

RESTATED AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEDGEWOOD GOLF COURSE AND SUBDIVISION

WHEREAS, Restrictive Covenants of Wedgewood Golf Course and Subdivision appears in Plat Book 34, Page 20; and,

WHEREAS, by previous Declaration recorded in Warranty Deed Book 218, Page 533, dated September 14, 1989, DON MARKLE, Developer of Wedgewood Subdivision, recorded a Declaration of Covenants, Conditions, and Restrictions relating to said subdivision, and, a subsequent Amendment To Declaration thereof recorded in Warranty Deed Book 235, Page 620, dated September 14, 1989; and,

WHEREAS, said Declarations do not contain certain provisions for assessments of members in the mandatory Property Owners Association; and,

WHEREAS, Declarants represent that they are owners of at least ninety percent (90%) of the Lots of Wedgewood Subdivision, and as such, have authority to amend this Declaration; and,

WHEREAS, it is the sole and express intent and purpose of this Restated Amended Declaration to incorporate into the Declaration, language that will make the subdivision eligible for loan guarantees from the Federal Housing Authority and Veterans Administration as well as provide for maintenance assessments for any subsequent Property Owners Association that may be incorporated for the purpose of assisting and/or relieving the Developer in the maintenance of the common areas of the Subdivision and in the enforcement of the terms and conditions of this and preceding documents related hereto.

NOW, THEREFORE, in consideration of the premises, the undersigned Property Owners do hereby publish and declare that all or any portion of the Property described on Exhibit "A" hereto is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to in furtherance

+ termination
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN

Warranty deed BOOK

NO. 464 PAGE 604

THIS THE 10 DAY OF Feb, 2004

W.E. Davis

CHANCERY CLERK

by S. Cleveland

of a plan for the development and improvement of the said Property, and the said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any person or legal entity acquiring or owning any interest in any portion of the Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees, assigns and lessees.

ARTICLE I

DEFINITIONS

The following words, or phrases, when used in this Declaration or any amendment or supplement thereto, unless the definitions of any of such words or phrases are later specifically amended or unless the context shall prohibit, shall have the following meanings:

1. "Property" shall mean the real property described on Exhibit "A" hereto, which is subject to this Declaration or any Supplemental Declaration and such shall be known as the "Wedgewood Subdivision".
2. "Association" shall mean the Wedgewood Property Owners Association, which shall initially be an unincorporated association but which shall have the option of forming a Mississippi non-profit corporation at a later date, and which Association shall have as its members all of the owners of Lots within the Property and which shall be responsible for the care, management and supervision of (i) the common area within the Property, (ii) the portions of the Property burdened with an easement in favor of the Association and (iii) subject to the rights of governmental authorities, the non-paved portions of rights-of-way of streets or roads that abut the Property.
3. "Final Subdivision Plan" shall mean that document or documents officially filed of record in DeSoto County, Mississippi, which are required under applicable law to be so filed, to establish and make of public record, among other things, the boundary lines of the real estate encompassed therein, the boundary

lines of the Lots as shown thereon, the boundary lines of the Common areas as shown thereon, roads or streets within the Property as shown thereon, easements and planting screens as shown thereon and certain restrictions and conditions relating to the Property encompassed therein as set forth thereon. The Developer has deposited a final plat for the development of the Property with the appropriate governmental authorities of DeSoto County, Mississippi. As to future development of property not yet subdivided, there will be filed for each phase a Final Subdivision Plan subdividing the undeveloped acreage.

4. "Subdivide" shall mean to designate and establish the boundary lines of any of the Property by officially filing in DeSoto County, Mississippi a Final Subdivision Plan.

5. "Common Area" shall mean all real property designated by the term "Common Area" on any Final Subdivision Plan filed officially for the purpose of subdividing the Property.

6. "Lot" shall mean any plot of land numbered and designated for the development of a single family residence as delineated on any Final Subdivision Plan subdividing the Property.

7. "Tract" shall mean any plot of land within the Property not then officially subdivided and not shown as a numbered lot on the recorded plat.

8. "Developer" shall mean DON MARKLE, its successors or assigns.

