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Book:2020 Page:11221-11253
DEED
RCD: 06/17/2020 @03:00:54 PM
Rankin County, MS
Larry Swales Chancery Clerk

THIS INSTRUMENT PREPARED BY:
Matthew R. Dowd (Bar#101928)
Adams and Reese LLP
1018 Highland Colony Parkway, Suite 800
Ridgeland, Mississippi 39157

WHEN RECORDED RETURN TO:
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INDEXING INSTRUCTIONS: Windward Bluff Subdivision Phases, I, II, III, and IV – Rankin County, Mississippi
Marginal notations at
Book 791, Page 407
Book 845, Page 545
Book 920, Page 617
Book 985, Page 474
Book 2004, Page 6295
Book 2016, Page 14111

AMENDED COVENANTS – WINDWARD BLUFF

Grantor:

Windward Bluff Homeowners
Association, Inc.
11 East Bluff
Brandon, Mississippi 39047
662-312-6335

Grantee:

The World

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

WINDWARD BLUFF, INC.

THIS AMENDED DECLARATION is made this the 16th day of June, 2020, by Windward Bluff Homeowners Association, Inc. (hereinafter referred to as "Windward Bluff");

WITNESSETH:

WHEREAS, on February 10, 1997, the Declaration of Covenants, Conditions and Restrictions for Lakeshore Pointe, LLC, d/b/a Windward Bluff Townhomes, was recorded in Book 791, Page 407, in the records of the Chancery Clerk of Rankin County, Mississippi, pertaining to Windward Bluff, Phase 1, Revised, according to the map and plat thereof which is on file and of record in Plat Cabinet C, Slot 53, in said office, together with the amendments thereto, located in Plat Cabinet C, Slot 204, and Plat Cabinet C, Slot 301 (the "Covenants"); and,

WHEREAS, said Covenants were amended by the following instruments recorded in the records of the Chancery Clerk of Rankin County, Mississippi: dated August 17, 1998, recorded in Book 845, Page 545 (the "1998 Amendment"); August 23, 2000 recorded in Book 920, Page 617 (the "2000 Amendment"); dated May 6, 2002, recorded in Book 985, Page 474 (the "Phase 2 Amendment"); dated April 21, 2004, recorded in Book 2004, Page 6295 (the "Phase 3 Amendment"); and dated January 27, 2016, recorded in Book 2016, Page 14111 (the "Phase 4 Amendment"); and,

WHEREAS, over the phases of development of the subdivision known as Windward Bluff Subdivision, both townhome structures and single family homes were constructed within the Subdivision and subject to the Covenants and under the Jurisdiction of the Windward Bluff Board of Directors (the "Board"); and,

WHEREAS, on August 30, 2018, by Assignment of Lease recorded in Book 2018, Page 21312, in the records of the Chancery Clerk of Rankin County, Mississippi, Lakeshore Pointe, LLC, a Mississippi limited liability company and successor to the original Declarant of the Covenants, assigned unto Windward Bluff Homeowners Association Inc., the rights and property it owned by virtue of the Quitclaim Deed dated October 10, 2002 and recorded in Book 996, Page 491 in the records of the Chancery Clerk of Rankin County, Mississippi, Lakeshore Pointe, LLC; and,

WHEREAS, Article XI, Section 4 of the Covenants allows for their amendment by a majority vote of the Members; and,

WHEREAS, by Resolution of the Windward Bluff Homeowners' Association, Inc. adopted January 24, 2019 (the "Resolution"), the Board of Directors determined that in the best

interest of the Association, that the Covenants should be revised to properly address the governance of the different types of dwellings within the Association; and,

WHEREAS, by the Resolution, the Board further determined that in the best interest of the Association, a sub-board and maintenance fund under the jurisdiction of the Townhome Board be created to administer to the special needs and requirements of the townhome owner Members of the Association; and,

WHEREAS, Windward Bluff desires to incorporate Phases 1 through 4 under this amended declaration and set of covenants as set out further herein (the "Declaration"). It is the intent that these revised covenants and bylaws shall supersede and replace in their entirety, all previously adopted and or filed covenants and bylaws.

