

For Ratification & Adoption  
of Covenants  
See Book 1232 Page 757  
Steve Dungan, CC 5-8-00  
By - Charles D

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AMENDED AND COMBINED

BOOK 1180 PAGE 258

DECLARATION  
OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

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FOR

CHERRY HILL PLANTATION	-	PHASE I
CHERRY HILL PLANTATION	-	PHASE II
CHERRY HILL PLANTATION	-	PHASE III-A
CHERRY HILL PLANTATION	-	PHASE III-B
CHERRY HILL PLANTATION	-	PHASE IV

This Amended and Combined Declaration of Protective Covenants, Conditions and Restrictions made this the 24th day of June, 1999 by Cherry Hill Plantation, L.P., a Mississippi limited partnership, to be effective as of said date when adopted in separate instruments by the owners of two-thirds of the acres of the respective subdivisions known as Cherry Hill Plantation, Phases I, II, III-A, III-B and IV.

WHEREAS, on November 21, 1990 O.J. Sharpe, Jr. et al. executed a Declaration of Protective Covenants, Conditions and Restrictions (Declaration) with respect to Phase I of Cherry Hill Plantation Subdivision, which Declaration was filed for record in Book 727 at Page 197 which Declaration was amended by that certain First Amendment dated November 21, 1990, executed by O.J. Sharpe, Jr. et al. and recorded in Book 744 at Page 358 and which survey plat of Phase I appears in Cabinet C at Slide 68; and

WHEREAS, on August 7, 1992, O.J. Sharpe, Jr. et al. executed a Partial Assignment to Cherry Hill Plantation Property Owners' Association, Inc., (CHPPOA) with respect to certain rights under the Declaration with respect to Phase I of Cherry Hill Plantation Subdivision which Partial Assignment was recorded in Book 789 at Page 648; and

WHEREAS, on August 13, 1992 certain property owners in Cherry Hill Plantation Subdivision caused Cherry Hill Plantation Property Owners' Association, Inc., a Mississippi non-profit corporation, to be chartered; and

WHEREAS, on March 19, 1993 O.J. Sharpe, Sr. et al. executed a Declaration with respect to Phase II of Cherry Hill Plantation Subdivision which Declaration was filed for record in Book 818 at Page 610, with the survey plat of Phase II being in Cabinet C at Slide 107; and

WHEREAS, on March 19, 1993, O. J. Sharpe, Sr. et al. executed a Declaration with respect to Phase III-B of Cherry Hill Plantation Subdivision which Partial Assignment was filed for record in Book 895 at Page 47, with the survey plat of said Phase III-B being of record in Cabinet C at Slide 138; and

WHEREAS, on March 20, 1996, Cherry Hill Plantation Limited Partnership, a Mississippi limited partnership, executed a Declaration with respect to Phase III-A of Cherry Hill Plantation Subdivision which Declaration was filed for record in Book 981 at Page 498, with the survey plat of said Phase III-A being of record in Cabinet C at Slide 171; and

WHEREAS, on April 6, 1998 Cherry Hill Plantation, L.P., a Mississippi limited partnership executed a Declaration with respect to Phase IV of Cherry Hill Plantation Subdivision which Declaration was filed for record in Book 1098 at Page 245 with the survey plat of said Phase IV being of record in Cabinet D at Slide 11; and

WHEREAS Cherry Hill Plantation L.P. , a Mississippi limited partnership, Declarant in the Declarations with respect to Phases III-A and IV and successor in title and rights to O.J. Sharpe, Sr., Mary Anne Sharpe Narron, Karen Gayle Sharpe Deem and Myrtle Kathryn Sharpe Leemoore with respect to Phases I, II and III-A of Cherry Hill Plantation subdivisions and certain owners of land in each of the respective Phases of Cherry Hill Plantation desire to combine all of the Declarations cited above into one Declaration, so that upon the combining and amending as provided for herein Phases I, II, III-A, III-B and IV of the Cherry Hill Plantation Subdivisions

will be covered and affected by one Declaration of Protective Covenants, Conditions and Restriction.

NOW, THEREFORE, the undersigned Cherry Hill Plantation Limited Partnership and the owners in the Cherry Hill Plantation Subdivision who shall hereinafter adopt, ratify and confirm this combined and Amended Declaration of Protective Covenants, Conditions and Restrictions for the Cherry Hill Plantation Subdivision do hereby agree covenant and stipulate that Cherry Hill Plantation Subdivision Phase I, II, III-A, III-B and IV shall be covered and affective by a single Declaration and the terms and provisions of said single declaration shall read and provide as hereinafter set forth:

**ARTICLE 1 - ARCHITECTURAL REVIEW COMMITTEE**

**1.1 Architectural Review**

Two copies of architectural plans for all residences, outbuildings, fences, and all foundation and lot landscaping plans shall be submitted to and approved by the CHPPOA or its agent prior to construction thereof. CHPPOA approval shall also be required for other exterior improvements such as satellite dishes and radio antennas. If there is an alteration in the original plans or any exhibit thereto, approval of such alteration shall be submitted to and approved by the CHPPOA or agent before proceeding with the plans so altered. CHPPOA may have an architect perform any review of any plan submitted by any property owner. The property owner submitting any plan shall include and pay the cost of said architect's fee by submitting remittance therefore along with the filing of the plan.

No Structure, whether a residence, accessory building, tennis court, swimming pool, pond, fence, wall, exterior lighting, satellite dish, radio antenna, or other improvement, shall be constructed or maintained upon any site and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and site plans therefore, showing the exterior design, height, building material and color scheme thereof, the

location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing walls, and windbreaks and the grading plan shall have been submitted to the Architectural Review Committee and approved in writing by the Board of Directors, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Architectural Review Committee. Repainting with the same color scheme does not require any plan submission or approval. Replacing landscape plants with plants of similar type and size does not require any plan submission or approval.

The Architectural Review Committee shall exercise its best judgement to see that all improvements, construction, landscaping and alterations on lands within the properties conform to and harmonize with existing surroundings and structures.

The Architectural Review Committee will establish and maintain a list of commonly accepted and approved materials including color schemes.

#### 1.2 Review Process

The Architectural Review Committee shall provide recommendations to the Board of Directors on all plans and requests. The Board of Directors will make every reasonable effort to approve or disapprove all plans and requests within ten (10) working days after submission. An approved copy of the plans will be returned to the property owner and a copy will be retained by the Architectural Review Committee.

Neither the Architectural Review Committee nor the Board of Directors shall be liable in damage to any person submitting requests for approval or to any owner within the properties by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests. The Architectural Review Committee may recommend that the Board refuse approval on any grounds, including purely aesthetic conditions. Any adverse ruling may be appealed to the Board of Directors.

The Architectural Review Committee may charge a reasonable and customary architect's fee for its services in reviewing the plans and specifications. This fee is for professional review of the plans and is only required for review of plans for the main residence or primary outbuildings and monitoring the adherence to those plans.

The Board of Directors of the Association shall appoint the members of the Architectural Review Committee for terms of one year. The board may remove any committee member at its discretion prior to completion of his/her term of office for cause or specific failure to perform his/her duties.

### 1.3 Types of Structures Permitted

All of the lots in Cherry Hill Plantation shall be used for single family residential purposes only. The term "single family residential purposes" as used herein shall be held and construed to exclude among other things, hospitals, duplex houses, apartment houses, garage apartments, and to exclude commercial and professional use, except a personal office in the home, and these covenants do hereby prohibit such usage for any lot.

No structures shall be erected, altered, replaced or permitted to remain on any of the above described lots in said subdivision other than single family dwellings not exceeding two stories in height above the first floor building foundation, together with the usual and customary outbuildings such as garages.

All buildings erected on any of the above-described lots shall be of new construction. No trailer, manufactured home, mobile home, or prefabricated home shall be placed on any lot. A manufactured home, mobile home, or prefabricated home, as used herein, means any dwelling which as a whole or in components is fabricated elsewhere and removed to the lot. Pre-existing homes, buildings of any kind or components thereof may not be moved to the lot.

**1.4 Subdivision of Lots/Combination of Lots**

No lots shall be subdivided into two or more sites.

If two or more lots are owned by the same person or persons, the setbacks set out below will apply to the outer boundaries of the combined lots.

If two or more lots are owned by the same person or persons, and no use or conveyance has been made of the easements reserved below running along the common boundary of the combined lots, and if the CHPPOA determines that said easement along said common boundary will not likely be necessary to serve other lots, the CHPPOA may release said easement upon request of the owner of the combined lots.

**1.5 Setbacks**

No residence, garage or outbuilding shall be closer than one hundred (100) feet to the front or rear lot line nor closer than fifty (50) feet to the side lot line of any lot unless the owner of such lot shall have received written permission from CHPPOA to so construct said residence, garage or outbuilding. CHPPOA permission shall be recorded in the office of the Chancery Clerk of Madison County, Mississippi by the homeowner. Notwithstanding these provisions, because of the lot configurations, the CHPPOA or its agent reserves the right to approve the location (to be built or rebuilt) of any structure on each lot.