9. "Lot Owner" shall mean any person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns a Lot within the Property upon which a single family residence may be constructed, but excluding any person or legal entity having any interest in any Lot solely as security for the performance of any obligation. Specifically excluded as a Lot Owner for purposes of this document is the Developer, DON MARKLE, his successors or assigns, save for the one (1) Lot the Developer has retained for his own residential use. However, upon sale of any Lot by Developer, said Lot Owner thereof shall be deemed a Lot Owner and subject to the terms and conditions

of the Declaration and all preceding documents related thereto.

10. "Tract Owner" shall mean any person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, including the Developer, who owns any Tract of the Property, but excluding any person or legal entity having any interest in any Tract solely as security for the performance of an obligation.

11. "Declaration" shall mean this document.

12. "Assessments". A means of collecting sufficient sums on a monthly or annual basis as well as special or capital assessments to be used by the Property Owners Association to fund various projects deemed beneficial to its members and to assist or relieve the Developer in enforcing the Restrictive Covenants and maintaining the common areas. The amount and number of assessments shall be at the discretion of the Board of Directors of the Association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND EASEMENTS THEREON

1. The real property which is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to this Declaration is located in DeSoto County, State of Mississippi, and is fully described on "Exhibit A", which is attached hereto, as a part of this Declaration.

2. Easements for the installation, operation and maintenance of utilities, fences, drainage facilities, planting screens, berms and signs designating the Property shall be granted by the Developer and shall be shown on the Final Subdivision Plans relating to phases of the development of the Property; and the conveyance of any of the Property shall be made subject to such easements. From time to time the Association may grant additional easements for similar purposes over the Common Area.

ARTICLE III

THE ASSOCIATION

1. Membership. Every person or entity who is the owner

of a fee interest in any Lot or Tract shall be a member of the Wedgewood Property Owners Association and be subject to and bound by this Declaration and by Declaration of Covenants, Conditions and Restrictions and by such rules and regulations as may be adopted by the Association. Specifically excluded from membership in the Association is the Developer, DON MARKLE, or his successors or assigns save for the one (1) Lot retained by Developer for his own residential use. However, any Lot owned by the Developer and subsequently sold or conveyed shall subject Lot(s) and the owner(s) thereof to the terms and conditions of this Declaration. The Developer and his undeveloped Lots, save for his own Lot, shall not be required to pay any assessments or dues, nor, shall the Developer have a voting power in any matters of the Association. However, upon the sale and conveyance of any Lot owned by the Developer to another owner, said owner shall be bound by the terms and conditions of this Declaration. When any Lot or Tract is owned of record in joint tenancy, tenancy in common, tenancy by the entirety or in some other legal interest, the membership as to such plot of land shall be joint but the voting power arising from such membership shall be exercisable by only one of such owners as proxy or nominee for all persons holding an interest in said plot. Except as provided in Section 2 hereof, no more than one vote shall be cast with respect to any Lot and no more than one vote shall be cast with respect to each full acre in any Tract. If the joint owners disagree as to which of them shall cast the vote relative to such membership, then none of them may vote, but if such plot is represented at a meeting, its representative shall be counted for quorum purposes.

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

3. Organizational Meeting. The Association membership

shall hold an organizational meeting at the call of the Developer. The organizational meeting of the Association membership shall be held for the purposes of electing a Board of Directors and establishing procedures for the proper functioning of the Association.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Assessments. Each Lot Owner, other than the Developer, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, once it is duly organized:

(a) An Annual Assessment or charge as may be levied from time to time by the Board of Directors of the Association as hereinafter provided; and

(b) Special Assessments for capital improvements as may be established from time to time by the Board of Directors of the Association as hereinafter provided.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and the Lot Owners and for the improvement and the maintenance of the Common Areas, easements over the Property in favor of the Association and, subject to the rights of governmental authorities, unpaved rights-of-way of streets that abut the Property.

3. Maximum Annual Assessments.

(a) Until January 1 of the year immediately following the organizational meeting of the Association, the maximum annual assessment shall not exceed \$15.00 per Lot per month calculated on the basis of twelve (12) calendar months, and payable annually in advance unless provision is made for payment in installments by the Board of Directors.

