

**THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR**

**PHASE I WINDSTONE SUBDIVISION IN SECTION 26, TOWNSHIP 1 SOUTH,
RANGE 7 WEST, DESOTO COUNTY MISSISSIPPI AS RECORDED IN
PLAT BOOK 65 PAGE 30 IN THE OFFICE OF THE CHANCERY CLERK OF
DESOTO COUNTY MISSISSIPPI**

AND

**PHASE 1 FIRST REVISION WINDSTONE SUBDIVISION IN SECTION 26,
TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY MISSISSIPPI
AS RECORDED IN PLAT BOOK 70 PAGE 40 IN THE OFFICE OF THE
CHANCERY CLERK OF DESOTO COUNTY MISSISSIPPI**

AND

**PHASE III WINDSTONE SUBDIVISION IN SECTION 26, TOWNSHIP 1 SOUTH,
RANGE 7 WEST, DESOTO COUNTY MISSISSIPPI AS RECORDED IN
PLAT BOOK 86 PAGE 17 IN THE OFFICE OF THE CHANCERY CLERK OF
DESOTO COUNTY MISSISSIPPI**

AND

**PHASE III A WINDSTONE SUBDIVISION IN SECTION 26, TOWNSHIP 1
SOUTH, RANGE 7 WEST, DESOTO COUNTY MISSISSIPPI AS RECORDED IN
PLAT BOOK 92 PAGE 1 IN THE OFFICE OF THE CHANCERY CLERK OF
DESOTO COUNTY MISSISSIPPI**

AND

**PHASE IV SECTION A WINDSTONE SUBDIVISION IN SECTION 26, TOWNSHIP 1
SOUTH, RANGE 7 WEST AS RECORDED IN
PLAT BOOK 83 PAGE 29 IN THE OFFICE OF THE CHANCERY CLERK OF
DESOTO COUNTY MISSISSIPPI**

AND

**PHASE IV SECTION B WINDSTONE SUBDIVISION IN SECTION 26, TOWNSHIP 1
SOUTH, RANGE 7 WEST, DESOTO COUNTY MISSISSIPPI AS RECORDED IN
PLAT BOOK 83 PAGE 44 IN THE OFFICE OF THE CHANCERY CLERK OF
DESOTO COUNTY MISSISSIPPI**

AND

**PHASE V SECTION A WINDSTONE SUBDIVISION IN SECTION 26, TOWNSHIP 1
SOUTH, RANGE 7 WEST, DESOTO COUNTY MISSISSIPPI
AS RECORDED IN PLAT BOOK 93 PAGE 25 IN THE OFFICE OF THE CHANCERY
CLERK OF DESOTO COUNTY MISSISSIPPI**

AND

**PHASE V SECTION B WINDSTONE SUBDIVISION IN SECTION 26, TOWNSHIP 1
SOUTH, RANGE 7 WEST, DESOTO COUNTY MISSISSIPPI AS RECORDED
IN PLAT BOOK 98 PAGE 10 IN THE OFFICE OF THE CHANCERY CLERK OF
DESOTO COUNTY MISSISSIPPI**

AND
PHASE VI WINDSTONE SUBDIVISION IN SECTION 26, TOWNSHIP 1 SOUTH,
RANGE 7 WEST, DESOTO COUNTY MISSISSIPPI
AS RECORDED IN PLAT BOOK 104 PAGE 10 IN THE OFFICE OF THE CHANCERY
CLERK OF DESOTO COUNTY MISSISSIPPI

The Third Amended and Restated Declaration of Covenants and Restrictions is entered into with regard to Phase I Windstone Subdivision as Recorded in Plat Book 65 Page 30, First Revision recorded in Plat Book 70 Page 40, Windstone Subdivision Phase 3 as recorded in Book 86 Page 17, Windstone Subdivision Phase 3A as recorded in Book 92 Page 1, and Windstone Subdivision Phase 4 Section A as recorded on Plat Book 83 Page 29, Windstone Subdivision Phase 4 Section B as recorded in Book 83 Page 44, Windstone Subdivision Phase 5A as recorded in book 93 Page 25, Windstone Subdivision Section 5B as recorded in Book 98 Page 10, and Windstone Subdivision Phase 6 as recorded in Book 104 Page 10, as recorded on Plat Book 83 Page 44 all in Section 26, Township 1 South, Range 7 West by EBI Inc., which is the Managing Member of Wedge, LLC ("the Developer")

Whereas, part of the original covenants were amended and supplemented by instruments recorded in Book 363 Page 566, Book 392 Page 121, Book 392 Page 136, Book 464 Page 622, and Book 559 Page 588 of said records with respect to Windstone Subdivision, the plats of which are recorded in the Office of the Chancery Clerk of Desoto County, Mississippi, as referenced above; and;

Whereas, in said recorded covenants and in the original plats the developer reserved the right to amend and promulgate the covenants at his discretion, and has determined that it is in the best interest of the community to consolidate the prior recording of covenants and restrictions and provide certain amendments at the request of the Homeowners Association, and to restate said covenants;

Now Therefore Be It Resolved and Declared By Declarant, that the property described on the plats for the various sections of Windstone Subdivision as more particularly described on Exhibit "A" attached hereto are and shall be held, conveyed, transferred, sold, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the original covenants, as heretofore amended and hereby amended.

ARTICLE I. PURPOSE

Declarant, in order to provide for the preservation of the values, amenities, attractiveness and desirability of the real property to be known as "Windstone Subdivision", as more fully described in Article III hereof, and in order to provide for the administration and maintenance of certain portions of said real property and for the enforcement of these covenants and restrictions, hereby declares that the real property described in Article III hereof shall be held, used, transferred, sold and conveyed subject to the covenants and restrictions set forth herein.

ARTICLE II. DEFINITIONS

- A. "Association" means Windstone Homeowners' Association, Inc., a Mississippi nonprofit corporation.
- B. "Board" means the Board of Directors of Windstone Homeowners' Association, Inc.
- C. "Lot" means the parcels of land in the Properties upon which a residence may be constructed.
- D. "Bylaws" means the Bylaws of the Association.
- E. "Committee" means the Architectural Control Committee.
- F. "Common Area" means any land, easements or facilities which the Association owns and/or maintains.
- G. "Declarant" means Wedge, LLC, a Mississippi Limited Liability Company, its successors and assigns.
- H. "Declaration" means this Declaration of Covenants and Restrictions as the same may be supplemented or amended from time to time.
- I. "Improvement" means all buildings, outbuildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility poles and lines and any other structure of any type or kind. Improvements to be placed on any building site require the approval of the Committee.
- J. "Living Area" means those heated and/or air-conditioned areas which are completely finished as a living area, and shall not include garages, carports, porches, patios, or storage areas.
- K. "Member" means any lot owner in Windstone Homeowners' Association, Inc.
- L. "Owner" means any person who owns fee simple title to any lot within the development, and shall not mean a mortgagee unless and until such mortgagee has acquired title through foreclosure or any proceeding in lieu of foreclosure.
- M. "Waterfront lots" means any lot abutting a water body.
- N. "Properties" shall mean and refer to the real property described in Article III hereof.

ARTICLE III. PROPERTY SUBJECT TO DECLARATION

The Real property which is subject to this Declaration is that certain real property located in Olive Branch, Mississippi and more particularly described in the heading of this declaration, also described as Windstone Subdivision . Phase I Windstone Subdivision as Recorded in Plat Book 65 Page 30, First Revision recorded in Plat Book 70 Page 40, Windstone Subdivision Phase 3 as recorded in Book 86 Page 17, Windstone Subdivision Phase 3A as recorded in Book 92 Page 1, and Windstone Subdivision Phase 4 Section A as recorded on Plat Book 83 Page 29, Windstone Subdivision Phase 4 Section B as recorded in Book 83 Page 44, Windstone Subdivision Phase 5A as recorded in book 93 Page 25, Windstone Subdivision Section 5B as recorded in Book 98 Page 10, and Windstone Subdivision Phase 6 as recorded in Book 104 Page 10, as recorded on Plat Book 83 Page 44 all in Section 26, Township 1 South, Range 7 West as more particularly described in the PUD attached hereto as Exhibit "A".

ARTICLE IV. WINDSTONE HOMEOWNERS' ASSOCIATION

Section 1. General. Declarant has deemed it desirable for the efficient preservation of the values and amenities in Windstone Subdivision to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and administering and enforcing the covenants and restrictions, and collection and disbursing the assessments and charges hereinafter established, and for the purpose of promoting the common interest of property owners in Windstone Subdivision. Pursuant thereto, Declarant has caused to be incorporated under the laws of the State of Mississippi, as a nonprofit corporation, Windstone Homeowners' Association, Inc., for the purpose of exercising the aforesaid powers. The association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation and Bylaws, and may include, but not be limited to, maintenance of roads, common areas, utility trench lines, easements, a security system, and pest control program. The Association may engage in any other activity or assume any responsibilities that may be considered as promoting the common interest of residents.

The Association shall operate and maintain at its cost, in neat and good order, and for the use and benefit of the owners of property in Windstone Subdivision, all land owned by the Association. The Association shall be responsible for the perpetual maintenance of the roads unless or until the appropriate governmental body of Olive Branch accepts this responsibility from the Association. The Association shall be responsible for the maintenance of utility trench lines. If Declarant conveys any property to the Association other than streets and other designated common areas, such conveyance shall not be effective until and unless it is approved by two-thirds (2/3) of the members present and voting at any meeting of the homeowners at which due notice of consideration of such conveyance has been given to all the members; and further provided that Declarant shall not be entitled to vote for or against the acceptance of such conveyance.

Section 2. Membership in the Association. Each record owner of a fee or undivided interest in any lot which is subject to this Declaration shall be a member of the Association and shall abide by the Association's articles, bylaws, rules and regulations and this Declaration and shall be liable for the payment of all assessments levied; provided that a person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2.1. In addition to any other powers and authority provided in this Declaration, the Members of the Association shall have the following authority:

2.1.1 To elect a Board of Directors

2.1.2 To effect necessary amendments to this Declaration, in the manner provided in paragraph 20 hereof.

2.1.3 To recall any member of the Board with or without cause being

shown, by affirmative vote of the majority of the Members present, at a duly noticed meeting of the association at which a quorum is present.

Section 3. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 2, with the exception of Declarant. Class A members shall be entitled to one vote for each lot owner. When more than one person holds such interest in any lot, all such persons shall collectively be entitled to one vote per lot, which vote shall be exercised by the consent of a majority of the owners of record of such lot. For the purpose of exercising voting rights, the owner of a lot which has a residential dwelling on it may designate the occupant to vote; provided said designation shall be made in writing and shall remain in effect until cancelled in writing and delivered to the Association.

Class B. Class B member shall be the Declarant. The Class B member shall be entitled to cast two votes for each building site in which he holds the interest required for membership by Section 2; provided that the Class B membership shall cease and become converted to Class A membership when Declarant elects in writing to terminate Class B membership.

No member shall be entitled to vote unless such member has fully paid all assessments, late fees, court costs, etc. as provided herein as shown by the books of the Association.

Section 4: Authority of Association The Association, for the benefit of the lots and Owners thereof and acting through its Board of Directors and officers elected by such Board, shall enforce the provisions hereof and shall have the following powers and duties, to-wit:

- 4.1 To conduct, manage and control the affairs of the Association and the Development, and to make such rules and regulations therefore not inconsistent with the law or this Declaration as is deemed in the best interest of the Owners.
- 4.2 To appoint an agent or manager for the Development, and to delegate such of its powers to such agent or manager as may be required for its proper functioning, provided) however, that an agent or manager selected prior to the first annual meeting of the Association after the initial organizational meeting, shall be employed to manage only until the first annual election, at which time the continuance of the same or the selection of another agent or manager shall be determined by the Board.
- 4.3 To establishment of a budget and setting assessments as provided for in Article IV.
- 4.4 To contract and pay out of the Maintenance Fund hereinafter provided the following:

- 4.4.1 Water, sewer, garbage, electrical, telephone, gas and other necessary utility service for the Common Area;
- 4.4.2 Workmen's compensation insurance to the extent necessary to comply with any applicabic laws;
- 4.4.3 Compensation for such agent or manager of the Development, and for other workmen and personnel as may be employed by the Association;
- 4.4.4 Legal and accounting fees for services necessary or proper in the operation of the Development and Association or enforcement of the restrictions and covenants herein contained;
- 4.4.5 Expenses for any other materials, supplies, labor, services, maintenance, or repairs that the Association is required to secure or pay for pursuant to the terms of this Declaration, or by law, or that, in its opinion, shall be necessary or desirable for the Development or the enforcement of these restrictions
- 4.4.6 Any amount necessary to discharge any lien or encumbrance levied against the entire Development or any part thereof that may, in the opinion of the Board, constitute a lien against the Common Area, rather than merely against the interest therein of a particular Owner or Owners, except that where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it;
- 4.4.7 Expenses for maintenance and repair of any lot if such maintenance and repair is necessary, in the opinion of the Board, to protect and preserve the Common Area, and the Owner or Owners of said lot have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered personally or by certified mail to said Owner or Owners (the Association, its agents, servants and employees, are hereby given the right and license to enter upon and in any lot for the purpose of making and effecting such maintenance or repair), provided that the Association shall levy a special assessment against the Owner or Owners of any such lot to pay for the costs or expenses arising out of or incident to said maintenance and repair, and assessment therefore;
- 4.4.8 Taxes and special assessments that are or would become a lien on the Common Area;
- 4.4.9 Maintenance of improvements in landscape and drainage easements, and repair of any drainage easement in the Development where the City of Olive Branch and/or County of Desoto has declined to accept such responsibility;
- 4.4.10 Insurance policy or policies insuring the Association, Board and each and

all of the Owners against any liability to the public or to the Owners or any other person resulting from or incident to the ownership, management and use of the Common Area by the Board, Owners, their invitees and tenants and members of the public, the liability limits under which insurance shall not be less than Five Hundred Thousand Dollars (\$500,000.00) for the total personal injury from any one accident, Two Hundred Thousand Dollars (\$200,000.00) personal injury to one person, Fifty Thousand Dollars (\$50,000.00) for total medical payment for each accident, and Fifty Thousand Dollars (\$50,000.00) for property damage (such limits to be reviewed at least annually by the Board and increased in its discretion). The Board may also obtain such errors and omissions insurance or other insurance as it deems advisable insuring the Board and each Member thereof against any liability for any act or omission in carrying out their obligation hereunder or resulting from their membership on the Board or any committee thereof.

If any additional insurance is required due to extra hazardous use made of any lot or because of improvements to any lot installed by its Owner, which increases the premiums for the required amount of coverage, the cost thereof shall be assessed to the Owner of such lot. In order to facilitate the provisions for maintenance of adequate and proper insurance, it is contemplated that Declarant may contract for insurance coverage covering the Common Area as contemplated by this paragraph prior to or concurrently with the first sale or sales of lots in connection with the financing of such sales, and any obligations or commitments for the payment of premiums or expenses otherwise incurred by Declarant under any such policy or coverage, whether or not the same is also a personal obligation of the purchaser or purchasers of any lot, shall become an obligation of the Association and shall be paid for out of the Maintenance Fund as provided herein.

An Owner may purchase such liability insurance as he may deem advisable for his own account and at his own expense, except that the carrying of any insurance individually by any Owner shall not relieve him of the obligation to pay such portion of assessments as may be made from time to time for purpose of paying premiums of other charges on liability insurance carried or contracted for by the Association for the benefit of the entire Development.

- 4.5 The agents of the Association may enter any lot when necessary in the opinion of such person or persons in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage to the lot caused thereby shall be repaired by the Association at the expense of its Maintenance Fund. There is hereby specially reserved an easement for ingress and egress to each lot and in, over, and upon each lot for such purposes which shall be exercised by or upon the authority of the Association.
- 4.6 Nothing herein contained shall be construed to give the Association authority to conduct a business within the Development for profit on behalf of all of the Owners, or any of them, without the concurrence by affirmative vote of a majority of the total membership.