**1.6 Primary Residence**

Construction of a primary residence must commence within three (3) years from the date of purchase of any Lot (from the Declarant). All construction once started shall be expeditiously pursued until completion.

The CHPPOA requires all new residential construction to meet, at a minimum, the Southern Building Code as required by the County of Madison.

All homes built must contain a minimum of two thousand four hundred (2,400) square feet of heated and cooled living area. Any home built before the date of these amended covenants shall be deemed acceptable for the purposes of this section.

#### 1.7 Building Materials

The use of concrete blocks, vinyl siding or asbestos siding, logs or other materials that look like logs is expressly prohibited as exterior finish building materials. All exterior brick shall be submitted to and approved by CHPPOA before construction.

All windows shall be metal clad or vinyl clad wood windows.

Architectural style shingles are required. Shake or slate roofs are permitted. There shall be no black, white or green rooftop shingles in Cherry Hill Plantation. No metallic roofs are allowed. Any resident who does not currently comply with this rule is required to upgrade to an architectural style roofing when roofing is replaced.

#### 1.8 Garages

There shall be no open carports facing any street in Cherry Hill Plantation. Garages on primary residences and outbuildings with garage style doors shall have a closeable garage door. The doors thereon shall be kept closed except when exiting, or entering the garage or when garage is in use.

**1.9 Driveways**

All driveways located on any lot shall be constructed using washed or brushed concrete or stone pavers. No other construction material may be used without CHPPOA's prior written approval. However, those residences that, as of the date of this covenant revision, have asphalt or gravel driveways shall be exempt from this requirement, provided that they are well maintained to correct deterioration, pot holes, and obvious signs of wear and aging. In the event that a resurfacing process is deemed necessary to replace an existing driveway, the new driveway shall be approved by the CHPPOA and the driveway shall be constructed of washed or brushed concrete or stone pavers.

**1.10 Outbuildings**

The size of any outbuilding constructed on any lot shall not exceed the greater of one thousand (1000) square feet or twenty-five percent (25.0%) of the square footage of the main residence built on that lot. The outbuilding may not exceed the height of the main residence.

All construction once started shall be expeditiously pursued until completion.

All outbuildings shall be constructed in such a manner that they will have the identical architectural style, including exterior materials, shingles and roof pitch as the main residence.

No structure or outbuilding shall be constructed on any lot before a home is built on such lot or on a contiguous lot if owned by the same owner.

**1.11 Exterior Maintenance**

The structures and grounds of each site shall be maintained in a neat and attractive manner. Lot owners and builders are responsible for keeping their lots clean and preventing construction debris from blowing to other lots. No trash, ashes or other refuse may be thrown, stored or



dumped on any lot. No building materials of any kind or character may be placed or stored upon said property, except during construction of improvements, and no longer than thirty (30) days after date of occupancy. Thereafter all building materials on said property shall be stored in a neat, orderly and unobstructive manner and properly screened, and said building materials shall be limited to those which are reasonably necessary for the construction of or the maintenance of the residence or other outbuildings located thereon.

Grass in non-wooded areas of unimproved lots shall not be longer than nine (9) inches.

The CHPPOA may provide certain specialized services such as grass cutting and other services as deemed necessary by the CHPPOA for maintaining the beauty, neatness, and livability of the property in need of maintenance. The CHPPOA may have such services performed after giving two (2) weeks (fourteen (14) calendar days) notice to the property owner by certified letter. The cost of such service shall be billed to the recipients.

#### **1.12 Destroyed Property**

Any residence or building or improvement that is destroyed partially or totally by fire, storm, or any other means shall be repaired or demolished within a reasonable time and the property restored to an orderly and attractive condition. However, the lot owner is not required to rebuild the structure as it existed prior to damage. To rebuild a residence, the property owner must comply with these covenants as if building for the first time.

#### **1.13 Signs**

The following types of signs are allowed on any property. All other types and sizes of signs, billboards, posters, or other advertising devices of any character including builders' identifying signs require the prior written approval of the Architectural Review Committee. Approved signs are;

- A. CHPPOA authorized signs identifying the project.
- B. "For Sale" signs not exceeding four (4) square feet.
- C. Signs identifying the owner of the property not exceeding two (2) square feet in size.
- D. Signs identifying the home security system not to exceed one (1) square foot in size.
- E. Signs identifying builders, bank financing, or repairs and remodeling work, may be displayed only while the work is being done.

**1.14 Fences**

Chain-link, barbed wire or any type wire fence is prohibited. No fence shall exceed 6 feet in height.

**1.15 Landscaping**

Each home shall require a minimum expenditure of three thousand dollars (\$ 3,000) in foundation landscaping. A planting plan shall be submitted with house plans and plans for all outbuildings for approval to the CHPPOA or its agent prior to its installation. Planting must be completed in accordance with the planting plan before occupancy or within six (6) month's occupancy of home.

Nothing in this covenant will prevent the Lot Owner from planting additional plants, trees, and/or shrubs after completion of the initial planting plan. Subsequent planting does not require pre-approval of the CHPPOA.

Foundation planting shall consist of plant materials and spacing anticipated under normal growth habits to fully screen foundation front and sides of house within five (5) years from date of

occupancy of home. Enough evergreen plant materials shall be used to provide screening of foundation on a year-round basis.

AC units shall be screened from view of neighboring houses and the street. Evergreen shrubs anticipated under normal growth habits to fully screen the unit within five (5) years from date of occupancy may be used. Alternatively, wooden or brick fencing may be used. Said brick must be identical to that of the primary structure. Wooden fencing must be pressure treated and left natural or painted to match the exterior of the house.

The CHPPOA may have the planting plan installed after giving two (2) weeks fourteen (14) calendar days notice to the property owner by word of mouth, U.S. Mail, or by periodic newsletter distributed to property owner. The cost of such installation shall be billed to the recipients and shall constitute a lien upon such property. Interest will accrue at two percent (2%) above prime per annum until payment is made or lien is satisfied. The cost of such installation shall be billed to the property owner and if not paid in full shall become a lien on the property pursuant to this Declaration.

#### **1.16 Antennas and Satellite Dishes**

All residents may use, without prior approval, a microwave type receiving antenna used for television reception. All satellite dishes approved herein must be black or dark gray in color and no larger than 3 feet in diameter. All satellite dishes, including Direct TV, Dish TV, and Primestar types so approved shall be located in the side or back yard of each lot and shall be in an inconspicuous location near the residence. No radio or television antenna shall rise more than fifty (50) feet above ground level, base included.

#### **1.17 Exterior Lighting**

Any exterior lighting installed on any site shall be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent properties.

#### 1.18 Parking

BOOK 1180 PAGE 269

No equipment, cars, trucks or other movable vehicles (including trailers) which require payment of taxes and purchase of license plates shall be kept on any lot unless the owner thereof has paid taxes on such vehicles. Said vehicles shall be kept to the rear of the dwelling structure. Disabled vehicles not requiring the payment of taxes or purchase of license plates are prohibited and shall be removed therefrom.

No commercial vehicles with more than two axles or six wheels shall be stored on any lot or at any residence in Cherry Hill Plantation subdivision. Exceptions for unusual circumstances concerning vehicle storage may be made at the discretion of the Board of Directors of the CHPPOA.

With the exception of passenger vehicles, no more than two (2) items whether they be boats, tractors, trailers, campers, or lawn mowers shall be stored outside on any lot and must be screened from the street. The above mentioned items may not be parked on the street. Aesthetic screening or partial screening shall consist of fencing or plantings. Screening plants or low growing trees must be evergreen which keep dense foliage or leaves year round. These plantings are not required to screen parked or stored items completely from view of the street. However, they are to provide an aesthetic view.

#### 1.19 Pets

Non-domestic animals may not be kept on any lot. Pit Bull dogs are specifically prohibited from this subdivision. No kennels or pens may be constructed or used for the care and housing of a large number of animals. All pets shall be registered, licensed and inoculated as required by law.

No more than four (4) dogs may be regularly housed at any residence. Regardless of number, whether four or less, the keeping of said animals shall be such as to not constitute an annoyance or nuisance to the neighborhood.

Permitted animals must remain on the owner's property. When off the property, they must be on a leash or under the verbal command of the owner.

**1.20 Clotheslines**

Outside clotheslines shall not be visible from neighboring houses nor from the street.

**1.21 Mailboxes**

Mailbox posts shall be constructed of a decorative wooden 4x4 painted hunter green. A plan for a decorative mailbox post may be submitted for approval. Mailboxes will be class 1 and black in color. On all new construction mailboxes specifically designed for Cherry Hill Plantation by Copper Sculptures, Inc. will be purchased by the homeowners and no other mailbox will be allowed.

**1.22 Sewage Systems**

All sewage disposal systems hereinafter installed shall be individual sewer treatment systems and shall be approved by the Mississippi State Board of Health.

No septic tanks are permitted.

No wastewater discharge shall be allowed to drain onto any adjoining property.



political jurisdiction either now or in the future shall be bonded and shall show proof of such bonding to the CHPPOA prior to their commencement of any type construction work, whether new construction, repair construction, or replacement to any and all utilities in the ground or above the ground and for any damage done to the road surfaces, subsurface or drainage thereof. A ground transformer shall service all electrical utility service to any property. There shall be no transformers located on any power pole.