(b) From and after January 1 of the year immediately following the organizational meeting of the Association, the maximum Annual Assessment may be increased each year by the Board of Directors of the Association no more than ten (10%) per cent

above the Annual Assessment for the previous year without first obtaining the affirmative vote of two-thirds (2/3) of the votes of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

(c) Annual Assessments not in excess of the maximum allowable assessments as provided hereinabove shall be levied by the Board of Directors by action taken in accordance with the provisions of Section 8 of the Article.

4. Special Assessments For Capital Improvements. In addition to the Annual Assessments authorized hereinabove, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas or upon easements in favor of the Association, including fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-third (2/3) of the votes of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose. The due date and method of payment (which may be in installments) of such Special Assessment shall be determined by the Board of Directors of the Association at the time such assessment is levied.

5. Notice and Quorum For Any Action Authorized Under Section 3 and 4. Written notice of any meeting for the purpose of taking any action authorized under Sections 3 and 4 hereinabove shall be sent to all members of the Association not less than 5 days nor more than 50 days in advance of such meeting. At the first such meeting called the presence of persons holding, personally or by proxy, sixty percent (60%) of the entire number of votes that may be cast at the meeting shall constitute a quorum. If the required quorum is not present, the Board of Directors of the Association may call another meeting subject to the same notice requirements provided herein, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Rates and Application of Assessments. Both Annual and Special Assessments shall be established at a uniform rate for all Lots.

The Board of Directors of the Association, in its discretion, may provide for the installment payment of such assessments.

7. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to all Lots which are subject thereto the first day of the month immediately following the organizational meeting of the association as provided in Article III, Section 4. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year in which the first assessment is levied. For subsequent years, the Board of Directors shall fix the amount of the annual Assessment according to the provisions hereinabove at least thirty (30) days in advance of each annual Assessment period. Written notice of the Annual Assessment shall be sent to every Lot Owner subject thereto. The due dates, including provisions for installment payments, for the payments of such assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an agent of the Association or by a member of the Board of Directors setting forth whether the assessments on a specified Lot have been paid in full as provided in Section 13 below.

8. Fines for Infractions of Association's Rules and Regulations. In addition to the right to establish the Annual and Special Assessments authorized hereinabove, the Association shall have the power to adopt rules and regulations for the use and enjoyment of the Common Areas as provided in Article V. In connection with this right, the Association may establish certain rules and regulations, the violations of which may result in a levy of a fine against the responsible Lot Owner. Lot Owners shall not be relieved from fines imposed hereunder because the action that gave rise to the fine was that of a renter from the Lot Owner or a guest of a Lot Owner.

9. Delinquent Payment of Assessments and Fines. Any assessment or fine, payment of which has not been received by the Association within thirty (30) days from the date on which the said payment becomes due and payable, shall automatically become delinquent without further notice to the Lot Owner.

10. Creation of Lien and Personal Obligation of Assessment or Fine. In order to secure payment of each assessment, both annual and special, and fine, if such be levied against a Lot owned by a Lot Owner, there shall arise a continuing lien and charge against each Lot on the date the payment of such assessment or fine shall be deemed delinquent as provided in Section 10 hereinabove. The lien shall remain in full force and effect until such time as all assessments and fines against said Lot, together with accrued interest thereon at the rate of ten per cent (10%) per annum from the date of delinquency and any and all costs resulting therefrom, including reasonable attorney's fees, shall have been paid in full.

The lien provided for herein securing delinquent assessments and fines together with accrued interest thereon and any and all costs incidental thereto shall be subordinate to liens, mortgages, or Deeds of Trust of record on any Lot securing loans to Lot Owners.

11. Enforcement of Lien. A lien for delinquent assessments or fines may be enforced by suit brought in the name of the Association acting on behalf of itself and its members in like manner as the enforcement of liens as provided by the laws and statutes of the State of Mississippi. Without prejudice to its right to bring such a suit for enforcement, the Association, at its option, may enforce collection of delinquent assessments or fines by any other competent proceeding and, in any event, the Association shall be entitled to recover in such action, suit or proceeding, the assessments or fines which are delinquent at the time of judgment or decree, together with interest thereon at the rate of ten per cent (10%) per annum from the date of delinquency together with all costs incidental to the collection, including,

but not limited to, reasonable attorney's fees and court costs.

12. A Lien Running With The Land. Any lien which shall attach to a Lot as a result of a delinquent assessment or fine shall run with the land, and the lien shall remain on the said Lot notwithstanding an outright sale, transfer or other conveyance of such property, except a foreclosure sale pursuant to a prior recorded mortgage or deed of trust as provided hereinabove.