- 4.7 The Association, by a majority vote of its Board, may make expenditures in excess of the ten percent (10%) of its current annual budget only if the expenditure is included in the annual budget established by the Board. This provision does not apply to any expenditure needed on an emergency basis.
- 4.8 The Association shall have the authority and power to enter into contracts with owners and lessees of lands adjoining or near the Development and with associations having powers with reference to said lands similar to the powers held by the Association. Any contracts so entered into may provide, among other things, for a joint installation, maintenance and repair of facilities benefiting the Development, and for the joint retainer of and use of maintenance, professional and management services for the joint discharge of any of the duties of each party to such contract to the extent that the duties so defined shall not be inconsistent with the duties, powers and rights of the Association as herein defined. Without limiting the generality of the foregoing listed contractual purposes, the Association may also contract with such owners, lessees or associations to the end that encumbrance of the liens established under hereof may be exercised by such other owners, lessees or associations in the event that the Board should deem the same to be in the best interests of the Association.
- 4.9 The Association shall have the duty to enforce the provisions of this Declaration, including the duty to seek to enjoin any breach or threatened breach of any of the provisions hereof and to pay all costs of any such action or other enforcement procedure.
5. Board of Directors. The Association shall be managed by a Board of Directors composed of five (5) of the Members or representative of Members which hold title to a lot(s) in a corporate or similar form. For the first two (2) fiscal years, the Board shall be appointed by the Declarant, or its designee, and thereafter shall be elected by vote of the Members at the annual meeting of Owners.
- 5.1 Meetings. Action by the Board shall, unless otherwise stated herein or by law, be by written consent of the Members of the Board as permitted by Mississippi law or by majority vote of those present at meetings held for that purpose at which a quorum is present.
- 5.2 Meetings of the Board may be held at such time and location as shall be determined from time to time by a majority of the Directors. The Board shall in all events have an annual meeting. Notice of annual meetings shall be given to each Director, personally or by mail, telephone or telegraph at least seven (7) days prior to the day named for such meeting unless such notice is waived. Such notice shall specify the date and hour of the meeting and the general nature of the business to be transacted. The first meeting of the Board shall be held as promptly as practicable following their appointment by Declarant or its assignee. All meetings of the Board shall be open to all Members except that the Board may designate a part of each meeting as a closed executive session. With prior written approval by the Board, any Member may address the Board at any meeting, but shall not be

entitled to vote.

- 5.3 Notice of all meetings of the Board shall be given, on the same basis as to the Board, to any Member whose request to present an issue has been approved by the Board.
- 5.4 To constitute a quorum for the transaction of business by the Board, it is necessary that at least three (3) members of the Board be present. Every act or decision done or made by a majority of the Members present at a meeting duly held at which a quorum is present at the commencement of such meeting shall be regarded as the act of the Board, except as otherwise provided herein.
- 5.5 A quorum of the Members of the Board may adjourn any meeting of the Board to meet again at a stated day and hour, provided, however, that in the absence of a quorum, a majority of the Members present at any meeting of the Board may adjourn from time to time until the time fixed for the next regular meeting.
- 5.6 The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to holding such meeting, or approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records of the Board or made a part of the minutes of the meeting.
- 5.7 A President of the Association shall be elected at the first meeting of the Board in every year. At the same time the following officers shall be elected by the Board: Vice President, Treasurer, and Secretary. The President shall preside at all meetings of the Board and all officers shall exercise and perform such other powers and duties as may from time to time be assigned to them by the Board. If there shall occur during any year a vacancy in any office because of death, resignation, removal, disqualification or other cause, the Board shall elect a person to fill the vacancy so created, to serve in such capacity until the first regular meeting of the Board in the following year.
- 5.8 Special meetings of the Board may be called by the President and must be called at the written request of two-fifths (2/5ths) of the votes of the Board. Not less than three (3) days written notice of the meeting shall be given personally, by mail or by e-mail, which notice shall state the time, place and

purpose of the meeting unless waived in writing. Written notice of the time of such meetings shall be given as provided above.

- 5.9 The Board may, by at least three (3) affirmative votes of the Board Members, designate an Executive Committee and such other committee or committees, as it may from time to time deem desirable to assist it in the management of the Development. The committee may only make recommendations to the Board, and the Board may not delegate to any committee so created any of the powers and authority of the Board in the authority of the management of the Development.

ARTICLE V. ASSESSMENTS

Section 1. General Annual Assessments for All Lots. Until changed by the Board, the annual assessment per lot shall be \$350.00. The annual assessment may be increased or decreased by the Board not more frequent than annually; provided, however, that the maximum annual assessment shall not exceed the sum of \$500.00 per lot unless the same is approved by the members of the Association in accordance with Section 3 and/or 4 below.

Section 2. Additional Annual Assessments for Lots Having Access to Private Alleys. In addition to the above assessment and until changed by the Board, the annual assessment for lots whose vehicular access is by means of an private alley shall be \$75.00 and shall be restricted to the maintenance of said access alley. The annual assessment may be increased or decreased by the Board not more frequent than annually; provided, however, that the maximum annual assessment shall not exceed the sum of \$400.00 per lot unless the same is approved by the members of the Association in accordance with Section 4 below. Any owner of more than two (2) lots shall be exempt from the annual assessment for a period of one (1) year.

Section 3. Change in Maximum Annual Assessment. The Association may change the maximum amount of the annual assessment fixed by Section 1 and 2 above prospectively for any annual period, provided that any such change shall be approved by two-thirds (2/3) of the voters of Class A members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

Section 4. Special Assessments. In addition to the annual assessments authorized by Section 1 and 2 above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement on the common areas, including necessary fixtures and personal property relating thereto, and any extraordinary expense of operation or

maintenance, provided that any such assessment shall have two-thirds (2/3) of the votes of Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

Section 5. Quorum. The quorum required for any action authorized by Sections 4 above shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, presence at the meeting of members, or of proxies, entitled to cast sixty (60) percent of all votes of the membership shall constitute a quorum. If a quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5 hereof, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Assessment Due Dates. The annual assessments provided for herein shall be due and payable on or before July 31 of each year until otherwise changed by the Board. The due date of any special assessment levied pursuant to Section 4 shall be fixed in the resolution authorizing such assessment. Any resident purchased during the year shall be required to pay the Association the annual assessment, prorated at the time of settlement.

Section 7. Authority of Board. The Board shall have the authority to change the due date of assessments and the amount thereof, provided, however, that written notice of any change in the amount or due date shall be given to each owner at least thirty (30) days in advance of such due date. The Board shall cause to be prepared a roster of the properties and assessments applicable thereto which roster shall be kept at the principal address of the Association, and shall be open to inspection by any owner during normal business hours. A billing statement or invoice for payment of the assessment shall be sent to each owner at the address designated in writing to the Association by each owner. If not otherwise designated in writing, said billing statements and/or notices may be mailed to the address of any lot upon which a dwelling unit has been constructed, and in the case of nonimproved lots, may be mailed to the address set forth on the Olive Branch tax roll. Receipt for payment shall be furnished upon request.

Section 8. Effect of Nonpayment of Assessments. If the assessments are not paid on the date when due then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, including reasonable attorneys' fees, as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid by August 1 of each year, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action, including attorney fees.

Section 9. Rights of Declarant. Notwithstanding anything contained herein to the contrary, Declarant shall be exempt from the payment of assessments against lots owned by Declarant and held for sale in the normal course of business; provided, however, that this exemption shall not apply to lots owned by Declarant and held for sale in the normal course of business; provided, however, that this exemption shall not apply to lots owned by Declarant upon which have been constructed a dwelling unit; and, provided further, that Declarant's exemption from payment of assessments shall terminate upon termination of Class B membership in the Association or upon Declarant's written waiver of the exemption, whichever shall be first.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for above shall be subordinate to the lien of any first mortgage of an institutional mortgagee and to the lien of any purchase money mortgage held by Declarant, its successors and assigns. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any building site pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

For the purpose of this Declaration, "Institutional Mortgagee" means (a) any lending institution having a first mortgage lien upon a lot including any of the following institutions; a federal or state savings and loan or building and loan association, or bank or real estate investment trust, or mortgage banking company doing business in the State of Mississippi; of (b) any "Secondary Mortgage Market Institutions" including the Mississippi National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institutions as the Board shall thereafter approve in writing which has acquired a first mortgage upon a lot; or (c) any and all investing or lending institutions, or the successors and assigns of such lenders herein referred to as the "lenders") which has loaned money to declarant to acquire, or construct improvements upon, the property and which holds a mortgage upon any portion of the property securing such a loan.

ARTICLE VI. ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership. The Board shall appoint the members of the Architectural and Control Committee which shall initially consist of R. M. Bailey, J. Eubanks, Jr., Allen

Richardson. After the second annual meeting of the association, there shall be added a homeowner representative. As each Phase of the Windstone Community Class A membership reaches a level of 90% of total votes for that Plat, the Board shall appoint successor Architectural Control Committee members for that Section and Phase.

Section 2. Written Approvals. All approvals or disapprovals, either complete and final, conditional, or qualified, shall be in writing and signed by an Architectural committee representative. Until further notice, submittals should be delivered or mailed to:

Windstone Architectural Committee
P.O. Box 778
Southaven, MS 38671

Section 3. Successors. Membership of the original membership in the Architectural Control Committee for each phase shall expire on December 31, of the year following the calendar year in which 90 percent of the total lots in that phase are sold; or upon the death or resignation of any of the above-named individuals. In either case, the Board shall appoint successor committee member(s) as required to maintain a minimum committee size of at least three members.

Section 4. Purpose. No building, fence, structure, alteration, landscaping, addition or improvement of any kind, other than interior alteration not affecting the external appearance of a building or structure shall be commenced, erected, placed or maintained upon any portion of any lot unless and until the plans and specifications therefore shall have been approved in writing by the Committee in its sole discretion as to harmony of external design and location in relation to surrounding structures and topography and as to aesthetic quality.

Section 5. Approval Procedures. Any approval requested of the Committee shall be requested in writing and shall be submitted to the Committee at the principal address of the Association. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, approval shall be deemed to have been given if written notice by the applicant has been given to the Committee stating that no action was taken for thirty (30) days and requesting immediate action within ten (10) days; and the Committee fails to approve or disapprove within said ten (10) day period.

Before any construction is undertaken, the lot owner or his representative shall lay out the dimensions of the structure on the site, and this specific site plan must be approved by the Committee in writing.

Within ten (10) days after the completion of construction of any improvement within Windstone Subdivision the owner, builder, or other agent for the owner, shall give written notice to the Committee that the improvement is complete and ready for inspection. Within twenty (20) days after receipt of such notice, the Committee shall inspect the improvement and shall notify the owner in writing as to any defects or

deficiencies which are found. This response from the Committee shall include a statement as to the corrections which should be made to correct any such deficiencies so as to render the improvement in compliance with the approved plans and specifications. The owner shall be given a reasonable period within which to correct such deficiencies. After a reasonable opportunity to do so, the Committee shall make such recommendations to the Board as it deems necessary in enforcing compliance with the approved plans and specifications. In the event the Committee fails to inspect the improvement and notify the owner in writing as to the defects within thirty (30) days after such notice, the improvement will be deemed in compliance with the plans and specifications previously approved.

Section 6. Administration. The Committee shall have the power to adopt rules and establish procedures not inconsistent with the provisions of this Declaration, including, but not limited to construction and development standards as may be deemed necessary by the Committee to insure a quality development, and to insure preservation of the aesthetic qualities of the property and to insure that there will be no pollution of the pond. The written request and submittal of plans and specifications required pursuant to Section 2 hereof shall include, but not be limited to, a specific site plan; floor plans with elevation; accessory structures and features, including pool, deck plans; screen enclosures, mailboxes, fences and other pertinent structures; garbage disposal facilities; driveway and sidewalk locations, specific grading and clearing and landscaping plan, including erosion and drainage control requirements both during and after construction; construction timing schedule; a comprehensive color scheme designating the precise color of all exterior surfaces and exterior materials to be used. The Committee may disapprove a plan for lack of artistic style or aesthetic quality. For example, the committee may disapprove a plan because it is too square or "box-like", because the roof is too flat, because there is not sufficient landscaping, or for any other reason that the Committee in its sole discretion may deem appropriate. In addition to the basic roof and wall colors, the rendering or color scheme shall include, but not be limited to, the color of the trim, gutters, windows, shutters, decks, porches, and all other exposed surfaces. The Committee, in its sole discretion, may disapprove a color scheme on the ground that it is not in conformance with the aesthetic character of the development. The Committee shall also disapprove any aluminum windows, doors, or similar structures using aluminum, except anodized aluminum. No pipes, wires, or other appurtenances underneath or adjoining a structure shall be exposed, but shall be encased or housed as part of the overall construction project.

Section 7. Limitation of Liability. No approval of plans and specifications, nor these design guidelines shall ever be construed as representing or implying that a structure is properly designed. Such approvals and standards shall in no event be construed as representing or guaranteeing that any structure will be built in a good workmanlike manner. It is the sole responsibility of the lot owner to make sure that construction meets the criteria of Windstone Subdivision covenants and design guidelines and all applicable codes, ordinances, and/or regulation applicable to said project.

Section 8. Enforcement. The Architectural Control Committee shall be the governing authority for builders and contractors of Windstone Subdivision. All building and plot plans, construction requirements, and the rule of regulations of the subdivision are under the control of the Architectural Control Committee and it is the responsibility of the Architectural Control Committee to see that said rules and regulations are enforced.

ARTICLE VII. GENERAL STANDARDS

Section 1. Land Use and Building Types. No lot shall be used except for residential purposes. No building of any type shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed three stories in height at street grade. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and specifications approved by the Committee must be completed in accordance with said plans and specifications upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. No lot shall be subdivided, it being the intent of this provision to allow one residential dwelling per lot, provided however, that one dwelling unit may be constructed on two or more adjoining lots.

Section 2. Size of Dwelling Structure. The minimum heated square footage for houses located on any lot having access to an alley shall be 1,800 square feet as approved in the P.U.D. text. These areas are exclusive of open porches, garages and basements.

The minimum heated square footage for all other homes shall be 1,500. The minimum square footage of a 1½ or 2-story house will be 1,200 square feet at the first level footprint as approved in the P.U.D. text. These areas are exclusive of open porches, garages and basements.

Section 3. Exteriors. All exteriors shall consist of no less than three sides brick, with wood windows, anodized aluminum, Vinyl windows are excluded. All exterior roof materials and colors, exterior paint colors, brick and mortar colors should be selected only from the list approved by the Architectural Control Committee. Flashing shall either be copper or painted to match the roof color or brick color.

Section 4. Roof Pitch. A minimum of a 6/12-roof pitch shall be required. Vent shacks shall be placed on rear of house.

Section 5. Improvement Setbacks and Location. See recorded plat for setbacks. In no case shall the setback violate existing Olive Branch Ordinances. No building, structure, fence, wall, hedge, vehicle or shrub planting which obstructs sightlines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting

them to a point 25 feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sightline limitations shall apply within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No hedge shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines. For the purpose of this section, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach on or over another lot.

Section 6. Fences. Unless specifically approved by the Committee, no fence of any kind shall be placed or constructed nearer to the front property line than the building set-back line or the front corner of the residence, whichever is greater. The Committee may permit certain decorative fencing to be so constructed if the Committee, in its sole discretion, determines such fencing would not detract from or obstruct the front setback view and appearance.

Fencing for all lots accessed by alleys will not be any closer to rear lot line than 10 feet and lots adjoining alley entrance roads shall not be any closer than 6 feet. Any fencing visible from front yard shall require brick columns at all corners. In the case of corner lots, fence sections visible from either or both front yards shall require brick columns at all corners.

All fencing shall be 6-foot tall cedar shadow box fence type. All fencing must be approved by Architectural Committee prior to beginning of fence construction. Any fence erected in violation of this section shall be required to be removed or amended at the cost of the homebuilder/ homeowner responsible for the violation.

Section 7. Garages and Carports. Each living unit shall have a minimum of a two-car garage. All garage entrances shall face the rear or side property line. No front entry garages shall be allowed.

Section 8. Temporary Structures. No trailer, travel trailer motor home, basement, tent, shack, garage, barn, or other outbuilding shall not at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be located on any lot at any time. Boats, trailers, campers and other vehicles will be permitted only when screened and not visible from the street. The location and screening shall be approved by the Association.

Section 9. Driveways. All driveways shall be constructed with pea-gravel concrete with gravel exposed on the driveway surface.