NOW THEREFORE, the Association declares that the real property referred to in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors in title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

- (a) "Architectural Review Committee" shall mean and refer to the person or collective group of people who from time to time who is/are designated or appointed by the Board of Directors to discharge certain powers and duties described or implied herein pertaining to dwellings and improvements within the Lots or Units. See also Article VI of this Declaration.
- (b) "Association" shall mean and refer to Windward Bluff Homeowners Association, Inc., the nonprofit corporation incorporated under the laws of the State of Mississippi, and its predecessors, successors and assigns, for the purpose of effecting the intents and objectives herein set forth and shall include as Members all owners of Lots and Units within the Subdivision.
- (c) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

- (d) "By Laws" shall refer to the By Laws of Windward Bluff Homeowners Association, Inc., attached to this Declaration as Exhibit "A."
- (e) "Common Areas" shall mean and refer to the common areas and pedestrian easements as shown on any recorded plat for the property subject to this Declaration, and such other areas as may be designated by the Association from time to time.
- (f) "Lot" shall mean a portion of the property subject to this Declaration as set forth in Article II, whether improved or unimproved, intended for ownership and use as permitted in this Declaration and as shown on any plat for Windward Bluff Homeowners Association, Inc., or amendments thereto, recorded in the Rankin County, Mississippi, land records. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Areas, which shall include, without limitation, membership in the Association. Each Owner shall be entitled to the exclusive ownership and possession of his or her Lot, subject to this Declaration. Each Owner shall have the right to lateral and subjacent support for his or her Lot, and such right shall pass with the Lot. The term Lot as used herein shall include all dwellings and improvements thereon and all Units.
- (g) "Owner" shall mean and refer to every person or entity who is a record owner of an interest in any Lot or Unit which is subject by covenant of record to assessment by the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.
- (h) "Majority" means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.
- (i) "Members" shall mean all members of Windward Bluff Homeowners Association, Inc. and includes all Owners of Lots and Units.
- (j) "Community Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the community. Such standard may be more specifically determined by the Board of Directors of the Association.
- (k) "Townhome Association" shall include all Owners of a Townhome Unit in the Subdivision.
- (l) "Townhome Board" shall mean the Board of Directors of the Townhome Association.
- (m) "Townhome Maintenance Fund" shall mean the special fund established by the Board as described in Article V, Section 1 of this Declaration.
- (n) "Unit" shall mean a portion of the property subject to this Declaration as set forth in Article II, whether improved or unimproved, intended for ownership and use as a Townhome or single family home and as permitted in this Declaration and as shown on any plat for Windward Bluff

Homeowners Association, Inc., or amendments thereto, recorded in the Rankin County, Mississippi, land records. The ownership of each Unit shall include, and there shall pass with each Unit as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Areas, which shall include, without limitation, membership in the Association and the Townhome Association. Each Owner shall be entitled to the exclusive ownership and possession of his or her Unit, subject to this Declaration. Each Owner shall have the right to lateral and subjacent support for his or her Unit, and such right shall pass with the Unit.

(o) "Subdivision" shall mean and refer generally to all phases of the Windward Bluff Subdivision and specifically to all the property subject to this Declaration and set out in Article II.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

SECTION 1. Property Subject To This Declaration. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Rankin County, State of Mississippi, and is more particularly described in Exhibit "B" attached hereto and made a part hereof.

SECTION 2. Additions to Property. The Association may add additional property or properties to the scheme of this Declaration by filing of record an amended or supplemental Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the Covenants, Conditions, and Restrictions of this Declaration to such property or properties; provided, however, that such other Declaration may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties but which are not generally inconsistent with the concept of this Declaration.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Membership. Every person who is the record Owner of an interest in any Lot or Unit that is subject to this Declaration shall be required to be a member of the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one (1) membership per Lot or Unit. In the event of multiple Owners of a Lot or Unit, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By Laws. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit. The rights and

privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot or Unit owned.

SECTION 2. Voting. Members shall be entitled to one (1) vote for each Lot or Unit owned. When more than one person holds an ownership interest in any Lot or Unit, the vote for such Lot or Unit shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Lot or Unit's vote shall be suspended in the event more than one Owner seeks to exercise it.

ARTICLE IV

ASSESSMENTS

SECTION 1. General Assessment. The general assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots and Units, including the Common Areas, all as may be more specifically authorized from time to time by the Board of Directors and paid for by all Members of the Association.

SECTION 2. Townhome Assessment. There shall be collected from each of the Owners of the Townhome Units in the Subdivision a limited assessment specifically collected for the general maintenance of the Units as further described in Article V, Section 1, all as may be more specifically authorized from time to time by the Townhome Board of Directors and paid for by those members of the Townhome Association.

SECTION 3. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot or Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association and the Townhome Association (as applicable):

- (a) annual general assessments (and Townhome Assessments as applicable) or charges;
- (b) special assessments, such assessments to be established and collected as hereinafter provided; and
- (c) specific assessments against any particular Lot or Unit which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges, interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Unit against which each assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot or Unit at the time the assessment fell due and such obligation shall not be extinguished by the transfer of title or abandonment of the Lot or

Unit. Any grantee of a Lot or Unit shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first mortgage holder taking title through foreclosure proceedings or deed in lieu of foreclosure. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property.