No structures shall be erected on any portion of any lot which portion is subject to any easement for travel, drainage or utilities.

**1.25 Drainage**

No property owner shall impede or divert the flow of any stream, creek or watercourse without CHPPOA's prior written consent.

**1.26 Title**

The title conveyed to purchasers of lots in Cherry Hill Plantation shall not in any event be held or construed to include the title to the water, gas, sewer, TV or other communication transmission cables, electric light, electric power, telephone, telegraph line, poles or conduits or any other utility or appurtenances thereon constructed by the CHPPOA, its successor or assigns or by any utility company upon said property to serve said property. The right and easement to maintain, sell, repair or lease such lines, utilities and appurtenances by CHPPOA, his successors or assigns to any public service corporation or any other parties is hereby expressly reserved to the CHPPOA.

**1.27 Formal Complaints**

If any lot owner can not resolve an issue regarding these covenants by discussing the issue with the owner of the lot in question, the complaint shall be made to the CHPPOA in writing,

specifying the nature of the complaint and what action would be required to resolve the complaint. The CHPPOA Board of Directors will then hear the matter either at the next regularly scheduled meeting, or in the case of an immediate need for action, by a special convening of the CHPPOA Board of Directors.

#### 1.28 Enforcement

If any owner(s) of any property which is subject to the covenants or their successors in title or any of them or their heirs, devisees or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the CHPPOA, their assigns or successors or any lot owner of any lot within the subdivision may seek to enforce the covenant by arbitration. The matter will be submitted to a single arbitration judge who will be selected under the rules and procedures established by the American Arbitration Association and the arbitration hearing will be conducted under the rules and regulations of said association. The arbitration judgment may be enforced under the assessment provisions of these covenants by any legal means for the enforcement of judgments under Mississippi law. The arbitration judge is authorized to issue injunctive relief or other equitable remedies and money judgments where such relief is an appropriate remedy.

All of the restrictions, covenants, and reservations appearing herein as well as those appearing in any deed or other conveyance for any lot shall be construed together but if any one of the same shall be held to be invalid or for any reason not in force or enforceable none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

#### 1.29 Grandfather Clause

All lot owners of record on the date of ratification of these covenants of unimproved lots will be allowed to continue to conform to Article 1 of the original covenants for the phase in which their property exists. If the ownership of an unimproved lot changes, Article 1 of these new covenants will apply.



All existing improvements in compliance with the original covenants (on file with the County of Madison) in effect immediately prior to ratification of this version will be declared in compliance under the new covenants.

**1.30 General Provisions**

These covenants are to run with the land and shall be binding on all parties of persons owning said land or any part hereof and claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall continue to run with the land for consecutive subsequent terms of ten (10) years each, unless action is taken by the owners of the lots to terminate covenants. These covenants may be amended at any time by a vote of two-thirds (2/3) of the lot owners in good standing as referenced in Article II, Section 2.7 with each property's owners or lot owner of record allowed to cast one vote per lot. Such Declaration shall be amended by a written instrument signed by the owners of two-thirds (2/3) of such lots and shall be effective from the time it is recorded in the appropriate public land records.

The Declarant assigns his rights herein to the Cherry Hill Plantation Property Owners' Association, Incorporated, its successors and assigns, to whom such rights have been granted to exercise authority over all matters pertaining to Phases I, II, III-A and III-B, and IV of Cherry Hill Plantation Subdivision. The Declarant makes it herein known that all covenants pertaining to Phases I, II, III-A and III-B, and IV are hereby combined into one inclusive amended covenant and that all new lots developed and sold as Cherry Hill Plantation Subdivision shall be subject to and governed by these same combined and amended covenants.

These covenants require the owners of lots in Cherry Hill Plantation, with the exception of the Declarant, be a member of the established property owners' association and be subject to and regulated by the rules, regulations and assessments levied by said property owners' association.

ARTICLE 2 - PROPERTY OWNERS' ASSOCIATION

**2.1 Recitals**

WHEREAS, the Declarant deems it desirable for the efficient preservation of the values and amenities in Cherry Hill Plantation Subdivision, Phases I, II and III-A and III-B, and IV. Any newly developed phases of Cherry Hill Plantation Subdivision as released by the Declarant, thereof, to create a Committee which can and shall be delegated and assigned the powers and duties of maintaining and administering the same and any other common areas which may be designated as such and to administer and enforce the hereinafter set forth amended covenants and restrictions and to collect and disburse the charges and Assessments hereinafter specified; and

WHEREAS, the Declarant has caused to be formed a Committee, hereinafter known as the CHERRY HILL PLANTATION PROPERTY OWNERS' ASSOCIATION, INC., (CHPPOA), which has as its purpose the carrying out of the powers and duties mentioned herein these amended covenants as may be specified by a majority vote of the members.

NOW, THEREFORE, the Declarant does hereby publish and declare that the following amended terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the title to the land of those lots known as Cherry Hill Plantation Subdivision and shall be a benefit and a burden to any person acquiring or owning an interest in the subject real property and improvements, their grantees, successors, heirs, executors, administrators, devised, and assigns.

**2.2 Property Involved**

The property geographically known as CHERRY HILL PLANTATION SUBDIVISION.

Situated on Cherry Hill Plantation Subdivision, Phase I is a lake known as Lake Kristin. In Addendum A to this Combined and Amended Declaration contains covenants and restrictions with respect to said Lake Kristin, which lake is for the use of lot owners abutting said lake no other owner in Phase I or any other Phase of Cherry Hill Plantation subdivisions has any rights therein.

Situated on Cherry Hill Plantation Subdivision, Phase II, is a lake known as Lake Windsor. Addendum B to this Combined and Amended Declaration contains covenants and restrictions with respect to said Lake Windsor, which lake is for the use of lot owners abutting said lake no other owner in Phase II or any other Phase of Cherry Hill Plantation subdivisions has any rights therein.

This Combined and Amended Declaration will be filed for record upon the execution by Cherry Hill Plantation Limited Partnership and by Cherry Hill Plantation Property Owners' Association, Inc., the Declarants and as landowners within the respective subdivisions with this Combined and Amended Declaration to be ratified, adopted and confirmed by the land and lot owners in separate instruments. This Combined and Amended Declaration shall become effective and will be deemed in full force and when it has been adopted, ratified or confirmed by the owners of two-thirds of the acres in each of the Phases, respectively that is to say in order to become effective it is necessary that two-thirds of owners of the land area each of Phase I, II, III-A, III-B and IV will have joined in this instrument. If two-thirds of one or more Phases approve and ratify these amended covenants they will become effective as to said Phases upon recording of proof of said ratification.

### 2.3 Covenant of Compliance by Owners

Every person or persons who accepts a deed to property, whether or not it shall be so expressed in the deed of conveyance, covenants that they will faithfully comply with and abide by the letter and spirit of the provisions of this Declaration and the rules and regulations of the Cherry Hill Plantation Home Owners Association, Inc. By Laws as they may be constituted and as they may

be lawfully amended from time to time. It is the responsibility of the seller to supply a copy of all current covenants and bylaws in effect at the time of transfer.

#### **2.4 Prohibited Ownership**

Every person who accepts a deed to property covenants that he or she will not convey any property to a corporation, partnership, association or group of any kind. This provision applies to the title of a lessee as well as to the title of a fee owner. A trustee, however, for a limited period of one (1) year because of foreclosure or other involuntary acquisition, may hold title to property subject to these amended covenants so long as all of the covenants hereof are observed. A retirement plan may not own title to any property. An estate may hold title to real property or a lot or lots for up to two (2) years as long as all of the covenants are observed. The CHPPOA referred to hereafter may waive the provisions of this section with only good cause.

#### **2.5 Membership**

Each owner of property shall be a member of the Cherry Hill Plantation Property Owners' Association, Inc. and this membership shall be inseparable or appurtenant to and shall pass with the title to each parcel of property. Property with multiple ownership shall be entitled to one Membership and the co-owners shall designate in writing one of the owners to act as their respective representative.

#### **2.6 Board of Directors**

The affairs of the Association shall be managed and controlled by the Board of Directors of Cherry Hill Plantation Property Owners' Association, Inc. which shall have all of the power and authority necessary or appropriate for such management of control. The Board of Directors may consist of the number of individuals as prescribed in the Bylaws, or it may by means of this Declaration, establish a more diverse representation of its' members. The Board of Directors shall be nominated and voted upon by members in good standing as outlined in Section 3.03.

The Board of Directors shall have such officers as are prescribed by the Bylaws and shall choose such officers in the manner prescribed by the Bylaws. The officers shall conduct affairs of the CHPPOA and implement the policies and decisions of the Board of Directors.

