before a scheduled election to be included on the written ballot or ballot/proxy. Additional nominations may be taken from the floor at the annual meeting, but will not be included on any ballot or ballot/proxy sent to the Members in accordance with the notice provisions contained in these Bylaws.

Section 3. ELECTION OF OFFICERS BY BOARD OF DIRECTORS. The Board of Directors shall elect a President, Secretary, and Treasurer. The Board of Directors may, in its discretion, from time to time by a majority vote remove an officer from office with or without cause.

Section 4. QUORUM; VOTING. The attendance of a majority of the Directors of the Board shall constitute a quorum. A simple majority will be required for any binding action, except as otherwise provided herein. Each Director shall be entitled to one (1) vote on all matters before the Board of Directors.

Section 5. QUALIFICATIONS; REMOVAL OF DIRECTORS. To be eligible for or to hold elected office in the Association, a person must be a Member. Except as otherwise provided herein, any Director may be removed by a vote of two-thirds (2/3) of the Members. If a Director is removed by the Members, then a replacement shall be elected at such meeting by the Members.

Section 6. VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by the vote of the Members of the Association shall be filled by the vote of the majority of the remaining Directors or by the sole remaining Director. Each individual so elected shall serve as a Director until a successor is elected to fill the unexpired term at the next annual meeting of the Owners of the Association or at a special meeting of the Owners of the Association called for that purpose. Any Director filling a vacant position shall serve until their successor is elected.

Section 7. NO COMPENSATION. Directors shall serve without compensation.

Section 8. POWERS/DUTIES OF BOARD OF DIRECTORS. Powers and duties of the Board of Directors shall include:

A. The appointment of the Architectural Control Committee (the "ACC"), as such is provided in the Declaration, and all other standing committees and chairpersons thereof. All committees shall derive their direction from the Board of Directors.

B. The appointment of all persons or organizations to serve the Association, including, but not limited to, any professional management company.

C. The filling of vacancies on the Board of Directors until the next annual meeting.

D. The approval of expenditures of Association funds.

E. The establishment of policy for the Association.

F. The dissolution of all standing and other committees.

G. The setting and collection of all annual and special assessments provided in the Declaration.

H. Such other powers and duties as given to them by the Members; or established by the Declaration; or which may be exercised for, on behalf of, and in the best interests of the Association.

I. All other powers of a non-profit corporation as permitted by the Act.

J. Promulgation of reasonable rules and regulations (the "Rules and Regulations") in accordance with the Declaration after written notice to the Members. The Rules and Regulations may be enforced in the reasonable discretion of the Board, including the levying of fines. In the event a fine is levied, it will be treated as an assessment in accordance with Article VI of this Declaration.

#### ARTICLE IV OFFICERS

Section 1. OFFICERS. Following the annual meeting of the Members, the Directors shall elect the following officers by a majority vote of the Directors: President, Vice-President, Secretary and Treasurer.

Section 2. PRESIDENT. The President shall preside at all meetings of the Association and the Board of Directors and shall perform such duties as directed by the Board of Directors.

Section 3. VICE-PRESIDENT. The Vice-President shall preside at all meetings of the Association in the absence of the President and shall perform such other duties as may be requested by the Board of Directors.

Section 4. SECRETARY. The Secretary, or another Board Member as designated, shall be the official custodian of all records of the Association except Membership records, shall keep the minutes of the Association and Board of Directors meetings, shall send all official correspondence in the name of the Association, and shall give all required notices. In no event may the President and Secretary be the same individual.

Section 5. TREASURER. The Treasurer shall keep and be responsible for all funds of the Association and shall keep the Membership records. The funds shall be deposited in an account in the name of the "Windstone Homeowners Association, Inc." The Treasurer shall make a list of all Members which shall include each Member's name, and date joined. The Treasurer shall provide a current list to the Secretary on a periodic basis. The President and Treasurer shall each, individually, have signature authority on bank accounts of the Association. All monies belonging to the Association shall be delivered to the Treasurer and all bills shall be submitted to the Treasurer for payment. The Treasurer shall provide regular reports of transactions and prepare financial statements as directed by the Board of Directors. In the event the Association is professionally managed, the Board may authorize such management company to have signature authority on bank accounts of the Association.