SECTION 4. Improvement and Maintenance of the Common Areas by the Association. The Association shall have the responsibility and duty of improving and maintaining the Common Areas, including, but not limited to, paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of the Common Areas.

SECTION 5. Computation of Annual Maintenance Assessments. It shall be the duty of the Board of the Association and the Townhome Association Board to prepare a budget covering the estimated costs of operating the Association and Townhome Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Boards shall cause the budget and the assessments to be levied against each Townhome or single family Unit for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of all Owners. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

SECTION 6. Emergency Special Assessment. Assessments for emergencies, as declared by the Board, that cannot be paid from the annual general assessments for repair or maintenance of the Common Areas shall be due only after thirty (30) days' notice is given to the Owners, and shall be paid in such manner as the Board of Directors may require in the notice of such assessments.

SECTION 7. Special and Individual Assessments to Members.

(a) In addition to the other assessments authorized herein, and upon the affirmative vote of sixty (60%) percent the Members voting at a meeting of the Association, the Association may levy a Special Assessments in any year for matters voted upon. Special Assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

(b) The Association may levy individual assessments against individual Owners for reimbursement for repairs occasioned by the willful or negligent acts of the Owners to the Common Areas.

SECTION 8. Uniform Rate of Annual and Special Assessments. Both general assessments and special assessments must be fixed at a uniform rate for all Townhome and single family Units as set forth in this Article. Unless a majority of the Owners and their respective first mortgagees have given prior written approval, the Board of Directors of the Association shall not change the pro rata interest or obligations of any Townhome or single family Unit (or Owner thereof) for purposes of levying annual and special assessments and charges.

SECTION 9. Lien for Assessments. All sums assessed against any Lot or Unit pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot or Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot or Unit, except for (a) liens of ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage, or on any mortgage to Windward Bluff duly recorded in the land records of Rankin County, Mississippi, and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument. All other persons acquiring liens or encumbrances on any Lot or Unit after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot or Unit at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. The lien for unpaid assessments shall be unaffected by a sale, assignment, or abandonment of a Lot or Unit and shall continue in full force and effect.

SECTION 10. Effect of Nonpayment of Assessments; Remedies of the Association.

(a) Pursuant to Section 4 of this Article, the Association may deliver a notice of the Annual Maintenance Assessment to each member at least thirty (30) days prior to the end of the current fiscal year. The Association shall deliver a notice of any special or individual assessments as soon as practical after such assessment is made by the Association.

(b) If any assessment or any part thereof is not paid when due, it shall be delinquent, and the unpaid amount of such assessment shall be subject to an interest charge from the date of delinquency at the rate of ten percent (10%) per annum. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof.

(c) The Association shall cause a notice of delinquency to be given to any Member who has not paid an assessment within ten (10) days following the due date.

(d) If any assessment or part thereof is not paid within thirty (30) days after the notice of delinquency, the Association may bring an action at law or equity against the Owner and file a notice of such action and/or delinquency in the land records of Rankin County, Mississippi. In such event, there shall be added to the amount of such assessment the costs of preparing and filing the complaint and or notice in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the court costs.

(e) If any assessment or part thereof is not paid within sixty (60) days after the notice of delinquency, the Association shall cause a notice of intent to initiate foreclosure proceedings to be given to the delinquent Owner(s) and its mortgagee(s), if known.

(f) If the assessment or part thereof is not paid within ten (10) days after the notice of intent to initiate foreclosure proceedings is given to the delinquent Owner, the Association may initiate foreclosure proceedings in accordance with the then existing laws of the State of Mississippi.

(g) The failure of the Association to notify Owners in accordance with the terms of this section shall not constitute a waiver of the Association's rights, and shall not otherwise affect the obligation owed. In the event the Association fails to notify any Owner in accordance with this section, the Association may provide such notification at any time after the first date such notification could have been provided under the terms of this section.

SECTION 11. Commencement of Liability for Assessments. Each Member's liability to pay assessments shall commence on the date a deed, lease or similar instrument conveying or transferring the ownership or right to use or occupy the Lot or Unit to which such membership is appurtenant shall be filed for record in the office of the Chancery Clerk of Rankin County or delivered to the Member named as grantee, assignee or owner in such instrument.

SECTION 12. Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association and of the Townhome Association shall fix the date of commencement and the amount of the assessment against each Lot or Unit for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Units and assessments applicable thereto which shall be kept in the office of the Association.

(b) The Board of Directors of the Association and of the Townhome Association shall upon demand at any time furnish to any Owner liable for said assessment, a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

SECTION 13. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use;
- (b) All areas reserved by the Declaration on the recorded plat(s) of the property subject to this Declaration;
- (c) All properties otherwise exempted in this Declaration.

