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INST # 864621 MADISON COUNTY MS.
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State of Mississippi
County of Madison

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THORNBERRY**

INDEXING INSTRUCTIONS:

Lots 1-34; 110 - 122; 320 - 365; Thornberry Phase I
Plat Cabinet F, Slides 123B, 124A and 124B, as ratified in Book 3718 at page 574,
Also being, Southeast ¼ of Section 14 and Northeast ¼ of Section 23, T8N, R1E
Madison County, Mississippi

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THORNBERRY**

THIS DECLARATION is made this 24th day of May, 2019, by **THORNBERRY DEVELOPMENT, LLC**, a Mississippi limited liability company, (hereinafter referred to as “Declarant”):

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in Madison County, Mississippi, more particularly described on Exhibit “A” attached hereto, and desires to create and develop thereon a residential community with designated common areas and with common facilities, for the benefit of the community; hereinafter referred to as the “Property”; and

WHEREAS, Declarant desires to provide for the preservation of the values in said community and for the maintenance of certain areas as may be designated by the Declarant and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the primary purposes of these covenants and the foremost consideration in the origin of same has been the creation of a residential community which is aesthetically pleasing and functionally convenient. Declarant has deemed it desirable for the efficient preservation of the values in said community, to provide for an entity to which would be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

NOTWITHSTANDING any of the following, all items specified herein are subject to applicable federal, state and city laws, ordinances and regulations, and where there is any provision in conflict with the requirements of any public entity having regulatory jurisdiction, the stricter regulation will control.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as “Covenants and Restrictions”) hereinafter set forth.

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) “Additional Property” shall mean the real property that Declarant may elect to include under these Covenants and Restrictions from time to time.

(b) “Assessment” shall mean an Owner’s share of the common expenses from time to time assessed such Property Owner by the Association. Assessment or Assessments refer to annual, replacement or special assessment or any combination thereof.

(c) “Association” shall mean and refer to Thornberry Property Owners Association, Inc., a non-profit corporation, incorporated under the laws of the State of Mississippi for the purpose of affecting the intents and objectives herein set forth, its successors and assigns.

(d) “Board of Directors” or the “Board” shall mean and refer to the Board of Directors of the Association.

(e) “Builder” shall mean any person or entity that builds residential dwellings for a living and has a valid contractor’s license issued by the State of Mississippi.

(f) “Bylaws” shall mean the bylaws of the Association as they exist from time to time.

(g) “Common Area” shall mean all real property (including the improvements thereon) which is owned by or otherwise made available to the Association for the common use, benefit and enjoyment of the Members. The initial Common Area is that portion of the Property shown and designated on any Plat of Thornberry Phase One as Common Area. The Common Area shall also include any portion of the Additional Property so designated when and if such Additional Property is annexed to the Property pursuant to Article XIII.

(h) “Common Facilities” shall mean all buildings and improvements constructed on any portion of the Common Area for the common use, benefit and enjoyment of the Members.

(i) "Declarant" shall mean and refer to Thornberry Development, LLC, its successors and assigns.

(j) "Declaration" shall mean this instrument as it is from time to time amended.

(k) "Developers" shall mean each person who is a successor in title to any portion of the Property or a Lot from the Declarant and is engaged in the business of the development, improvement and sale of any Lot including the construction and sale of a Dwelling and related improvements on any Lot.

(l) "Dwelling" shall mean a single family residential detached house or a town house or a garden or patio house.

(m) "Eligible Mortgage Holder" shall mean those holders of a first mortgage on a Lot who have requested, in writing, the association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders or of any assessment or installment thereof, which shall become and remain delinquent for a period in excess of sixty (60) days.

(n) "Green Space" shall mean certain portions of Common Area which are designated to be maintained in its natural condition so that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence at Thornberry be maintained and enhanced. Such areas are designated as such on the Plat.

(o) "Invitees" shall mean an Owner's tenants, guests, employees or other guests or invitees.

(p) "Limited Common Area" shall mean and include the exclusive use of that portion or portions of the Common Area, if any, reserved for and granted to a specific lot and its respective owner, as provided in Article II, Section 4 hereof to the exclusion of the other lots and the respective owners thereof.

(q) "Lot" shall mean and refer to any plot or tract of land shown upon the recorded subdivision map or plat of the Property, exclusive of the Common Area, which is designated as a lot therein and which is or may be improved with a residential dwelling.

(r) "Member" shall mean and refer to each Owner as provided herein in Article III.

(s) "Mortgagee" shall mean a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, corporation, recognized institutional

type lender or its loan correspondent, agency of the United States government or individuals, which owns or which is the holder of a Recorded First Mortgage.

(t) “Owner” or “Property Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee or undivided fee interest in any Lot which is part of the Property, including contract sellers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation.

(u) “Person” shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, including Declarant.

(v) “Plat” shall mean any of the subdivision plats of Thornberry, which are filed for record in the office of the Chancery Clerk of Madison County, Mississippi. The Plat (collectively or individually) may be amended or supplemented, and includes any additional subdivision plat filed for record when and if all or any portion of the Additional Property is annexed to the Property pursuant to Article XIII.

(w) “Property” or “Properties” shall mean and refer to that certain real property above described which is subject to this Declaration and all real property hereafter annexed pursuant to Article XIII.

(x) “Recorded First Mortgage” shall be deemed to mean a mortgage or deed of trust, properly recorded in the office of the Chancery Clerk of the Madison County, Mississippi or other public office designated by the statutes and laws of the State of Mississippi for the recording of mortgages in Madison County, Mississippi, the lien of which is prior, paramount, and superior to the lien of all other mortgages and deeds of trust.

(y) “Thornberry” or “Subdivision” shall be used interchangeably, referring to Thornberry Subdivision.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner’s Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area and Common Facilities which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, acting by and through its Board of Directors, to levy

reasonable admission and other fees for the use of any Common Facilities (including streets, roads and parking areas) situated upon the Property by the Members and their families, tenants and guests; provided, however, that any such fees shall be charged on a uniform basis for each Member; and

(b) the right of the Association, acting by and through its Board of Directors, to suspend any Member's voting rights and any Member's rights to use the Common Areas and Common Facilities (except rights to use streets, roadways and parking areas, which latter rights shall not be subject to suspension for any reason) for any period during which any assessment remains unpaid and for any period not exceeding sixty (60) days for each infraction of any of the published rules and regulations of the Association; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area except for streets which may be dedicated pursuant to Section 1(k) of this Article II to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless sixty-seven percent (67%) of each class of the then Members of the Association consent to such dedication, transfer, purpose and conditions, at a special meeting of the Members duly called for such purpose or an instrument agreeing to such dedication or transfer signed by sixty-seven percent (67%) of each class of Members has been recorded.