Section 10 Sidewalks. Sidewalks must be installed by the lot owner along all street frontage to Olive Branch specifications.

Section 11. Utilities and Connections. All houses shall be built to qualify for the ATMOS, Gasmark Program.

Section 12. Television Antennas. All house connections for all utilities including, but not limited to, water, sewage, electricity, telephone and television shall be run underground from the property connecting points to the building structure in such manner to be acceptable to the governing utility authority and the Architectural Committee. Antennas are not allowed (e.g. TV or Radio). All satellite dishes shall be placed in the rear of the dwelling. All satellite dishes shall be no greater than 19" in diameter. Exterior radio and television antenna, and satellite dish installations must be approved in writing by the Committee.

Section 13. Water Supply. No individual water supply system of any type shall be permitted on any site unless approved in writing by the Committee.

Section 14. Garbage and Refuse Disposal. No lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers installed in such manner to be acceptable to the Architectural Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All containers shall be kept at the rear of the residence, and in no event shall the same be visible from the street when facing the residence.

Garbage containers for all lots accessed by alleys shall be located at the rear of the lots and placed on a concrete pad. Garbage containers shall be screened by a 6 foot dog-eared cedar fence or any other screening approved by the architectural committee.

Section 15. Air-Conditioning and Heating Units. No window air-conditioning or heating units shall be installed in any dwelling and all exterior heating and/or air-conditioning compressors or other machinery shall be located to the rear of the residence or on the side if it is totally screened from view from any street, in such a manner to be acceptable to the Committee, and shall not be visible from the street. Under no circumstances shall any of the same be located at the front of the residence. No vents of any kind shall be located on the front of the building.

Section 16. Mailboxes. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar materials shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Committee. Mailboxes shall be approved and installed at driveways or at rear service drive.

Section 17. Lighting. Each Lot Owner will install during the construction of his house, one (1) gas post lantern in front lawn and one light over garage door which will operate automatically from an electric eye. The specific location of the post will be designated at

the point the site plan is presented to the Architectural Control Committee for approval. The specifications for post and lights will be uniform throughout the Development as approved by the Committee. Front light posts are to be provided by ATMOS and are to be installed on every lot at the approved distance from the curb.

No lighting of a pool, patio, or other recreation area will be installed without the approval of the Architectural Control Committee, and if allowed, will be designated for recreational character so as to buffer the surrounding residences from all lighting.

No exterior light will be installed or maintained on any lot where such light is found to be objectionable by the Architectural Review Committee. If any exterior light is considered objectionable, the owner of the lot on which same is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable.

All garages shall have approved lighting fixtures either 12" to 18" above the garage door with a photocell for its operation to maintain a lighted service drive for homeowners.

Section 18. Swimming Pools. The construction plans of all swimming pools shall be approved by the Architectural Control Committee. All swimming/children's wading pools shall be fenced in a manner to comply with applicable law and regulations and to prohibit easy access by small children. All pools must be inground pools and be enclosed by a showbox fence; above ground pools not allowed.

Section 19. Foundation. No foundation vents shall be visible from the street. Foundations: Finished floor elevations shall be set at a minimum of 12 inches above highest existing grade, after lot has been prepared.

Section 20. Construction. Construction of any dwelling shall be completed within 18 months from commencement of construction.

Section 21. Porch/Balcony Railings All railing at dwelling porches and/or balconies shall be constructed of wood unless otherwise approved by the Architectural Committee. Railing construction shall consist of horizontal top and bottom rails of Minimum 2x2 vertical pickets or 2x2 vertical spindles. Railing height, design, and picket spacing shall meet all applicable codes. Any railing deviating from this standard or original drawings must be approved prior to erection. Any railing erected in violation of this section shall be required to be removed or corrected at the expense of the homebuilder/ homeowner or responsible party for the violation.

Section 22. Landscaping. Solid Block Sod Zoysia, Centipede or Hybrid Bermuda is required in all front yards. All lots shall be fully soded. Landscaping, including shrubs and trees, shall be approved by the Architectural Control Committee.

Section 23. Walks. All walks and drives, with the exception of the city sidewalks, must be washed concrete with exposed pea rock. All lots shall have a concrete pad for trashcans that are enclosed behind a 6-foot fence. The air conditioner pad shall be hidden from view and located at the rear of the house near the garage so that the noise from

condensing units may not be objectionable to the adjacent homeowner.

Section 24. Exterior Paint and Finish Colors. The Architectural Control Committee must approve any Change in color from the original exterior colors of any residence or other improvement.

ARTICLE VIII. RESTRICTED OR PROHIBITED ACTIVITIES.

Section 1. Business or Commercial Activity. No business, trade or commercial activity shall be conducted on any lot.

Section 2. Signs. No sign of any kind shall be displayed to the public view on any site except one sign of not more than five square feet advertising the property for sale or rent. No other advertising will be allowed on any residential home/lot. All signs must be approved in writing by the Committee.

Section 3. Livestock and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs must be kept on a leash, be fenced in a yard, or kept in the house. Any dog creating a nuisance in the neighborhood be it from excessive barking, chasing cats, chasing people, or the like, shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor neighborhood or tend to damage or destroy either private or public property.

Section 5. Vehicle Parking. With the exception of temporary parking for visitors, maintenance vehicles or delivery vehicles, there shall be no on-street/alley parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles, trucks or trailers. Temporary parking as used above is defined as not including over-night parking.

Section 6. Storage of Personal Property. All personal property kept on the premises of a lot, shall be either kept and maintained in a proper storage facility, or shall be-stored at the rear of the home. However, nowhere on the property shall this provision be construed to permit junk cars, old appliances, or the like from being kept anywhere on the property, including in the front, to the side, or to the rear of the property. Any personal property, if it to be stored on the lot, is to be stored in a completely enclosed structure approved by the Committee. Among other remedies, and after thirty (30) days notice to owner, the Association may come upon the lot to remove property being stored in violation of this provision, all at the expense of the owner, which shall constitute a lien against said property. An automobile or other vehicle shall be considered a junk car, under this provision if it is immobile for a period of thirty (30) days or longer, or does not have a current license tag.

There shall be no cooking/fireplace apparatus, interior furniture or any other personal property that does to preserve the values, attractiveness and desirability of Windstone on the front porch area of residences. Examples of prohibited items are charcoal/gas grills, interior couches, pink flamingoes, et al'. Exception may be requested through the HOA with written approval.

Section 7. Drying Areas. No clothing, laundry, or wash shall be aired or dried on any portion of a lot in an area exposed to view from any road passing by any portion of the lot. In any event, drying shall be permitted only at the rear of the home using folding/collapsible drying racks. No permanent clothes lines are permitted.

Section 8. Use of Fill. No owner or person acting for an owner shall bring any fill material without the prior written approval of the Committee, which approval shall be given only upon a showing that the use of such fill is necessary to a particular construction project, and upon a showing that the use of such fill will not change or adversely affect the drainage pattern within Windstone.

Section 9. Open Fires. Open fires and the burning of leaves or underbrush shall be prohibited in Windstone unless the prior, written consent of the Committee is obtained. The Committee's consent shall be granted in the Committee's sole discretion, and, if granted, may be conditioned upon such terms as the Committee deems appropriate to be in compliance with City of Olive Branch guidelines.

Section 10. Clearing and Landscaping. No clearing, grading, destruction of vegetation or cutting of any tree larger than four (4) inches in diameter shall be undertaken or commenced on any lot until a clearing and landscape plan has been approved in writing by the Committee, and such plan shall specifically designate the vegetation and trees to be removed, and the particulars of trees, shrubs, hedges and/or sodding to be placed upon the lot after completion of construction. Owners shall maintain as much of the existing vegetation as possible.

ARTICLE IX. REGULATION OF CONSTRUCTION ACTIVITY

Section 1 Application. The following rules apply to all Windstone owners, contractors and service personnel while on Windstone premises:

Section 2 Cleanliness of Site and Surroundings. Contractors are required to keep their job sites as neat and clean as possible. Trash and discarded materials will be removed daily. All trash stockpiled for removal shall be located on street side of lot until removed. There will be no stockpiling or dumping on adjacent lots or on streets. Trash not removed may be removed by the Committee and will be billed to the responsible party or taken from the Damage Deposit. All personnel working in the community are to insure that they will keep all areas in which they work or travel free of discarded materials such

as lunch bags and odd materials. Objects should not be thrown out of cars and trucks. Stock piling of any materials on adjacent lots or common areas is not allowed.

Section 3 Material Storage. No building material of any kind or character shall be placed upon any lot except in connection with construction approved by the Architectural Control Committee. As soon as building materials are properly placed on any lot, construction shall be promptly commenced and diligently prosecuted, including approved driveways and landscaping. Construction materials shall be stored in a neat and orderly manner at all times during construction. Mud in streets from construction vehicles shall be removed before each day's end. Materials are not permitted to accumulate on any lot for a period exceeding 90 days from the first delivery. Stockpiling of any material on adjacent lots is not allowed. No building materials or equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence.

Section 4 Utility Usage. Contractors will use only the utilities provided to the immediate lot on which they are working.

Section 5 Concrete Trucks. Concrete trucks may be washed out on the site where they have just poured the slab ONLY. Concrete trucks may NOT be washed out on adjacent lots (whether vacant or not), on any street, sidewalk or any developed property. There will be NO EXCEPTIONS. The builder is to designate a washout area on the lot where the pour is taking place and notify the concrete truck driver as to where it is. The developer may, from time to time, provide wash out areas within the subdivision and will post signs as to availability.

Section 6 Noise of Construction Crews. Loud radios or noise will not be allowed within the subdivisions. This is distracting and discomforting to property owners. Normal radio levels are acceptable. Do not mount speakers on vehicles or outside of homes under construction. Remember that sound travels a long way.

Section 7 Work on Sundays. Any construction work on Sundays will be with the written consent of the Committee. The Committee reserves the right to revoke the written consent at any time.

Section 8 Dumping Prohibited. Lots shall not be used as a dumping ground for rubbish. The cost of removal will be the responsibility of the lot owner.

Section 9 Care of Vegetation. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead, diseased or damaged trees on any lot which might create a hazard to property or person shall be promptly removed and/or repaired. Cutting of weeds, or removal of dead and hazardous trees contracted by the Developer, necessitated by inaction on the lot owner's part, will be billed to the lot owner.

ARTICLE X. COMMON AREAS

Section 1. Member's Easements of Enjoyment. Subject to the provision of Section 3,

every member shall have a right and easement of enjoyment in and to the common areas and such easement shall be appurtenant to and shall pass with the title to every site. Each owner shall have a perpetual easement for ingress over and across all roads located within the Windstone development. Every member shall have a right and easement of enjoyment in and to the common access alleys and such easement shall be appurtenant to and shall pass with the title to every site.

Section 2. Title to Common Areas and Alleys. The Declarant may retain the legal title to the common areas until such time as he has completed improvements thereon. Notwithstanding any provision herein, Declarant hereby covenants, for himself, his successors and assigns, that he shall convey title to the common areas to the Association later than the 1st day of January 2006. The Declarant may retain the legal title to the common access alleys until such time as he has completed improvements thereon, notwithstanding any provision herein. Declarant hereby covenants, for himself, his successors and assigns, that he shall convey title to the common areas to the Association.

Section 3. Common Area Maintenance. The Association shall maintain all common areas within Windstone Subdivision, including specifically all roads, easements, drainage areas and green areas. The Association is further authorized to take such action as deemed reasonably necessary to provide for adequate security within Windstone; and to provide a program for pest control if necessary.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (1) The right of the Association to suspend the enjoyment rights of any member for a period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,
- (b) the right of the Association to dedicate or transfer all or any part of the common properties to any public agency authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedications or transfer, determination as to the purpose or as to the conditions thereof shall be effective, unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes irrespective of class of membership has been recorded, agreeing to maintain so as to prevent erosion.

Section 5. Irrigation System. The fees (North Central Power Association) associated with providing the electrical power needed to adequately operate the irrigation systems for phrases 1 through phrase 5 will also be the responsibility of the Association. Front yards for Lots in Phase 6 of Windstone Subdivision, will have irrigation systems installed by the home contractor for the use of the homeowner. The homeowner will be required, by the Windstone Homeowners Association, to utilize and maintain the system, in maintenance of a lawn and landscape area, to a standard consistent with requirements set by the Windstone Homeowners Association. The fees (North Central Power Association) associated with providing the electrical power and (City of Olive Branch) associated with providing water needed to adequately operate the irrigation systems will also be the responsibility of the homeowner.

Section 6. Alley Maintenance. The Association will be responsible for maintaining all common rear access alleys within the development. This maintenance will include, but not be limited to, resurfacing and patching of alleys as needed to provide proper rear access to the lots designed to have primary access to rear alleys.

Section 7 Liability Insurance. The Association will carry any reasonably necessary liability insurance.

Section 8. Rules and Regulations for Common Area Use.

- a. Only Homeowner Association Members and their guest, when accompanied by homeowner, will be allowed to use the lakes for fishing.
- b. No swimming allowed in the lakes.
- c. No boats, rafts or any floating devices allowed on the lakes.
- d. No vehicles allowed in the recreation common area.
- e. No fires except for cooking purposes. All cooking fires must be contained in an outdoor approved cooker or grill.
- f. No all terrain vehicles (ATV's) allowed.
- g. No parties or gatherings will be allowed in the recreation common area for more than 20 people without written permission from an official of the Homeowner's Association.
- h. No common area will be used for animals' bathroom area. Association members must immediately remove their pet's excrement from all and any common or private area. Any members not abiding by these rules shall be responsible for the cost of cleaning of these areas.

ARTICLE XI. EXTERIOR MAINTENANCE

All owners must maintain structures in good repair and keep the same safe, clean, and orderly in appearance at all times, and to maintain such structures in an attractive manner. The Committee shall be the judge as to whether the structures are safe, clean, orderly in appearance at all times, and to maintain such structures in an attractive manner. The Committee shall be the judge as to whether the structures are safe, clean, orderly in appearance, and properly painted or preserved, and where the Committee notifies the particular owner in writing that said structure fails to meet acceptable standards, said owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Committee and that failing to remedy such condition, the owner hereby covenants and agrees that the Association may perform such necessary maintenance, but is not obligated to perform the same or take such actions as will bring the said structure up to acceptable standards, all such repairs and actions to be at the sole expense of the owner. Such maintenance as to a vacant lot may include the mowing of grass and weeds, the trimming of trees and shrubs, and the removal of trash and litter. The cost of any such given a maintenance shall be assessed against the lot upon which the maintenance is performed, and shall be due and payable within fifteen (15) days after written notice of the assessment is mailed to the owner. It shall also constitute a lien against the lot and a

personal obligation of the owner, and may be such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken.

ARTICLE XII. UTILITY EASEMENTS

Declarant reserves unto itself, his successors and assigns, a perpetual and alienable easement and right on, over and under the common areas and each lot to erect, maintain and use pipes, wires, cables, conduits, sewers, water mains and other suitable equipment, for the conveyance and use of electricity, telephone equipment, community antenna television service, gas, sewer, water drainage facilities, or other public conveniences or utilities on, in or over those portions of each lot or the common areas as may be reasonably required for utility line purposes, provided, however, that no such easement shall be applicable to any portion of such lot, parcel or tract, as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these Declarations, or (b) such portion of a lot as may be designated as the site for a building on a plot plan for erection of a building which has been approved in writing. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service.

ARTICLE XIII. ENFORCEMENT

All covenants contained in this Declaration concerning the collection of assessments may be enforced only by the Association or Declarant by action at law or in equity to enforce the personal obligation of an owner for the payment of delinquent assessments or foreclosure of the lien against the lot; provided, however, that any such action taken by Declarant shall be commenced in the name of the Association and on its behalf and all recovery of property or money damages shall be for the benefit of the Association. All remaining covenants and restrictions herein contained may be enforced by the Association, Declarant or any owner in any judicial proceeding seeking any remedy provided herein or recognizable at, law or in equity, including damages, injunction, or any other appropriate form of relief against any person violating any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of the same or of the right of such party to thereafter enforce the same. The party bringing any such action to enforce the covenants, restrictions or provisions hereof shall, if said party prevails, be entitled to all costs thereof, including, but not limited to reasonable attorneys' fees. No liability shall attach to Declarant for the failure to enforce the terms of this Declaration.