ARTICLE V

MAINTENANCE

SECTION 1. Association's Responsibility.

(a) The Association shall maintain and keep in good repair the Common Areas. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect of all landscaping and improvements situated on the Common Areas. The Association shall maintain and keep in good repair all paved roads, parking areas, water and sewer pipes or facilities which serve more than one (1) Lot or Unit, whether located within or outside of a Lot or Unit's legal description.

(b) The Townhome Association shall provide exterior maintenance upon Unit improvements from the Townhome Maintenance Fund as follows: paint, repair, replace, and care for gutters, downspouts, and (with the exception of roof surfaces and roof systems, skylights, front entry doors, glass and their appurtenant hardware) all exterior building surfaces. Exterior building surfaces shall also include porches, balconies and their ceilings; the interiors of those enclosed by glass, screen or other approved material shall be excluded. Garage doors will be painted, but not repaired or replaced. The Association shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners, including maintenance of front entry doors, glass and appurtenant hardware of the Units.

(c) The foregoing maintenance shall be performed consistent with the Community Wide Standard.

SECTION 2. Owner's Responsibility. Except as provided in Section 1, above, all maintenance of the Lots or Units shall be the responsibility of the Owner thereof. In addition, the Owner shall maintain all pipes, lines, ducts, conduits, or other apparatus which serve only the Lot or Unit whether located within or without a Lot's boundaries (including all gas, electricity, water, sewer or air conditioning pipes, lines, ducts, conduits or other apparatus serving only the Lot). Such maintenance shall be performed consistent with this Declaration and the Community Wide

Standard established pursuant hereto. In the event that the Board of Directors of the Association or the Board of Directors of the Townhome Association determines that (a) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (b) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not covered or paid for by insurance, in whole or in part, then, the applicable Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days within which to complete such maintenance, repair, or replacement, or in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Unit.

SECTION 3. Party Walls.

(a) General Rules of Law to Apply. Each wall built as a part of the original construction of the Units which shall serve and separate any two (2) adjoining Townhome Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

(c) Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall may restore it, and if the other Owner or Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Weatherproofing. Notwithstanding any other provision of this Section, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board of Directors, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

SECTION 4. End Walls. Except as provided in Article IV above, the maintenance of an end wall shall be the sole responsibility of the Owner of the Unit which contains such end wall.

ARTICLE VI

USE RESTRICTIONS AND RULES

SECTION 1. General. The Board of Directors may, from time to time, promulgate additional use restrictions and rules and regulations applicable to the Lots, Units and the Common Areas. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled, or modified in a regular or special meeting by the vote members holding a Majority of the total votes in the Association.

SECTION 2. Use of Lots and Units. All Lots and Units shall be used for single family residential purposes exclusively. Except as specifically provided by the Board of Directors (either by general regulation, or by written consent), no business or business activity shall be carried on or upon any Lot or Unit at any time except with the written approval of the Association. The long-term leasing or rental of a Lot or Unit shall not be considered a business or business activity.

SECTION 3. Signs/Displays. No sign of any kind shall be erected within the Subdivision without the written consent of the Board. The Board shall have the right to erect reasonable and appropriate signs. Furthermore, nothing shall be affixed or attached to, hung, displayed or placed, on the exterior portion of any Lot or Unit or any portion of the Common Areas, except as specifically provided by the Board of Directors (either by general regulation, or by written consent).

SECTION 4. Outside Furniture/Equipment. Except as specifically provided by the Board of Directors (either by general regulation, or by written consent), no furniture or equipment shall be kept or stored outside any Lot or Unit, including the patio area of any Lot or Unit unless inside the fence or on the porch of a Lot or Unit.

SECTION 5. Clothes Lines. No outside clothes line or other outside clothes drying or airing facilities shall be placed or maintained in the Subdivision.

SECTION 6. Horns/Speakers. No exterior speaker, horn, whistle, bell or other sound device, except security devices used exclusively for security purposes, shall be located, used, or placed on the exterior of any Lot or Unit.

SECTION 7. Trash Burning. No trash, garbage, or yard debris may be burned in the Subdivision.

SECTION 8. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot or Unit, with the exception of dogs, cats, or other usual and common household pets in reasonable number and of reasonable size, as determined by the Board of Directors in its sole discretion; provided, however, those pets which are kept, bred, or maintained for any commercial purpose, permitted to roam free, or, in the sole discretion of the Board of Directors, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or Units or the Owner of any property located adjacent to the Subdivision may be removed by the Association. Dogs which are household pets shall at all times whenever they are outside a Lot or Unit be confined on a leash. Dogs shall be walked only in those areas designated by the Board of Directors. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets, including more restrictive "leash" regulations, as the Board may from time to time consider necessary or appropriate.

