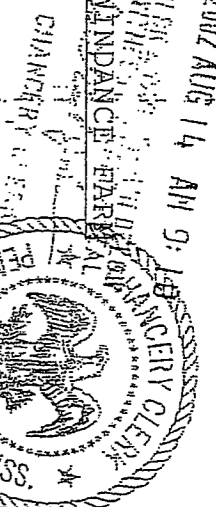


COUNTY OF PEARL RIVER

AMENDMENT TO PROTECTIVE COVENANTS OF WINDANCE FARM



WHEREAS, the undersigned are the owners of lots within Windance Farm, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Pearl River County, Mississippi, imposed Protective Covenants dated June 28, 2002, upon said subdivision which are recorded in Deed Book 797, Pages 118-123, in the office of the Chancery Clerk of Pearl River County, Mississippi, and

WHEREAS, it is the desire of the Declarants to amend Covenant #31 (C) of the aforesaid Protective Covenants for the purpose of enhancing and protecting the value, desirability and attractiveness of the said real property, and

WHEREAS, Covenant #31 (C) of the aforesaid Protective Covenants is hereby amended and shall hereafter read as follows:

31. (C) No lot shall be purchased for the purpose of providing access to other property not located within Windance Farm Subdivision, except as required by Pearl River County as set forth on subdivision plat filed of record on Slide A-174, in the office of the Chancery Clerk of Pearl River County, Mississippi.

THIS AMENDMENT shall not affect any of the other provisions of the original Protective Covenants as recorded in Deed Book 797, Pages 118-123, which shall remain in full force and effect.

WITNESS the signatures of the Declarants, upon this, the 12<sup>th</sup> day of August, A.D., 2002.

STUART COMPANY, A Mississippi Corporation

BY: E. C. Stuart, Jr.  
E. C. STUART, JR., President  
Rubin C. Herrin  
RUBIN C. HERRIN

Shelia J. Herrin  
SHELIA J. HERRIN

Mark Kevin Emelio  
MARK KEVIN EMELIO

ic 8

Kristy Ann Emelio  
KRISTY ANN EMELIO

Mark A. Phillipam  
MARK A. PHILLIAM

Kimberly Phillipam  
KIMBERLY PHILLIAM

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, the within named **W. C. STUART, JR.**, who acknowledged that he is the President of **STUART COMPANY**, a Mississippi Corporation, and he signed, executed, and delivered the foregoing Amendment of Protective Covenants for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal of office, upon this, the 26<sup>th</sup> day of July, A.D., 2002.

Katharine Lynn Stewart  
NOTARY PUBLIC

My Commission Expires:  
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 22, 2005  
BONDED THROUGH STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **RUBIN C. HERRIN and wife, SHELLA J. HERRIN**, who acknowledged to me that they signed, executed, and delivered the foregoing Amendment of Protective Covenants on the day, in the year, and for the purposes therein contained.

GIVEN under my hand and official seal of office, upon this, the 6<sup>th</sup> day of August, A.D., 2002.

Katharine Lynn Stewart  
NOTARY PUBLIC

My Commission Expires:  
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 22, 2005  
BONDED THROUGH STEGALL NOTARY SERVICE



STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

BOOK 799 PAGE 475

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **MARK KEVIN EMELIO** and wife, **KRISTY ANN EMELIO**, who acknowledged to me that they signed, executed, and delivered the foregoing Amendment of Protective Covenants on the day, in the year, and for the purposes therein contained.

GIVEN under my hand and official seal of office, upon this, the 12<sup>th</sup> day of August, A.D., 2002.

*Kathleen Lynn Stuart*  
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 22, 2005  
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the with named **MARK A. PHILYAW** and wife, **KIMBERLY PHILYAW**, who acknowledged to me that they signed, executed, and delivered the foregoing Amendment of Protective Covenants on the day, in the year, and for the purposes therein contained.

GIVEN under my hand and official seal of office, upon this, the 30<sup>th</sup> day of July, A.D., 2002.