(d) the right of the Association, in accordance with its Charter of Incorporation and By-Laws, to borrow money for the purpose of improving the common Areas and Common Facilities in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage any of the Common Areas and Common Facilities, provided, however, that no such borrowing shall be done and no such mortgage shall be executed unless and until same has been approved by the vote of at least sixty-seven percent (67%) of each Class; and

(e) the right of the Association, acting by and through its Board of Directors, to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure; provided, however, that any such steps are in conformity with the other provisions of this Declaration; and

(f) the right of the Association, acting by and through its Board of Directors, to adopt reasonable rules respecting use of the Common Areas and Common Facilities or reasonably limit

the number of guests of Members who may use any facilities on the Property; and

(g) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Developers or any other person, provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas and Common Facilities; and

(h) the right of the Association, acting by and through its Board of Directors, to open the Common Areas and Common Facilities, or any portions thereof, to a wider group of persons, all for such purposes and on such basis as the Board of Directors may from time to time consider appropriate; and

(i) the rights of the Owners of Lots to perpetual easements over and upon any of the Common Areas and Common Facilities for such portions of their dwellings that may overhang or otherwise encroach upon any of the Common Areas or Common Facilities, for support, for the purpose of necessary repairs and maintenance, for maintenance of reasonable appurtenances to the dwellings, and for reasonable ingress and egress to and from any dwelling through and over the Common Areas and Common Facilities; and

(j) the right of each Member to use the streets, roadways, and vehicular parking areas situated upon the Common Areas and Common Facilities; provided, however, that each Member shall comply in all respects with all supplementary rules and regulations which are not inconsistent with the provisions of this Declaration and which the Board of Directors of the Association may from time to time adopt and promulgate with respect to parking and traffic control upon the Common Areas and Common Facilities.

(k) the right of both Declarant and the Association, acting by and through its Board of Directors, to dedicate or grant to the Madison County or such other governmental authority having jurisdiction over the Property, the streets and rights-of-way as shown on the recorded plat of Thornberry and all additions thereto as annexed pursuant to the provisions of this Declaration. The dedication to the Madison County must be approved by the Declarant for it to be effective. In the event that said streets and rights-of-way have not been dedicated to the Madison County or the

governmental authority having jurisdiction over the property, the Association shall have the right to dedicate said streets and rights-of-way to such governmental authority at such time that such authority will accept the dedication thereof and agree to maintain the streets and right-of-ways as public streets.

Section 2. Rights Not Subject to Suspension. Notwithstanding anything in this Declaration to the contrary, the Association shall have no authority to suspend, either temporarily or permanently, any of the rights specified in sub-paragraphs (i) and (j) of Section 1. of this Article II for any reason whatsoever.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family who reside permanently with him, his tenants, or contract purchasers who reside on the Property and guests, all subject to such reasonable rules and regulations as the Board of Directors of the Association may adopt and uniformly apply and enforce.

Section 4. Limited Common Area. Ownership of certain lots shall entitle the Owners or Owner thereof to permanent exclusive use of certain portions of the Common Area designated on the Plat as Limited Common Area. The assignment of the Limited Common Area to a Lot shall be included in the supplement annexing said subdivision to the Declaration. Owners may not claim a right to use the Limited Common Area assigned to other owners by virtue of the general easements or property rights granted in Article II hereof.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The Members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation or payment of a debt.

(b) The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Members with the exception of the Declarant

and its nominee or nominees, if any. Class A Members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant and its nominee or nominees, if any. The Class B Member shall always have the same number of votes as there are Class A Members plus one (1). The Class B membership shall cease when Declarant has sold all of Declarant's lots in Thornberry Subdivision.

Section 2. Voting Rights. The voting rights of the Members shall be as follows, to-wit:

(a) Class A Members. Each person, other than the Declarant, who is or who hereafter becomes the Owner of a Lot shall be a Class A Member of the Association. Class A Members shall be entitled to one vote for each Lot owned.

(b) Class B Members. The Declarant and its nominee or nominees, if any, shall be the Class B Member of the Association. The Class B Member shall be entitled to the number of votes equal to the total Class A Members plus one (1).

Section 3. Memberships Appurtenant to Real Property. In every case, the membership of both Class A and Class B Members shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant.

Section 4. Termination and Reinstatement of Class B Members. If on any one or more occasions all the Class B membership should terminate, and if after any such termination the Declarant, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Declarant as the Class B Member shall be fully reinstated, and following each such occasion the Declarant, or the nominee or nominees, if any, of the Declarant, shall continue to be the Class B Member until such time as the Declarant has sold all lots in the annexed area. At such time, the Class B membership resulting from such addition shall cease. Following each such

reinstatement of the Class B membership, and for so long thereafter as the Class B membership shall continue to exist, the Declarant, and the nominee or nominees, if any, of the Declarant, shall have all rights and powers of Class B membership, as herein prescribed.

Section 5. Other Voting Provisions. If the fee title to a particular Lot is owned of record by more than one person or entity, then the vote appurtenant to such Lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said Lot shall not be counted.

ARTICLE IV

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each purchaser of any Lot (an "Owner") by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) annual maintenance assessments or charges for purposes set forth in Article IV, Section 2 and (2) special assessments as set forth in Article IV, Section 4, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties, and in particular for the supervision, maintenance and improvement of the Common Area; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for the management and supervision of the Common Area, including but in no way limited to the following:

- (a) the amount of all operating expenses for operating the Common Areas and

Common Facilities and furnishing the services furnished to or in connection with the Common Areas and Common Facilities, including charges by the Association for any services furnished by it; and

(b) the cost of necessary management and administration of the Common Areas and Common Facilities, including fees paid to any managing agents; and

(c) the amount of all taxes and assessments levied against the Common Areas and Common Facilities; and

(d) the cost of fire extended coverage and liability insurance on the Common Areas and Common Facilities and the cost of such other insurance as the Association may place in force with respect to the Common Areas and Common Facilities; the cost of insurance for the Association and its directors and officers; and

(e) the cost of garbage and trash collection to the extent provided by the Association, and of utilities and other services which may be provided by the Association, whether for the Common Areas and Common Facilities or for the Lots, or both; and

(f) the cost of maintaining, replacing, repairing and landscaping the Common Areas and Common Facilities (including, without limitation, the cost of maintaining, replacing and repairing the sidewalks, streets), other than those accepted by Madison, Mississippi for maintenance, and open areas in the Property, and the cost of such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(g) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacement.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above ten percent (10%) in any year by a vote of sixty-seven percent (67%) of all Members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum assessment permitted under the provisions of this Section 3, Article IV. The first original annual assessment shall not be more than \$ 1,000.00.

Section 4. Special Assessments.

(a) Special Assessments for Capital Improvements. In addition to the annual assessments authorized 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, reconstruction, repair or replacement of capital improvement upon the Common Area, including road repair, fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty-seven percent (67%) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Annual and Special Assessments. Both annual and special capital assessments must be fixed at a uniform rate for all Lots payable as set forth in Section 4 above. Unless sixty-seven percent (67%) of the Members and fifty-one percent (51%) of the Eligible Mortgage Holders have given prior written approval, the Board of Directors of the Association shall not change the pro rata interest or obligations of any Lot (or owner thereof) for the purposes of levying annual and special capital assessments and charges.

Section 7. Date of Commencement of Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots, except Lots owned by Declarant, on the first day of the month following the conveyance of the Lot to the Owner. Assessments on Lots owned by Developers shall commence as provided in Section 16 hereof. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The due dates shall be established by the Board of Directors.