Section 6. DUAL OFFICES. A Director may also serve as an officer and on the ACC.

Section 7. EXECUTION OF INSTRUMENTS. Provided any such document has been approved by the Membership, if necessary and as provided herein, and evidence of such approval is kept with the Association's records, all agreements, contracts, deeds, leases and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by a resolution of the Board of Directors and, in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the President and Secretary. All checks shall be signed by the Treasurer, or in his absence or disability, by the President or any duly elected assistant-treasurer or by such other person or persons as may be designated by resolution of the Board of Directors.

## ARTICLE V MEMBERSHIP MEETINGS

Section 1. ANNUAL MEETING. The annual meeting of the Membership of the Association in each year shall be held between the months of April and June on the particular day, hour, and location as determined and designated by the Board of Directors. Written notification of the Annual Meeting shall be given to the Members as provided in these Bylaws.

Section 2. SPECIAL MEETINGS. Special meetings of the Membership for any purpose may be called (1) by the President or (2) by the Secretary upon written request of thirty-five percent (35%) of the Membership.

Section 3. QUORUM. The presence, either in person or by proxy, of Members representing at least thirty-five percent (35%) of the total votes entitled to be cast shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of the Members.

Section 4. NOTICE. Written notice shall be given to all Members of annual and special meetings, stating the time, place, and purpose for which the meeting is called. Such notice shall be in writing

and shall be mailed to each Member at his or her address as it appears on the books of the Association or may be delivered to his or her Lot not less than seven (7) days nor more than thirty (30) days prior to the meeting. Proof of such mailing or delivery may be given by the written statement of the Secretary or other person giving the notice.

## ARTICLE VI ASSOCIATION RESPONSIBILITIES

Section 1. 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, 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, former officer or Director, may be entitled, including the provisions of Mississippi Code § 79-11-281, as such may be amended from time to time. The Association shall maintain adequate general liability insurance and if obtainable, officers' and Directors' liability insurance to fund this obligation.

Section 2. INSURANCE. The Association shall, as determined by the Board of Directors in its sole discretion, obtain and maintain at all times as a common expense insurance as required by the Declaration.

## ARTICLE VII PROCEDURE

The President shall regulate and govern all debate and action by the Board of Directors and the Membership at any meeting in a manner, which promotes a fair exchange of views, and the efficient dispatch of business. When resort to rules of procedure becomes necessary, business may be governed by Robert's Rules of Order.

## ARTICLE VIII AMENDMENTS

Section 1. AMENDMENTS. Amendments to these Bylaws may be effected as follows:

Section 2. BY THE ASSOCIATION. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either (i) by a majority of the Board of Directors of the Association or (ii) by not less than thirty-five percent (35%) of the Members of the Association. Except as elsewhere provided, approvals of proposed amendments must be by the affirmative vote of Members holding two-thirds (2/3) of all Member votes. Records of all votes authorizing an amendment to this Declaration shall be kept with the minutes of the Association.

Section 3. EXECUTION AND RECORDING. In order to be effective an amendment must be (i) executed by the President and Secretary of the Association, with evidence authorizing such execution placed with the minutes of the Association and (ii) recorded in the Clerk's Office.

### ARTICLE IX FINANCES

Section 1. FISCAL YEAR. The fiscal year shall commence on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each year. The Board of Directors may establish a different fiscal year and must notify each of the then existing Members of the change.

Section 2. DEPOSITORY AND CHECKS. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. All checks or demands for money and notes of the Association shall be signed by one (1) of the following officers: President, Treasurer, and/or any other Director designated by a vote of the Board of Directors. The Board of Directors, by resolution, may require more than one (1) signature. In addition, the Board may authorize its professional managing agent to have signature authority on the bank accounts of the Association.