SECTION 9. Parking and Garages. Except as otherwise allowed by the Board of Directors; Owners shall park only in their driveways and garages. All commercial vehicles, tractors, trailers (either with or without wheels), campers, camper trailers, motorhomes, boats and other watercraft, and boat trailers must be parked within a garage unless otherwise permitted by the Board. All garage doors shall remain closed at all times except as necessary for entry and exit. Owners and their guests may park short term (but not overnight) on the street so long as it does not block access to a street or driveway. No parking is allowed on Common Areas.

SECTION 10. Leasing and Rental. Lots or Units may be leased for long-term residential purposes for a minimum of twelve months. No Lots or Units shall be leased or rented under any time-sharing, time interval or right-to-use programs or investments such as Air BNB, VRBO or other similar leasing and/or rental platforms. All lease or rental agreements shall be in writing. Any such rental agreement shall contain, or shall be deemed to contain, a provision to the effect that the rights of the tenant to use and occupy the Lot or Unit shall be subject and subordinate in all respects to the provisions of this Declaration, to the Bylaws, and to such reasonable rules and regulations as the Board of Directors from time to time may duly adopt and promulgate among the Members. Such rental agreement shall further provide, or shall be deemed to provide, that any failure by the tenant to comply with any of same shall be a default under the rental agreement. Any Owner of any Lot or Unit who rents such Lot or Unit, promptly following execution of a

rental agreement or upon the request in writing of the Board, shall forward a conformed copy of such rental agreement to the Association.

SECTION 11. Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Lot or Unit. No Lot or Unit shall be used, in whole or in part, for the storage of any property or thing that will be obnoxious to the eye; nor shall any substance, thing; or material be kept upon any Lot or Unit that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No offensive activity shall be carried on upon any Lot or Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot or Unit. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, illegal, or of a nature as may diminish or destroy the enjoyment of the Subdivision.

SECTION 12. Unsightly or Unkempt Condition. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in the Subdivision. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers, or the like, shall be stored in a visible location in the Subdivision. No guns, firearms, or weapons of any kind, including but not limited to BB or pellet guns, bows and arrows shall be allowed in Common Areas or vacant Lots in the Subdivision.

SECTION 13. Occupants Bound. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Lot or Unit.

SECTION 14. Architectural Standards.

(a) No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any property subject to this Declaration, except as is approved in accordance with this section. No exterior construction, addition, erection, or alteration shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the Architectural Review Committee. Without limiting the generality of the foregoing, this section shall apply to the screening in or enclosing of any porch or balcony.

(b) The Architectural Review Committee may promulgate written guidelines for the exercise of this review. The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall

be entitled to stop any construction in violation of these restrictions. Any member of the Architectural Review Committee shall have the right, during reasonable hours and upon notice, to enter upon any Lot or Unit to inspect any Lot or Unit and any improvements thereon for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In the event the Architectural Review Committee fails to approve or to disapprove such design and location within sixty (60) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with.

(c) No trees on the Lots or Units shall be removed without prior written approval of the Architectural Review Committee.

SECTION 15. SEVERABILITY. The invalidity, violation, abandonment or waiver of any one or more of, or any part of, the reservations, restrictions, or other provisions hereof, either as to all or any part of the Subdivision, shall not affect or impair such reservations, restrictions, or other provisions hereof, as to the remaining parts of the Subdivision, and shall not affect or impair the remaining reservations, restrictions, or other improvements hereof, or parts thereof, as to the Subdivision.

SECTION 16. Window Treatments. For the Townhomes, all portions of interior window treatments visible from the outside of any unit, must be white.

ARTICLE VII

INSURANCE AND CASUALTY LOSSES: REPAIR AND RECONSTRUCTION

SECTION 1. Right to Purchase Insurance. The Association and the Townhome Association shall have the right, privilege and opportunity to purchase, carry and maintain in force insurance covering any or all needs of each Association, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for similar Associations. Such insurance may include, but need not be limited to: (1) public liability insurance; (2) fidelity bond for all officers, directors, committee members and employees of the Association having control over the receipt or the disbursement of funds in such penal sums as shall be determined by each Association in accordance with its By Laws; and (3) directors' and officers' liability insurance.

SECTION 2. Damage and Destruction.