Section 8. Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and

the amount of the assessment against each Lot 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 assessments applicable thereto which shall be kept in the office of the Association.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every owner subject thereto.

(c) The Board of Directors 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. Said 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 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the Lot of the non-paying Owner, which lien shall be binding upon such Lot and the Owner thereof, his heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The obligation of the then existing Owner to pay such assessment, however, shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his Lot.

(b) The Association shall give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within sixty (60) days, if such mortgagee has requested same pursuant to Article XIV, Section 7. of this Declaration.

(c) With regards to any assessment levied pursuant to this ARTICLE IV., a late fee of Twenty Five Dollars (\$25.00) will be assessed against individual lot owners for every thirty (30) days in which said assessment(s) remain unpaid. In other words, for every thirty (30) days in which said assessments remain unpaid after the individual lot owner is provided notice of the

assessment(s), a late fee of \$25.00 will be added to the assessment and shall become a lien on the property in accordance with this ARTICLE IV. (For example, payment of any assessment(s) made after the 30th day will have a late fee of \$25.00; after the 60th day, \$50.00; after the 90th day, \$75.00; after the 120th day, \$100.00; and so forth.) The Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Property subject thereof after giving Notice to the holder of any Recorded First Mortgage as set out in Article XIV. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and attorney's fee to be fixed by the court, together with the costs of the action and/or all costs of foreclosure, including a reasonable attorney's fee.

Section 10. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas and Common Facilities, and shall allocate and pay to such reserve fund whatever amount may be designated from time to time by the Board of Directors. Amounts paid into such fund shall be conclusively deemed to be a common expense of the Association, and all such amounts may be deposited in any banking institution, the accounts of which are guaranteed by the FDIC, or, in the discretion of the Board of Directors, may be invested in obligations of, or obligations fully guaranteed as to principal by, the United States of America. The reserve for replacements is for the purpose of providing funds for replacement of the Common Areas and Common Facilities, for major repairs to any sidewalks, parking areas, streets, boat ramps, clubhouse, water detention facilities, and dams on the Common Area, for equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas and Common Facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of each Member in any such reserves shall be considered an appurtenance to his Lot, and shall not be withdrawn, assigned or transferred separately from or otherwise than as an appurtenance to the Lot to which it appertains, and shall be deemed to be transferred with such Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any Recorded First Mortgage. Sale or transfer

of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became 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.

Section 12. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments, charge and lien created therein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use.
- (b) All areas unplatted or reserved by the Declarant on the recorded plat of the Property.
- (c) The Common Area and Common Facilities.

Section 13. Dwelling and Lawn Maintenance. Generally, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of any Dwelling or its appurtenances or for the maintenance and care of lawn, garden and landscaped areas on any Lot, and the Association shall have the responsibility and duty only for the maintenance, repair and care of the Common Area and Community Facilities. However, the Association may provide the exterior maintenance and repair of Dwellings and their appurtenances and/or the maintenance and care of lawn, garden and landscaped areas of certain Lots pursuant to (i) a determination by the Board of Directors either on its own recommendation or initiative or the recommendation or request of Owners of certain Lots, or (ii) the provisions of a Supplement which annexes all or a portion of the Additional Property to the Property and provides that the Association shall perform such maintenance, repair and care in or on a specified portion of the annexed Additional Property. The cost of such maintenance, repair and care shall be included in the annual maintenance Assessments of such Lots and a charge and a lien upon each such Lot and the Owners of such Lots. In no event shall the Association maintain and care for lawn, garden and landscaped areas in or on any enclosed portion of any Lot which is intended for use only by the occupants of the Dwelling of such Lot.

Section 14. Equitable Adjustments. If a Supplement is filed for record which annexes any portion of the Additional Property to the Property and specifies that a greater or lesser level of use, benefit or enjoyment of the Common Area or Common Facilities or of services shall be

available or provided by the Association with respect to any portion of the annexed Additional Property, then the Supplement may provide a different method or basis for the establishment, determination and calculation of the annual maintenance or special Assessments under Section 3, Section 4 or Section 13 with respect to such annexed Additional Property. In such event, the Association shall have the authority and the duty to make equitable adjustments in and to the procedures described in this Article IV for the establishment, determination and calculation of the annual maintenance and special Assessments to reflect any such different level of use, benefit and enjoyment of the Common Area or Common Facilities or services available or provided by the Association.

Section 15. Assessments Are Not Dues. No portion of the annual maintenance and special Assessments provided in or permitted by this Article IV are intended to be, or shall be construed to be, dues for membership in the Association.

Section 16. Assessment of Developers and Builders. Any Lot owned by a Developer or Builder shall not be subject to Assessment by the Association.

Section 17. Late Fees. With regards to any assessment levied pursuant to this ARTICLE IV., a late fee of Twenty Five Dollars (\$25.00) will be assessed against individual lot owners for every thirty (30) days in which said assessment(s) remain unpaid. In other words, for every thirty (30) days in which said assessments remain unpaid after the individual lot owner is provided notice of the assessment(s), a late fee of \$25.00 will be added to the assessment and shall become a lien on the property in accordance with this ARTICLE IV. (For example, payment of any assessment(s) made after the 30th day will have a late fee of \$25.00; after the 60th day, \$50.00; after the 90th day, \$75.00; after the 120th day, \$100.00; and so forth.)

ARTICLE V

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Powers and Duties. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have power and authority to do all acts and things except those which by law or by the

Declaration or by the Charter or by the Bylaws, as same may be amended from time to time, may be exercised and done only by the Members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) To provide for the care, upkeep and surveillance of the Common Areas and Common Facilities and services in a manner consistent with law and the provisions of the By-Laws and the Declaration; and

(b) To provide for the establishment, assessment, collection, use and expenditure of assessments and carrying charges from the Members, and for the filing and enforcement of liens therefor in a manner consistent with law and the provisions of the By-Laws and the Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and Common Facilities and to provide services on the project in a manner consistent with law and the provisions of the By-Laws and the Declaration; and

(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and Common Facilities, including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and Common Facilities by the Members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and with the provisions of the By-Laws and the Declaration; and

(e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the then current fiscal year; and

(f) To purchase insurance upon the Common Areas and Common Facilities and for the Association and its directors and officers in the manner provided for in the By-Laws and this Declaration; and

(g) To repair, restore or reconstruct all or any part of the Common Areas and Common Facilities after any casualty loss in a manner consistent with law and the provisions of the By-Laws and this Declaration, and to otherwise improve the Common Areas and Common Facilities;

and

(h) To lease and to grant licenses, easements, rights-of-way, and other rights of use in all or any part of the Common Areas and Common Facilities; and

(i) To purchase Lots and to lease, mortgage or convey the same, subject to the provisions of the Bylaws and this Declaration; and

(j) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

Section 2. Leadership of the Board of Directors. The Board of Directors shall be headed by the Chairman, who shall be appointed by the Declarant and who serve at the will, pleasure and discretion of the Declarant until such time as Declarant has no further ownership interest in any Lot in Thornberry. Declarant may appoint himself to serve as the Chairman of the Board of Directors.