Section 3. ANNUAL BUDGET. The Board of Directors shall propose an annual budget each year and may mail a copy of the Association's proposed annual budget of common expenses to each Member not less than ten (10) days prior to the meeting of the Board of Directors at which the budget will be considered together with a notice of that meeting. Such meeting of the Board of Directors shall be open to all Members. Copies of the annual budget shall be available to all Members upon request.

Section 4. FIDELITY BONDS. The Board of Directors, in its sole and absolute discretion, may require fidelity bonds on all or any officers, employees, and agents of the Association or the Board and any other persons responsible for funds of the Association. The Board of the Administration shall determine the amount of such bonds. Premiums on such bonds shall be paid by the Association.

### ARTICLE X NOTICES

Section 1. NOTICE. Whenever, under the provisions of the Act, the charter, or these Bylaws, notice is required to be given to any Director or Member, it shall be construed to mean either personal notice, or notice given in writing by mail by depositing the same in the Post Office or letter box in a postpaid envelope addressed to such Director or Member as their name appears on the books of the Association.

Section 2. WAIVER OF NOTICE. Whenever any notice is required to be given under the provisions of the Act, the charter, the Declaration or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed to be equivalent to the required notice.

### ARTICLE XI OFFICIAL RECORDS

The Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

- A. The plans, permits, warranties, and other items provided by the Developer, if any.

- B. A photocopy of the recorded Declaration and all amendments thereto.
- C. A photocopy of the recorded Bylaws of the Association and all amendments thereto.
- D. A certified copy of the Articles and all amendments thereto.
- E. A copy of the current Association's rules and regulations, if any.
- F. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of the Members, which minutes shall be retained for a period of not less than seven (7) years.
- G. A current roster of all Members, their mailing addresses, lot identifications, voting certifications, e-mail addresses (if possible), and if known telephone numbers.
- H. All current insurance policies of the Association.
- I. A current copy of any management agreement, lease, agreement, or other contract to which the Association is a party or under which the Association or the Members have an obligation or responsibility.
- J. Bills of sale or transfer for all property owned by the Association.
- K. Accounting records for the Association according to generally accepted accounting practices.
- L. Voting proxies, which shall be maintained for a period of one year from date of the meeting for which the proxy was given.

**ARTICLE XII**  
**PARTIAL CONDEMNATION OF COMMON AREA**

The Association, through the action of the Board of Directors, shall have the power to convey a portion of the Common Area to a condemning authority for the purpose of providing utility easements, rights of ways expansion, or other public purposes, whether negotiated or as the result of eminent domain proceedings.

**ARTICLE XIII**  
**WRITTEN INQUIRIES BY MEMBERS**

When a Member files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Member within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that a legal opinion has been requested. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

The Association may through its Board of Directors adopt reasonable rules and regulations regarding the frequency and manner of responding to Member inquires, one of which may be that the association is only obligated to respond to one written inquiry per Lot in any given thirty (30) day period.

In such a case, any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period, or periods, as applicable.

**ARTICLE XIV**  
**MISCELLANEOUS**

Section 1. CHOICE OF LAW. These Bylaws have been executed in the State of Mississippi, and shall be construed, performed and enforced in accordance with the laws of the State of Mississippi.


Section 2. SEVERABILITY. In the event any provision of these Bylaws shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of these Bylaws shall nonetheless remain in full force and effect so long as the substantial benefits of the parties to be derived from these Bylaws and the performance hereof are not adversely affected by the elimination of such provision(s).

Section 3. ENTIRE AGREEMENT. These Bylaws constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, writings, and agreements.

Section 4. BINDING EFFECT. The terms of these Bylaws and the respective covenants, provisions, terms, conditions, and agreements herein contained shall be binding upon the parties hereto, their heirs, devisees, successors, and assigns.

Section 5. CONFLICT WITH THE DECLARATION. In the event there is any conflict between the terms and provisions of the Declaration and these Bylaws, the Declaration shall control.

I certify that these Bylaws were adopted by the Association as of this 11<sup>th</sup> day of October 2017.

  
BONNIE T. BOLWE, President