ARTICLE XIV. DECLARANTS' DEVELOPMENT RIGHTS

Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, his transferees, or his or their contractors or subcontractors from doing or

performing on all or any part of Windstone actually owned or controlled Declarant or his transferees or upon the common areas, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of the property, including, without limitation:

- a. erecting, constructing, and maintaining thereon such structures and vehicles as may be reasonably necessary for the conduct of Declarant's business of completing and establishing the property as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or
- b. conducting thereon his or their business of completing and establishing the property as a residential community and disposing of the property in parcels by sale, lease, or otherwise; or
- c. maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the lots;
- d. provided, however, that operations being conducted under subparagraphs (a), (b), and (c) immediately above shall be permitted upon only those parts of Windstone owned or controlled by the party causing or conducting said operations, and the common areas. As used in this Section the term "its transferees" specifically does not include purchasers of lots improved or completed residences.

ARTICLE XV. AMENDMENTS

Section 1. By Declarant. Until Declarant's Class B membership in the Association is terminated as herein provided, all amendments or modification shall only be made by Declarant, without the requirement of the Association's consent or the consent of the owners; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments. Additionally, until Declarant's Class B. membership is terminated, Declarant may waive or grant variance from any of the covenants and restrictions, other than those regarding payment of assessments, as to any lot, including set back restrictions, if the Declarant, in its sole judgment, determines such variance to be a minor or insubstantial violation. After termination of Declarant's Class B membership in the Association, the right to grant such variances shall be exercised by the Architectural Control Committee.

Section 2. By Owners. Except as provided in Section 3 of this paragraph after termination of Class B membership in the Association, this declaration may be amended (i) by the consent of the owners of two-thirds (2/3) of all lots together with (ii) the approval or ratification of the majority of the Board. The aforementioned consent of the owners may be evidenced by a writing signed by the required number of owners or by the affirmative vote of the required number of owners at any regular or special meeting of the Association called and held in accordance with the Bylaws, and evidenced by a certificate of the Secretary or an assistant secretary of the corporation.

Section 3. Scrivener's Errors and Nonmaterial Changes. Amendments for correction of scrivener's error or other nonmaterial changes may be made by Declarant along until his Class B membership is terminated and by the Board thereafter and without the need of consent of the owners.

Section 4. Limitations. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, or of any Institutional Mortgagee under this Declaration without the specific written approval of the Declarant, or Institutional Mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which would increase the liabilities of a then owner or prejudice the rights of a then owner or his family, guests, invitees, and lessees to utilize or enjoy the benefits of the then existing common areas unless the owner or owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures of Section 2 required for adoption of an amendment to the Declaration.

Section 5. Notices. Any notice required to be sent to any member or owner, under the provision of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time or such mailing.

Section 6. Interpretation of Declaration. The Board shall have the right and responsibility to determine all questions arising in connection with the Declaration and to construe and interpret the provisions of this Declaration in good faith. All such interpretations shall be binding on the owners.

Section 7. Captions Headings and Titles. Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

Section 8. Context. Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 9. Attorney's Fees. Any provision in this Declaration for the collection of recovery of attorney's fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services before trial, at trial, and at appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

Section 10 HUD/VA Approval. Annexation of additional properties, dedication of common area and amendment of this declaration of covenants, conditions and restrictions

require HUD/VA prior approval as long as there is a Class B membership.

Section 11 Effective Date of Amendments. Any amendment to this Declaration shall become effective upon the Amendment to the Declaration setting forth the change or modification being recorded in the Public Records of DeSoto County, Mississippi.

Section 12 Approval of City of Olive Branch. Any amendment that will have the effect of relaxing or making these covenants less restrictive must be approved by the City of Olive Branch.

ARTICLE XVIII. DURATION OF COVENANTS AND RESTRICTIONS

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure the benefit of Declarant, of owners and of the Association, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and restrictions in whole, or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

ARTICLE XIX. MISCELLANEOUS

Section 1. Severability. In the event any provision of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term or scope permitted by law.

Section 2: Partition. There shall be no judicial partition or subdivision of the Common Area or any lot, nor shall Declarant or any person acquiring any interest in the Development or any part thereof seek any such judicial partition or subdivision thereof provided, however, that if any lot shall be owned by two or more Owners as tenants-in-common, or as joint tenants, nothing contained herein shall be deemed to prevent a judicial partition as between such Owners so long as such judicial partition does not result in a physical partition.

Section 3: Non-Waiver-Breach. The waiver of a breach of any of the covenants, conditions and restrictions hereof shall not be construed as a waiver of any succeeding breach or violation thereof or of any other covenants, conditions or restrictions.

Section 4: Attorney's Fees. In the event the Board or any Owner or Owners shall bring legal action against any other Owner to enforce the terms, covenants, conditions and

restrictions of this Declaration, and they shall be the prevailing party in said lawsuit, the Court shall award them reasonable attorney's fees and court costs.

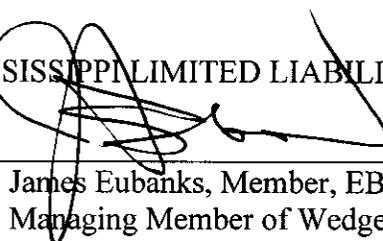
Section 5: Successors. This Declaration shall be for the benefit of and be binding upon the heirs, legatees, executors, devisees, administrators, guardians, conservators, successors, purchasers, lessees, encumbrances, donees, grantees, mortgagees, lienors, and assigns of and from the Owners of the Development.

Except as provided above, the original covenants amended and supplemented by instrument recorded in Book 363 Page 566, Book 392 Page 121, Book 392 Page 136, Book 464 Page 622, and Book 559 Page 588 of said records with respect to Windstone Subdivision, the plats of which are recorded in the Office of the Chancery Clerk of Desoto County, Mississippi, remain in full force and effect.

WEDGE, LLC

A MISSISSIPPI LIMITED LIABILITY COMPANY

BY:

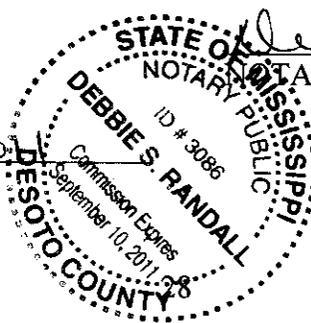


James Eubanks, Member, EBI, Inc. which is the Managing Member of Wedge, LLC

STATE OF MISSISSIPPI
COUNTY OF DESOTO

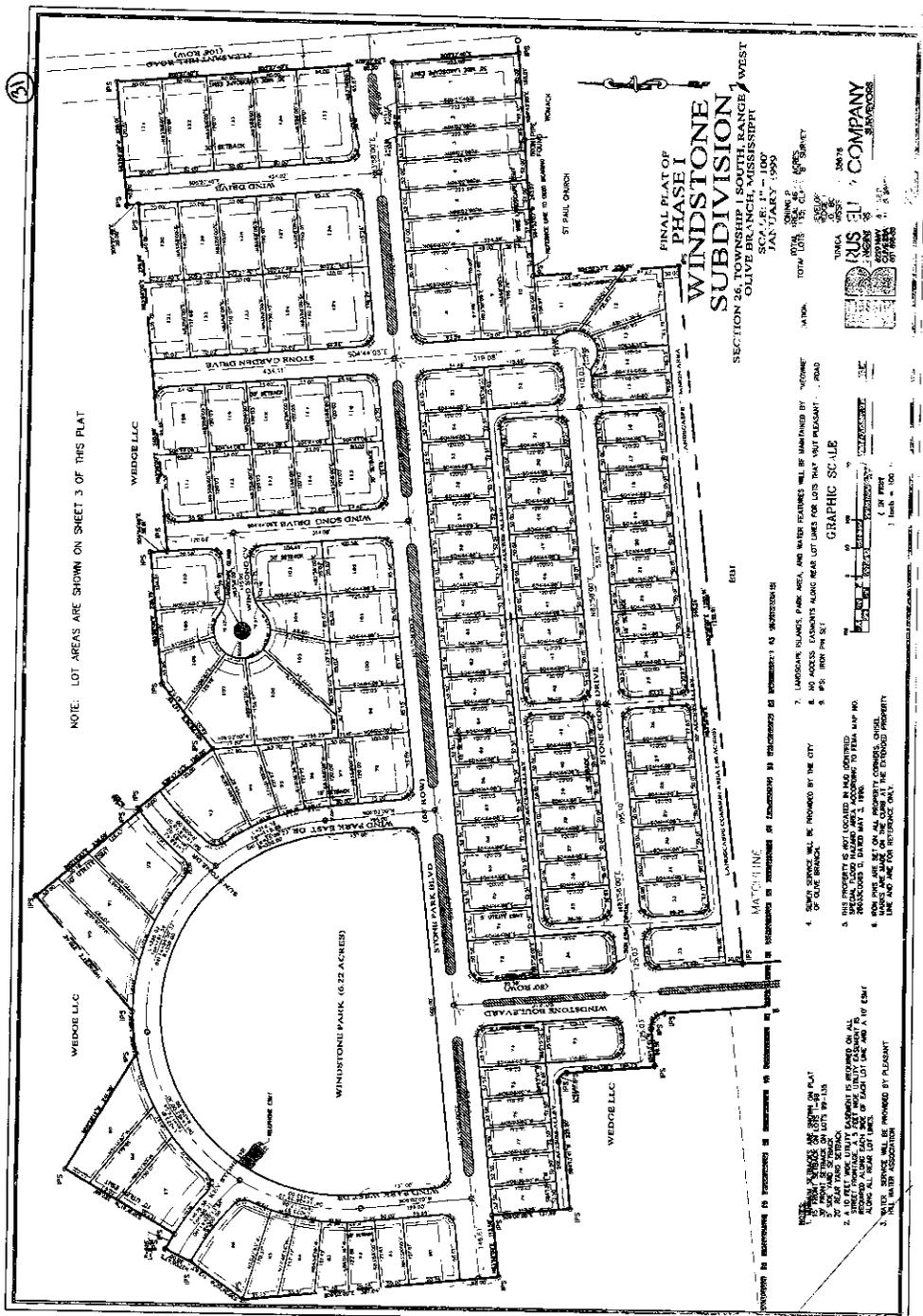
Personally appeared before me, the undersigned authority in and for the above county and state, on the 29 day of April, 2008, within my jurisdiction the within named James Eubanks, Member of EBI, Inc., which is a managing member of Wedge, LLC a Mississippi Limited Liability Company, and that for and on behalf of said limited liability company, who being duly authorized stated that they signed and delivered the above and foregoing instrument on the day and year therein stated as the their act and deed.

GIVEN under my hand and official seal of office, this the 29 day of April, 2008.


Debbie S Randall
NOTARY PUBLIC

September 10, 2011
My Commission Expires:

Prepared By:
J. Wesley Hisaw
The Law Offices of James E. Holland
3040 Goodman Road West, Suite A
P.O. Box 256
Horn Lake, Mississippi 38637
Telephone: 662-342-1333
Facsimile: 662-342-7321
Email: jwhisaw@hollandlaw.net



NOTE: LOT AREAS ARE SHOWN ON SHEET 3 OF THIS PLAT

**FINAL PLAT OF
PHASE I
WINDSTONE
SUBDIVISION**

SECTION 26, TOWNSHIP 1 SOUTH, RANGE 7 WEST,
OLIVE BRANCH, MISSISSIPPI
JANUARY, 2000

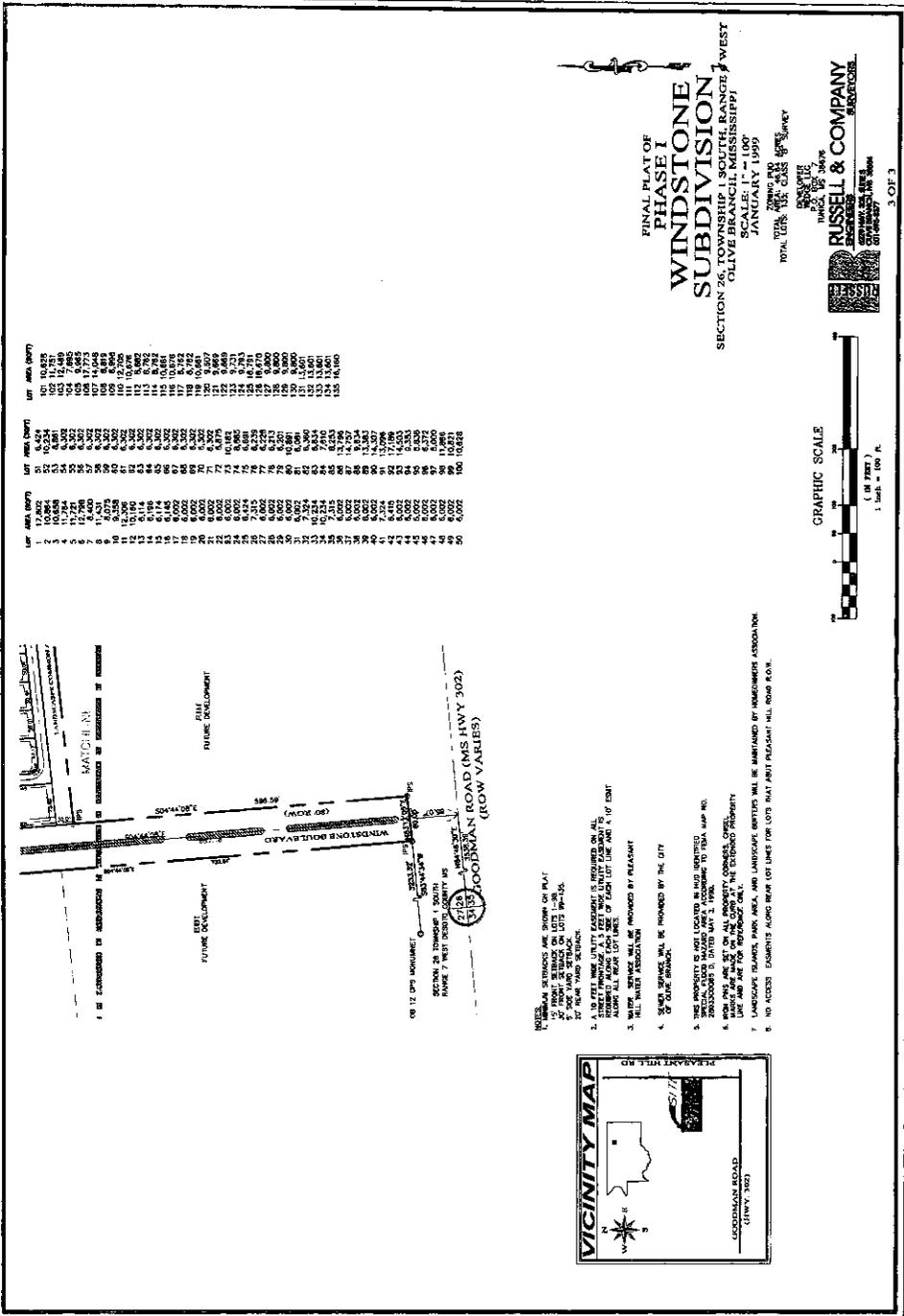
RUSSELL COMPANY
SURVEYORS

LANDSCAPE, TREES, PARK AREA, AND WATER FEATURES WILL BE MAINTAINED BY HOA
NO ACCESS EXCEPTS ALONG REAR LOT LINES THAT VIOLATE PROVISIONS OF CITY ORDINANCE
THE PROPERTY IS NOT LOCATED IN A HOA IDENTIFIED IN THE RECORDS OF THE MISSISSIPPI DEPARTMENT OF REVENUE
ALL LOTS ARE TO BE CONVEYED TO THE HOA BY DEED
THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON AREAS
GRAPHIC SCALE
1 inch = 100 feet

4. CROWN SERVICE SHALL BE PROVIDED BY THE CITY OF OLIVE BRANCH.
5. THE PROPERTY IS NOT LOCATED IN A HOA IDENTIFIED IN THE RECORDS OF THE MISSISSIPPI DEPARTMENT OF REVENUE.
6. ALL LOTS ARE TO BE CONVEYED TO THE HOA BY DEED.
7. LANDSCAPE, TREES, PARK AREA, AND WATER FEATURES WILL BE MAINTAINED BY HOA.
8. NO ACCESS EXCEPTS ALONG REAR LOT LINES THAT VIOLATE PROVISIONS OF CITY ORDINANCE.