Section 3. Number of Directors. The Board of Directors shall initially have at least three (3) members, which includes the Chairman. Until Declarant shall have no further ownership interest in any Lot in Thornberry, Declarant shall be entitled to appoint two-thirds (2/3rds) of the members of the Board of Directors, with the remaining members being appointing by a majority vote of the association's Class A members.

ARTICLE VI

INSURANCE

Section 1. Association Insurance.

(a) The Association shall obtain fire and extended coverage and comprehensive public liability insurance in such limits, form and companies, as the Board shall deem advisable to adequately insure the Common Areas and Common Facilities and protect the Owners from and

against liability in connection with the Common Area. The Association shall also obtain liability insurance for the Board of Directors and officers of the Association.

(b) All costs, charges and premiums for all insurance authorized by the Board as provided herein shall be a common expense of all Owners and a part of the assessment.

Section 2. Owners Insurance.

(a) Each Owner shall keep his residence insured at all times for its full replacement value against losses due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, and smoke, and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to any of these hazards in which the improvements have not been totally destroyed, each Owner shall promptly repair the improvements, if the improvements have been totally or completely destroyed, Owner shall promptly clean the Lot to a condition acceptable to the Architectural Review Committee. Thereafter, Owner may rebuild by following the procedures established by Article VIII hereof. In the event Owner fails to repair the damage or clean the Lot, the Board of Directors, after thirty (30) days written notice may clear the lot and levy a special assessment against the Lot for all costs incurred in cleaning said Lot. Repair or reconstruction of the improvements as used here shall mean restoring the improvements to substantially the same condition which existed prior to the damage.

(b) Each Owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the properties; and for his personal liability not covered by liability insurance for all Owners obtained as a part of the common expense.

ARTICLE VII

AD VALOREM PROPERTY TAXES

Each Owner shall be responsible for and promptly pay ad valorem taxes on his Lot. The Association shall pay the ad valorem taxes on the Common Area and Common Facilities.

ARTICLE VIII**ARCHITECTURAL CONTROL****Section 1. Architectural Review**

(a) No building, fence, wall or other structure shall be commenced, erected, placed, altered or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the proposed plans and specifications showing the nature, kind, shape, height, materials, exterior color or finish, (plot plan showing the proposed location of such building or structure, drives and parking areas), landscape plan, and construction schedule shall have been submitted to and approved in writing by the Architectural Review Committee designated by the Board. No alteration in the exterior appearance of any building or structure shall be made without like approval from the Architectural Review Committee. No propane gas storage tank or related equipment or fixtures may be installed upon any Lot without like approval.

(b) Two (2) copies of all plans and related data shall be furnished to the Architectural Review Committee. One copy shall be retained by the committee and the other copy shall be retained by the Property Owner or builder marked "Approved" or "Disapproved". Approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

(c) No approval of plans and specifications, and no publication of architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The Board or Committee may require payment of a cash fee, as established from time to time by the Board, to partially compensate for the expense of reviewing plans or related data, at the time they are submitted for review. This paragraph shall not apply to any Property utilized by a governmental agency or institution.

(d) Refusal of approval of plans, specifications, or location may be based by the

Architectural Review Committee upon any ground, including purely aesthetic considerations, so long as they are not arbitrary and capricious. Neither the board or the Architectural Review Committee shall be liable to a Property Owner or to any other person on account of any claim, liability or expense suffered or incurred by or threatened against a Property Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Committee or public authorities whether given, granted or withheld.

Section 2. Buildings.

(a) The minimum square feet of living area (heated and cooled area, exclusive of porches and garages) to be contained within the main house or residential structure constructed on any Lot in Thornberry shall be 2500 square feet.

(b) No Dwelling or other building shall be erected on any Lot that violates the plat as filed in the land records of Madison County, Mississippi.

(c) Notwithstanding anything else herein to the contrary, the Architectural Review Committee may approve specific deviations to said setback requirements which it believes to be beneficial to a specific homesite or to adjacent home sites.

Section 3. Topography. The topography of the Property shall not be altered by removal, reduction, excavation, filling or any other means without the prior written approval of the Architectural Review Committee. Written approval will be granted for the minimum amount of earth movement required in plans and specifications approved pursuant to the provisions of the Declaration.

Section 4. Tree Removal. No trees or shrubs of any kind may be removed without the written approval of the Architectural Review Committee. Approval for the removal of trees located within the proposed site for the main dwelling, accessory building or within ten (10) feet of the approved site for such building(s) will be granted unless such removal will substantially decrease the beauty of the Property.

Section 5. Rules and Regulations, etc. The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted to it for approval, and may publish and record such statements of policy, standards, guidelines, and may establish such criteria relative to architectural

styles or details, colors, setbacks, materials or other matters relative to architectural review and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decisions of the Architectural Review Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or any policy, standard or guideline established by the Committee) may appeal the decision of the Architectural Review Committee to the Board of Directors, and upon written request, such members shall be entitled to a hearing before the Board of Directors.

Section 6. Environmental Hazards. (a) To secure the natural beauty of the Property, the Architectural Review Committee may promulgate and amend from time to time rules and regulations which will govern activities which may, in its judgment, be environmental hazards such as the application of fertilizers and pesticides or other chemicals. Failure of any Property Owner or tenant of Property in Thornberry to comply with the requirements of such rules and regulations shall constitute a breach of this Declaration.

(b) The Declarant hereby reserves unto itself, its successors in title, assigns and agents a perpetual and releasable right on, over and under all property in Thornberry for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations. The cost of such action by the Declarant shall be paid by the respective property owner(s) of the property upon which the work is performed.

Section 7. Further Siting Authority. To prevent excessive "run" or drainage from any Lots, the Declarant and the Architectural Review Committee reserves the right to establish a maximum percentage of Property which may be covered by a building, patio, driveway or other structures. In the establishment of such maximum percentage, the Declarant and the Architectural Review Committee shall consider topography, percolation rate of the soil, soil types and conditions, vegetation cover and other relevant environmental factors. Neither this nor any other right reserved herein by the Declarant or the Architectural Review Committee shall be construed however, to be an obligation of either the Declarant or the Association to take any action.

Section 8. Committee Appointment and Operation. Declarant shall appoint an Architectural Review Committee which shall be composed of between one (1) and three (3)

individuals who shall serve at the pleasure of the Declarant. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to adopt or promulgate any rules or regulation or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority-contained in this Article.

ARTICLE IX

COMMON AREAS, COMMON FACILITIES, GREEN SPACE

Section 1. Intent. It is the intention of the Declarant that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence at Thornberry be maintained and enhanced by designation of certain areas of the Common Area as “green space” by this Declaration or Supplement thereto or as designated on the plats of the Property filed by the Declarant for record with the Chancery Clerk of Madison County.