### 2.7 Voting Rights

Every real property owner or lot owner of record with all Assessment fees, past due Assessment fees and any accrued interest paid in full by July 1st of each calendar year to the CHPPOA shall have one vote on all matters and/or purposes. A grace period of twenty-one (21) days (until July 21 at 6:00 P.M.) will be allowed for any member to pay all Assessments, past due Assessment fees and any accrued interest. If a members Assessment fee, past due Assessment fees and any accrued interest are paid after this grace period date, a waiting period of three (3) months shall occur from the date payment is made and documented by the CHPPOA Board of Directors prior to that member being allowed to vote on any matter and/or purpose. If the fee title to any property is owned of record by more than one person, the vote appurtenant to such property may be exercised by only one of the fee owners thereof as designated in writing by the other co-owner of the subject property. All votes must be documented in writing. . If a real property owner or lot owner is in arrears in their Assessment fee or past due Assessment fees and any accrued interest owed to the CHPPOA, the lot, lots or real property they own in fee title shall not count when calculating the total number needed to constitute a majority vote. The CHPPOA, Inc. Bylaws may contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including, but not limited to, the election of individuals to the Board of Directors or as Officers.

ARTICLE 3 - COVENANT FOR ASSESSMENT

BOOK 1180 PAGE 279

**3.1 Personal obligation for Assessments**

The Declarant hereby covenants and each owner of any lot by acceptance of the deed therefor, whether or not a Dwelling has been constructed, is deemed to covenant and agree to pay to the CHPPOA the following:

A. Assessment is payable at the time the owner acquires fee title to any lot or dwelling from the Declarant. The Assessment will be due at closing and will be prorated to the nearest quarter in the amount of One Hundred Dollars (\$100.00). Said initial assessment shall constitute the lot owners assessment for the entire first year. However, at the discretion of the CHPPOA this initial assessment amount may be adjusted as needed to reflect actual costs.

B. A regular annual Assessment (which is not to be considered dues to belong to the Association) payable on or before the first day of July of each year in an amount as established by the CHPPOA, Inc. Board of Directors.

C. A special assessment made under paragraph 1.11, 1.15, 1.28 or 3.4 of these covenants.

The annual assessment for each fiscal year may be paid quarterly, semiannually or annually as determined by the Board of Directors.

**3.2 Annual Budget**

The CHPPOA shall prepare an annual budget for each calendar year and shall notify the members by June 1st of each year of the regular annual Assessment which is necessary to fund the budget. Every effort shall be made to keep the budget as low as possible consistent with the obligations to be met. In the preparation of such a budget, the board may provide not only for actual cost of operations but also for contingency fund to be accumulated for future operation

needs. The purpose of such a contingency fund is to prevent and avoid the necessity for special Assessments that would work a hardship on the members of the CHPPOA. The CHPPOA may authorize deferred payments if such a payment would result in any hardship upon any member. The purpose for which the Annual Assessments may be levied include, but are not limited to, the following purposes:

- A. The amount of all operating and maintenance expenses of or for the Common Area and the services furnished or provided to or in connection with the Common Area, including charges for any services furnished or provided by the Association.
- B. The amount of all taxes and Assessments levied against the Common Area.
- C. The costs to maintain, replace, repair and landscape the Common Area, including but not limited to, the costs (i) to maintain, replace and repair the lights, street signs and (ii) of such equipment as the Board of Directors shall determine to be necessary or appropriate in connection with such maintenance, replacement, repair and landscaping.
- D. The costs to fund all reserves established by the Association, including any appropriate general operating reserve or reserve for replacement of the Common Area.

### 3.3 General

A. No Assessments herein provided are intended to be, and shall not be construed as being, in whole or in part, dues for membership in the CHPPOA. The initial and annual Assessment fees, plus past due Assessment fees together with accrued interest, indirect costs, administrative costs, court costs, collection fees, and all attorney's fees shall be a charge upon the land and shall be a continuing lien upon the lot or real property (dwelling) against which each such Assessment is made and shall be the personal obligation of the owner of such lot or real property. No owner shall relieve himself of his personal obligation for delinquent Assessments

and associated charges by passing such obligation to his successors in title unless expressly assumed by the successors in title with the written consent and approval of the CHPPOA.

B. The Association may, but is not required to, send notices to Members advising each Member of the status of his or her Assessments. Failure of the Association to send notice of Assessments or any notice of non-payment or delinquency shall not release the Member from the obligation to pay such Assessments nor prevent any delinquent Member from being subject to any provision of this Declaration or CHPPOA, Inc. Bylaws.

C. Upon the default in the payment of any Assessment, or Special Assessment, the entire unpaid balance of all Assessments shall immediately become due and payable, unless the Board of Directors shall otherwise direct.

### 3.4 Special Assessments

In addition to the Annual Assessments authorized by this Declaration, the CHPPOA may levy Special Assessments as follows:

A. In any fiscal year the Association may levy a Special Assessment applicable only to that fiscal year for the purpose of paying all or a portion of the costs of any construction, reconstruction, replacement or inordinate repair or maintenance of improvements on the Common Area, including any fixtures on or related to the Common Area, or for such other purposes as the Board of Directors may consider to be appropriate. All real property owners and lot owner of record will be notified of any pending Special Assessment in writing by U.S. Mail. Notification will be given concerning the time and place of the special meeting where this Special Assessment will be discussed and voted on. Any Special Assessment shall be approved by a vote of 2/3 of the real property owners or lot owners in good standing with the CHPPOA, as referenced in Article 2, Section 2.7.



B. The CHPPOA may levy a Special Assessment against any Lot and the Owner of any Lot for reimbursement of or for repair occasioned by the willful or negligent acts of the Owner of such Lot or his Invitee of or for any and all costs, expenses, and expenditures incurred by the CHPPOA with respect to such Lot, including work or activities performed on such Lot, or for the Owner of such Lot pursuant to the provisions of this Declaration, including the discharge or satisfaction of any obligation or duty imposed upon such Owner under this Declaration.

C. The CHPPOA may levy a Special Assessment against each Lot for reimbursement to the Association for reasonable attorney's fees, court costs, or other costs of enforcement of any provision of this Declaration.

### **3.5 Changes in Annual Assessments**

The Board of Directors may change the annual Assessment for each Lot at any time; however, any increase in the Annual Assessment may not be more than ten percent (10%) above the immediately prior fiscal year's Annual Assessment without a majority vote of Members present at a meeting called for such purpose.

### **3.6 Notice of Regular Assessments**

Written notice of any meeting of the CHPPOA called for the purpose of taking action on any regular Assessment provided herein shall be sent to all members of CHPPOA by mail, not less than ten (10) days nor more than thirty (30) days, in advance of the meeting. Any member with Assessments paid in full may attend such meeting and be heard concerning the proposed Assessment before final action thereon is taken by the Board of Directors. The CHPPOA shall give written notice of the Assessment levied by it to all members and as such Assessment shall be final unless a petition from 2/3 of the members in good standing, as referenced in Article II, Section 2.7 of this Declaration, is received by the CHPPOA within thirty (30) days of the notice of the adoption of the Assessment, which petition shall call a special meeting of the members for

the purpose of reviewing the action of the Board of Directors. The petition shall set forth the date, time and place of the meeting, and all members shall be given notice thereof.

### **3.7 Effect of Non-Payment of Assessments: Remedies of the CHPPOA**

Any Assessment not paid within thirty (30) days after the due date shall bear interest thereon from the due date at the prime rate of interest as of July 1<sup>st</sup> of the current year as established by Deposit Guaranty National Bank of Jackson, Mississippi or its successors. After ten (10) days written notice of the delinquent Assessment is given the owner, the CHPPOA may bring an action before an arbitration judge to obtain a monetary judgement under the procedures set out in Article I, Section 1.28, against the owner personally obligated to pay same, or file a lien against the owner's property. Each such owner, by his acceptance of a deed to a lot or real property, hereby expressly vests in the CHPPOA, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt or to enforce the aforesaid lien by all methods available for the enforcement of such liens, including an arbitration action for foreclosure, brought in the name of the CHPPOA in a like manner as a mortgage or deed of trust lien on real property. The lien provided for in this section shall be in favor of the CHPPOA and shall be for the benefit of all other lot or property owners. No owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his lot or property. In any event, reasonable attorney's fees, court costs, and any necessary administrative and indirect costs shall be added to the amount of each delinquent Assessment. Any arbitration action to recover a monetary judgement for the non-payment of all or any portion of such Assessment, including any installment, may be commenced and maintained by the Association without the foreclosure or waiver of any lien created under this Declaration to secure the payment of such Assessment.

### **3.8 Subordination of Lien to Mortgages**

The lien upon any lot or property provided herein shall be subordinate to the lien of any duly recorded first mortgage on such lot or property made in good faith and for value received and the lien hereunder shall in no way affect the rights of the holder of any such first mortgage.

### 3.9 Notice to First Mortgage Holders

The CHPPOA shall notify the holder of the First Mortgage on any Lot for which any Assessment shall be and remain delinquent for at least sixty (60) days. The CHPPOA shall notify the holder of the First Mortgage on any lot for which there is default by the owner with respect to performance of any other obligation or duty under this Declaration which default remains uncured for at least sixty (60) days following the date of such default.. Any failure to give any such notice shall not affect the validity or priority of any First Mortgage on any Lot, and the protection provided in this Declaration to the holder of any first Mortgage shall not be altered, modified or diminished by reason of such failure.. Any such failure shall not affect the validity of the lien of any Assessment or affect any of the priorities for liens. No suit or other proceeding such as arbitration may be brought to foreclose the lien for an Assessment except after ten (10) days written notice to the holder of the First Mortgage encumbering the Lot which is the subject matter of such suit or proceeding.