*Kathleen Lynn Stuart*  
NOTARY PUBLIC

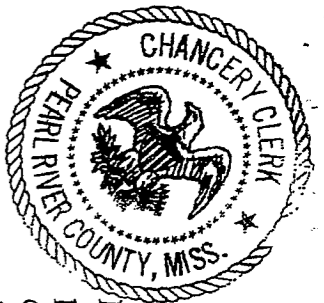
My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 22, 2005  
BONDED THRU STEGALL NOTARY SERVICE

PREPARED BY:

Stuart Company  
P. O. BOX 550  
Picayune, MS. 39466  
(601) 799-1191

Return to E. C. Stuart, Jr.



PROTECTIVE COVENANTS FOR WINDANCE FARM

In order to protect the health, safety and general welfare of the owners of the property within Windance Farm, the following covenants will run with each deed or title. The first six subdivision restrictions shall be enforceable by Pearl River County:

STATE OF MISSISSIPPI  
PEARL RIVER COUNTY  
CHANCERY CLERK  
2002 JUL 15 AM 11:44  
WITNESSED BY MY HAND & SEAL  
IN WASHINGTONTOWN, MISSISSIPPI

- 1.) No building permit shall be issued before the Mississippi State Board of Health approves the sewage and water systems. Whenever the subdivision is served by community (central water system) no private water supply may be drilled or otherwise constructed on any lot for the purpose of supplying potable water to any building or structure, except for the purpose of irrigation, and in no event shall there be a physical connection between any such source and any element of the community water system.
- 2.) Construction of any nature is prohibited in County drainage easements or streets right of way.
- 3.) No lot shall be used for the storage of or maintained as a dumping ground for rubbish or junk. The accumulation of rubbish or junk on any lot, for any reason whatsoever, is expressly prohibited. Rubbish and junk are herein defined as, but not limited to abandoned or dilapidated automobiles, trucks, tractors, and other such vehicles and parts thereof, scrap building material, scrap equipment, old washing machines, dryer tanks, cans, barrels, boxes, drums, piping, tin, bottles, glass, old iron, machinery, rugs, paper, beds or bedding and old tires.
- 4.) No structures of any type may be built or located within the designated 100 - year flood plan (Zone A) or wetland as designated on the plat.
- 5.) No lots shall be subdivided without prior written approval of the Board of Supervisors and Chancery Court of Pearl River County, Mississippi. Notwithstanding the foregoing, the minimum size for any lot on which a dwelling may be constructed shall be one (1) acre.
- 6.) Driveways on corner lots shall not be located any closer than sixty (60) feet from a corner of said property closest to the intersection as measured from the corner of the property where the said two street rights-of-way intersect.
- 7.) All lots shall be used for single family residential purposes. Provided, however, developer and his agents shall have the right to use a lot and put a mobile home on such lot as a temporary sales office for marketing and development purposes and developer and his agents shall have the right to use Lot #38 for an equipment barn for a period of ten (10) years after all lots in this development are sold.
- 8.) No lots shall be re-subdivided without the prior written approval of the Board of Supervisors of Pearl River county, Mississippi. Notwithstanding the foregoing, the minimum size for any re-subdivided lot on which a dwelling may be constructed shall be one (1) acre.
- 9.) No residence may be built or placed on less than one lot and only one residence may be built or placed on one lot.
- 10.) The owner and developer shall appoint the initial Board of Directors which shall have three members. The initial Board shall be appointed with one, two, and three year terms respectively. Each appointee shall serve until replaced by a person elected by the lot owners of record. The first election of members to the Board of Directors shall be held one (1) year from the date of the sale of the last lot, or at the first annual Property Owners' Association meeting to be held in December 2004, whichever occurs first. A person to be elected to the Board of Director, must be a lot owner of record. The ownership of each lot shall have one

(1) vote but there shall be only one (1) vote per lot. This Board may enforce these covenants and take action against anyone who is in violation of any covenant. This Board shall also have the authority to receive, consider, grant or deny variances of and from these covenants. Any judgments rendered against any property owner for violation of these covenants as well as attorney fees or other necessary expenses incurred for enforcement of these covenants shall constitute a lien against the property in question.