Section 2. Wildlife. Pursuant to the aforesaid overall objectives of wildlife conservation, no hunting or trapping shall be permitted on any portion of the property at any time except for undesirable wildlife as authorized and approved by rules and regulations promulgated by the Association from time to time. The Declarant, its successors in title and assigns and/or the Association expressly reserves the right to erect wildlife feeding stations, to plant small patches of cover and food crops for wildlife, to make access trails or paths or boardwalks through green space and Common Area for the purpose of permitted observation and study of wildlife, hiking and riding, to erect small signs throughout the green space designating points of interest and attraction, and to take such other steps as reasonably necessary and proper to further the community use and enjoyment of the green spaces. The Declarant, its successors in title and assigns, and/or the Association, shall have the right, but shall not be obligated, to protect from erosion all green space by planting trees, plants, and shrubs where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Declarant and/or the Association, respectively. The right is likewise reserved to the Declarant and to the Association to take steps necessary to provide and insure adequate drainage ways in the green space and Common Area, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services to be paid by

assessment of the Association in accordance with Article IV of this Declaration.

Section 3. Other regulations. The use of the Common Areas, Common Facilities, and green areas by the property owners, their guests and invitees shall be governed by the applicable rules, regulations and policies as from time to time promulgated by the Association. The Declarant and/or the Association shall not be liable for any matter or claim of any nature whatsoever arising directly or indirectly from the exercise of the right and authority thereby reserved.

ARTICLE X

EASEMENTS

Section 1. Utility Easements. The Declarant, the Association, and each utility providing service to the Property shall have and is granted or reserved non-exclusive easements and rights-of-way in, through, across, on, over and under the portions of the Property which are not improved with Dwellings, buildings or other structures, including full rights of ingress and egress, for the installation, operation, use, maintenance, repair and removal of utilities and drainage facilities and floodway easements located in utility or drainage easements as shown on the recorded plat, which are hereby granted and reserved by Declarant pursuant to this Section 1, and the right to remove any obstruction in any utility or drainage easement which may interfere either with the use of any utility or drainage easement or with the installation, operation, use, maintenance, repair and removal of such utility or drainage facility.

The Declarant shall have non-exclusive easements and rights-of-way in, through, across, on, over and under the portion of the Common Area which is not improved with buildings or structures to store building supplies and materials, install, construct, maintain, reconstruct and repair sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and any related improvements or appurtenances and for all other purposes reasonably related to the completion of construction and the provision of public or private utility services to any portion of the Property. Any and all conveyance documents from the Declarant to the Association with respect to the Common Area and Common Facilities shall be conclusively deemed to incorporate the provisions of this Section 1, whether or not specifically contained in such conveyance documents. At the Declarant's request, the Association shall from time to time execute, acknowledge, and deliver to the Declarant

such documents as the Declarant considers necessary to implement the provisions of this Section 1.

The reservations and rights in this Section 1 expressly include the right to (i) cut any trees, bushes, or shrubbery, (ii) make any gradings of the soil, and (iii) take any other similar action reasonably necessary to provide economical and safe utility and drainage facility installment, repair and maintenance and to maintain reasonable standards of health, safety and appearance.

Section 2. Damage and Ingress and Egress. Any entry by the Declarant, the Association or any utility upon any Lot for the purposes permitted or contemplated by this Article X shall be made with as little inconvenience to the Owner as reasonably practical, and all physical damage to any Lot or improvement on a Lot resulting from or caused by such entry shall be promptly repaired and restored.

Section 3. Maintenance and Support Easements. Where Dwellings are permitted on or in close proximity to the boundaries of a Lot, the Common Area and Common Facilities and each Lot and Dwelling on such Lot shall be subject to irrevocable easements for the benefit of the Association and the Owners of the adjoining Lots and abutting Dwellings for (i) drainage, (ii) the maintenance and unobstructed and uninterrupted use of any and all pipes, ducts, flutes, chutes, conduits, cables and wire outlets and utility lines, (iii) maintenance and lateral support of adjoining and abutting buildings and improvements, (iv) such portions of any building or improvement that may overhang a Lot or any portion of the Common Area and Common Facilities, and (v) the walks and sidewalks serving such adjoining and abutting areas.

ARTICLE XI

USE RESTRICTIONS

The Property shall be subject to the following use restrictions:

Section 1. Use of Lots and Dwellings. Except as permitted by Section 9 and Section 14 hereof, each Lot and dwelling shall be used for single family residential purposes only, and no trade and business of any kind may be carried on therein. The use of a portion of a dwelling as an office by the Declarant or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic, provided that in no event shall any Lot or dwelling be used as a storage area for any building contractor or real estate

developer. Lease or rental of a dwelling for residential purposes shall not be considered to be a violation of this covenant so long as the lease (i) is for not less than the entire dwelling and all the improvements thereon, and (ii) is for a term of at least six (6) months.

Section 2. Exterior Appearances. (a) No chain link fences shall be permitted within the development unless approved by the Architectural Review Committee. Further, no foil, sunscreens, or other reflective materials shall be permitted. All garages shall have doors and all garage doors shall be kept closed. No projections of any type shall be placed or permitted above the roof of any improvement except approved chimneys or vents or other objects as may be approved by the Architectural Review Committee.

(b) Each Property Owner shall provide a screened area to serve as a service yard and an area in which garbage receptacles or similar storage receptacles, electric and gas meters, air conditioning equipment and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. All electrical boxes whether located within the utility easement or not shall be screened. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Architectural Review Committee prior to construction. Garbage receptacles must be of the same color and design, as approved by the Architectural Review Committee.

Section 3. Signs. Except for uniform mail boxes and house numbers approved by the Architectural Review Committee and such signs as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within any windows, on the exterior of any windows located within the development or elsewhere or any portion of the Property by anyone, except with the written approval of the Declarant. Notwithstanding the foregoing, the restrictions of this Section 3 shall not apply to Declarant, his agents or assigns, so long as Declarant shall own any of the Lots. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration.

Section 4. Other Building and Vehicles. No tent, trailer, barn or other similar outbuilding or structure shall be placed on any Lot or on any other area at any time, either temporarily or permanently without prior approval of the Architectural Review Committee. No mobile home shall be placed on any Lot or any other area at any time, either temporarily or

permanently. Each Owner shall provide for parking for at least two automobiles for each Lot owned. All automobiles owned or used by Owners or occupancies other than temporary guest and visitors, shall, as far as possible, be parked in enclosures which screen the automobile from street view. The Board of Directors shall have authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot, Dwelling or within any portion of the Common Areas,(other than area provided therefore within the Common Areas, if any) of motor homes, tractors, trucks, (other than pickup trucks) commercial vehicles of any type, campers, motorized campers or trailers, boats or other water craft, boat trailers, ATV's motorcycles, motorized bicycles, motorized go-carts, or any other related forms of transportation devices. Furthermore, although not expressly prohibited hereby, the Board of Directors may at any time prohibit motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts and other similar vehicles, or any of them from being kept, placed, stored, maintained, or operated upon any portion of the Property. No Owners or other occupants of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot, Dwelling, or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Declarant hereby reserves the right (without any obligation to do so) to designate within the additional Property a parking area for boat trailers, motor homes or similar vehicle.