### 3.10 Management Agent

The CHPPOA may employ a management agent or manager at a rate of compensation established by the Board of Directors, for which the Management Agent shall perform such duties and services as the Board of Directors from time to time authorize. These duties and services of the Management Agent may include, without limitation, the power and authority to do the following:

- A. To collect the initial and annual Assessments and to provide for the enforcement of liens and securing same in any manner consistent with law and within the provisions of this declaration;

B. To deposit all assessment collections in a common expense fund with a banking institution and to make payments from such fund for the benefit of the CHPPOA and in keeping with the intentions and responsibilities herein set forth, all of which shall be subject to the authorization and approval of the CHPPOA, to which the Management Agent shall at all times be accountable;

C. To provide for the upkeep, maintenance and surveillance of the common areas;

D. To select, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the common areas;

E. To promulgate with the approval and confirmation of the CHPPOA and to enforce such rules and regulations and such restrictions, requirements, and the like as may be deemed proper, respecting the use and care of the common areas;

F. To provide such other services for the CHPPOA as may be consistent within its Charter of Incorporation and its By Laws and within the provisions of this Declaration.

G. To purchase insurance upon the Common Area.

H. To negotiate, prepare, execute, acknowledge and deliver all contracts, agreements, commitments and other documents relating to the Association's affairs.

I. To accept title to any property, either alone or with covenants, as a Common Area, or as property owned by the Association for such purposes and on terms as the Board of Directors may approve.

J. To act to enforce the provisions of this Declaration and any Supplement or Amendment hereof; however, the Board of Directors shall determine whether or not any action or omission by any party is subject to the covenants and what, if any, actions the Association

shall take. Nothing in this paragraph is intended to nor should be construed to limit the right of the Declarant of any Lot Owner from enforcing any covenant in their individual name (s).

**3.11 Limitation of Liability**

The CHPPOA shall not be liable for any failure of any service to be furnished by the CHPPOA or paid for out of the common expense fund, or for injury or damage to person or property caused by use of common property located at Cherry Hill Plantation Subdivision by any person. No diminution or abatement of assessments, as herein else where provided, shall be claimed or allowed for inconvenience or discomfort arising from any action taken by the CHPPOA Board of Directors to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any county or governmental authority. No property owner shall be liable to any person for any action or failure to act by Board of Directors or by any other property owner; each property owner shall be liable only for his own actions or failure to act.

**3.12 Assessment Certificate**

Upon receipt of a written request, the Board of Directors within five (5) business days, shall furnish to any Member liable for the payment of any Assessment, or to any other person having legitimate interest in the payment of such Assessment, a certificate signed by an Association officer stating whether or not the Assessment has been paid. The certificate shall be conclusive evidence of the payment of any Assessment stated to have been paid in the certificate. The Board of Directors may require the payment of a reasonable charge for the issuance of a certificate.

**ARTICLE 4 - ENFORCEMENT OF DECLARATION****4.1 Compliance.**

If any provision of this Declaration or violated or breached or threatened to be breached or violated by any Owner, Member or other Person, each of the other, Owners, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed through arbitration as set out in Article I, Section 1.28, to compel a compliance with or to prevent the threatened violation or breach of, the provisions of this Declaration. If any structure or other improvement located on any portion of the Property, including any Lot, violates any provision of of this Declaration, the CHPPOA shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to abate or remove such structure or other improvement at the cost and expense of the Owner of the Lot where such structure or improvement is located or which otherwise causes such violation, if the violation is not corrected by such Owner within thirty (30) days after written notice of such violation. Any Person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts specified in *Section 3.3*. Any such entry and abatement or removal shall not be or be deemed a trespass. The failure by any person for any period of time to enforce any provision of this Declaration shall not be or deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

**4.2 Enforcement.**

This Declaration shall be enforced by binding arbitration under the procedures set out in Article I, Section 1.28 (i) against any Person who breaches or violates or threatens to breach or violate any provisions of this Declaration, (ii) to recover damages for any such breach or violation, (iii) to collect any amounts payable by any Owner to the Association under this Declaration,

including Assessments, attorneys' fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of an owner under this Declaration or otherwise specified under this Declaration or otherwise specified in this Declaration, including Section 3.3, and (iv) to enforce any lien created by this Declaration. Since the actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law for the exclusive recovery of monetary damages, the Declarant, the Association and each owner by acceptance of a deed or other conveyance document to a Lot, agrees that injunctive relief or other equitable relief is an appropriate remedy. If for any reason a court determines that any action set out above cannot be resolved by arbitration, any party entitled to bring an arbitration action under this instrument may bring any appropriate proceeding in law or equity to enforce any of the matters set out above. If an arbitration judgment is obtained for a monetary judgment, foreclosure of a lien or for injunctive or equitable relief and the judgment is not complied within a timely fashion, said judgment may be enforced using all remedies available for the enforcement of judicial judgments generally.

#### **4.3 Severability.**

Invalidation of any provision of this Declaration by judgement of court order shall not affect any other provisions of this Declaration which shall remain in full force and effect.

#### **4.4 Headings.**

The Headings contained in this declaration are for reference purpose only and shall not in any way affect the meaning or interpretation of this Declaration.

#### **4.5 Notices to Owner.**

Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage

prepaid, addressed to the last known address of the Person who appears as Owner on the records of the Association, or if applicable, the Declarant, at the time such notice is mailed.

IN WITNESS WHEREOF, the undersigned Declarant and Lot Owners of Cherry Hill Plantation have caused these Amendments and Declarations to be duly executed on the 24th day of June, 1999.

CHERRY HILL PLANTATION, L.P.

By: Marcus S. Sharpe  
MARCUS S. SHARPE,  
General Partner

By: Mary Anne Sharpe Narron  
MARY ANNE SHARPE NARRON,  
General Partner

CHERRY HILL PLANTATION PROPERTY OWNERS' ASSOCIATION, INC.

By: Rolfe A. Risher  
ROLFE A. RISHER  
Its President



STATE OF MISSISSIPPI

BOOK 1180 PAGE 290

COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, on this the 24th day of June, 1999, the within names MARCUS S. SHARPE and MARY ANNE SHARPE NARRON, who acknowledged that they are general partners of Cherry Hill Plantation L. P., a Mississippi limited partnership, and that for and on behalf of said limited partnership, and as its act and deed, they executed the above and foregoing DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHERRY HILL PLANTATION, after first having been authorized by said limited partnership so to do.

Cecilia B. Forster  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires NOV 3 2000

STATE OF MISSISSIPPI

COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this 24 day of June, 1999, within my jurisdiction, the within named Rolfe A. Risher, who acknowledged that he is President of Cherry Hill Plantation Property Owners' Association, Inc., and that for and on behalf of said Corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said Corporation so to do.

Jeri W. McJee  
NOTARY PUBLIC

(SEAL)

My Commission Expires:

My Commission Expires June 30, 2000

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**Addendum A**

**Lake Kristin**

Declarant has constructed a lake on a portion of the land owned by the Declarant in Cherry Hill Plantation, Phase I, and said lake is known as Lake Kristin. And, whereas, Declarant deems it desirable, for the efficient preservation of the values and amenities of those lots bordering on or abutting Lake Kristin, to create a Committee which can and shall be delegated and assigned the powers and duties of maintaining and administering Lake Kristin and any other common areas which may be designated as such and to administer and enforce the hereinafter set forth covenants and restrictions and to collect and disburse the charges and assessments hereinafter specified; and

WHEREAS, the Declarant will cause to be formed a Committee, which Committee shall have as its purpose the carrying out of the powers and duties mentioned herein and such other powers and duties relating to the subject properties as may be specified by a majority vote of the committee members; and

NOW, THEREFORE, Declarant does hereby publish and declare that the following additional terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the title to the land of those lots bordering on and abutting Lake Kristin and shall be a benefit and a burden to the Declarant, its successors and assigns, and to any person acquiring or owning an interest in the subject real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

SECTION 4.

COVENANT FOR ASSESSMENT

4.01. Creation of the lien and Personal obligation for Assessments. The Declarant hereby covenants and each owner of any lot abutting Lake Kristin by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Committee the following:

- a. An initial assessment payable at the time the owner acquires fee title to any lot or property in the amount of One Hundred Dollars (\$100.00) for each lot abutting Lake Kristin. Said initial assessment shall constitute the lot owner's assessment for the entire first year.
- b. A regular annual assessment payable on or before the first day of March of each year thereafter in an amount necessary to pay for (a) maintenance of the dam and Lake; (b) insurance premiums; (c) chemicals to go in the Lake; (d) general policing of the Lake on a regular basis to remove bottles, cans, trash and debris discarded in the Lake; (e) paying all necessary and reasonable costs of administration, management, legal and accounting services connected with the Committee, including the payment of a reasonable fee to any management agent designated by the Committee; and (f) provide such other services as the Committee may deem to be in the best interest of the development and the members of the Committee.