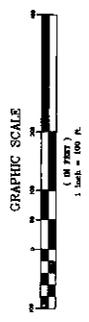
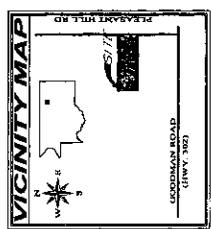
1. THIS PLAT IS SUBMITTED TO THE MISSISSIPPI DEPARTMENT OF REVENUE FOR RECORDATION AS A SUBDIVISION.
2. A COPY OF THIS PLAT IS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE COUNTY OF MISSISSIPPI.
3. THE PROPERTY IS NOT LOCATED IN A HOA IDENTIFIED IN THE RECORDS OF THE MISSISSIPPI DEPARTMENT OF REVENUE.
4. ALL LOTS ARE TO BE CONVEYED TO THE HOA BY DEED.
5. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON AREAS.

152

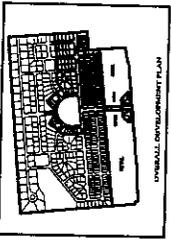
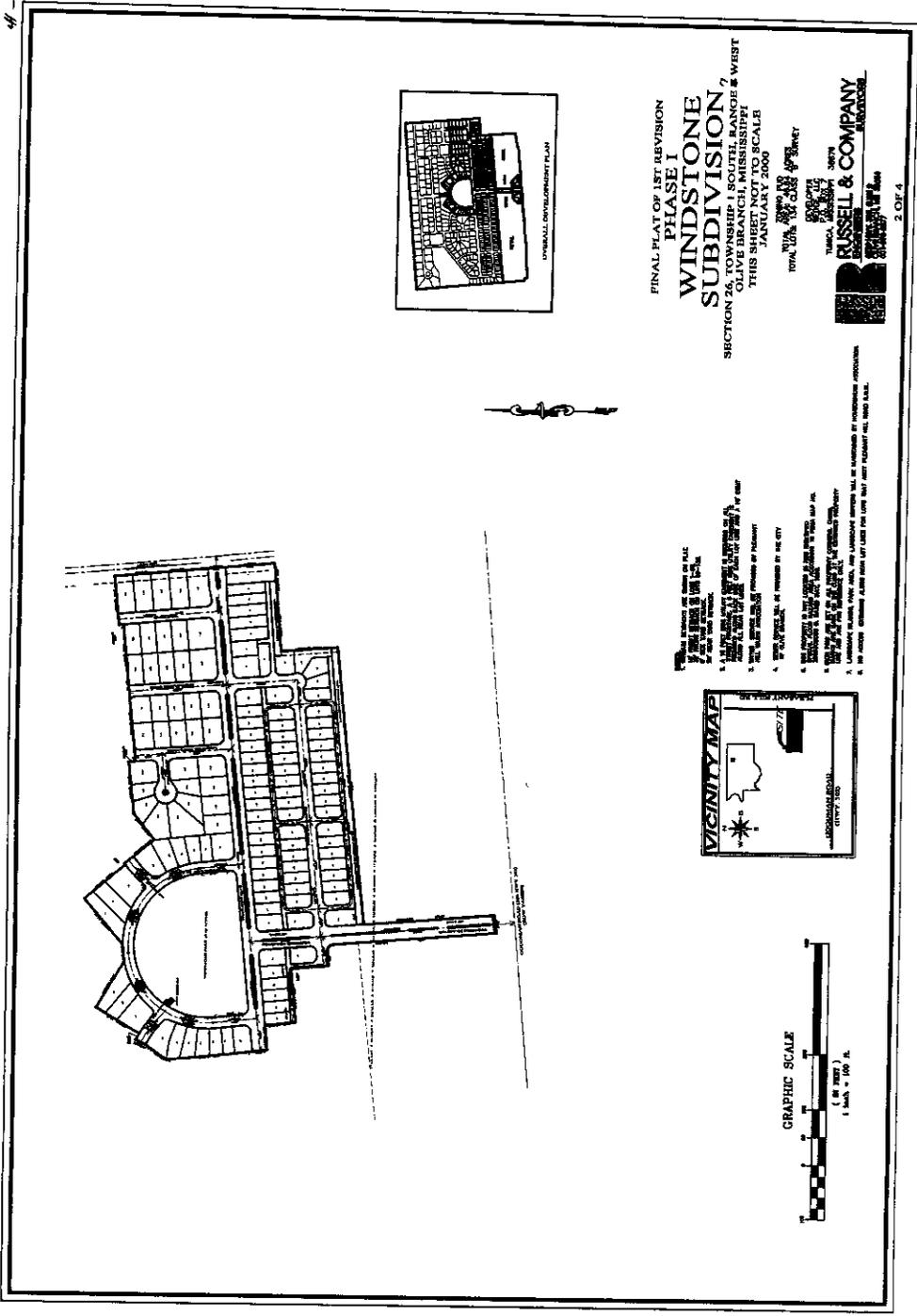


LOT	AREA (SQ FT)	LOT	AREA (SQ FT)
1	17,882	25	10,254
2	10,688	26	10,254
3	10,688	27	10,254
4	11,721	28	10,254
5	11,721	29	10,254
6	11,721	30	10,254
7	11,721	31	10,254
8	11,721	32	10,254
9	11,721	33	10,254
10	11,721	34	10,254
11	11,721	35	10,254
12	11,721	36	10,254
13	11,721	37	10,254
14	11,721	38	10,254
15	11,721	39	10,254
16	11,721	40	10,254
17	11,721	41	10,254
18	11,721	42	10,254
19	11,721	43	10,254
20	11,721	44	10,254
21	11,721	45	10,254
22	11,721	46	10,254
23	11,721	47	10,254
24	11,721	48	10,254
25	11,721	49	10,254
26	11,721	50	10,254

- NOTES:
1. ALL DIMENSIONS ARE GIVEN IN FEET.
 2. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CENTERLINE OF THE LOT.
 3. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CENTERLINE OF THE LOT.
 4. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CENTERLINE OF THE LOT.
 5. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CENTERLINE OF THE LOT.
 6. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CENTERLINE OF THE LOT.
 7. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CENTERLINE OF THE LOT.
 8. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CENTERLINE OF THE LOT.
 9. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CENTERLINE OF THE LOT.
 10. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CENTERLINE OF THE LOT.



RUSSELL & COMPANY
 ENGINEERS
 1000 OLIVE BRANCH, MISSISSIPPI
 JANUARY 1999



FINAL PLAT OF 1ST REVISION
 PHASE I
**WINDSTONE
 SUBDIVISION**
 SECTION 26, TOWNSHIP 1 SOUTH, RANGE 8 WEST
 OLIVE BRANCH, MISSISSIPPI
 THIS PLAT IS FILED FOR RECORD
 IN THE PUBLIC RECORDS OF THE MISSISSIPPI ARCHIVE
 ON JANUARY 20, 2004
 SCALE
 AS SHOWN

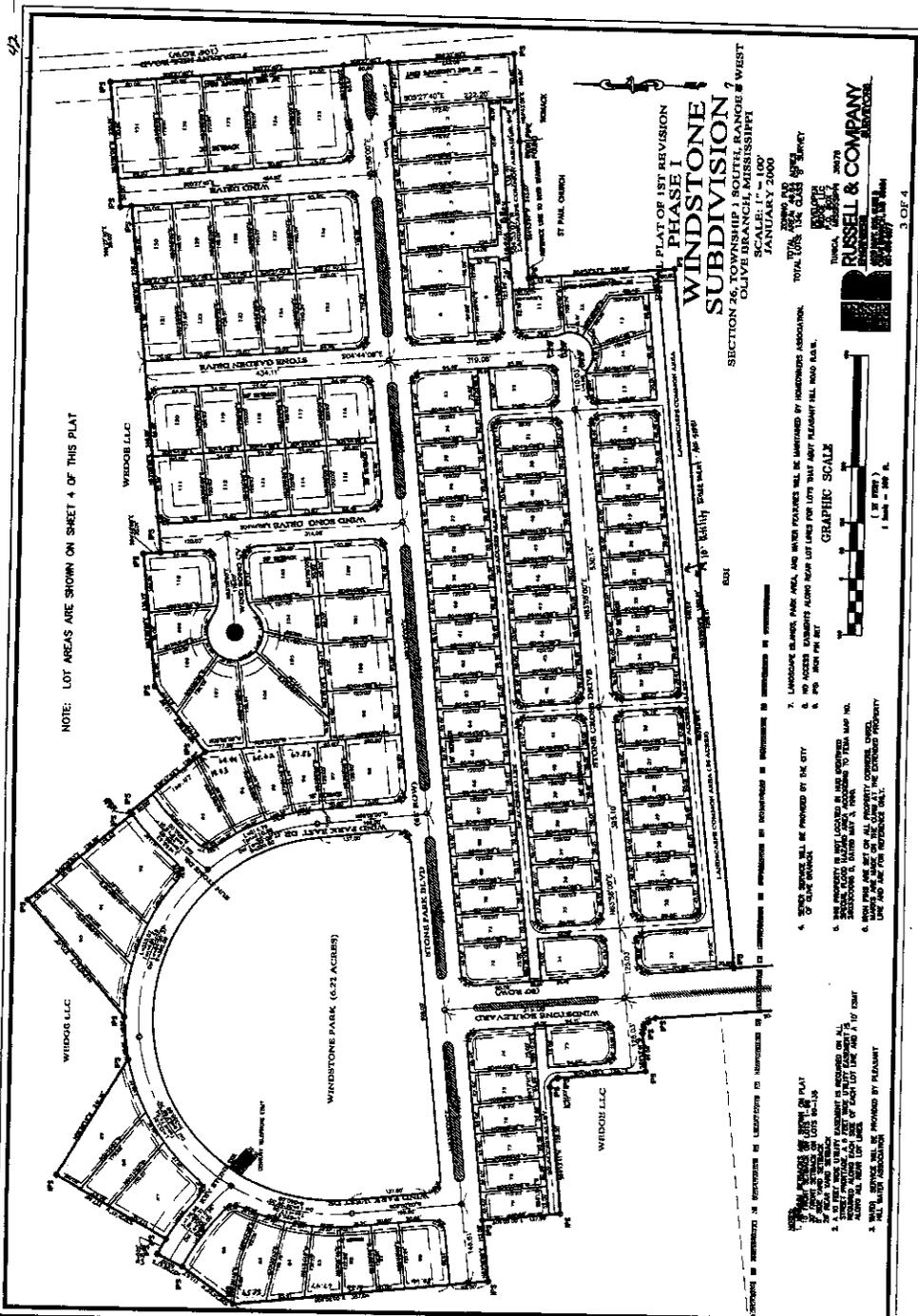
TOTAL AREA 100.00 ACRES
 PREPARED BY
RUSSELL & COMPANY
 MISSISSIPPI

2 OF 4

- 1. THIS PLAT IS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE MISSISSIPPI ARCHIVE.
- 2. THIS PLAT IS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE MISSISSIPPI ARCHIVE.
- 3. THIS PLAT IS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE MISSISSIPPI ARCHIVE.
- 4. THIS PLAT IS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE MISSISSIPPI ARCHIVE.
- 5. THIS PLAT IS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE MISSISSIPPI ARCHIVE.
- 6. THIS PLAT IS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE MISSISSIPPI ARCHIVE.
- 7. THIS PLAT IS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE MISSISSIPPI ARCHIVE.
- 8. THIS PLAT IS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE MISSISSIPPI ARCHIVE.
- 9. THIS PLAT IS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE MISSISSIPPI ARCHIVE.
- 10. THIS PLAT IS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE MISSISSIPPI ARCHIVE.



22



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

PLAT OF 1ST REVISION
PHASE I
WINDSTONE
SUBDIVISION

SECTION 26, TOWNSHIP 1 SOUTH, RANGE 8 WEST
 OLIVE BRANCH, MISSISSIPPI
 SCALE: 1" = 100'
 JANUARY 2000

TOTAL AREA: 21.88 ACRES
 TOTAL LOT AREA: 1,100,000 SQ. FT.