13. Written Statement Upon Request Of Lot Owner. Upon the written request of any Lot Owner or prospective owner, or their agents, the Association or its duly appointed agent shall furnish to the person making the request a statement in writing of any assessments or fines which are unpaid and owing, as of a given date, by any Lot Owner. The said written statement by the Association or its duly appointed agent shall be conclusive evidence, binding upon the Association, of any payment of any assessment or fine therein stated to have been paid. A reasonable charge may be established by the Board of Directors of the Association for the furnishing of such information.

14. Common Area Exempted From Assessments. Notwithstanding anything herein to the contrary, the Common Area owned by the Developer, and, as may subsequently be conveyed to the Property Owners Association shall be exempt from the assessments established by the Association.

ARTICLE V

COMMON AREA

1. Designation. The Common Area(s) shall be clearly delineated and styled as "Common Area" on all Final Subdivision Plans filed affecting the Property. The Lake, levee and lake access area as are shown on the recorded Plat of the Subdivision shall be considered a part of the Common Area.

2. Rights and Restrictions. Every Lot Owner shall have a right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Lot with respect to their owners, subject to the following restrictive provisions:

(A) The right of the Association to suspend the rights of enjoyment and use of the Common Area by any Lot Owner for a period not to exceed sixty (60) days for any violation of the Association's published rules and regulations; the right of the Association to levy fines due to acts of a Lot Owner or their guests or invitees, which shall be a lien against the property of the Lot Owner to the extent and with full powers of enforcement as provided in Article IV hereinabove; the power of the Association to suspend the use of any of the Common Area by a Lot Owner while any fine or assessment against such owner's Lot remains delinquent and unpaid.

(B) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for appropriate purposes and subject to such conditions as may be approved by the membership of the Association. No such dedication or transfer shall be effective without the affirmative vote of at least two-thirds (2/3) of the votes cast on the proposition proposed.

(C) The right of the Association, acting through its Board of Directors, to mortgage all or any part of the Common Area as security for the repayment of funds borrowed by the Association. No such loan shall be negotiated or mortgage executed without the written approval of at least two-thirds (2/3) of the membership entitled to vote.

3. Delegation of Use. Any Lot Owner may delegate his right of enjoyment to the Common Areas and facilities to the members of his family who reside on the Property and to his guests, provided, that, such delegation shall be subject to any rules and regulations of use and enjoyment as may be established from time to time by the Association.

ARTICLE VI

RESTRICTIVE COVENANTS

Each of the Lots in the Wedgewood Subdivision and the rights of use of the Common Areas shall be impressed with the same restrictions, covenants, and conditions for the purpose of carrying

out a general plan of development and maintenance of the Property as appears in Plat Book 34, Page 20, as well as the Declaration of Covenants, Conditions and Restrictions relating to the subdivision recorded in Warranty Deed Book 218, Page 533; and, a subsequent Amendment to the Declaration thereof recorded in Warranty Deed Book 235, Page 620.

ARTICLE VII

LIMITED ASSESSMENTS

In the following instances the Board of Directors of the Association may impose a limited assessment applicable only to a specified Lot of an Owner and such shall be a lien upon such Lot carrying with it all the rights and duties as specified hereinabove in relation to annual assessments and capital assessments, to-wit:

- A. When the need for maintenance or repair of the Common Area is caused due to the fault of a Lot Owner, his family, guests or invitees.
- B. When ten (10) days after written notice to a Lot Owner, the Board of Directors incurs expenses in providing maintenance to the grounds of a Lot owned by such Owner, or to the structures thereon, including but not limited to clearing, mowing, trimming trees, shrubs and hedges, painting or repairing structures.

1. Amendments. This Declaration may be amended by an instrument signed by or on behalf of a majority of the Lot Owners, except that this Declaration may not be amended to change the restrictive covenants as appears in Plat Book 34, Page 20. Any amendment must be officially recorded.

2. Enforcement. The Association or any Lot Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Lot Owner to enforce any covenant or restrictions contained herein shall in no event be deemed a waiver of the right to do so thereafter.

