

03/26/15 9:19:33  
DK W BK 771 PG 611  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

Prepared by/Return to:  
★ James B. "Trey" McClain, III  
3036 Centre Oak Way  
Germantown, TN 38138  
901-606-6301

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE ARBORS OF WEDGEWOOD SUBDIVISION  
PHASE 1, PHASE 2A, PHASE 2B, PHASE 3A, PHASE 3B, PHASE 3C  
OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI  
SECTION 35, TOWNSHIP 1 SOUTH, RANGE 7 WEST

(NOTE TO CLERK; PLEASE MAKE MARGINAL NOTATION OF THE FILING OF THIS INSTRUMENT ON THE PLAT OF SAID SUBDIVISION FILED OF RECORD IN PLAT BOOK ~~90~~ PAGE 10; PLAT BOOK ~~96~~ PAGE 24; PLAT BOOK ~~93~~ PAGE 3; PLAT BOOK ~~96~~ PAGE 25; PLAT BOOK ~~99~~ PAGE 35 AND 36; AND PLAT BOOK ~~93~~ PAGE 4 IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI)

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This Declaration of Covenants, Conditions and Restrictions to made this 25<sup>th</sup> day of August, 2015 by Association, whose mailing address is 3036 Centre Oak Way, Germantown, Tennessee 38138, and shall be effective as of the recording of the proposed plat of said subdivision and of this Instrument.

**ARTICLE I. PURPOSE**

Association, In order to provide for the preservation of the values, amenities, attractiveness and desirability of the real property to be known as "The Arbors of Wedgewood", as more particularly 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, conditions and restrictions, hereby declares the real property described In Article III hereof shall hereinafter be held, used, transferred, sold and conveyed subject to the covenants, conditions and restrictions set forth herein.

**ARTICLE II. DEFINITIONS**

"Association" means The Arbors of Wedgewood Homeowners Association, Inc., a Mississippi nonprofit corporation.

"Board" means the Board of Directors of the Association.

"Building Site" shall mean those proposed lots which have been designated by Developer as future phases of The Arbors of Wedgewood Subdivision. Those future phases adjoin the Properties and are presently under the ownership and control of Developer.

"Bylaws" means the Bylaws of the Association.

"Committee" means the Architectural Control Committee.

"Common Area" means any land, easements or facilities which the Association owns and/or maintains specifically including but not limited to entrances, fences, lighting, irrigation and street signs; these areas will be specifically listed on the plat.

"Declaration" means this Declaration of Covenants, Conditions and Restrictions as the same may be supplemented or amended from time to time.

"Improvement" means all buildings, outbuildings, sheds, driveways, parking areas, fences, swimming pods, tennis courts, lights and utility poles and lines and any other structure of any type or kind.

"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.

"Lot" means the separately numbered parcel of land in the Properties upon which a residence may be constructed.

"Member" means any member of the Association.

"Owner" means any person or legal entity, excluding Declarant, 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.

"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 The Arbors of Wedgewood Subdivision, Phase 1, situated in Section 35, Township 1 South, Range7 West, DeSoto County, Mississippi as recorded in Plat Book 90 Page 10; The Arbors of Wedgewood Subdivision, Phase 2, Section A, situated in Section 35, Township 1 South, Range7 West, DeSoto County, Mississippi as recorded in Plat Book 93 Page 3; The Arbors of Wedgewood Subdivision, Phase 2, Section B, situated in Section 35, Township 1 South, Range7 West, DeSoto County, Mississippi as recorded in Plat Book 96 Page 24; The Arbors of Wedgewood Subdivision, Phase 3, Section A, situated in Section 35, Township 1 South, Range7 West, DeSoto County, Mississippi as recorded in Plat Book 93 Page 4; The Arbors of Wedgewood Subdivision, Phase 3, Section B, situated in Section 35, Township 1 South,

Range7 West, DeSoto County, Mississippi as recorded in Plat Book 96 Page 25; and The Arbors of Wedgewood Subdivision, Phase 3, Section C, situated in Section 35, Township 1 South, Range7 West, DeSoto County, Mississippi as recorded in Plat Book 99 Page 35 and 36 in the office of the Chancery Clerk of DeSoto County Mississippi.