(a) In General. Immediately after the damage or destruction by fire or other casualty to all or any improvement covered by insurance written in the name of the Association or, the Board of Directors or Townhome Association and its Board of Directors or either duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed

property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

(b) Repair and Reconstruction. Any damage or destruction shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy five (75%) percent of the Members shall otherwise agree. If the damage includes damage to a Lot or Unit, the written consent of the Owner or Owners of the affected Lots or Unit(s) must be obtained as part of the seventy five (75%) percent. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, the total period including any extension shall not exceed one hundred twenty (120). days. Only Lot or Unit Owners (and specifically not persons whose sole interest in a Lot or Unit is as a holder of a mortgage or other security interest) shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

(c) Assessment for Repairs/Excess Insurance Coverage. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall levy a special assessment against all Owners in proportion to the number of Lots or Units owned by such Owners. Additional assessments may be made in like mariner at any time during or following the completion or any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction, or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association; provided that the Owner and Mortgagee of any Lot or Unit for which proceeds are received agree to the distribution as their interest may appear.

(d) Restoration to Natural State. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition.

ARTICLE VIII

Condemnation

SECTION 1. Common Areas. If a taking involves a portion of the Common Areas on which improvements have been constructed the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, unless seventy five (75%) percent of the Members of the Association shall otherwise agree. The provisions of Article VII, Section 2, above, applicable to damage to Common Areas,

shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

SECTION 2. Lots and Units. If a taking includes one or more Lots or Units, or any part or parts thereof, whether or not there is included in the taking any part of the Common Areas the award shall be disbursed, and all related matters shall be handled, pursuant to and in accordance with the consent of no less than fifty (50%) percent of all Owners expressed in a duly recorded amendment to this Declaration; provided that the consent of the Owner or Owners of the Lots or Units so taken must first be obtained. If such consent cannot be obtained, the funds shall be disbursed as the court may determine.

ARTICLE IX

EASEMENTS

SECTION 1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and/or Unit and such portion or portions of the Common Areas adjacent thereto or as between adjacent Lots and/or Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and/or Unit and the adjacent portion of the Common Areas or as between adjacent Lots and/or Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner or the Association.

SECTION 2. Easements for Use and Enjoyment.

(a) Every Owner of a Lot or Unit shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to such Lot or Unit, subject to the following provisions:

(i) the right of the Association to charge reasonable cleaning and other fees for the use of any portion of the Common Areas and to limit the number of guests of Owners who may use the Common Areas;

(ii) the right of the Association to suspend the voting rights of an Owner and the right of an Owner to use the recreational facilities in the Common Areas, if any, for any period during which any assessment against the Owner's Lot or Unit which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, By Laws, or rules and regulations;

(iii) the right of the Association to borrow money for the purpose of improving the Common Areas, or any portion thereof, or for construction, repairing or improving any

facilities located or to be located thereon, and give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Areas; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of any Lot or Unit or Owner, or the holder of any mortgage, irrespective of when executed, given by any Owner encumbering any Lot or Unit or other property subject to this Declaration. Any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of any Owner, or the holder of any mortgage, irrespective of when executed; and

(iv) the right of the Association to dedicate or transfer all or any portion of the Common Areas subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by a majority.

(b) Any Lot or Unit Owner may delegate his or her right of use and enjoyment in and to the Common Areas and facilities located thereon to the members of his or her family, his or her tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of any leased Lot or Unit.

SECTION 3. Easements for Utilities. There is hereby reserved to the Association blanket easements upon, across, above and under all property subject to this Declaration for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the property subject to the Declaration or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association might decide to have installed. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

SECTION 4. Easement for Entry. The Association shall have an easement to enter into any Lot or Unit for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the property subject to this Declaration, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association

to enter a Lot or Unit to cure any conditions which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Association.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. Enforcement. Each Owner and every occupant of a Lot or Unit shall comply strictly with the By Laws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his or her Lot or Unit, if any. The Board of Directors may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By Laws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner, failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Self Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot or Unit or any portion of the Common Areas to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the By Laws, the rules and regulations, or the use restrictions as may be adopted from time to time by the Board. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

SECTION 3. Duration. These restrictions shall remain in full force and effect until January 1, 2046, and shall be automatically extended for successive ten (10) year periods, provided, however, that these restrictions may be terminated on January 1, 2046, or on the commencement of any successive ten year period, by filing of record in the office of the Chancery Clerk of Rankin County, Mississippi, a written statement of election to terminate these restrictions, executed and acknowledged by the Owners of a majority of the Owners. Such statements must be filed prior to the commencement of the ten year period for which these restrictions would otherwise be in effect.

SECTION 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by the Board of Directors: (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots or Units subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal

National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots or Units subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots or Units subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Unit unless any such Unit Owner shall consent thereto in writing. In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a majority of Members.