3. Notice. Any notice required to be sent to any owner of a portion of the Property under the provisions hereof shall be either personally delivered or mailed, postage prepaid, to the last known address of the person or entity who appears as the owner on the records of the Association at the time of mailing. If mailed, the notice shall be deemed given one day after the date of mailing.

4. Invalidation by Court Order. Invalidation of any of the provisions herein by judgment or Court Order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

5. Singular, Plural and Gender. As used herein the plural shall include the singular, the singular, the plural, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the undersigned, being the declarants herein, have hereunto caused this instrument to be duly executed the 31st day of ^{December} ~~October~~, 1992.

Don Markle
 DON MARKLE, Developer and
 Owner of Lots:
 1, 2, 3, 5, 6, 14, 15, 16,
 17, 18, 20, 23, 24, 25, 26,
 27, 28, 30, 31, 32, 33, 34,
 38, 41, 42, 43, 44, 45, 47,
 71, 72, 74, 80, 81, 82, 83,
~~87, 88~~, 89, 90, 91, 92, 94,
 95, 100, 106, 107, 108, 109,
 and 119.

Debbie West
Garnet West, Jr.
 Garnet West, Jr. and
 wife, Debbie West
 Lot 116

Thomas Turpin, Sr.
Jimmie Turpin
 Thomas Turpin, Sr. and
 wife, Jimmie Turpin
 Lot 118

Gerald Wynns
 Lot 55

Shawn Hunter
 Lot 114

ALEXANDER CONSTRUCTION CO.
 BY: _____
 TITLE: _____
 Lots 104 and 105

Larry M. Charnes
 Larry M. Charnes and wife,
~~Frances Charnes~~
 Lot 115

Sara M. Schrader
Albert T. Schrader
 Albert T. Schrader and
 wife, Sara M. Schrader
 Lot 117

Loretta Watkins
 Loretta Watkins
 Lot 93

Stephanie B. Geogh
~~Gray Geogh~~

Gregory Geogh + Wife
~~Stephanie Geogh~~
 Lot 110, 111

CHAMBLISS BUILDERS, INC.

BY: Lone Chambliss & Co
TITLE: Resubdiv
Lots 4, ~~5~~, 99

Bobby Richardson
Faye Richardson
Bobby Richardson and wife,
Faye Richardson
Lot 7

Timothy W. Tabor
Cornell L. Tabor
Timothy W. Tabor and wife,
Cornell L. Tabor
Lot 8

Kevin D. Smith
Macy M. Smith
Kevin D. Smith and wife,
Macy M. Smith
Lot 9

SUNBURST BANK

BY: _____
TITLE: _____
Lot 10, ~~110~~, ~~111~~, ~~112~~, 113
and, ~~114~~

Donald E. Sellers
Julie Sellers
Donald E. Sellers and wife,
Julie Sellers
Lot 11

Paul K. Winstead
Shelia Winstead
Paul K. Winstead and wife,
Shelia Winstead
Lot 12

Gary E. Noble
Sandra Noble
Gary E. Noble and wife,
Sandra Noble
Lot 13

Vernon J. McBride
Rebecca McBride
Vernon J. McBride and wife,
Rebecca McBride
Lot 19

John W. Doddridge
Mary Kay Doddridge
John W. Doddridge and wife,
Mary Kay Doddridge
Lot 21

REEVES-WILLIAMS CO.

BY: Rebecca Williams
TITLE: Resubdiv
Lots 22, 48, 52 and, 53

Roy G. Langston
Patricia E. Langston
Roy G. Langston and wife,
Patricia E. Langston
Lot 29

PEOPLE'S BANK & TRUST CO.

BY: John E. Megley
TITLE: Resubdiv
Lot 35

John E. Megley
Barbara A. Megley
John E. Megley, III and
wife, Barbara A. Megley
Lot 36

Phillip B. Greer
Greer
Phillip B. Greer and wife,
Greer
Lot 37

Michael E. McCarty
Michael E. McCarty
Michael E. McCarty and
wife, (none) McCarty
Lot 39

Joe Dieffenbacher
Dieffenbacher
Joe Dieffenbacher
Dieffenbacher
Lot 40

Warren L. Easley
Warren L. Easley
Warren L. Easley
Lot 46

Allen B. Couch
Jody C. Couch
Allen B. Couch and wife,
Jody C. Couch
Lot 49

Robert T. Renfro
Elizabeth Q. Renfro
Robert T. Renfro and wife,
Elizabeth Q. Renfro
Lot 50