The Committee is not organized for profit and no part of the net earnings shall inure to the benefit of any member, any director of the Committee, any officer of the Committee or any other individual.

4.02. Annual Budget. The Committee shall cause to be prepared an annual budget for each calendar year and shall notify the members by February 1 each year of the regular annual assessment which is necessary to fund the Committee's budget. Every effort shall be made to keep the budget as low as possible consistent with the obligations to be met. In the preparation of such budget, the board may provide not only for actual cost of operations but also for a contingency fund to be accumulated for future maintenance as needed. The purpose of such contingency fund is to prevent and avoid the necessity for special assessments which would work hardship on the members of the Committee. The Committee may authorize deferred payments if such a payment would result in any hardship upon any member of the Committee.

4.03. General. The initial and annual assessments, together with interest, costs and reasonable attorneys fees, shall be a charge upon the land and shall be a continuing lien upon the lot or property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligations of the person who was the owner of such lot or property at the time when the assessment fee was due. No owner shall relieve himself of his personal obligations for delinquent assessments by passing such obligation to his successors in title unless expressly assumed by the successors in title with the written consent and approval of the Committee.

4.04. Assessments are not Dues. All assessments herein provided are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the Committee.

4.05. Notice of Assessments. Written notice of any meeting of the Committee called for the purpose of taking action on any assessment provided herein shall be sent to all members of the Committee by mail, not less than five (5) days nor more than thirty (30) days, in advance of

the meeting. Any member may attend such meeting and be heard concerning the proposed assessment before final action thereon is taken by the Board of Directors. The Committee shall give written notice of the assessment levied by it to all members of the Committee and such assessment shall be final unless a petition from twenty percent (20%) of the members is received by the Committee within 30 days of the notice of the adoption of the Assessment, which petition shall call a special meeting of the members for the purpose of reviewing the action of the Committee. The petition shall set forth the date, time and place of the meeting, and all members shall be given notice thereof. A quorum for such meeting shall be a majority of the members.

4.06. Effect of Non-Payment of Assessments: Remedies of the Committee. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon from the due date at the prime rate of interest as established by Deposit Guaranty National Bank of Jackson, Mississippi or its successors. After ten (10) days written notice of the delinquent assessment is given the owner, the Committee may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the owner's property. Each such owner, by his acceptance of a deed to a lot or property, hereby expressly vests in the Committee, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt or to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Committee in a like manner on a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the Committee a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Committee and shall be for the benefit of all other lot or property owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or property. In any event, reasonable attorney fees of not less than twenty percent (20%) of the sum owed, and reasonable costs of collection, shall be added to the amount of each delinquent assessment.

4.07. Subordination of Lien to Mortgages. The lien upon any lot or property provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first

mortgage on such lot or property made in good faith and for value received and the lien hereunder shall in no way affect the rights of the holder of any such first mortgage. Sale or transfer of any property shall not affect the assessment lien. However, the sale or transfer of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such property from liability for any assessments thereafter becoming due or from the lien thereof. Such foreclosure, deed, assignment, proceeding, or other arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure or the transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure from any liability for any assessments thereafter becoming due, or from the lien herein created to secure the payment of such assessments, which lien, if to be asserted as to any such assessments thereafter becoming due, shall have the same effect and be enforced in the same manner as provided herein. The Committee may authorize further subordination of this lien.

4.08. Ad Valorem Property Taxes. Each owner shall be responsible for his own ad valorem taxes.

4.09. Management Agent. The Committee may employ a management agent or manager (hereinafter called the "Management Agent") at a rate of compensation established by the Board of Directors, for which the Management Agent shall perform such duties and services as the Committee from time to time authorize. These duties and services of the Management Agent may include, without limitation, the power and authority to do the following:

a. To collect the initial and annual assessments and to provide for the enforcement of liens and securing same in any manner consistent with law and within the provisions of this Declaration;

b. To deposit all assessment collections in a common expense fund with a banking institution and to make payments from such fund for the benefit of the Committee and in keeping with the intentions and responsibilities herein set forth, all of which shall be subject to the authorization and approval of the Committee, to which the Management Agent shall at all times be accountable;

c. To provide for the upkeep, maintenance and surveillance of the Lake;

d. To select, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Lake;

e. To promulgate with the approval and confirmation of the Committee and to enforce such rules and regulations and such restrictions, requirements, and the like as may be deemed proper, respecting the use and care of the Lake, and;

f. To provide such other services for the Committee as may be consistent with the law and with the provisions of this Declaration.

4.10. Limitation of Liability. The Committee shall not be liable for any failure of any service to be furnished by the Committee or paid for out of the common expense fund, or for injury or damage to person or property caused by use of the Lake by any person. The Committee shall not be liable to any member for loss or damage to any articles, by theft or otherwise, which may be left or stored upon the Lake. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Lake, or from any action taken by the Committee to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any county or governmental authority. No property owner shall be liable to any person for any action or failure to act by the Committee or by any other property owner; each property owner shall be liable only for his own actions or failure to act.

## SECTION 5.

EASEMENT RIGHTS

5.01. Reservation of Easement Rights by the Declarant. In connection with the development of Lake Kristin, the Declarant reserves certain non-exclusive, perpetual easements and rights-of-way in, through, over and across portions of the properties comprising Lake Kristin for the purpose of constructing, maintaining, reconstruction and repairing the Lake, the dam and appurtenant to any of same, and for all other purposes as may be deemed necessary and as approved by the Committee. Any and all instruments of conveyance made by the Declarant to any individual or other entity with respect to any of the subject property shall be conclusively deemed to incorporate the conveyance of such easements or the reservation thereof, whether or not specifically set forth in such instruments.

5.02. Lake Easement. In connection with the development of the Lake, Declarant conveys a non-exclusive, perpetual easement for use of the Lake to all members of the Committee, over and across the Lake. Such easement is within the perimeter of the Lake and includes that portion which is inundated by water. Lake Kristin is expressly made subject to a non-exclusive, perpetual easement for its use by all members of the Committee and Declarant.

5.03. Reservation in Deeds. A non-exclusive, perpetual easement 10 feet in width around the Lake is reserved to all members for emergency purposes, and for such further purposes as the Committee may make other reservations and restrictions applicable to each lot by appropriate provision in the deed conveying said lot, and such reservations and restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.



SECTION 6.

CONSTRUCTION ON OR AROUND LAKE

6.01. No improvements, except boathouses, piers, and other improvements covered elsewhere herein, shall be located less than thirty (30) feet from the front line nor less than thirty (30) feet from any other property line nor less than 50 feet from the edge of the Lake without the approval of the Committee. The approval of the Committee shall be recorded in the office of the Chancery Clerk of Madison County, Mississippi.

6.02. All exterior construction must be completed within 180 days of the date said plans are approved. Extensions may be granted by the Committee in its discretion.

6.03. All construction that will, in whole or in part, at any time, be beneath the surface of the water shall be of rot resistant materials, or concrete. The upper portions of construction extending to or over the water shall be constructed of material treated for water rot resistance.

6.04. Piers including platforms on piers may not extend more than 40 feet into the water. Pier walkways shall be limited to six feet in width. Pier platforms measured on the side most closely paralleling the shoreline shall be limited to 15 feet in width including the width of the walkway. The depth of pier platforms shall not exceed 12 feet without approval of the Committee. Any pier built before the date of these covenants shall be deemed acceptable for purposes of this section.

## SECTION 7.

USE OF LAKE AND BOATING REGULATIONS

7.01. Only owners of lots or property abutting the Lake shall be permitted to use the Lake. No other person may use the Lake unless authorized by the Committee.

7.02. All uses of the body of water known as Lake Kristin in Madison County, Mississippi, shall be governed by the regulations herein and by all requirements of the U.S. Coast Guard, the State of Mississippi, and any other sovereign body having jurisdiction to regulate the use of bodies of water and all equipment of every kind used thereon in all activities pertaining thereto including, but not limited to boating, sailing, fishing, and swimming.

7.03. No garbage, trash or refuse of any kind shall at any time be dumped on or deposited in Lake Kristin.

7.04. No boat shall be operated or permitted to operate on Kristin Lake in excess of 20 feet in length and shall not operate at a speed above 10 miles per hour.

7.05. No boat may be used or operated on Lake Kristin which is not the personal property of a member of the Committee.

7.06. If at any time, the Committee deems a boat to be threatening to the health, safety and welfare of the members, the Committee may request that such boat be removed from the Lake.

7.07. No houseboat shall be permitted on the waters of the Lake. In the discretion of the Committee, one pontoon boat may be acquired for the benefit of all members of the committee who may wish to use a pontoon boat.

7.08. All motors utilized on Lake Kristin shall be electric outboard motors. This prohibits gasoline or diesel driven outboard or inboard motors. No electric boat motor may be attached to any boat if the horsepower of said motor exceeds the boating industry safety rating for such boat.