Section 5. Unsightly conditions and nuisances. It shall be the responsibility of each Property Owner to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds on the Property which shall tend to substantially decrease the beauty of the community as a whole or as a specific area. No rubbish permitted to accumulate upon any portion of the Property. Nor shall any nuisance or odors be permitted to operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to person using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Lot, Dwelling or any part of the Common Areas, and each Owner, his family, tenants, invitees, guest, servants and agents shall refrain from any act or use of a Lot, Dwelling or the Common Area which would cause disorderly, unsightly or unkempt conditions or which would cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Property or which would result in a cancellation of any insurance from any portion

of the Property or which would be in violation of any law, governmental code or regulation. Without limiting the generality of the foregoing conditions, no exterior speakers, horns, whistles, bells, other sound devices except security and fire alarm devices used exclusively for such purposes shall be located, used, or placed within the Property. Any Owner, or his family, tenants, guest, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Property shall be liable to the Association for the actual cost or removal thereof or the sum of one hundred-fifty and no/100 dollars (\$150.00), whichever is greater, and any sum shall be added to and become a part of that portion of the assessment next becoming due to which the Owner and his Lot are subject.

Section 6. Antennas. No television antenna, satellite dish, radio receiver or similar device shall be attached to or installed on any portion of the Property, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonably interfere with reception or other signals within the Property; provided however, that Declarant and the Association shall not be prohibited from installing equipment necessary for master antenna, security cable television, mobile radio, or other similar systems within the Property and should cable television services be unavailable, and adequate television reception not be otherwise available, then an owner may make written application to the Architectural Review Committee for permission to install a television antenna or satellite dish.

Section 7. Lights. The design and location of landscape lighting fixtures shall be subject to the approval of the Architectural Review Committee. Neither these nor any other illumination devices, including but not limited to Christmas ornaments, shall be located anywhere on the structure or grounds of any Lot in such a manner as to adversely illuminate or affect the nighttime environment of any adjoining Property.

Section 8. Pets. No animals, water fowl, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any Lot, or in the Common Area, except dogs, cats, birds or other household pets, which number shall not exceed two, and which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors. All dogs shall be maintained on a leash or unless kept in a fenced in area of said Lot.

Section 9. Sales and Construction Activities. Notwithstanding any provisions or

restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and his agents, employees, heirs and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement, and sale of Lots and/or dwellings or the development of Lots, dwellings, Common Areas and the additional Property, including, without limitation, the installation and operation of sales and construction trailers, offices, and dwellings as may be approved by the Declarant from time to time, provided that the location of any construction trailers of any assignees of Declarant's rights under this Section 9 shall be subject to Declarant's approval. The right to maintain and carry on such facilities shall contain specifically the right to use dwellings as model residences, and to use any dwellings as office for the sale of Lots and/or dwellings, and for related activities.

Section 10. Time Sharing. No Lots or dwellings shall be sold under any time sharing, time interval, or assumption of right-to-use programs.

Section 11. Trespass. Whenever the Association and/or the Declarant is permitted by the Declaration to repair, clean, preserve, clear out or do any action on any part of the Property, entering any Lot or any portion of the Property and taking such action shall not be deemed a trespass.

Section 12. Subdivided. No Lot shall be subdivided or its boundary lines changed, except with the written consent of the Board of Directors and the Declarant so long as Declarant owns any Lots subject to the Declaration; however, the Declarant hereby expressly reserves unto itself, its successors in title, or assigns the right to replat any Lot or such Lots owned by it, shown on the plat of any subdivision within Thornberry and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of ways and other amenities to conform to the new boundaries of said replatted Lots. The provisions of this Section 12 shall not prohibit the combining of two or more contiguous Lots into one larger Lot or making two Lots out of three or more contiguous Lots, provided that each of the resulting Lots are larger and contain a minimum Lot frontage equal to or greater than their original frontage on the Lot having the least frontage before combining said Lots or portions thereof. Only the exterior boundary lines of the resulting larger lot(s) shall be considered in the interpretation of these covenants.

Section 13. Certain Construction Rights. The Declarant expressly reserves to itself, its

successors in title, and assigns and any other provisions of this Declaration notwithstanding, the right to build bridges, walkways, or expanse across any natural or man-made canals, creeks, or lagoons in the Property. Nothing in this section shall be construed as placing an affirmative obligation to the Declarant to provide or construct any such improvement.

Section 14. Road Construction Rights. The Declarant expressly reserves to itself, its successors in title, and assigns and any other provisions of this Declaration notwithstanding, the right to build a road on and/or across a lot in of Thornberry Subdivision to connect to Additional Property as described in Article XIII. below. Nothing in this section shall be construed as placing an affirmative obligation to the Declarant to provide or construct any such improvement.

Section 15. Certain Controls. (a) To implement effective and adequate erosion controls, the Declarant and/or Association, severally, their successors in title and assigns and agents shall have the right to enter upon any Property before and after a building has been constructed thereon for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices. Provided, however, that prior to exercising its rights to enter upon the properties for the purpose of performing any grading or landscaping work or constructing or maintaining erosion prevention devices, the Declarant or Association as the case may be, shall give the Property Owner the opportunity to take any corrective actions required by giving the property owner notice indicating what type of corrective action is required and that it must be performed within a reasonable period of time. The notice shall specify the immediate corrective action that must be taken by such Property Owner and the time by which such action must be completed. If Property Owner fails to take the corrective action specified, or be late, Declarant or the Association, as the case may be, may then exercise his right to enter in upon the Property in order to take the necessary action. The costs of such erosion prevention measures when performed by the Declarant or the Association, as the case may be, shall be paid by the Property Owner thereof and shall constitute a lien against the Property Owner's Lot until paid.

(b) To implement effective insect, reptile, and fire ant control, and vegetation and trash control, the Declarant or the Association, and their heirs, successors, assigns and agents, have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, removing trash or

dispensing pesticides on all such property which in the opinion of the Declarant or the Architectural Control Committee distracts from the overall beauty, setting and safety of the Property. The cost of this vegetation and trash control shall be kept as low as reasonably possible and shall be paid by the respective Property Owner. Such entry shall not be made until thirty (30) days after such Property Owner has been notified in writing for the need of such work and unless such Property Owner fails to perform the work within said thirty (30) day period.

(c) The provisions of this section shall not be construed as an obligation on the part of the Declarant or the Association to mow, clear, cut or prune any property, to provide garbage or trash removal services to perform any grading or landscaping work, construct or maintain erosion prevention devices, or to provide water pollution control on any privately owned property.

(d) Entrance upon Property pursuant to the provisions of this Section 14 shall not be deemed trespass. The rights reserved unto the Declarant and the Association in this section shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purpose of this Declaration.

ARTICLE XII

RULE MAKING

Section 1. Rules and Regulations. (a) Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, Dwellings, Common Areas and Common Facilities. Particularly and without limitation, the Board of Directors may promulgate from time to time rules and regulations which will govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous, such as the application of fertilizers and pesticides and other chemicals.

(b) Subject to the terms and provisions of this Declaration the Board of Directors may establish rules and regulations, fees and charges from time to time pertaining to use of the recreational area and amenities as are now and hereinafter located in the Common Areas.