RUSSELL & COMPANY
 ENGINEERS
 1000 W. GARDNER ST.
 MEMPHIS, TN 38103
 PHONE: (901) 525-1111
 FAX: (901) 525-1112

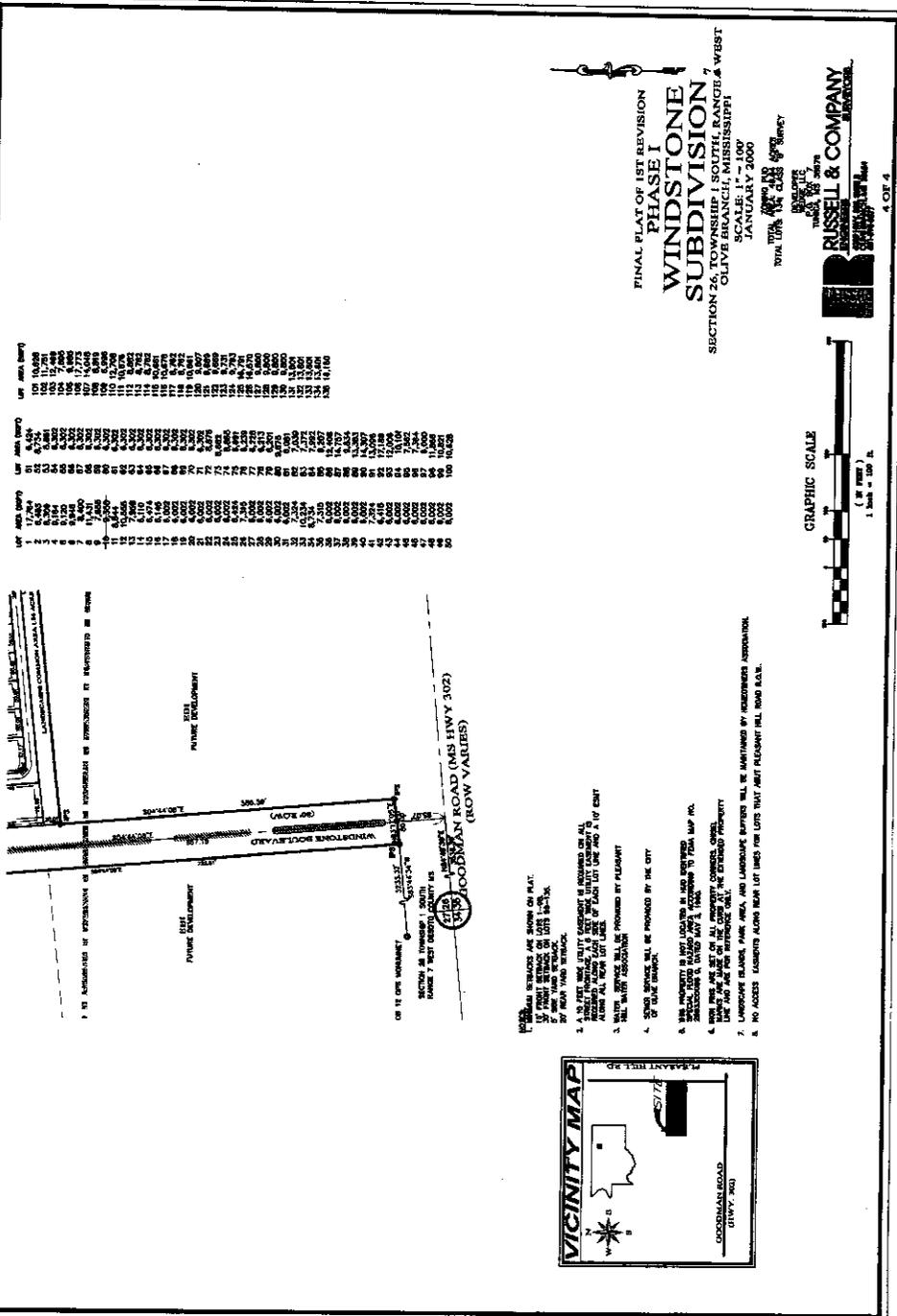


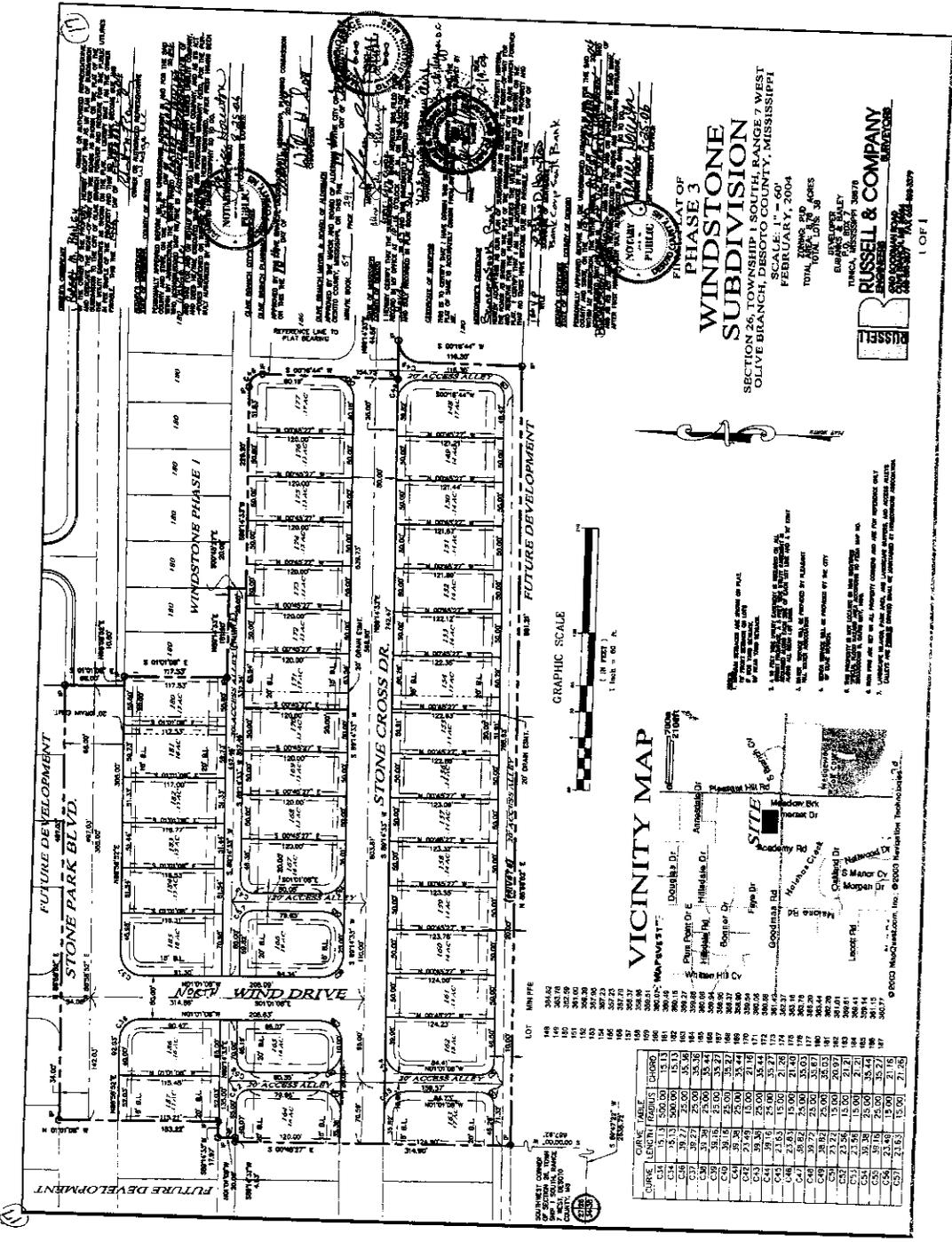
1. THIS PLAT IS THE RESULT OF A SURVEY MADE BY THE ENGINEER AND ENGINEERS, RUSSELL & COMPANY, INC., MEMPHIS, TENNESSEE, IN ACCORDANCE WITH THE PROVISIONS OF THE MISSISSIPPI SURVEYING ACT OF 1904, AS AMENDED.
2. THE SURVEY WAS MADE BY THE ENGINEER AND ENGINEERS, RUSSELL & COMPANY, INC., MEMPHIS, TENNESSEE, IN ACCORDANCE WITH THE PROVISIONS OF THE MISSISSIPPI SURVEYING ACT OF 1904, AS AMENDED.
3. THE SURVEY WAS MADE BY THE ENGINEER AND ENGINEERS, RUSSELL & COMPANY, INC., MEMPHIS, TENNESSEE, IN ACCORDANCE WITH THE PROVISIONS OF THE MISSISSIPPI SURVEYING ACT OF 1904, AS AMENDED.
4. THE SURVEY WAS MADE BY THE ENGINEER AND ENGINEERS, RUSSELL & COMPANY, INC., MEMPHIS, TENNESSEE, IN ACCORDANCE WITH THE PROVISIONS OF THE MISSISSIPPI SURVEYING ACT OF 1904, AS AMENDED.
5. THE SURVEY WAS MADE BY THE ENGINEER AND ENGINEERS, RUSSELL & COMPANY, INC., MEMPHIS, TENNESSEE, IN ACCORDANCE WITH THE PROVISIONS OF THE MISSISSIPPI SURVEYING ACT OF 1904, AS AMENDED.
6. THE SURVEY WAS MADE BY THE ENGINEER AND ENGINEERS, RUSSELL & COMPANY, INC., MEMPHIS, TENNESSEE, IN ACCORDANCE WITH THE PROVISIONS OF THE MISSISSIPPI SURVEYING ACT OF 1904, AS AMENDED.
7. LANDSCAPE, PLANTING, PARK AREA, AND WATER FEATURES WILL BE INSTALLED BY HOMEOWNERS ASSOCIATION.
8. NO ACCESS EXISTING ALONG ROAD LINES FOR LOTS THAT HAVE PLACED THEMSELVES IN THE ROAD.
9. 5% ROAD FRONT SET.

1. THIS PLAT IS THE RESULT OF A SURVEY MADE BY THE ENGINEER AND ENGINEERS, RUSSELL & COMPANY, INC., MEMPHIS, TENNESSEE, IN ACCORDANCE WITH THE PROVISIONS OF THE MISSISSIPPI SURVEYING ACT OF 1904, AS AMENDED.
2. THE SURVEY WAS MADE BY THE ENGINEER AND ENGINEERS, RUSSELL & COMPANY, INC., MEMPHIS, TENNESSEE, IN ACCORDANCE WITH THE PROVISIONS OF THE MISSISSIPPI SURVEYING ACT OF 1904, AS AMENDED.
3. THE SURVEY WAS MADE BY THE ENGINEER AND ENGINEERS, RUSSELL & COMPANY, INC., MEMPHIS, TENNESSEE, IN ACCORDANCE WITH THE PROVISIONS OF THE MISSISSIPPI SURVEYING ACT OF 1904, AS AMENDED.
4. THE SURVEY WAS MADE BY THE ENGINEER AND ENGINEERS, RUSSELL & COMPANY, INC., MEMPHIS, TENNESSEE, IN ACCORDANCE WITH THE PROVISIONS OF THE MISSISSIPPI SURVEYING ACT OF 1904, AS AMENDED.
5. THE SURVEY WAS MADE BY THE ENGINEER AND ENGINEERS, RUSSELL & COMPANY, INC., MEMPHIS, TENNESSEE, IN ACCORDANCE WITH THE PROVISIONS OF THE MISSISSIPPI SURVEYING ACT OF 1904, AS AMENDED.
6. THE SURVEY WAS MADE BY THE ENGINEER AND ENGINEERS, RUSSELL & COMPANY, INC., MEMPHIS, TENNESSEE, IN ACCORDANCE WITH THE PROVISIONS OF THE MISSISSIPPI SURVEYING ACT OF 1904, AS AMENDED.
7. LANDSCAPE, PLANTING, PARK AREA, AND WATER FEATURES WILL BE INSTALLED BY HOMEOWNERS ASSOCIATION.
8. NO ACCESS EXISTING ALONG ROAD LINES FOR LOTS THAT HAVE PLACED THEMSELVES IN THE ROAD.
9. 5% ROAD FRONT SET.

62

63





NOTARY PUBLIC
 STATE OF MISSISSIPPI
 My Comm. Expires 12/31/2004

SECTION 26, TOWNSHIP 1 SOUTH, RANGE 7 WEST
 OLIVE BRANCH, DESSOTO COUNTY, MISSISSIPPI
 FERRUARY, 2004
 TOTAL AREA: 10.00 ACRES

RUSSELL & COMPANY
 SURVEYORS
 1015 N. GARDNER ST.
 MEMPHIS, TENNESSEE 38103
 (901) 527-4477

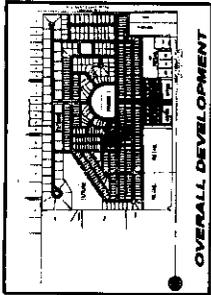
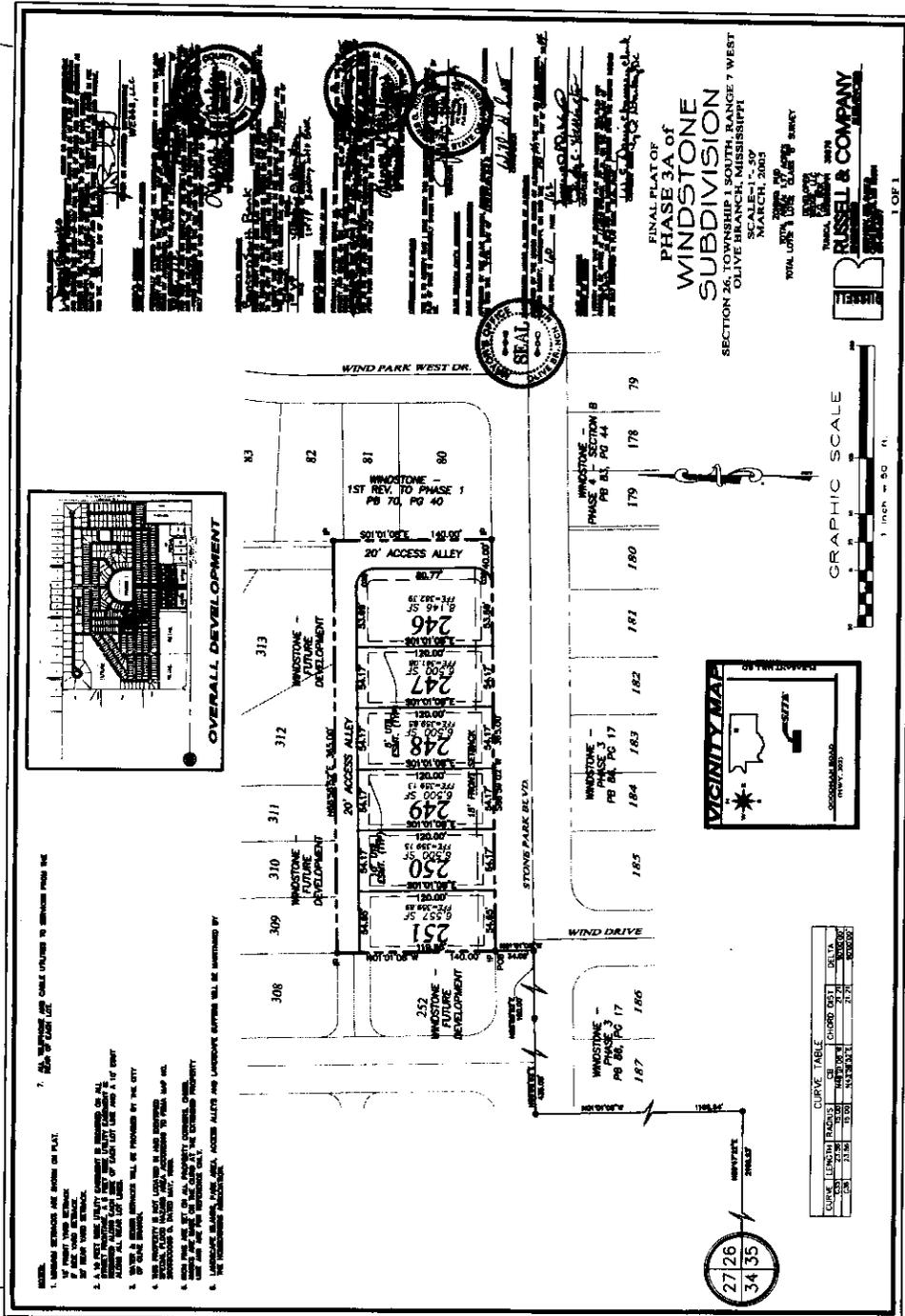
GRAPHIC SCALE
 1 inch = 60 ft.

VICINITY MAP
 SITES
 Douglas Dr
 Pine Point Dr
 Hillside Dr
 Rogers Dr
 Goodness Rd
 Halloway Rd
 Mendenhall Dr
 Margaret Dr
 Lacey Rd

COURSE	LENGTH	FOURTH CORNER	DIAGONAL
C-1	15.13	25.00	15.13
C-2	15.13	25.00	15.13
C-3	15.13	25.00	15.13
C-4	15.13	25.00	15.13
C-5	15.13	25.00	15.13
C-6	15.13	25.00	15.13
C-7	15.13	25.00	15.13
C-8	15.13	25.00	15.13
C-9	15.13	25.00	15.13
C-10	15.13	25.00	15.13
C-11	15.13	25.00	15.13
C-12	15.13	25.00	15.13
C-13	15.13	25.00	15.13
C-14	15.13	25.00	15.13
C-15	15.13	25.00	15.13
C-16	15.13	25.00	15.13
C-17	15.13	25.00	15.13
C-18	15.13	25.00	15.13
C-19	15.13	25.00	15.13
C-20	15.13	25.00	15.13
C-21	15.13	25.00	15.13
C-22	15.13	25.00	15.13
C-23	15.13	25.00	15.13
C-24	15.13	25.00	15.13
C-25	15.13	25.00	15.13
C-26	15.13	25.00	15.13
C-27	15.13	25.00	15.13
C-28	15.13	25.00	15.13
C-29	15.13	25.00	15.13
C-30	15.13	25.00	15.13
C-31	15.13	25.00	15.13
C-32	15.13	25.00	15.13
C-33	15.13	25.00	15.13
C-34	15.13	25.00	15.13
C-35	15.13	25.00	15.13
C-36	15.13	25.00	15.13
C-37	15.13	25.00	15.13
C-38	15.13	25.00	15.13
C-39	15.13	25.00	15.13
C-40	15.13	25.00	15.13
C-41	15.13	25.00	15.13
C-42	15.13	25.00	15.13
C-43	15.13	25.00	15.13
C-44	15.13	25.00	15.13
C-45	15.13	25.00	15.13
C-46	15.13	25.00	15.13
C-47	15.13	25.00	15.13
C-48	15.13	25.00	15.13
C-49	15.13	25.00	15.13
C-50	15.13	25.00	15.13
C-51	15.13	25.00	15.13
C-52	15.13	25.00	15.13
C-53	15.13	25.00	15.13
C-54	15.13	25.00	15.13
C-55	15.13	25.00	15.13
C-56	15.13	25.00	15.13
C-57	15.13	25.00	15.13
C-58	15.13	25.00	15.13
C-59	15.13	25.00	15.13
C-60	15.13	25.00	15.13
C-61	15.13	25.00	15.13
C-62	15.13	25.00	15.13
C-63	15.13	25.00	15.13
C-64	15.13	25.00	15.13
C-65	15.13	25.00	15.13
C-66	15.13	25.00	15.13
C-67	15.13	25.00	15.13
C-68	15.13	25.00	15.13
C-69	15.13	25.00	15.13
C-70	15.13	25.00	15.13
C-71	15.13	25.00	15.13
C-72	15.13	25.00	15.13
C-73	15.13	25.00	15.13
C-74	15.13	25.00	15.13
C-75	15.13	25.00	15.13
C-76	15.13	25.00	15.13
C-77	15.13	25.00	15.13
C-78	15.13	25.00	15.13
C-79	15.13	25.00	15.13
C-80	15.13	25.00	15.13
C-81	15.13	25.00	15.13
C-82	15.13	25.00	15.13
C-83	15.13	25.00	15.13
C-84	15.13	25.00	15.13
C-85	15.13	25.00	15.13
C-86	15.13	25.00	15.13
C-87	15.13	25.00	15.13
C-88	15.13	25.00	15.13
C-89	15.13	25.00	15.13
C-90	15.13	25.00	15.13
C-91	15.13	25.00	15.13
C-92	15.13	25.00	15.13
C-93	15.13	25.00	15.13
C-94	15.13	25.00	15.13
C-95	15.13	25.00	15.13
C-96	15.13	25.00	15.13
C-97	15.13	25.00	15.13
C-98	15.13	25.00	15.13
C-99	15.13	25.00	15.13
C-100	15.13	25.00	15.13