SECTION 5. Partition. The Common Areas shall remain undivided, and no Owner nor any other person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property subject to this Declaration and without the written consent of all holders of all mortgages encumbering any portion of the property, including, but not necessarily limited to, the Lots or Units.

SECTION 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

SECTION 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

SECTION 8. Captions. The captions of each Article and Sections hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

SECTION 9. Conveyances of Common Areas. The Association, in the Board's sole discretion, may accept such conveyances of Common Areas as are made from time to time to the Association.

SECTION 10. Indemnification. The Association shall indemnify every officer, committee member, employee and director (herein after Indemnified Person) against any and all expenses, including attorney's fees, imposed upon or reasonably incurred by any Indemnified Person in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board of Directors) to which he or she may be a party by reason of being or having been an Indemnified Person. The Indemnified Person shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The Indemnified Person shall have no personal liability

with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such Indemnified Person free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled.

SECTION 13. Books and Records.

(a) Inspection by Members and Mortgagees. This Declaration, the By Laws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of any first mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a member or holder, insurer, or guarantor of a first mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.

SECTION 14. Audit. An audit of the accounts of the Association may be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's audit at the annual meeting, the Members, by a majority vote, may require that the accounts of the Association be audited as a common expense by a public accountant. Upon written request of any institutional holder of a first mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of the annual audited financial statement within ninety (90) days after the end of each fiscal year.

SECTION 17. Notice of Sale or Lease. In the event an Owner sells or leases his or her Lot or Unit, the Owner shall give to the Association, in writing, the name of the purchaser or lessee of the Lot or Unit and such other information as the Board may reasonably require.

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Windward Bluff Homeowners Association, Inc. herein, have executed this instrument and affixed the corporate seal this 16th day of June, 2020.

**WINDWARD BLUFF HOMEOWNERS
ASSOCIATION, INC.**

By: Yvonne Thaxton

Print: YVONNE THAXTON

Title: President of Windward Bluff
Homeowners Association, Inc.

Attest: Susan Silver

Print: SUSAN SILVER

Title: Secretary of Windward Bluff
Homeowners Association, Inc.

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of , 2020 , within my jurisdiction, the within named Yvonne Thaxton, who acknowledged that she is President of **Windward Bluff Homeowners Association, Inc.**, a corporation, and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Leigh Ann Armstrong
(NOTARY PUBLIC)

My commission expires:
(Affix official seal, if applicable)

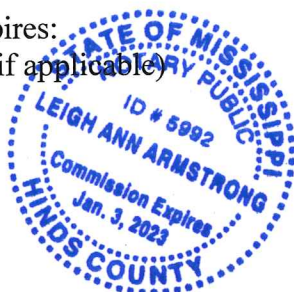


EXHIBIT A

By Laws of Windward Bluff Homeowners Association, Inc. (Attached)

BY-LAWS

OF

WINDWARD BLUFF HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name, Membership, Applicability, and Definitions

Section 1. Name. The name of the Association shall be Windward Bluff Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Membership. The Association shall have two (2) classes of membership, Class "A" and "B", as is more fully set forth in that Declaration of Covenants, Conditions, and Restrictions for Lakeshore Pointe, Inc. d/b/a Windward Bluff, Inc. (such Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit. -

ARTICLE II

Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors.

Section 2. First Meeting and Annual Meetings. An annual or special meeting shall be held within one (1) year from the date the Declaration is recorded. Annual meetings shall be set by the Board so as to occur no later than sixty (60) days after the close of the Association's fiscal year. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday (excluding Saturday and Sunday).

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a Majority of the Board of Directors or upon a petition signed by at least twenty-five (25%) percent of the Class "A" members. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of record of each Unit a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Unit, he or she shall have designated by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than thirty (30) days before a meeting.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a Majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. The voting rights of the members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Unit, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9. Quorum. The presence, in person or by proxy, of twenty-five (25%) percent of the Owners of Units to which eligible-votes appertain shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

ARTICLE III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors must reside in the Community and shall be members or spouses of such members; provided, however, no person and his or her spouse may serve on the Board at the same time.

Section 2. Directors Appointed by Declarant. Except as provided in Section 6 of this Article, the Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant, so long as the Class "B" membership exists as set forth in the Declaration, unless the Declarant shall earlier surrender this right to select Directors. The Directors selected by the Declarant need not be Unit Owners or residents of a Unit. The names of the initial Directors selected by the Declarant are set forth in the Articles of Incorporation of the Association.