ARTICLE XIII**PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. The Property. The Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 2. Phase Development. The Declarant expressly reserves the option, right and privilege (i) to annex other real property owned by it, to the Property (Additional Property), and (ii) by or as a result of such annexation to subject the annexed Additional Property to the provisions of this Declaration and the jurisdiction of the Association. The provisions of this Declaration shall not affect or apply to any portion of the Additional Property unless and until such portion of the Additional Property is annexed to the Property pursuant to the provisions of Section 3 of this Article XIII.

The Declarant shall not have the obligation, but only the option, right and privilege, to develop or annex any portion of the Additional Property. The Declarant expressly does not represent, warrant or guarantee to any Person that any portion of the Additional Property will be developed or will be annexed to the Property. By acceptance of a deed conveying any interest in a Lot, each Owner agrees and represents and warrants to the Declarant and the Association that, in purchasing or otherwise acquiring such interest in the Lot, the Owner has not relied on any proposed, current or future development of any portion of the Additional Property or annexation of any portion of the Additional Property to the Property.

Section 3. Annexation Procedures. To annex Additional Property to the Property as permitted by Section 2 of this Article XIII, the Declarant shall execute and file for record a Supplement which describes the portion of the Additional Property being annexed to the Property. The option, right and privilege of the Declarant to annex any portion of the Additional Property to the Property is subject to the following provisions:

(a) The Declarant's option, right and privilege to annex Additional Property shall terminate and expire on January 1, 2050.

(b) The Declarant may annex any portion of the Additional Property at different times and in any sequence desired by the Declarant without regard to whether or not the portion of the Additional Property being annexed is contiguous or noncontiguous to the Property.

(c) The Supplement shall extend the provisions and scheme of this Declaration

to the Additional Property being annexed, but the Supplement may contain such complementary additions to and modifications of the provisions of this Declaration as the Declarant determines to be appropriate or necessary for the different character or use, if any, of the Additional Property being annexed. Such complementary additions and modifications shall not be generally or substantially inconsistent with the provisions of this Declaration, except as permitted by Section 14 of Article IV to equitable adjustments, and otherwise shall not amend or modify the provisions of this Declaration.

Section 4. Effect of Annexation. Upon the Supplement referred to in Section 3 of this Article XIII being filed for record, the Additional Property described in the Supplement shall be annexed to the Property. Any and all Lots, the Common Area and the Common Facilities, including any Green Space, of or in the annexed Additional Property shall be subject to the provisions and scheme of this Declaration and the jurisdiction, functions, duties, obligations and membership of the Association, including the Charter, the Bylaws and the rules and regulations promulgated or adopted by the Board of Directors. All Owners of Lots shall be granted the rights contained in Article II to the Property as described after such annexation.

Section 5. Additional Property Modifications. At any time or times prior to January 1, 2050, the Declarant shall have the option, right and privilege, but not the obligation, to add to the Additional Property other real property the Declarant now or in the future may own or acquire, within the vicinity of, but expressly without the necessity or requirements of being contiguous to, the Property, if at such time or times the Declarant intends to develop such other real property in a manner consistent, compatible or in conformance with the Declarant's development of the Property.

Section 6. No Consent Required. The Declarant shall not be required to obtain any consent or approval of any Owner or other Person, including any Mortgagee, to annex any Additional Property to the Property as permitted by Section 2 of this Article XIII or to amend the description of the Additional Property to include other real property as permitted by Section 5 of this Article XIII. Each Owner, each Mortgagee and each other Person, including, but not limited to, each grantee, heir or devisee, personal representative, successor and assign of an Owner, Mortgagee or other Person, by acceptance of any deed or other interest in or with respect to any Lot, including a deed of trust, mortgage or similar encumbrance, shall be deemed to have expressly

agreed and consented to (i) each of the provisions of this Article XIII, and (ii) the execution, filing for record and provisions of any Supplement contemplated by this Article XIII.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded in the Office of the Chancery Clerk of Madison County, Canton, Mississippi, after which time said covenants shall be automatically extended for the successive periods of ten (10) years unless an instrument signed by a majority of the Owners has been recorded in the Deed Records, in said Chancery Clerk's Office agreeing to abolish the said Covenants, Conditions and Restrictions in whole or a substantial portion thereof; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

Section 2. Amendments. Notwithstanding Section 1 of this Article, the Covenants, Conditions and Restrictions of this Declaration may be amended, modified or changed either: (i) by the Declarant, prior to January 1, 2024, or (ii) subject to the provisions of Section 8 of this Article, with the consent of at least seventy-five percent (75%) of the Owners. In each case an amendment shall be evidenced by a document in writing bearing the signature of the Declarant, or the signatures of the requisite number of Owners, as the case may be, and shall be recorded in the Office of the Chancery Clerk of Madison County, Mississippi.

Section 3. Enforcement of Declaration.

(a) Compliance. If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other Person, then each of the other Owners, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. If any structure or other improvement located on any portion of the Property, including any Lot, violates any provision of this

Declaration, then the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to abate or remove such structure or other improvement at the cost and expense of the Owners of the Lot where such structure or improvement is located or who otherwise causes such violation, if the violation is not corrected by such Owners within thirty (30) days after written notice of such violation. Any Person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts specified in Section 9 of Article IV. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any Person for any period of time to enforce any provision of this Declaration shall not be or be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

(b) Enforcement. This Declaration shall be enforced by any appropriate proceeding at law or in equity (i) against any Person who breaches or violates or threatens to breach or violate any provision of this Declaration, (ii) to recover damages for any such breach or violation, (iii) to collect any amounts payable by any Owner to the Association under this Declaration, including Assessments, attorneys' fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of any Owner under this Declaration or otherwise specified in this Declaration, including Section 9 of Article IV, and (iv) to enforce any lien created by this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. The Declarant, the Association and each Owner by acceptance of a deed or other conveyance document to a Lot waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall be in full force and effect.

Section 5. Headings. The headings contained in this Declaration are for reference

purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 6. Notices to Owner. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 7. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.

(b) Any sixty (60) days delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 8. Consent of Eligible Mortgage Holders. The Owners, or the Board of Directors, or the Association, by any act or omission, shall not do any of the following things without the prior written consent and approval of the holders of fifty-one percent (51%) of the outstanding Recorded First Mortgages who have requested notice from the Association of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders:

(a) Abandon, partition, subdivide, encumber, sell or transfer any of the Common Area provided, however, that the granting of rights of way, easements and the like for public utilities or for other purposes consistent with the use of the Common Area by the Owners shall not be considered an encumbrance, sale or transfer within the meaning of this Subsection;

(b) Abandon or terminate this Declaration; or

(c) Modify or amend any material or substantive provision of this Declaration. A change to any of the following would be considered as material.