11

1 OF 1



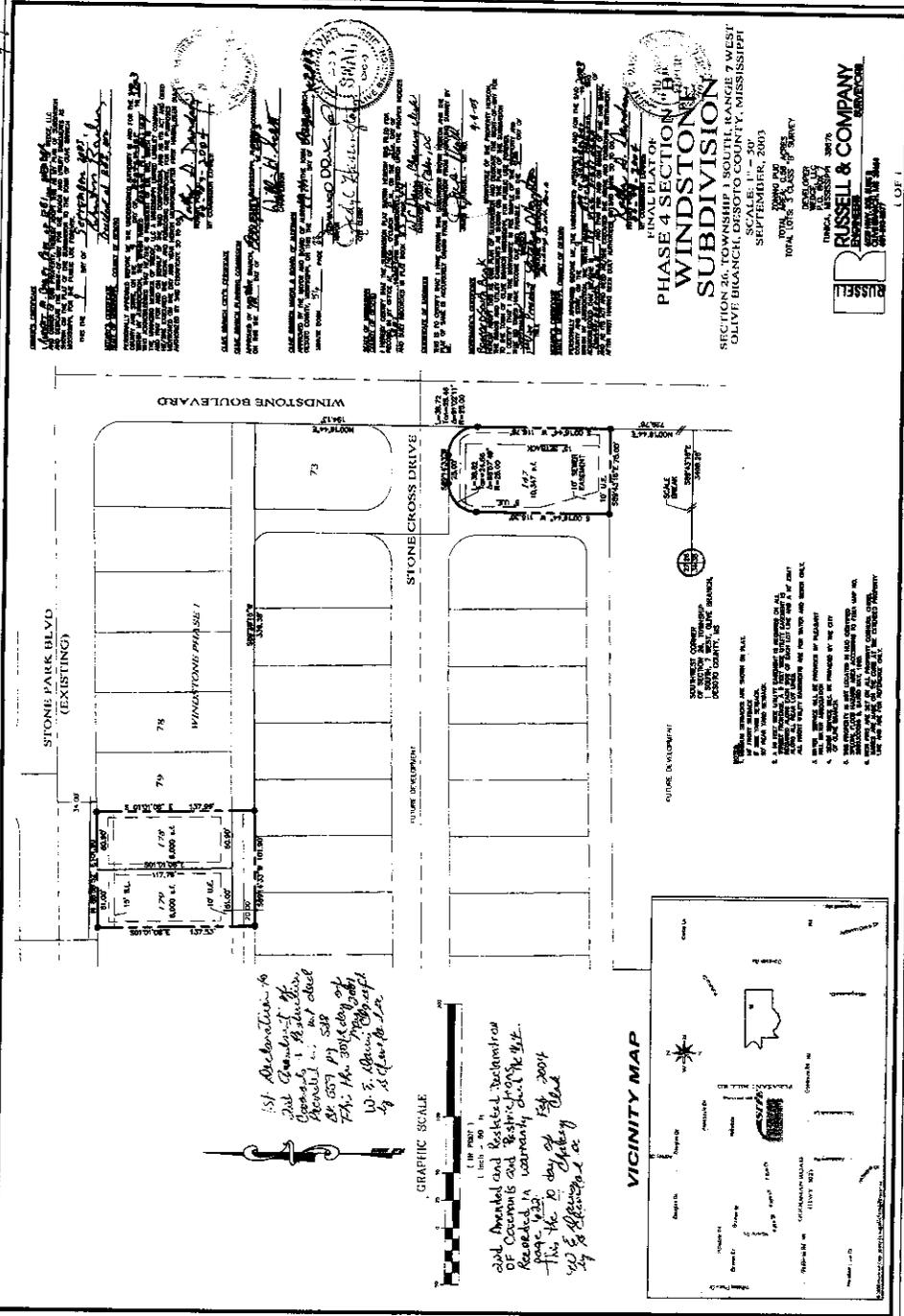
- NOTES:
1. UNLESS OTHERWISE SHOWN ON PLAT, ALL LOTS SHALL BE CONVEYED TO THE BUYER FROM THE SURVEYOR'S OFFICE.
 2. ALL LOTS SHALL BE CONVEYED TO THE BUYER FROM THE SURVEYOR'S OFFICE.
 3. ALL LOTS SHALL BE CONVEYED TO THE BUYER FROM THE SURVEYOR'S OFFICE.
 4. ALL LOTS SHALL BE CONVEYED TO THE BUYER FROM THE SURVEYOR'S OFFICE.
 5. ALL LOTS SHALL BE CONVEYED TO THE BUYER FROM THE SURVEYOR'S OFFICE.
 6. ALL LOTS SHALL BE CONVEYED TO THE BUYER FROM THE SURVEYOR'S OFFICE.
 7. ALL LOTS SHALL BE CONVEYED TO THE BUYER FROM THE SURVEYOR'S OFFICE.

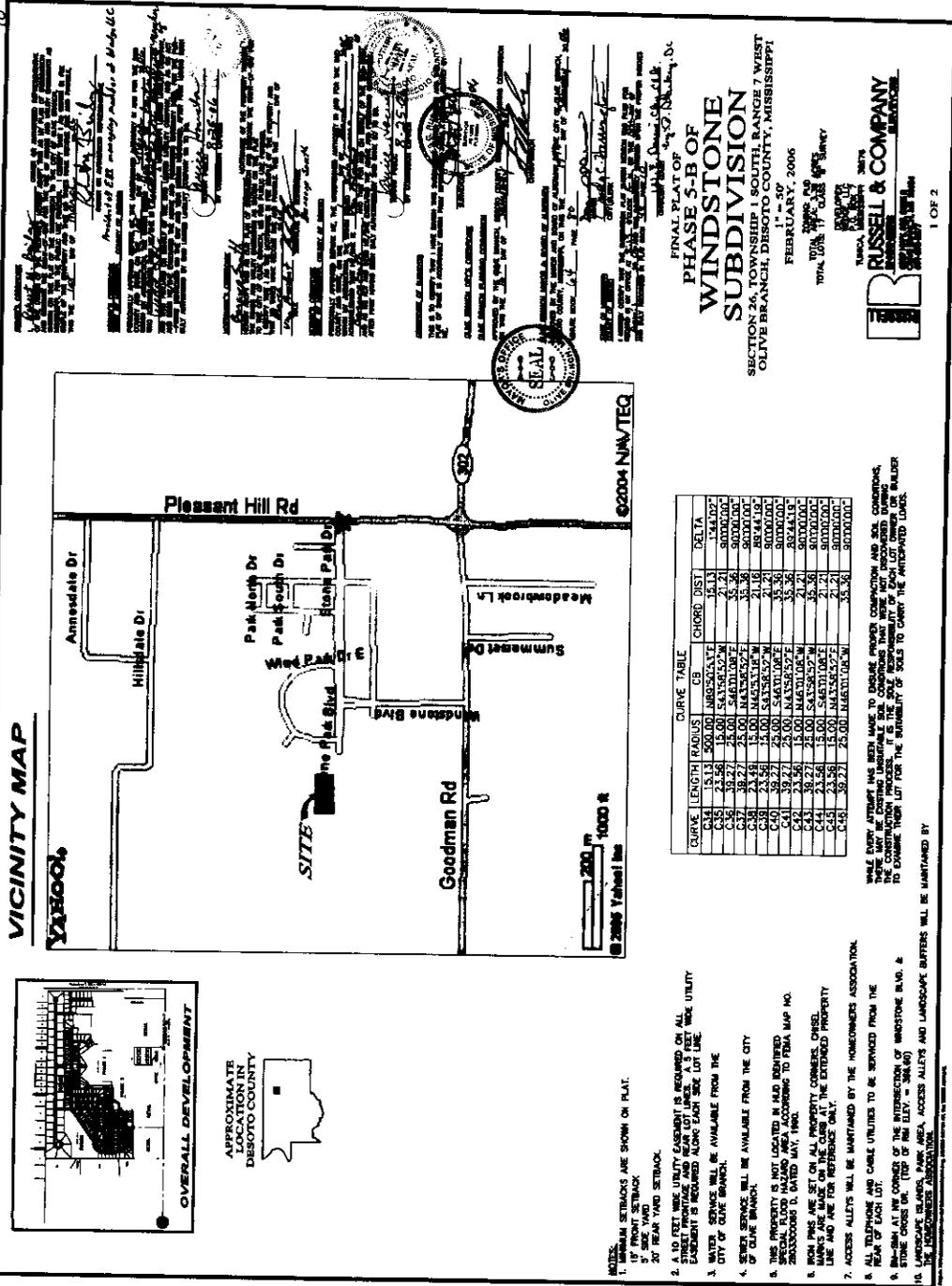
CURVE TABLE

CURVE LENGTH (FEET)	CHORD DIST.	DELTA
100.00	100.00	180.00
150.00	150.00	270.00
200.00	200.00	360.00

Prepared by: Russell & Company, Inc. 10/15/2010

44





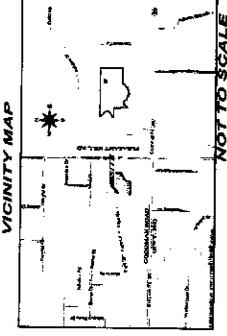
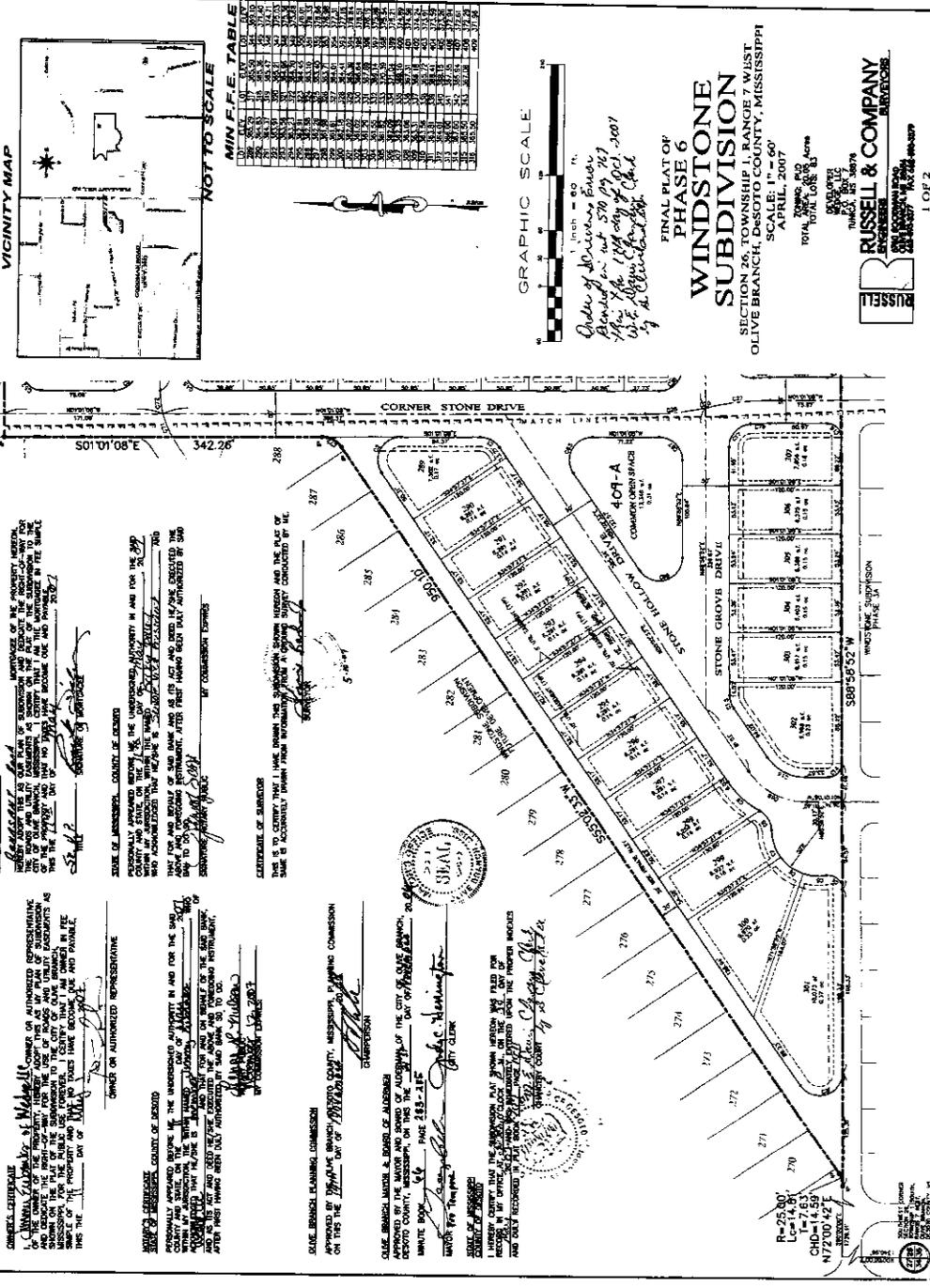
CURVE TABLE

CURVE	LENGTH	RADIUS	CB	CHORD	DIST	DELTA
C35	15.14	500.00	N46°30'10.82"W	15.14	15.14	174.02°
C36	39.27	25.00	S43°01'08.71"E	35.74	35.74	90.00°
C37	39.27	25.00	S43°01'08.71"E	35.74	35.74	90.00°
C38	23.45	15.00	N43°53'16.17"W	21.16	21.16	88.44°
C39	23.45	15.00	N43°53'16.17"W	21.16	21.16	88.44°
C40	39.27	25.00	S43°01'08.71"E	35.74	35.74	90.00°
C41	39.27	25.00	S43°01'08.71"E	35.74	35.74	90.00°
C42	15.14	500.00	N46°30'10.82"W	15.14	15.14	174.02°
C43	23.45	15.00	N43°53'16.17"W	21.16	21.16	88.44°
C44	23.45	15.00	N43°53'16.17"W	21.16	21.16	88.44°
C45	39.27	25.00	S43°01'08.71"E	35.74	35.74	90.00°

- NOTES:**
1. MAINLINE SETBACKS ARE SHOWN ON PLAN.
 2. 10' FRONT SETBACK.
 3. 20' REAR YARD SETBACK.
 4. 4.0 FEET SIDE YARD SETBACK IS REQUIRED ON ALL STREET FRONTAGE AND REAR LOT LINES. A 3' FEET SIDE SETBACK IS REQUIRED ALONG EACH SIDE LOT LINE.
 5. WATER SERVICE WILL BE AVAILABLE FROM THE CITY OF OLIVE BRANCH.
 6. SEWER SERVICE WILL BE AVAILABLE FROM THE CITY OF OLIVE BRANCH.
 7. THIS PROPERTY IS NOT LOCATED IN A DEDICATED SUBDIVISION AND AREA ACCORDING TO PERMITS AND RECORDS OF THE CITY OF OLIVE BRANCH.
 8. THIS PROPERTY IS NOT LOCATED IN A DEDICATED SUBDIVISION AND AREA ACCORDING TO PERMITS AND RECORDS OF THE CITY OF OLIVE BRANCH.
 9. MARKS ARE MADE ON THE CORNER OF THE EXTENDED PROPERTY LINE AND ARE FOR REFERENCE ONLY.
 10. ACCESS ALLEYS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 11. ALL TIEBACKS AND CABLE UTILITIES TO BE SERVICED FROM THE REAR OF EACH LOT.
 12. 8" B-SH AT THE CORNER OF THE INTERSECTION OF WINDSTONE BLVD. & STONE CREEK DR. (TOP OF FIN ELEV. = 388.40)
 13. LANDSCAPE CLEARING, PAVE AREA, ACCESS ALLEYS AND LANDSCAPE BUFFERS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