Stanley Wanzer
Gwen Wanzer
Stanley Wanzer and wife,
Gwen Wanzer
Lot 51

Lloyd Pritchard
Elizabeth Pritchard
Lloyd Pritchard and wife,
Elizabeth Pritchard
Lot 54

BRIDGEORTH HOMES

BY: Samuel B. Lowry
TITLE: Resubdiv
Lots 55, 56, 57, 66, 86,
87 and, 88

Samuel B. Lowry
Sandra B. Lowry
Samuel B. Lowry and wife,
Sandra B. Lowry
Lot 58

Fred D. Hayes
Norma L. Hayes
Fred D. Hayes and wife,
Norma Hayes
Lot 59

Jerry M. Stiles
Shirley M. Stiles
Jerry M. Stiles and wife,
Shirley M. Stiles
Lot 76

Robert F. Caldwell
Robert F. Caldwell and wife,
Margaret Caldwell
Lot 60

Jim Moffitt
Jim Moffitt and wife,
Malissa Moffitt
Lot 77

MULLINS & ASSOCIATES
BY: [Signature]
TITLE: [Signature]
Lots 61 and 69

Joseph E. Beasley
Irene J. Beasley
Joseph E. Beasley and wife,
Irene J. "Billie" Beasley
Lot 78

Don E. Rogers
Don E. Rogers
Lot 62

Larry H. Cole
Larry H. Cole
Lot 79

Leigh Markle
Todd D. Markle and wife,
Leigh Markle
Lot 63

Larry Joe Ray, Jr.
and wife, Sherry Ray
Lot 84

Bill E. Dutton
Bill E. Dutton and wife,
Sue Dutton
Lot 64

Robert L. Bridgforth
Robert L. Bridgforth
Lot 85

Charles Sneed
Charles Sneed and wife,
Karen Sneed
Lot 65

James B. Swanton
James B. Swanton and wife,
BARBARA A. Swanton
Lot 96

E. Daniel Plumlee
E. Daniel Plumlee and wife,
Dona E. Plumlee
Lot 67

Jeanette Hollowell
Jeanette Hollowell
Lot 97

Henry H. Holt
Henry Holt and wife,
Sarah Holt
Lot 68

James Welch
James Welch and wife,
Sarah Welch
Lot 98

Clifford G. Mehler, Jr.
and wife, Sandra N. Mehler
Lot 70

Johnny Coleman
Johnny Coleman and wife,
Margaret Coleman
Lot 101

Don Rhoads
Don Rhoads and wife,
Jean Rhoads
Lot 73

Frederick B. Motz
Frederick B. Motz and wife,
Motz
Lot 102

Daniel Storey
Daniel Storey and wife,
Storey
Lot 75

Nina Rogers
Nina Rogers
Lot 103

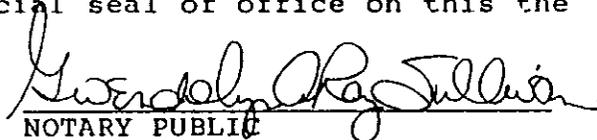
David A. Rogers
DAVID A. ROGERS
Lot 112

STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, DON MARKLE, GARNETT WEST, JR. and wife DEBBIE WEST, THOMAS TURPIN, SR. and wife JIMMIE TURPIN, LARRY M. CHARNES, ALBERT T. SCHRADER and wife SARA M. SCHRADER, LORETTA WATKINS, GREGORY GOUGH and wife STEPHANIE B. GOUGH, DON CHAMBLISS, SR. President of CHAMBLISS BUILDERS, INC., BOBBY RICHARDSON and wife FAYE RICHARDSON, TIMOTHY W. TABOR and wife CORNELL L. TABOR, KEVIN D. SMITH and wife TRACY SMITH, DONALD E. SELLERS and wife JULIE SELLERS, PAUL K. WINSTEAD and wife SHEILA WINSTEAD, GARY E. NOBLE and wife SANDRA NOBLE, JOHN W. DODDRIDGE and wife MARY K. DODDRIDGE, ROBERT WILLIAMS, Partner of REEVES-WILLIAMS CO., ROY G. LANGSTON and wife PATRICIA E. LANGSTON, RICKY DILLEY, First Vice President of PEOPLE'S BANK & TRUST CO., JOHN E. MEGLEY, III and wife BARBARA A. MEGLEY, MICHAEL McCARTY, JOL DIEFFENBACHER, WARREN L. EASLEY, ALLEN B. COUCH and wife JODY C. COUCH, ROBERT T. RENFRO and wife ELIZABETH Q. RENFRO, STANLEY WANZER and wife GWEN WANZER, LOYD PRITCHARD and wife ELIZABETH PRITCHARD, BARRY BRIDGFORTH, President of BRIDGFORTH HOMES, SAMUEL B. LOWRY and wife SHIRLEY LOWRY, FRED D. HAYES and wife NORMA HAYES, ROBERT F CALDWELL and wife MARGARET CALDWELL, MULLINS & ASSOCIATES, TODD D. MARKLE and wife LEIGH MARKLE, BILL E. DUTTON and wife MARY SUE DUTTON, CHARLES SNEED and wife KAREN SNEED, E. DANIEL PLUMLEE and