7.09. No person shall be permitted to operate a boat while under the influence of alcohol or drugs.

7.10. Each member is responsible for the operation of boats belonging to him and for the conduct of his family members and guests as regards observation of all of the provisions hereof. Failure to observe these rules, shall result in the issuance of warning tickets and continued failure to observe these rules or any activity which is conducted which may be of a dangerous nature may result in suspension, in whole or in part, of the member's privilege to use Lake Kristin.

7.11. No firearms of any kind, including, but not limited to, high powered air and pellet guns, shall be fired or discharged from any boat, or by anyone across the Lake, or into the Lake, or on any property abutting the Lake.

## SECTION 8.

### FISHING REGULATIONS

8.01. Subject to the other provisions hereof, no one shall be permitted to fish in Lake Kristin except members and their families.

8.02. Members may invite guests to enjoy fishing privileges provided the said guests are accompanied by a member.

SECTION 9.

GENERAL PROVISIONS

9.01. Enforcement. The Declarant, the Committee or any member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations of this Declaration. Failure by the Declarant, committee, or any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right so to do thereafter. The Committee shall not be obligated to bring any actions unless the health, safety, welfare and security of the members are threatened.

9.02. Construction. The provisions of this Declaration shall be liberally construed and interpreted at all times in such a way as to effectuate the purposes of the Declaration in creating and carrying out a uniform plan for the use of Lake Kristin. If any provision of this Declaration of the application thereof shall be invalid or unenforceable to any extent, the remainder of this Declaration and application of such provisions shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

9.03. Attorney's Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof by reference or otherwise, the prevailing party or parties shall also be entitled to an award of reasonable attorney's fees, in such amount as may be fixed by the court in such proceeding.

9.04. Use of Lake. Each and every member and occupant of any lot or property shall and does, by accepting title to their interest in the lot or property, agree to indemnify, defend, and hold harmless the Declarant, his agents, employees and successors, against and from all claims for injury or death to persons, or damage to or loss of property arising out of the construction,

use, operation and/or maintenance of the improvements on the lot or property occupied by, owned by or under the control of such owner or occupant, the use and/or possession of such lot or property, the conduct of business or any other activities by such member or occupant or his guests or invitees on any lot or property, or upon the Lake.

9.05. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulations pertaining to the ownership, occupation or use of any property abutting Lake Kristin is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

742\lake kristin

**Addendum B**

**Lake Windsor**

Declarant has constructed a lake on a portion of the land owned by the Declarant in Cherry Hill Plantation, Phase II, and said lake is known as Lake Windsor. And, whereas, Declarant deems it desirable, for the efficient preservation of the values and amenities of those lots bordering on or abutting Lake Windsor, to create a Committee which can and shall be delegated and assigned the powers and duties of maintaining and administering Lake Windsor and any other common areas which may be designated as such and to administer and enforce the hereinafter set forth covenants and restrictions and to collect and disburse the charges and assessments hereinafter specified; and

WHEREAS, the Declarant will cause to be formed a Committee, which Committee shall have as its purpose the carrying out of the powers and duties mentioned herein and such other powers and duties relating to the subject properties as may be specified by a majority vote of the committee members; and

NOW, THEREFORE, Declarant does hereby publish and declare that the following additional terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the title to the land of those lots bordering on and abutting Lake Windsor and shall be a benefit and a burden to the Declarant, its successors and assigns, and to any person acquiring or owning an interest in the subject real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

SECTION 1.

BOOK 1180 PAGE 304

PROPERTY INVOLVED

1.01. The property known as Lake Windsor.

SECTION 2.

COVENANT OF COMPLIANCE BY OWNERS

2.01. Covenant to Comply. Every person or persons who accepts a deed to property abutting Lake Windsor, covenants, whether or not it shall be so expressed in the deed of conveyance, that he will faithfully comply with and abide by the letter and spirit of the provisions of this Declaration and the rules and regulations of the Committee as same may be constituted and as they may be lawfully amended from time to time.

2.02. Prohibited Ownership. Except for Declarant, or a corporation or partnership in which either Declarant has an ownership interest, corporations, partnerships, associations or groups of any kind may not own lots abutting Lake Windsor. Every person who accepts a deed to property abutting the Lake covenants that he or she will not convey any property to a corporation, partnership, association or group of any kind. Lots and the improvements thereon shall be held by one individual except that a person and his or her spouse may own a lot and improvements jointly. This provision applies to the title of a lessee as well to the title of a fee owner. A trustee may, however, for a limited period of time because of foreclosure or other involuntary acquisition, hold title or property for up to one (1) year subject to these covenants so long as all of the covenants hereof are observed. The Committee referred to hereafter may waive the provisions of this Section 2.02.

SECTION 3.

LAKE WINDSOR COMMITTEE

3.01. Membership. Each owner of property abutting Lake Windsor shall be a member of the Committee, and this membership shall be inseparable or appurtenant to and shall pass with the title to each parcel of property abutting the Lake. Property with multiple ownership shall be entitled to one Membership on the Committee and one of the owners of such property shall be designated in writing by the co-owners as their respective representative in matters pertaining to the Committee.

3.02. Voting Rights. Every member of the Committee shall have one vote on all matters and purposes of the Committee. If the fee title to any property is owned of record by more than one person, the vote appurtenant to such property may be exercised by only one of the fee owners thereof as designated in writing by the other co-owner of the subject property.

3.03. Declarant Reservations. Notwithstanding anything herein to the contrary, all rights and duties conferred on the Committee under all Sections of this Declaration except for Section 6, shall be exercised by Declarant for three (3) years following the execution of this Declaration as to the property described in Exhibit "A". Declarant reserves the right to exercise all rights and duties and give consents and waivers under Section 6 hereof for a period of three (3) years following the execution of this Declaration as to the lake property. Declarant may turn over all rights reserved hereunder to the Committee at any time prior to 3 years.

SECTION 4.



4.01. Creation of the lien and Personal obligation for Assessments. The Declarant hereby covenants and each owner of any lot abutting Lake Windsor by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Committee the following:

- a. An initial assessment payable at the time the owner acquires fee title to any lot or property in the amount of One Hundred Dollars (\$100.00) for each lot abutting Lake Windsor. Said initial assessment shall constitute the lot owner's assessment for the entire first year.
- b. A regular annual assessment payable on or before the first day of March of each year thereafter in an amount necessary to pay for (a) maintenance of the dam and Lake; (b) insurance premiums; (c) chemicals to go in the Lake; (d) general policing of the Lake on a regular basis to remove bottles, cans, trash and debris discarded in the Lake; (e) paying all necessary and reasonable costs of administration, management, legal and accounting services connected with the Committee, including the payment of a reasonable fee to any management agent designated by the Committee; and (f) provide such other services as the Committee may deem to be in the best interest of the development and the members of the Committee.

The Committee is not organized for profit and no part of the net earnings shall inure to the benefit of any member, any director of the Committee, any officer of the Committee or any other individual.

4.02. Annual Budget. The Committee shall cause to be prepared an annual budget for each calendar year and shall notify the members by February 1 each year of the regular annual assessment which is necessary to fund the Committee's budget. Every effort shall be made to keep the budget as low as possible consistent with the obligations to be met. In the preparation of such budget, the board may provide not only for actual cost of operations but also for a contingency fund to be accumulated for future maintenance as needed. The purpose of such contingency fund is to prevent and avoid the necessity for special assessments which would work hardship on the members of the Committee. The Committee may authorize deferred payments if such a payment would result in any hardship upon any member of the Committee.

4.03. General. The initial and annual assessments, together with interest, costs and reasonable attorneys fees, shall be a charge upon the land and shall be a continuing lien upon the lot or property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligations of the person who was the owner of such lot or property at the time when the assessment fee was due. No owner shall relieve himself of his personal obligations for delinquent assessments by passing such obligation to his successors in title unless expressly assumed by the successors in title with the written consent and approval of the Committee.

4.04. Assessments are not Dues. All assessments herein provided are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the Committee.

4.05. Notice of Assessments. Written notice of any meeting of the Committee called for the purpose of taking action on any assessment provided herein shall be sent to all members of the Committee by mail, not less than five (5) days nor more than thirty (30) days, in advance of the meeting. Any member may attend such meeting and be heard concerning the proposed assessment before final action thereon is taken by the Board of Directors. The Committee shall give written notice of the assessment levied by it to all members of the Committee and such assessment shall be final unless a petition from twenty percent (20%) of the members is received

by the Committee within 30 days of the notice of the adoption of the Assessment, which petition shall call a special meeting of the members for the purpose of reviewing the action of the Committee. The petition shall set forth the date, time and place of the meeting, and all members shall be given notice thereof. A quorum for such meeting shall be a majority of the members.

4.06. Effect of Non-Payment of Assessments: Remedies of the Committee. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon from the due date at the prime rate of interest as established by Deposit Guaranty National Bank of Jackson, Mississippi or its successors. After ten (10) days written notice of the delinquent assessment is given the owner, the Committee may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the owner's property. Each such owner, by his acceptance of a deed to a lot or property, hereby expressly vests in the Committee, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt or to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Committee in a like manner on a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the Committee a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Committee and shall be for the benefit of all other lot or property owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or property. In any event, reasonable attorney fees of not less than twenty percent (20%) of the sum owed, and reasonable costs of collection, shall be added to the amount of each delinquent assessment.