- 11.) No building, fences, or improvements of any type shall be erected, placed or altered on any building lot in this development until the building plans, specifications, and plot plan showing the location of such building, fence, or improvement have been approved in writing by the Board of Directors and a building permit has been issued if required by law. No approval shall be required for driveways or mailboxes. No structure of any type may be built or located within an area designated as flood land.
- 12.) No fences shall be allowed in the front yards of any lots. Fences in the back yard shall be made of wood, vinyl, masonry, stucco, metal, or chain link only. No other type of wire fencing shall be allowed. A non-exclusive perpetual right-of-way or easement is reserved across the North fifteen (15) feet of Lots 1, 2, 3, 57, 58 and 68 for the purpose of constructing and maintaining a white decorative fence which is for the benefit of the Windance Property Owners' Association. Once Lots 1 and 2 are sold, the owners of said lots shall be permitted to remove only that portion of the white fence required for the limited purpose of building a driveway into their lots.
- 13.) The Board of Directors shall monitor all construction to see that these Covenants, Conditions and Restrictions are complied with; however, this Board is not accountable or liable for the technical design or structural integrity of any foundation, wall, roof or any component of any house or other improvement, whether caused by defective material or defective workmanship.
- 14.) All residences constructed on any lot shall be fully finished dwellings of generally accepted building material and constructed according to Southern Building Code Standards and must be completed within six (6) months from the date construction is commenced. All utilities shall be provided underground.
- 15.) Each dwelling shall be constructed with at least 1,500 square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches. The minimum pitch of the roofs on the main body of all dwellings shall be a 7 and 12 pitch.
- 16.) No structures of a temporary character, (including but not limited to a recreational vehicle, trailer, mobile home, basement, tent, shack, garage, barn or other out building), shall be used on any lot, at any time as either a temporary or permanent residence. The use, parking or storage of a house trailer or mobile home on any lot, for any reason whatsoever, is expressly prohibited.
- 17.) Any separate structure such as equipment sheds, animal shelters, greenhouses, or storage buildings must be placed to the rear of the dwelling. Such structures shall not be constructed or used until the dwelling on the lot is completed or under construction.
- 18.) No dwelling or accessory structures, erected or to be erected, shall be used directly or indirectly for trade or business. Commercial or industrial use of any part of this property is prohibited.
- 19.) No structure shall be constructed or placed nearer than thirty-five (35) feet from the front boundary line and twenty-five (25) feet from the side and rear boundary lines. This restriction shall not apply to driveways, mailboxes or fences. However, the existing well and well house located on Lot 6 shall be permitted to

- remain in its present location under a grandfather clause as it was built prior to this property being developed and sold as Windance Farm Subdivision.
- 20.) Individual sewage disposal systems shall be installed in accordance with the Mississippi State Board of Health regulations.
  - 21.) No noxious, immoral, illegal or offensive activity shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the public.
  - 22.) Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and sightly appearance within Windance Farm. Developer, Property Owners' Association and the Board of Directors, each, reserves and shall have the right but not the obligation to cut the grass for which the lot owner shall pay the Property Owners' Association not less than \$100.00 for each cutting of their lot up to twelve (12) cuttings per year. The lot owner agrees to pay for the grass cutting within ten (10) days of receipt of statement rendered by the Board of Directors and agrees that any unpaid charges together with all the attorney fees and reasonable cost of collection will constitute a lien against their lot until paid.
  - 23.) No trees may be cut or removed except for building sites and other improvements without the prior written approval of the Board of Directors which may impose reasonable conditions or restrictions for tree removal. No tree shall be painted or white washed.
  - 24.) All garbage, trash or other waste of any kind shall be kept in sanitary containers. All equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition.
  - 25.) No large animals, livestock, goats, swine, or poultry shall be bred, kept or raised on any lot except that dogs, cats or other household pets may be kept, provided that they are not bred, kept or raised for any commercial purpose, but rather for the personal enjoyment of the lot owner or family residing thereon. All animals which are permitted under this clause, shall be kept under adequate fence and sanitary conditions so that they will not cause any damage, nuisance or inconvenience to the neighbors.
  - 26.) The discharge of firearms within Windance Farm is expressly prohibited.
  - 27.) Only the following signs may be displayed to the public view on any lot during the construction or sale period of a dwelling:
    - a.) Owner's sign,
    - b.) Realtor's "For Sale" sign,
    - c.) General Contractor's sign,
    - d.) Lender's sign.
 These signs must be professionally made and shall not be larger than three feet square. Developer, it's agents and it's lender shall have the right to place larger signs at the entrance to Windance Farm until all lots in this development are sold.
  - 28.) All contractors must keep all lots free from trash and debris and must maintain a portable outdoor toilet on the lot during the construction period. The contractor and lot owner shall be jointly and severally liable for adherence to this covenant.
  - 29.) In the event a dwelling or appurtenant structure is damaged or destroyed by fire or act of God, owner shall repair, replace or completely remove the damaged or destroyed dwelling or structure within nine (9) months from the date of occurrence.
  - 30.) Developer reserves unto itself, its successors and assigns the following non-exclusive perpetual easements or rights of way: (A.) utility easement fifteen (15) feet in width along the rear and street boundary lines and seven and one half (7 1/2)