Real property is further meant to contain, but not limited to streets, common area and lots.

**ARTICLE IV. THE ARBORS OF WEDGEWOOD HOMEOWNERS ASSOCIATION, INC.**

Section 1. General. The Association was formed for the efficient preservation of the values and amenities in The Arbors of Wedgewood Subdivision and which is delegated and assigned the powers of maintaining and administering the entrance and signs; administering and enforcing the covenants, conditions, and restrictions; collecting and disbursing the assessments and charges hereinafter established; and for the purpose of promoting the common interest of owners to The Arbors of Wedgewood. Pursuant thereto, is incorporated under the laws of the State of Mississippi, as a nonprofit corporation, The Arbors of Wedgewood Homeowner's Association, Inc. for that 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 shall include, but not limited to, maintenance of the entrance, maintenance of the right of way between the fence and Pleasant Hill Road, payment of any utility fees associated with the operation and upkeep of the entrance, and easements. The Association may engage in any other activity or assume any responsibilities that may be considered as promoting the common interest of residents.

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 3. Voting Rights. The Association shall have one class of voting membership:

Class A. Shall be all those owners as defined in section 2. Class A members shall be entitled to one vote for each lot owned. 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 canceled in writing and delivered to the Association.

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

**ARTICLE V. ASSESSMENTS**

Section 1. Creation of Lien and Owner's Obligation. Each Owner by the acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association annual assessments and special assessments to be fixed, established and collected from time to time as herein provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof as herein provided, shall also be the personal obligation of the person who is the record

owner of such lot at the time when the assessment becomes due.

Section 2. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety and welfare of the residents of The Arbors of Wedgewood, and in particular for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the enjoyment of the residents and to rectify any violation of this instrument including but not limited to, repair, replacement, additions thereto, maintenance, and for the cost of labor, equipment, equipment rental, materials, management and supervision thereof. Furthermore, the assessments can be used for the collection and enforcement of the covenants, conditions and restrictions created by this instrument.

Section 3. Bond Requirement. The person or persons placed in charge of the financial transactions of the Association shall be required to be bonded in such a manner as to protect the interests of the Association. The cost of said bond(s) shall be paid by the Association

Section 4. Annual Assessments. The annual assessment shall be a minimum of \$60.00 per lot. The first annual assessment shall be made on January 1, 2005 and on the same date of each and every subsequent year. Upon the initial conveyance of a lot by Declarant after the first assessment date, the annual assessment for that lot shall become due and payable in full, without proration, regardless of the month of the conveyance. 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 \$160.00 per year per lot unless the same is approved by the members in accordance with Section 5 below.

Sections 5. Change in Maximum Annual Assessment The Association may change the maximum amount of the annual assessment fixed by Section 4 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 fifteen (15) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

Section 6. Special Assessments. In addition to the annual assessments authorized by section 5 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 entrance, fencing, including necessary fixtures and personal property relating thereto, and any extraordinary expense of operation or maintenance, provided that any such assessment shall have the assent of two-third (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 7. Quorum. The quorum required for any action authorized by Section 5 and 6 above shall be as follows:

At the first meeting called, as provided in Sections 5 and 6 hereof, the 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 the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5 and 6 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 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, thereupon becoming 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 within thirty (30) days after the delinquency date, 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 reasonable attorney fees and court cost.

Section 9. 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. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure 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; or (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 institutes as the Board shall thereafter approve in writing which has acquired a first mortgage upon a lot; or 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 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 Control Committee.

All approval or disapprovals, either complete and final, conditional, or qualified, shall be in writing and signed by an architectural committee representative.

Section 2. Successors. The Board shall appoint successor Architectural Control Committee members as required to maintain a minimum committee size of at least three members.