wife DONA E. PLUMLEE, HENRY HOLT and wife SARAH HOLT, CLIFFORD G. MEHLER, JR. and wife SANDRA M. MEHLER, DON RHOADS, JR. and wife JEAN RHOADS, JERRY M. STILES and wife SHIRLEY M. STILES, JIM MOFFITT and wife DELORES MOFFITT, JOSEPH E. BEASLEY and wife IRENE J. BEASLEY, LARRY H. COLE, LARRY JOE RAY, JR., and wife SHERRY RAY, ROWERLENE R. BRIDGFORTH, JAMES P. SWANTON, JR. and wife BARBARA A. SWANTON, JEANETTE HOLLOWELL, JIMMY D. WELCH and wife DEBORAH K. WELCH, JOHNNY COLEMAN and wife MARGARET COLEMAN, NINA ROGERS, DAVID A. ROGERS, being the above stated property owners of the respective lots of Wedgewood Subdivision, who acknowledged that they signed and delivered the above and foregoing RESTATED AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEDGEWOOD GOLF COURSE AND SUBDIVISION, on the day and year therein mentioned and for the purposes therein expressed.

31st GIVEN UNDER MY HAND and official seal of office on this the day of December, 1992.


NOTARY PUBLIC

My Commission Expires:
April 13, 1996

Part of Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi, and more particularly described as follows, to-wit:

Commencing at the northwest corner of the northeast quarter of the northeast quarter of the northeast quarter of Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi; thence westward with the north line of Section 32 208.7 feet to the true Point of Beginning of this tract; thence southward with an interior angle of 89 degrees 54 minutes 37 seconds 417.4 feet to a point; thence eastward with an interior angle of 270 degrees 05 minutes 23 seconds 208.7 feet to a point; thence southward with an interior angle of 89 degrees 54 minutes 37 seconds 1859.25 feet to a point; thence eastward with an interior angle of 270 degrees 51 minutes 23 seconds 660.0 feet to a point on the east line of Section 32; thence southward with said east line of Section 32 at an interior angle of 88 degrees 51 minutes 00 seconds 566.38 feet to a point; thence westward with an interior angle of 90 degrees 37 minutes 00 seconds 1177.90 feet to a point; thence northward with an interior angle of 80 degrees 30 minutes 00 seconds 192.0 feet to a point; thence westward with an interior angle of 278 degrees 38 minutes 00 seconds 1488.88 feet to a point being the southwest corner of the northeast quarter of Section 32; thence westward with an interior angle of 180 degrees 07 minutes 07 seconds 1154.31 feet to a point; thence northward with an interior angle of 90 degrees 26 minutes 38 seconds 1593.71 feet to a point; thence eastward with an interior angle of 89 degrees 20 minutes 15 seconds 420.30 feet to a point; thence northward with an interior angle of 270 degrees 39 minutes 00 seconds 1045.77 feet to a point on the north line of Section 32; thence eastward with said north line at an interior angle of 89 degrees 33 minutes 00 seconds 1228.74 feet to a point; thence eastward with an interior angle of 180 degrees 32 minutes 00 seconds 1276.30 feet to the point of beginning of the herein described tract containing 188.66 acres, less and except right-of-way for Goodman and Tchulahoma Roads, and being subject to all codes, subdivision covenants and revisions, easements and other right-of-ways.