4.07. Subordination of Lien to Mortgages. The lien upon any lot or property provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first mortgage on such lot or property made in good faith and for value received and the lien hereunder shall in no way affect the rights of the holder of any such first mortgage. Sale or transfer of any property shall not affect the assessment lien. However, the sale or transfer of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the

lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such property from liability for any assessments thereafter becoming due or from the lien thereof. Such foreclosure, deed, assignment, proceeding, or other arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure or the transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure from any liability for any assessments thereafter becoming due, or from the lien herein created to secure the payment of such assessments, which lien, if to be asserted as to any such assessments thereafter becoming due, shall have the same effect and be enforced in the same manner as provided herein. The Committee may authorize further subordination of this lien.

4.08. Ad Valorem Property Taxes. Each owner shall be responsible for his own ad valorem taxes.

4.09. Management Agent. The Committee may employ a management agent or manager (hereinafter called the "Management Agent") at a rate of compensation established by the Board of Directors, for which the Management Agent shall perform such duties and services as the Committee from time to time authorize. These duties and services of the Management Agent may include, without limitation, the power and authority to do the following:

- a. To collect the initial and annual assessments and to provide for the enforcement of liens and securing same in any manner consistent with law and within the provisions of this Declaration;
- b. To deposit all assessment collections in a common expense fund with a banking institution and to make payments from such fund for the benefit of the Committee and in keeping with the intentions and responsibilities herein set forth, all of which shall be subject to the authorization and approval of the Committee, to which the Management Agent shall at all times be accountable;

- c. To provide for the upkeep, maintenance and surveillance of the Lake;
- d. To select, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Lake;
- e. To promulgate with the approval and confirmation of the Committee and to enforce such rules and regulations and such restrictions, requirements, and the like as may be deemed proper, respecting the use and care of the Lake, and;
- f. To provide such other services for the Committee as may be consistent with the law and with the provisions of this Declaration.

4.10: Limitation of Liability. The Committee shall not be liable for any failure of any service to be furnished by the Committee or paid for out of the common expense fund, or for injury or damage to person or property caused by use of the Lake by any person. The Committee shall not be liable to any member for loss or damage to any articles, by theft or otherwise, which may be left or stored upon the Lake. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Lake, or from any action taken by the Committee to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any county or governmental authority. No property owner shall be liable to any person for any action or failure to act by the Committee or by any other property owner; each property owner shall be liable only for his own actions or failure to act.

SECTION 5.

EASEMENT RIGHTS

5.01. Reservation of Easement Rights by the Declarant. In connection with the development of Lake Windsor, the Declarant reserves certain non-exclusive, perpetual easements and rights-of-way in, through, over and across portions of the properties comprising Lake Windsor for the purpose of constructing, maintaining, reconstruction and repairing the Lake, the dam and appurtenant to any of same, and for all other purposes as may be deemed necessary and as approved by the Committee. Any and all instruments of conveyance made by the Declarant to any individual or other entity with respect to any of the subject property shall be conclusively deemed to incorporate the conveyance of such easements or the reservation thereof, whether or not specifically set forth in such instruments.

5.02. Lake Easement. In connection with the development of the Lake, Declarant conveys a non-exclusive, perpetual easement for use of the Lake to all members of the Committee, over and across the Lake. Such easement is within the perimeter of the Lake and includes that portion which is inundated by water. Lake Windsor is expressly made subject to a non-exclusive, perpetual easement for its use by all members of the Committee and Declarant.

5.03. Reservation in Deeds. A non-exclusive, perpetual easement 10 feet in width around the Lake is reserved to all members for emergency purposes, and for such further purposes as the Committee may make other reservations and restrictions applicable to each lot by appropriate provision in the deed conveying said lot, and such reservations and restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

SECTION 6.

CONSTRUCTION ON OR AROUND LAKE

6.01. No improvements, except boathouses, piers, and other improvements covered elsewhere herein, shall be located less than thirty (30) feet from the front line nor less than thirty (30) feet from any other property line nor less than 50 feet from the edge of the Lake without the approval of the Committee. The approval of the Committee shall be recorded in the office of the Chancery Clerk of Madison County, Mississippi.

6.02. All exterior construction must be completed within 180 days of the date said plans are approved. Extensions may be granted by the Committee in its discretion.

6.03. All construction that will, in whole or in part, at any time, be beneath the surface of the water shall be of rot resistant materials, or concrete. The upper portions of construction extending to or over the water shall be constructed of material treated for water rot resistance.

6.04. Piers including platforms on piers may not extend more than 40 feet into the water. Pier walkways shall be limited to six feet in width. Pier platforms measured on the side most closely paralleling the shoreline shall be limited to 15 feet in width including the width of the walkway. The depth of pier platforms shall not exceed 12 feet without approval of the Committee. Any pier built before the date of these covenants shall be deemed acceptable for purposes of this section.

#### SECTION 7.

#### USE OF LAKE AND BOATING REGULATIONS

7.01. Only owners of lots or property abutting the Lake shall be permitted to use the Lake. No other person may use the Lake unless authorized by the Committee.

7.02. All uses of the body of water known as Lake Windsor in Madison County, Mississippi, shall be governed by the regulations herein and by all requirements of the U.S. Coast Guard, the State of Mississippi, and any other sovereign body having jurisdiction to regulate the use of bodies of water and all equipment of every kind used thereon in all activities pertaining thereto including, but not limited to boating, sailing, fishing, and swimming.

7.03. No garbage, trash or refuse of any kind shall at any time be dumped on or deposited in Lake Windsor.

7.04. No boat shall be operated or permitted to operate on Windsor Lake in excess of 20 feet in length and shall not operate at a speed above 10 miles per hour.

7.05. No boat may be used or operated on Lake Windsor which is not the personal property of a member of the Committee.

7.06. If at any time, the Committee deems a boat to be threatening to the health, safety and welfare of the members, the Committee may request that such boat be removed from the Lake.

7.07. No houseboat shall be permitted on the waters of the Lake. In the discretion of the Committee, one pontoon boat may be acquired for the benefit of all members of the committee who may wish to use a pontoon boat.

7.08. All motors utilized on Lake Windsor shall be electric outboard motors. This prohibits gasoline or diesel driven outboard or inboard motors. No electric boat motor may be attached to any boat if the horsepower of said motor exceeds the boating industry safety rating for such boat.



7.09. No person shall be permitted to operate a boat while under the influence of alcohol or drugs.

7.10. Each member is responsible for the operation of boats belonging to him and for the conduct of his family members and guests as regards observation of all of the provisions hereof. Failure to observe these rules, shall result in the issuance of warning tickets and continued failure to observe these rules or any activity which is conducted which may be of a dangerous nature may result in suspension, in whole or in part, of the member's privilege to use Lake Windsor.

7.11. No firearms of any kind, including, but not limited to, high powered air and pellet guns, shall be fired or discharged from any boat, or by anyone across the Lake, or into the Lake, or on any property abutting the Lake.

#### SECTION 8.

##### FISHING REGULATIONS

8.01. Subject to the other provisions hereof, no one shall be permitted to fish in Lake Windsor except members and their families.

8.02. Members may invite guests to enjoy fishing privileges provided the said guests are accompanied by a member.

#### SECTION 9.

9.01. Enforcement. The Declarant, the Committee or any member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations of this Declaration. Failure by the Declarant, committee, or any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right so to do thereafter. The Committee shall not be obligated to bring any actions unless the health, safety, welfare and security of the members are threatened.

9.02. Construction. The provisions of this Declaration shall be liberally construed and interpreted at all times in such a way as to effectuate the purposes of the Declaration in creating and carrying out a uniform plan for the use of Lake Windsor. If any provision of this Declaration of the application thereof shall be invalid or unenforceable to any extent, the remainder of this Declaration and application of such provisions shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

9.03. Attorney's Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof by reference or otherwise, the prevailing party or parties shall also be entitled to an award of reasonable attorney's fees, in such amount as may be fixed by the court in such proceeding.

9.04. Use of Lake. Each and every member and occupant of any lot or property shall and does, by accepting title to their interest in the lot or property, agree to indemnify, defend, and hold harmless the Declarant, his agents, employees and successors, against and from all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation and/or maintenance of the improvements on the lot or property occupied by, owned by or under the control of such owner or occupant, the use and/or possession of such lot or property, the conduct of business or any other activities by such member or occupant or his guests or invitees on any lot or property, or upon the Lake.

9.05. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulations pertaining to the ownership, occupation or use of any property abutting Lake Windsor is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

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STATE OF MISSISSIPPI, COUNTY OF MADISON:

I certify that the within instrument was filed for record in my office this 25 day of June, 19 99, at 1145 o'clock a M., and was duly recorded on the JUN 25 1999, Book No. 1180, Page 258.

STEVE DUNCAN, CHANCERY CLERK

BY: J Cole D.C.

Cherry Hill Plantation  
PO Box  
Scott Kimbrough  
101 Sharpe Rd  
Madison, MS 39110

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