Section 3. Purpose. No improvement or alteration addition thereto, of any kind other than exterior alteration not affecting 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 4. Approval procedures. Any approval requested of the committee shall be in writing with a return mailing address and shall be submitted to the committee at the principal office 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. Notice of denial by the committee shall be deemed complete upon depositing notification of denial in the US Mail, first class postage prepaid.

Section 5. Administration. The committee shall have the power to adopt rules and established 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 ensure a quality development, and to ensure preservation of the aesthetic qualities of the property. The written request and submittal of plans and specifications required pursuant to section 4 here off shall include, but not be limited to a specific site plan; floor plan with elevations, accessory structures, landscaping plan and a comprehensive color scheme designating the precise color of all exterior surfaces and exterior materials is to be used. The committee may disapprove a plan based upon its objective standard for lack of artistic style or aesthetic quality. For example, the committee may disapprove a plan because it is two square or quote boxlike", 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 approve a color scheme on the grounds that it is not in conformance with the ascetic character of the development. The committee shall disapprove any aluminum windows, doors, or similar structures using aluminum, except anodized aluminum. No pipes, wires, or other appurtenances underneath or joining a structure shall be exposed, but shall be in taste or Howells as part of the overall construction project.

#### ARTICLE VII. GENERAL STANDARDS

1. All numbered lots are to be used for residential use only and are not to be re-subdivided into other lots. Nothing shall preclude the construction of one residence on two adjoining lots.
2. An unattached accessory building not for living purposes may be erected in the rear yard as long as it meets the applicable building codes. Such access rebuilding shall be located or erected to the rear of the main residence. Accessory buildings larger than 10 x 12 shall be constructed in the same manner as the homes including but not limited to: type of foundation, shingles, brick, and paint. Colors of all accessory buildings, regardless of size, shall match the colors of the home. In no case will metal buildings were metal roofs be allowed. No outbuildings larger than 24 x 30 will be allowed.
3. The total minimum heated floor area of a single story residence, exclusive of open porches or garages shall be eighteen hundred (1800) square feet. The total minimum heated floor area of a multi-store residence, exclusive of open porches or garages shall be twenty-two hundred (2200) square feet with a minimum of sixteen hundred (1600) square feet on the ground floor. The total minimum heated floor area of a single story residence on lots 1, 2, 3, 4, 12, 16, 49, 50 and 121, exclusive of open porches or garages shall be twenty-four hundred (2400) square feet. The total minimum heated floor area of a multi-

story residence lots one, two, three, four, 12, 16, 49, 50 and 121, exclusive of open porches or garages shall be used to (2800) square feet with a minimum of twenty-two hundred (2200) square feet on the ground floor. Elevations of the home and a plot plan including the home, driveways, walks and any access rebuilding the submitted to the committee prior to the commencement of any construction activity for the approval of the committee, as specified herein. A landscape package and a plot plan showing the location of the driveway must be included with the plans for approval will be given. The landscape package must be equal to that of the FHA requirements. All houses shall have a minimum of a two car garage, no carports while. All garages must open from the side of the house. All overhead doors and any outbuilding shall not face the street unless the main residence is a corner lot and the placement of the overhead door away from the street would pose an undue hardship and expense from the owner. Homes on the lots adjoining Pleasant Hill Road shall orient the garages to load from the direction such that it does not open towards Pleasant Hill Road. No access shall be allowed from any lot directly to Pleasant Hill Road. All houses are to be eighty (80) percent brick veneer, minimum. Painted brick houses are allowable. The roof pitch of less than 8/12 on the main roof areas of the house is not allowed. This does not apply to porches. Driveways, sidewalks, and porches must be washed aggregate concrete. No underground houses will be allowed. All homes must have a traditional front elevation.