Section 3. Veto. Until the termination of the Class "B" membership, the Declarant shall have a veto power over all actions of the Board, as is more fully provided in this Section. This veto power shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

No action authorized by the Board of Directors shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) Declarant shall have been given written notice of all meetings and proposed actions to be approved at meetings by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice shall comply with the provisions of these By-Laws regarding notice of regular and special meetings of the Directors and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at the meeting; and

(b) Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board or the Association. Declarant and its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the Association and/or the Board. At such meeting, Declarant shall have and is hereby granted a veto power over any such action, policy, or program authorized by the Board of Directors and to be taken by the Board. The veto may be exercised by Declarant, its representatives, or agents at the meeting held pursuant to the terms and provisions hereof. Any veto power shall not extend to the requiring of any action or counteraction on behalf of the Board.

Section 4. Number of Directors. The Board shall consist of three (3) members.

Section 5. Nomination of Directors. Elected Directors shall be nominated from the floor and may also be nominated by a Nomination Committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Not later than thirty (30) days after the Class "B" membership terminates, the Association shall call a special meeting to be held at which members shall elect three (3) Directors.

(b) At annual meetings of the membership thereafter, Directors shall be elected. All eligible members of the Association shall be allowed to vote on all Directors to be elected, and the candidate(s) receiving the most votes shall be elected; provided, however, those Directors serving at the time of the first annual meeting after the termination of the Class "B" membership shall serve the remainder of their terms.

The term of one (1) Director shall be fixed at one (1) year, the term of one (1) Director shall be fixed at two (2) years, and the term of one (1) Director shall be fixed at three (3)

years. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

(c) The Declarant, in its sole discretion, may call meetings earlier than required herein and/or may permit Class "A" members to elect a larger number of Directors at any meeting than required herein.

Section 7. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meeting or who is delinquent in the payment of any assessment for more than twenty (20) days may be removed by a Majority vote of the Directors at a meeting, a quorum being present. This Section shall not apply to Directors appointed by Declarant.

Section 8. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a Director by vote of the Association, shall be filled by a vote of the Majority of the remaining Directors, even though less than a quorum, at any meeting of the Board of Directors. Each person so selected shall serve the unexpired portion of the term.

B. Meetings.

Section 9. Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a Majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 11. Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company shall be given at least forty-eight (48) hours before the time set for the meeting.

Section 12. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver or notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 13. Quorum of Board of Directors. At all meetings of the Board of Directors, a Majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a Majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 14. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a Majority of the Class "A" members.

Section 15. Open Meetings. All meetings of the Board shall be open to all members, but members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 16. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business or a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 17. Action Without A Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

C. Powers and Duties.

Section 18. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not directed to be done and exercised exclusively by the members by the Declaration, Articles, or these By-Laws. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, by way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;
- (b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;
- (c) providing for the operation, care upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending use restrictions and rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;
- (k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and
- (l) contracting with any person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 19. Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Declarant or an affiliate of the Declarant may be employed as managing agent or Manager. The term of any

management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice.

Section 20. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Areas and improvements thereon without the approval of the members of the Association; provided, however, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed Ten Thousand (\$10,000.00) Dollars outstanding debt at any one time.

Section 21. Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and
- (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not continuing. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.

(b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice, impose a fine. The notice shall state:

- (i) the nature of the alleged violation;
- (ii) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;
- (iii) that any statements, evidence, and witnesses may be produced by the alleged violator at the hearing; and
- (iv) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

(c) Hearing. If a hearing is requested, it shall be held before the Board in executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

ARTICLE IV

Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of non-profit corporations organized under the laws of the State of Mississippi.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Mississippi law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V

Committees

Section 1. General. Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall

operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VI

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. The current edition of Roberts Rules of Order shall govern the conduct of all Association proceedings, when not in conflict with Mississippi law, the Articles of Incorporation, the Declaration, these By-Laws, or a ruling made by the person presiding over the proceeding.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Mississippi law, the Articles of Incorporation, the Declaration and these By-Laws, the provisions of Mississippi law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Amendment. The provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment to these By-Laws.

EXHIBIT B

All those lots and lands in the Windward Bluff Subdivision (Phases 1 through 4) which are described and recorded in the following Plats in the Chancery Clerk's Office of Rankin County, Mississippi:

1. Phase 1, Lots 1-59 – Plat Cabinet C, Slot 50
2. Phase 1, Revised, Lots 1-59 – Plat Cabinet C, Slot 53
3. Phase 1, Revised, Amended, Lots 1-59 – Plat Cabinet C, Slot 204
4. Phase 1, Revised, Amended, II, Lots 1-59 – Plat Cabinet C, Slot 301 and Slot 332
5. Phase 2, Lots 60-79 – Plat Cabinet C, Slot 335
6. Phase 3, Lots 80-84 – Plat Cabinet C, Slot 398
7. Phase 4, Lots 86-89 – Plat Cabinet D, Slot 109



U. McLaughlin