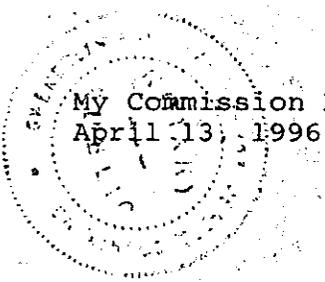
EXHIBIT "A"

COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, DON MARKLE, GARNETT WEST, JR. and wife DEBBIE WEST, THOMAS TURPIN, SR. and wife JIMMIE TURPIN, LARRY M. CHARNES, ALBERT T. SCHRADER and wife SARA M. SCHRADER, LORETTA WATKINS, GREGORY GOUGH and wife STEPHANIE B. GOUGH, DON CHAMBLISS, SR. President of CHAMBLISS BUILDERS, INC., BOBBY RICHARDSON and wife FAYE RICHARDSON, TIMOTHY W. TABOR and wife CORNELL L. TABOR, KEVIN D. SMITH and wife TRACY SMITH, DONALD E. SELLERS and wife JULIE SELLERS, PAUL K. WINSTEAD and wife SHEILA WINSTEAD, GARY E. NOBLE and wife SANDRA NOBLE, JOHN W. DODDRIDGE and wife MARY K. DODDRIDGE, ROBERT WILLIAMS, Partner of REEVES-WILLIAMS CO., ROY G. LANGSTON and wife PATRICIA E. LANGSTON, RICKY DILLEY, First Vice President of PEOPLE'S BANK & TRUST CO., JOHN E. MEGLEY, III and wife BARBARA A. MEGLEY, MICHAEL McCARTY, JOE DIEFFENBACHER, WARREN L. EASLEY, ALLEN E. COUCH and wife JODY C. COUCH, ROBERT T. RENFRO and wife ELIZABETH Q. RENFRO, STANLEY WANZER and wife GWEN WANZER, LOYD PRITCHARD and wife ELIZABETH PRITCHARD, BARRY BRIDGFORTH, President of BRIDGFORTH HOMES, SAMUEL B. LOWRY and wife SHIRLEY LOWRY, FRED D. HAYES and wife NORMA HAYES, ROBERT F CALDWELL and wife MARGARET CALDWELL, MULLINS & ASSOCIATES, TODD D. MARKLE and wife LEIGH MARKLE, BILL E. DUTTON and wife MARY SUE DUTTON, CHARLES SNEED and wife KAREN SNEED, E. DANIEL PLUMLEE and wife DONA E. PLUMLEE, HENRY HOLT and wife SARAH HOLT, CLIFFORD G. MEHLER, JR. and wife SANDRA M. MEHLER, DON RHOADS, JR. and wife JEAN RHOADS, JERRY M. STILES and wife SHIRLEY M. STILES, JIM MOFFITT and wife DELORES MOFFITT, JOSEPH E. BEASLEY and wife IRENE J. BEASLEY, LARRY H. COLE, LARRY JOE RAY, JR., and wife SHERRY RAY, ROWERLENE R. BRIDGFORTH, JAMES P. SWANTON, JR. and wife BARBARA A. SWANTON, JEANETTE HOLLOWELL, JIMMY D. WELCH and wife DEBORAH K. WELCH, JOHNNY COLEMAN and wife MARGARET COLEMAN, NINA ROGERS, DAVID A. ROGERS, being the above stated property owners of the respective lots of Wedgewood Subdivision, who acknowledged that they signed and delivered the above and foregoing RESTATED AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEDGEWOOD GOLF COURSE AND SUBDIVISION, on the day and year therein mentioned and for the purposes therein expressed.

GIVEN UNDER MY HAND and official seal of office on this the 31st day of December, 1998.

Gwendolyn Ray Sullivan
 NOTARY PUBLIC



My Commission Expires:
 April 13, 1996

STATE MS.-DESOTO CO. ^{2W}
 FILED ²⁴

MAY 4 4 01 PM '93

BK 256 PG 725
 W.E. DAVIS CH. CLK.
 by P. Stuckey DC