feet in width along the side boundary lines of all lots for the purpose of installation and maintenance of utilities and for drainage. This reservation of such utilities is for the purpose of providing for the practical installation of such utilities as and when any public or private utility company may desire to serve said lots with no obligation on the part of the developer to supply such services. (B.) drainage easement 50 feet in width across lots 10, 11, 12, 13, 14, 32, 33, 51, 53, 54, 55, 56, 57 and 52 being 25 feet on each side of a line identified on the subdivision plat filed of record in the office of the Chancery Clerk of Pearl River County, Mississippi.

- 31.) (A.) Developer reserves unto itself, its successors and assigns a non-exclusive perpetual easement or right of way for drainage, utility and access purposes across any other lots identified on said plat filed of record in the office of the Chancery Clerk of Pearl River County, Mississippi.  
(B.) Developer reserves unto itself a non-exclusive perpetual right-of-way or easement for access and utility purposes across the West 30 feet of Lot 23 and across the East 30 feet of Lot 24.  
(C.) No lot shall be purchased for the purpose of providing access to other property not located within Windance farm Subdivision.
- 32.) The following covenant applies only to owners of lots that are contiguous to the lake, or dam being identified as Lots 39, 40, 41 & 50, 51, 52.:
  - (A.) All owners of land that is contiguous to this lake or dam shall be responsible for the maintenance and upkeep of the lake, and dam. A perpetual easement is hereby reserved on, over and across the dam of said lake for this maintenance and upkeep.
  - (B.) All owners of land that is contiguous to this lake or dam and a maximum of two (2) guests per lot shall have the right to use all of the area covered by water for boating and fishing only. Each owner or guest shall enter and exit the water from their respective lot only. Any such owner or guest that enters or exits the water from another person's lot shall be considered trespassing and in violation of this covenant.
  - (C.) No motorized boats shall be allowed on this lake at any time for any purpose.
  - (D.) Developer, Stuart Company, has installed a water well with a submersible pump on Lot 39, which will serve as a back up water supply to raise the water level of the lake contiguous to the hereinbefore described lots, should it become necessary to do so because of insufficient rainfall. Stuart Company and the owners of Lots 39, 40, 41, 50, 51, and 52 agree to the following terms and conditions.
    - 1.) Stuart Company has paid the deposit for obtaining electric service from Mississippi Power Company to run said well on Lot 39.
    - 2.) Stuart Company will pay for the maintenance and upkeep of the well and the utility bills for this well through December 31, 2003 at which time, Stuart Company will deposit \$5,000.00 into an account for the use and benefit of the above described lot owners to be applied toward future maintenance and upkeep of the well and pump and payment of the utility bills.
    - 3.) Beginning January 1, 2004 and thereafter, the owners of lots 39, 40, 41, 50, 51, and 52 shall be responsible for the permanent upkeep and maintenance of the well and pump and the payment of utility bills.
    - 4.) On January 1 of each year, the above described lot owners shall each contribute an amount equal to their pro-rata share of the previous year's utility bills. A separate bank account will be opened and maintained by the Board of Directors for the receipt and disbursement of the funds. The lot owners shall designate one person

to pay these bills for the next twelve months. If a lot owner fails or refuses to pay his or her proportionate part of the utility bill by February 1 of any given year, the Board of Directors shall have the right to impress a lien on the property of the defaulting owner and take the necessary action to enforce same until the amount of the lien including attorney fees and court costs have been paid in full.

5.) It is understood that the use of this well shall be limited to maintaining the water level of the lake and no other use shall be permitted.

6.) Covenant "#32" applies only to the owners of Lots 39, 40, 41, 50, 51 and 52, Windance Farm and is in addition to and not in lieu of the remaining Protective Covenants for this subdivision contained herein.