4. The construction of any house subdivision shall be required to be completed within eighteen (18) months from the date the construction begins. No signs will be permitted in the properties, except a five (5) square feet "for sale" sign. Each lot shall be kept neat and in an orderly manner at all times. No propane tanks allowed, except for those used with barbecue grills and other such uses.
5. No animals, livestock, or poultry of any kind shall be raised, bred or kept in any lot, except that dogs, cats and any other domestic pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. The maximum allowable domestic pets per lot is two. No horses allowed.
6. No noxious or offensive trade or activity shall be carried on upon any lot in the subdivision nor shall anything be done there on which may be or become an annoyance or a nuisance the neighborhood. No trailer, tent, basement, shack, garage, barn or any structure of a temporary nature is to be used as a residence at any time nor shall any type of shell house be built one in your lot nor shall any house permitted that has been moved from another location.
7. Any type of permanent fencing erected on the lots must be approved by the committee. The committee will approve or disapprove the fence within ten (10) days after the fence is submitted or the failing to act on the plan will be waived the right of the committee to object to the fence construction. Regardless of any act which constitutes a waiver of this provision offense shall be erected on any lot other than brick, wooden or wrought iron fence. Specifically, chain link fences are prohibited. No fence may be erected on any

portion of any lot between the front of the residence in the street and between the side of the residence and the street on the corner lots. No fences shall exceed six (6) feet in height

8. Any vegetable garden must be planted to the rear of any main residence. Only landscape items such as trees, flowers, shrubs and plants and materials used in conjunction therewith are allowed in front of the main residence.
9. All passenger vehicles shall be parked either on the driveway or in the garage. No passenger vehicle may be routinely parked on any non-concrete portion of any lot. No motor vehicle or any other vehicle, including, but not limited to: a boat, motor, boat trailer, lawnmower, tractor or other similar vehicle may be stored on any lot for the purpose of repair of same, and no A-frame or motor mount may be placed on any lot. No disabled automobile or other vehicle may be stored on any lot or in the street.
10. No vehicle including, but not limited to: recreational vehicle, utility trailer, camping trailer, motor home, boat or any accessory trailer can be parked or stored on a lot unless same is in an enclosed garage, barn or other outbuilding with access to the street provided by a washed aggregate concrete driveway. No over the road tractors and/or tractor/trailers can be parked on any lot or on the street, and no trailer without a tractor can be parked on any lot or on the street.
11. No structure of any kind, including, but not limited to: television antenna, radio antenna or ham radio antenna can be erected on any lot or structure which extends more than 25 (25) feet above ridgeline of the roof of any health structure. No lot shall be used or maintained as a dumping ground for trash or rubbish. Garbage or other waste shall be kept in sanitary containers, must be located to the rear of the main residence in a location that will not be offensive to others. All types of antenna or television dish shall be located to the rear of the main structure on the lot.
12. There shall be a ten foot wide easement for the fence along Pleasant Hill Road shall be tied to the entrance signs. Said easement shall be for the Association to maintain said fence.
13. The property herein is subject to an annual and/or special assessment by the Arbors of Wedgwood subdivision homeowners Association pursuant to the terms as specified in article V herein. A lien may be placed on the property by the Association and other legal remedies may be instituted for such unpaid assessments for enforcement of lien
14. No fence will be allowed which restrict the designed overland flow of storm water or other drainage infrastructure.
15. All mailboxes shall be of uniform design and color from a single manufacturer specified by the committee.



16. Architectural shingles shall be required on each structure.
17. A gaslight, the style and manufacturer specified by the committee, shall be required in the yard of residence.
18. Each yard shall be solid sodded with Solid Block Sod's Zoysia, Centipede, Common Bermuda, or Hybrid Bermuda from the back of curb to the rear corners of the house. The rear yard will be, at a minimum, seeded.

#### **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 signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one side of not more than 5 square feet advertisement property for sale or rent, or customary signs used by a builder or developer to advertise the property during the construction and sale.

Section 3. Livestock and Pets. Dogs must be kept the leash, be fenced in 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 shall anything be done there on which may be or may become an annoyance or nuisance to the 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 parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles, trucks or trailers.