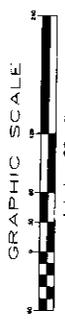
WHILE EVERY EFFORT HAS BEEN MADE TO ENSURE ACCURACY OF THE INFORMATION AND DATA CONTAINED HEREIN, THE ENGINEER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS THAT MAY OCCUR IN THE COURSE OF THE DESIGN OR CONSTRUCTION PROCESS. IT IS THE SOLE RESPONSIBILITY OF THE CLIENT TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED TO THE ENGINEER AND TO OBTAIN NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

10



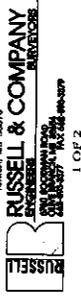
MIN./FE. TABLE

10	10.00	10.00
20	20.00	20.00
30	30.00	30.00
40	40.00	40.00
50	50.00	50.00
60	60.00	60.00
70	70.00	70.00
80	80.00	80.00
90	90.00	90.00
100	100.00	100.00
110	110.00	110.00
120	120.00	120.00
130	130.00	130.00
140	140.00	140.00
150	150.00	150.00
160	160.00	160.00
170	170.00	170.00
180	180.00	180.00
190	190.00	190.00
200	200.00	200.00
210	210.00	210.00
220	220.00	220.00
230	230.00	230.00
240	240.00	240.00
250	250.00	250.00
260	260.00	260.00
270	270.00	270.00
280	280.00	280.00
290	290.00	290.00
300	300.00	300.00
310	310.00	310.00
320	320.00	320.00
330	330.00	330.00
340	340.00	340.00
350	350.00	350.00
360	360.00	360.00
370	370.00	370.00
380	380.00	380.00
390	390.00	390.00
400	400.00	400.00
410	410.00	410.00
420	420.00	420.00
430	430.00	430.00
440	440.00	440.00
450	450.00	450.00
460	460.00	460.00
470	470.00	470.00
480	480.00	480.00
490	490.00	490.00
500	500.00	500.00



Order of Surveying Survey
 Approved by the City of Olive Branch
 The City of Olive Branch
 by *[Signature]*
 City Clerk

**FINAL PLAT OF
 PHASE 6
 WINDSTONE
 SUBDIVISION**
 SECTION 26, TOWNSHIP 1, RANGE 7 WEST
 OLIVE BRANCH, DECATO COUNTY, MISSISSIPPI
 SCALE: 1" = 60'
 APRIL, 2007
 TOTAL AREA: 108.00 Acres
 UNIMPAVED
 TOTAL: 108.00 Acres



1 OF 2

MORTGAGEE'S CERTIFICATE
 I, *[Name]*, MORTGAGEE OF THE PROPERTY HEREIN, HEREBY CERTIFY THAT THE UNDERSIGNED PROPERTY IS NOT SUBJECT TO ANY OTHER MORTGAGE OR ENCUMBRANCE OF ANY KIND OR NATURE, AND THAT THE TITLE TO THE PROPERTY IS CLEAR AND UNINCUMBERED.
 THIS THE _____ DAY OF _____, 2007.
[Signature]
 SIGNATURE OF MORTGAGEE

STATE OF MISSISSIPPI, COUNTY OF DECATO
 I, *[Name]*, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF MISSISSIPPI, AND acknowledged that he is the owner of the above described property and that he executed the foregoing instrument after being fully advised of its contents and legal effect.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, IN THE CITY AND COUNTY OF DECATO, MISSISSIPPI, THIS _____ DAY OF _____, 2007.
[Signature]
 NOTARY PUBLIC

CERTIFICATE OF SURVEYOR
 I, *[Name]*, SURVEYOR, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE SAME IS ACCORDANT WITH THE RECORDS OF THE MISSISSIPPI SURVEYING BOARD.
 THIS THE _____ DAY OF _____, 2007.
[Signature]
 SURVEYOR

GENERAL REPRESENTATIVE
 I, *[Name]*, OWNER OF AUTHORIZED REPRESENTATIVE AND HEREBY CERTIFY THAT THE USE OF THIS PLAT OF SUBDIVISION AS SHOWN ON THE PLAT IS IN ACCORDANCE WITH THE CITY OF OLIVE BRANCH, MISSISSIPPI, ORDINANCE NO. _____, AND THAT I HAVE BEEN FULLY ADVISED OF THE CONTENTS AND LEGAL EFFECT OF THIS PLAT.
 THIS THE _____ DAY OF _____, 2007.
[Signature]
 OWNER OR AUTHORIZED REPRESENTATIVE

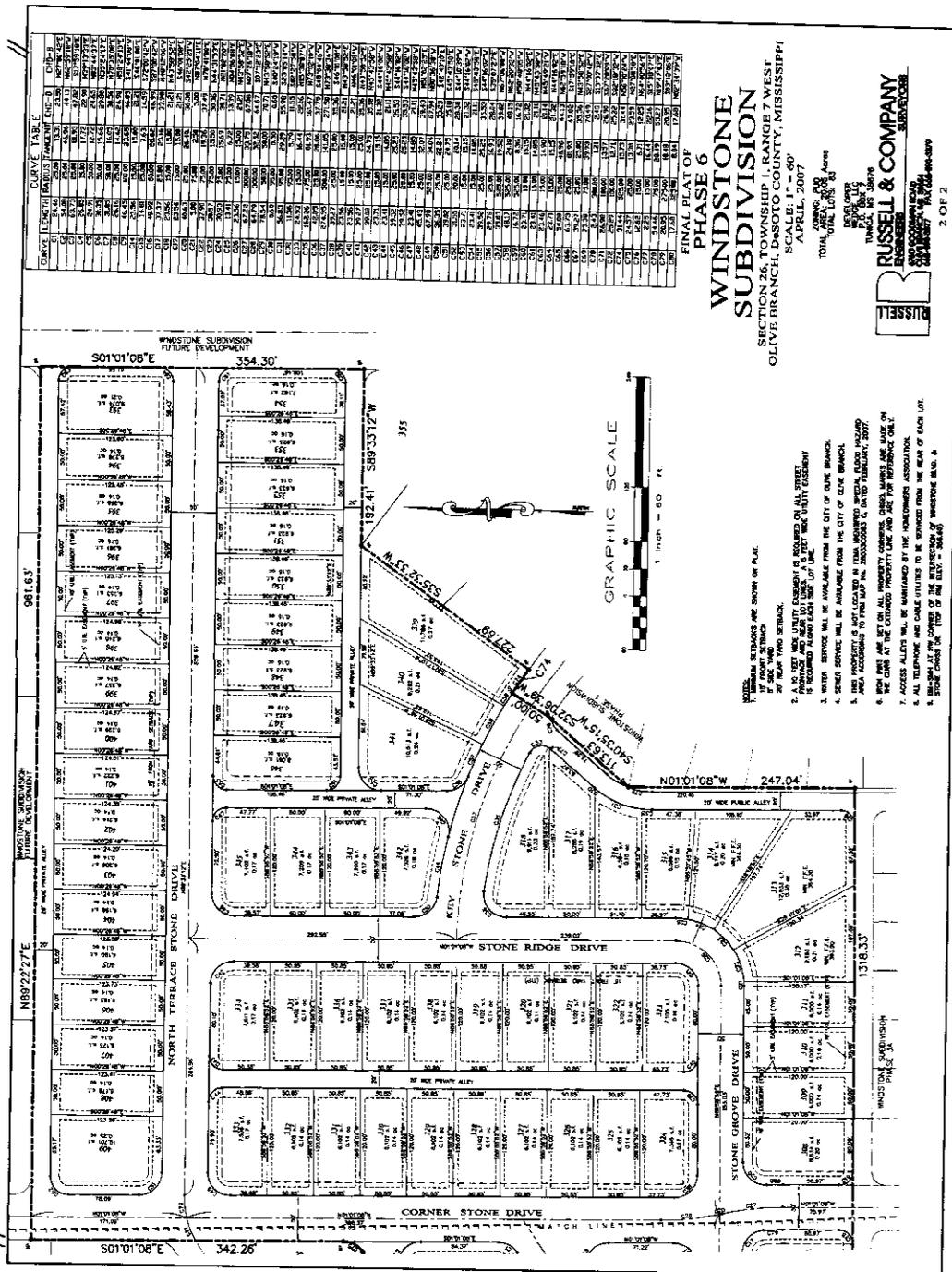
MISSISSIPPI SURVEYING BOARD
 I, *[Name]*, AS THE SURVEYING BOARD IN AND FOR THE STATE OF MISSISSIPPI, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE SAME IS ACCORDANT WITH THE RECORDS OF THE MISSISSIPPI SURVEYING BOARD.
 THIS THE _____ DAY OF _____, 2007.
[Signature]
 SURVEYING BOARD

STATE BRANCH PLANNING COMMISSION
 APPROVED BY THE STATE BRANCH PLANNING COMMISSION ON THIS THE _____ DAY OF _____, 2007.
[Signature]
 COMMISSIONER

STATE BRANCH NOTARY & BOARD OF ALDERMEN
 APPROVED BY THE BOARD OF ALDERMEN OF THE CITY AND BOARD OF ALDERMEN OF THE CITY OF OLIVE BRANCH, MISSISSIPPI, ON THIS THE _____ DAY OF _____, 2007.
[Signature]
 CITY CLERK

I, *[Name]*, COUNTY CLERK, HEREBY CERTIFY THAT THE FOREGOING PLAT SHOWS HEREON WAS FILED FOR RECORD IN MY OFFICE ON THIS DATE AND THAT THE SAME IS ACCORDANT WITH THE RECORDS OF THE MISSISSIPPI SURVEYING BOARD AND ONLY RECORDS IN MY OFFICE.
 THIS THE _____ DAY OF _____, 2007.
[Signature]
 COUNTY CLERK

PLAT NO. 2007-001
 LOT 14.80
 T-77.63
 CHD-14.58
 N74°00'00"E
 DISTANCE 14.58'
 TO CORNER



**FINAL PLAT OF
PHASE 6
WINDSTONE
SUBDIVISION**

SECTION 14, TOWNSHIP 11, RANGE 7 WEST
OLIVE BRANCH, CLAY COUNTY, MISSISSIPPI

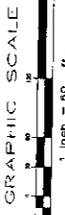
SCALE: 1" = 40'

APRIL, 2007

TOWNSHIP 11, RANGE 7 WEST
CLAY COUNTY, MISSISSIPPI



- NOTES:
1. NEARBY STRIPS ARE SHOWN ON PLAT.
 2. IF ANY STRIP IS FOUND TO BE NEAR A ROAD OR RAILROAD, THE STRIP SHALL BE RELOCATED TO THE NEARBY ROAD OR RAILROAD.
 3. WATER SERVICE WILL BE AVAILABLE FROM THE CITY OF OLIVE BRANCH.
 4. SEWER SERVICE WILL BE AVAILABLE FROM THE CITY OF OLIVE BRANCH.
 5. ALL ACCESSIBLE UTILITIES LOCATED IN THIS SUBDIVISION SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 6. HOMEOWNERS ARE TO MAINTAIN ALL UTILITIES LOCATED IN THIS SUBDIVISION.
 7. ACCESS ALLEYS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 8. ALL TELEPHONE AND CABLE UTILITIES TO BE SHOWN FROM THE REAR OF EACH LOT.
 9. STRIP AT THE CORNER OF THE INTERSECTION OF WINDSTONE BLVD. & STONE RIDGE DR. (TOP OF THE LEFT = 306.65)



PLEASANT HILL ROAD

WOMACK

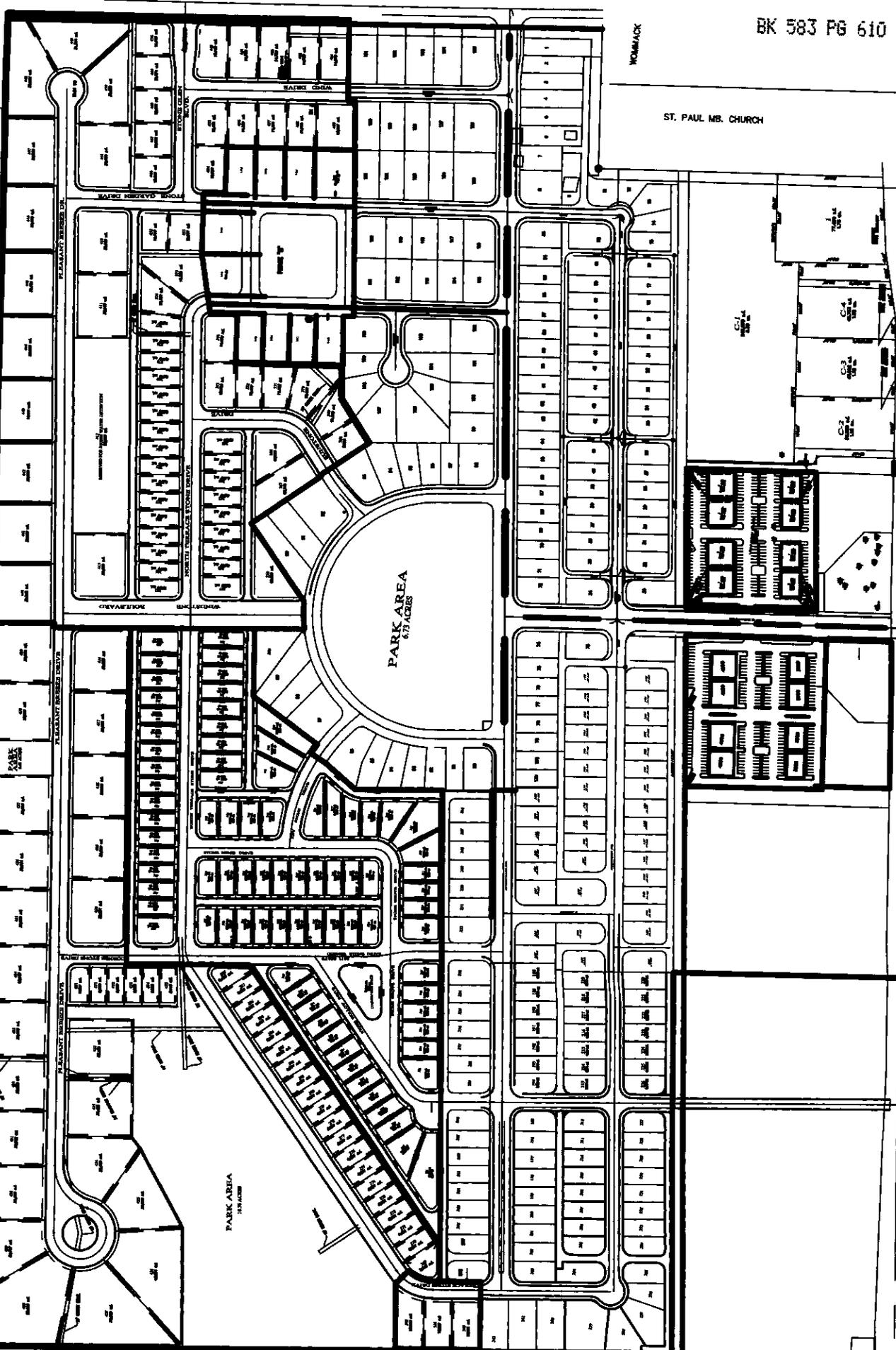
ST. PAUL MB. CHURCH

GOODMAN ROAD
HIGHWAY 202
(R.O.W. VARIETY)

64
63
62
61
60
59
58
57
56
55
54
53
52
51
50
49
48
47
46
45
44
43
42
41
40
39
38
37
36
35
34
33
32
31
30
29
28
27
26
25
24
23
22
21
20
19
18
17
16
15
14
13
12
11
10
9
8
7
6
5
4
3
2
1

SUMMERS HILLS S/D (PL. S. P. 44-46)

SUMMERS HILLS S/D (PL. S. P. 44-48)



PHONE