33.) Property Owners' Association:

- a.) Membership: By acceptance of the deed to property located within Windance Farm, the lot owner becomes a member of the Windance Farm Property Owners' Association.
- b.) Purpose: The purpose of the Windance Farm Property Owners' Association shall be to enforce these protective covenants and to maintain the common areas as identified on the subdivision plat. Developer shall not be responsible for the enforcement of the protective covenants.
- c.) Annual Meeting: The first annual meeting of the Windance Farm Property Owners' Association shall be held on a date and at a time and place set by the Developer in December 2003. Future annual meeting date, time and locations shall be determined at that time. For purposes of carrying on business of the property owners' association, the owner or owners of each lot shall have one (1) vote per lot. One-Third present of all lot owners shall constitute a quorum. A simple majority of Fifty-One percent (51%) of those present shall be sufficient to pass on any matters of business before the association.
- d.) Special Meetings: A majority of the lot owners may call a Special Meeting of the Property Owners' Association at any time by filing with the Secretary of the Association a written request for such meeting stating what business is to be addressed at the meeting. A written notice stating the business to be discussed at the Special Meeting must be sent to all lot owners of record by certified mail, return receipt requested, at least 15 days prior to the date of a meeting. For purposes of carrying on business of the Property Owners' Association, the owner or owners of each lot shall have one (1) vote per lot. Two-Thirds (2/3) present of all lot owners shall constitute a quorum. A Two-Thirds (2/3) majority of those present shall be sufficient to pass on any matters of business before the association.
- e.) Fees and Assessments: The annual assessment shall not exceed \$100.00 per year per lot through calendar year ending December 31, 2003, and thereafter the amount of the annual assessment shall be set by the Property Owners' Association. The annual assessment or the pro-rata part thereof shall be paid at the time of each lot purchase. Thereafter, the annual assessment shall be due in advance on January 1 of each calendar year thereafter. All said lot owners agree to pay said maintenance charges within thirty (30) days of receipt of statement rendered by the Board of Directors and agree that any unpaid charges, together with attorney fees, and reasonable collection costs will constitute a lien against their lot until paid. Developer shall be responsible for paying annual assessments for any lots that remain unsold after December 31, 2007.

34.) Duration: These covenants shall remain in full force and effect for twenty-five (25) years from the date hereof and shall be automatically extended for successive periods of ten (10) years thereafter unless, prior to any renewal date an instrument signed by not less than 2/3 of the lot owners if files for record in the Office of the Chancery Clerk of Pearl River County, Mississippi, altering, amending or terminating these covenants, conditions, and restrictions.



35.) Invalidation: Invalidation of any covenant by judgment or court order shall in no way effect the validity of other restrictions which shall remain in full force and effect.

WITNESS the signature of STUART COMPANY, a Mississippi Corporation, upon this, the 28<sup>th</sup> day of June, A.D., 2002.

STUART COMPANY,  
A Mississippi Corporation

BY: E. C. Stuart, Jr.  
E. C. STUART, JR., President

STATE OF MISSISSIPPI            )  
  )  
COUNTY OF PEARL RIVER        )

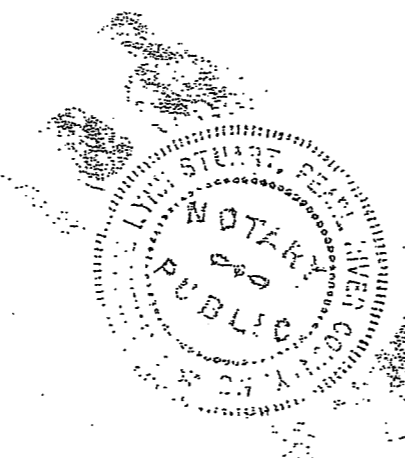
PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named E. C. STUART, JR., who acknowledged to me that he is the President of STUART COMPANY, a Mississippi Corporation, and as its act and deed, he signed, executed, and delivered the foregoing Declaration of Protective Covenants for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal of office, upon this, the 28<sup>th</sup> day of June, A. D., 2002.

Katherine Lynn Stuart  
NOTARY PUBLIC

My Commission Expires:  
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 22, 2005  
BONDED THROUGH STEGALL NOTARY SERVICE

Prepared By: Stuart Company  
P. O. Box 550  
Picayune, Ms. 39466  
(601) 799-1191



Return to E. C. Stuart, Jr.