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, were shall be stored at the rear of the home. However, nowhere on the property shall this provision be construed to permit junked cars, old appliances, or the like from being kept anywhere on the property, including in the front, on the side, or to the rear of the property. Any personal property, if it is stored of a lot, is to be stored in a completely enclosed structure approved by the committee. Among other remedies, and after thirty (30) days notice to the owner, the Association may, 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 "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.

Section 7. Drying areas. No clothes lines or outdoor laundry shall be permitted.

Section 8. Use of fill. No owner or person acting for an owner shall bring any fill materials onto a lot without the prior written approval of the Committee, for 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 the Arbors of Wedgewood.

Section 9. Rental property. Any new home constructed after August 1, 2015 or effective as of the date of the recording of this instrument, shall be owner occupied and shall not be leased/rented by any builder, investor, or any individual owner without the approval of the Arbors of Wedgewood HOA Board of Directors.

#### ARTICLE IX. COMMON AREAS

Section 1. Members' Easements of Enjoyment. Subject to the provisions of subsection 3 herein, every member shall have the 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.

Section 2. Extent of member's easements. The rights and easements of enjoyment created here by shall be subject to the following:

(a) 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 30 (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 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) o the votes irrespective of class of membership has been recorded, agreeing to maintain so as to prevent erosion.

#### ARTICLE X. EXTERIOR MAINTENANCE

Section 1. Structures. 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 and attractive manner. The committee shall be the judge as to whether the structures are safe, clean, orderly and appearance and maintained an attractive manner. The committee shall be the judge as to whether the structures are safe, clean, orderly appearance, and properly painted or preserved, and where the committee notifies the particular owner in writing that said structure fails to meet acceptable standards, set owner shall thereupon remedy such condition within 90 (90) days to the satisfaction of the committee and that failing to remedy such condition, the owner of tenants hereby covenant and agree 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 action shall be at the sole expense of the owner.

Section 2. Vacant Lots and Lawns. The committee will have the authority to perform maintenance to a vacant lot and/or lawns which may include the modeling of grass and weeds, the trimming of treason shrubs, and the removal of trash and litter if owner fails to remedy such conditions of a lot within fifteen (15) days of written notice. All such maintenance and actions to be at the sole expense of the owner.

Section 3. Common Area Maintenance. The Association shall maintain all common areas within the Arbors of Wedgewood, including the entrance and fence, maintenance of the right of way between the fence and Pleasant Hill Road, payment of any utility fees associated with the operation and upkeep of the entrance, easements, drainage areas and green areas.

#### **ARTICLE XI. UTILITY EASEMENTS**

Tailwind Development, LLC, reserves unto itself, it is successors and assigns and the City of Olive Branch, a perpetual easement and right on, over and under the common areas and such lot to direct maintain and use pipes, wires, cables, conduits, sewers, water mains and other suitable equipment, for the conveyance the use of electricity telephone equipment, immunity 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 the utility line purposes, provided, however, that no such easements shall be applicable to any portion of such lot, parcel or attack, 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 correction 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 save utility installation and to maintain reasonable standards of health, safety and appearance.

In the event such operation in any way harms the grounds or improvements, the utility operator shall cause sudden grounds and/or improvements to be reinstalled to the same appearance and structure as were before said operation.

In the event such operations in any way harm the grounds or improvements, the utility operator shall cause sudden grounds and/or improvements to be reasonably reinstalled to the same general appearance and structure as were before said operation. Where such operations are conducted by the City, the determination of prior status of the appearance and structure of the grounds and/or improvements in the sufficiency and reasonableness of any repairs shall be made solely by the City.

#### **ARTICLE XII. ENFORCEMENT**

All covenants contained in this declaration concerning the collection of assessments may be enforced only by the Association by action of law or in equity to enforce the personal obligation of an owner for the payments of the link with assessments or foreclosure of the Lane against the lot; provided, however that any such action 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, 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 of 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 the Association for the failure to enforce the terms of this declaration.

#### **ARTICLE XIII. TAILWIND DEVELOPMENT, LLC'S DEVELOPMENTAL RIGHTS**

Nothing contained in this Declaration shall be interpreted or construed to prevent Tailwind Development, LLC, its transferees, or its contractors or subcontractors from doing or performing on all or any part of any present or future phase of the Arbors of Wedgwood actually owned or controlled by Tailwind Development, LLC, or its transferees upon the common areas, whatever it determines 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 the Tailwind Development, LLC's business of completing in establishing the property as a residential community and disposing of the same and 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 sale, lease, or transfer of the lots;
- (d) provided, however, that operations being conducted under subparagraph (a), (b), and (c) immediately above shall be permitted upon only those parts of the Arbors of Wedgwood owned or controlled by the party causing or conducting set operations. As used in this section the term "its transferees" specifically does not include purchasers of lots improved as completed residences.

#### **ARTICLE XIV. AMENDMENTS**

Section 1. By Owners. Except as provided in Section 2 of this paragraph, this Declaration may be amended (i) by the consent of the owners of two-thirds (2/3) of the entire development together with (ii) the approval or ratification of the majority of the Board and (iii) approval of any proposed amendments by the City of Olive Branch. 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 Association.

Section 2. Scrivener's Errors and Nonmaterial Changes. Amendment for correction of scrivener's error or other nonmaterial changes may be made by the Board thereafter and without the need of consent of the owners.

Section 3. 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 Tailwind Development, LLC, or of any Institutional Mortgagee under this Declaration without the specific written approval of the Tailwind Development, LLC, 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 effected consent to such amendments in writing or unless such amendment is adopted in accordance with the procedures of Section 1 required for adoption of an amendment to the Declaration.

Section 4. Effective Date of Amendments. Any amendment to this Declaration shall become effective upon a Certificate of Amendment to the Declaration setting forth the amendment or modification being recorded in the Public Records of DeSoto County, Mississippi.

#### **ARTICLE XV. DURATION OF COVENANTS AND RESTRICTIONS**

The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of owners and the Association, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) 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, and subject to the approval of said change by the City of Olive Branch.

#### **ARTICLE XVI. MISCELLANEOUS**

Section 1. Severability. In the event any of the provisions 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 and scope permitted by law. Further, the invalidation of any of the covenants or restriction or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way effect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

Section 2. Notices. Any notice required to be sent to any member or owner, under the provisions 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 of such mailing.

Section 3. Interpretation of Declaration. The Board shall have the right and the responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith. All such

interpretations shall be binding on the owners.

Section 4. Captions Headings and Titles. Article and paragraph captions, headings and title inserted throughout this Declaration are intended 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 hereunder nor the terms and provisions of this Declaration.

Sections 5. 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 nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

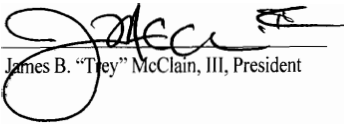
Section 6. Attorney's Fees. Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

Section 7. HUD/VA Approval. Annexation of additional properties, dedication of common area and amendment of this operation of covenant, conditions and restrictions require HUD/VA prior approval as long as there is a Class B membership.

Section 8. Contractor. Must keep lot clean during construction.

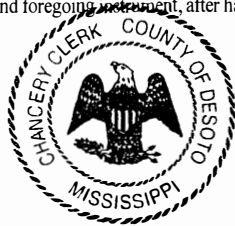
SO DECLARED the day and date first written above.

ARBORS OF WEDGEWOOD BOARD OF DIRECTORS

BY:   
James B. "Trey" McClain, III, President

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of August, 2015, within my jurisdiction, the within named James B. "Trey" McClain, III, who acknowledged that he is President of the Arbors of Wedgewood Board of Directors, and that for and on behalf of said Board of Directors, and as its act and deed, he executed the above and foregoing instrument, after having been duly authorized so to do.



W. Davis Chancery, Clerk  
Notary Public  
By Chancery, DC

My commission expires:  
My Commission Expires  
January 4, 2016