(i) Voting rights;

(ii) Assessments, assessment liens, or subordination of assessment liens:

- (iii) Reserves for maintenance, repair, and replacement of Common Areas;
- (iv) Responsibility for maintenance and repairs;
- (v) Reallocation of interests in the Common Areas or Limited Common Areas, or rights to their use;
- (vi) Convertibility of Lots into Common Areas or Common Areas into Lots, except as reserved by the Declarant under Article XV;
- (vii) Expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project, except as provided by Article XIII;
- (viii) Insurance or fidelity bonds;
- (ix) Leasing of Lots;
- (x) Imposition of any restriction on an Owner's right to sell or transfer his or her Lot;
- (xi) Any provisions that expressly benefit Mortgagees, insurers, or guarantors.

(d) Annex additional properties not included in Exhibit "A" or added thereto as provided by Section 5 of Article XIII; or merge or consolidate the Association.

Section 9. Additional Rights of Eligible Mortgage Holders - Notice.

(a) The Association shall promptly notify any Eligible Mortgage Holder on any Lot, which such holder is the holder of a Recorded First Mortgage as to any assessment levied pursuant to the Declaration, or any installment thereof, which shall become and remain delinquent for a period in excess of sixty (60) days, and the Association shall promptly notify such holder on any Lot as to which there is default by the Owner with respect to performance of any other obligation under this Declaration which remains uncured for a period in excess of sixty (60) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any Recorded First Mortgage on any Lot, and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure. Also, any failure to give any such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities for liens as specified in Article IV hereof.

(b) No suit or other proceeding may be brought to foreclose the lien for any

assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the Recorded First Mortgage encumbering the Lot which is the subject matter of such suit or proceeding.

(c) Any holder of a Recorded First Mortgage on any Lot upon the Property may pay any taxes, utility charges or other charges levied against the Common Area which are in default and which may or have become a charge or lien against any of the Common Area. Any holder of a Recorded First Mortgage who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Owners.

(d) No mortgagee and no beneficiary or trustee under a deed of trust shall become personally liable for or obligated for any unpaid maintenance fund assessment.

(e) No amendment to this Declaration shall affect the rights of the holder of any Recorded First Mortgage recorded prior to recordation of such amendment who does not join in the execution thereof, except for Supplements annexing Additional Property added pursuant to Article XIII.

(f) The holders, insurers or guarantors of any Recorded First Mortgage on a Lot who have requested the Association in writing will be entitled to: (i) inspect the books and records of the property during normal business hours; (ii) receive an annual financial statement of the project within ninety days following the end of any fiscal year of the project; (iii) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and (iv) current copies of this Declaration, the Bylaws of the Association and all other rules concerning the project.

Section 10. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 11. Record of Mortgage. Any holder of a Recorded First Mortgage shall be entitled to notify the Association that such mortgagee holds a mortgage on a Lot. The Board of Directors shall maintain such information in a book entitled "Holders of Recorded First Mortgages".

Section 12. Notices. Any notice permitted or required to be delivered as provided

herein shall be in writing and may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered forty-eight hours after a copy of the same has been deposited in the United States mail, post pre-paid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association; provided, however, that notice of meetings need not be mailed by Certified Mail, Return Receipt Requested. Such addresses may be changed from time to time by notice in writing to the Association.

ARTICLE XV

DECLARANT'S RIGHTS AND RESERVATIONS

No provisions in the Charter, By-laws or this Declaration shall limit, and no Owner or the Association shall do anything to interfere with, the right of Declarant to subdivide or resubdivide any portions of the Property, or to complete improvements or refurbishments (if any) to and on the Common Area, Green Space or any portion of the Property owned by Declarant or to alter the foregoing or the construction plans and designs, or to construct such additional improvements or add future phases in the course of development of Thornberry, pursuant to Article XIII, Section 2 of this Declaration as Declarant deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of his business for completing the work and disposing of the lots by sale, lease or otherwise. Each Owner by accepting a deed to a lot hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and each Owner hereby consents to such inconvenience or nuisance. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a lot by a purchaser from Declarant to establish on that lot, Common Areas, additional licenses, easements, reservations and rights of way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the property. The Declarant need not seek or obtain Board approval of any improvement constructed or placed by Declarant on any portion of the Property. The rights of Declarant under this Declaration may be assigned by Declarant to any successor and any interest or portion of Declarant's interest in any portion of the Property by a

recorded, written assignment. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as Declarant of Thornberry, will be required before any amendment to this Article shall be effective while Declarant owns a lot. Declarant shall be entitled to the non-exclusive use of the Common Area, Green Area, without further cost or access, ingress, egress, use or enjoyment, in order to show the Property to his prospective purchasers or lessees and dispose of the Property as provided herein. Declarant, his assigns and tenants shall also be entitled to the non-exclusive use of any portion of the Common Area, Green Area, which comprises drives or walkways for the purpose of ingress and egress and accompanying vehicle and pedestrian traffic to and from the Property. Each Owner hereby grants, by acceptance of the deed to this lot, an irrevocable, special power of attorney to Declarant to execute and record all documents and maps necessary to allow Declarant to exercise his rights under this Article. This Article shall be applicable for so long as the Declarant owns any portion of the Property.

ARTICLE XVI

RIGHTS OF OWNERS IN ADDITIONAL PROPERTY

Portions of the Additional Property are or may be owned by parties other than the Declarant, and in order to protect Thornberry and the value of the lots subject to the Declaration adjacent to Thornberry, and for the health, welfare and enjoyment of the Property Owners of Thornberry, the Declarant has caused or may cause certain restrictive and protective covenants and agreements to be placed upon certain parcels of property lying and being situated within the boundaries of the Additional Property, which covenants are for the benefit of all Property Owners owning property within Thornberry as described in Exhibit "A", and the Additional Property, which rights may be enforced by the Declarant or the Association.

IN WITNESS WHEREOF DECLARANT HAS CAUSED this instrument to be duly executed on the day and year first above mentioned.

DECLARANT

**THORNBERRY DEVELOPMENT, LLC
a Mississippi Limited Liability Company**

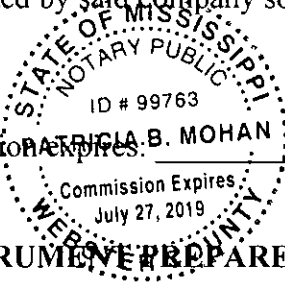
By: 

McKie Edmonson, Its Manager

STATE OF MISSISSIPPI

COUNTY OF ~~Jefferson~~ ^{PBM} Madison

PERSONALLY appeared before me, the undersigned authority in and for the said County and State on this the 24th day of May, 2019 within my jurisdiction, the within named McKie Edmonson, who acknowledged that he is the Manager of **Thornberry Development, LLC**, a Mississippi limited liability company, and that for and on behalf of the company, and as its act and deed, he signed, delivered and executed the above and foregoing instrument, after first having been duly authorized by said company so to do.



Patricia B. Mohan

NOTARY PUBLIC

My commission expires _____

THIS INSTRUMENT WAS PREPARED BY:

**JOHN HOWARD SHOWS, MSB #6776
SHOWS LAW FIRM PLLC
242 Market Street
Flowood, Mississippi 39232
Telephone: (601) 664-0044**

DESCRIPTION (THORNBERRY, PHASE 1)

A parcel or tract of land, containing **46.3115 acres (2,017,326.95 Sq. Ft.)**, more or less, lying and being situated in Section the Southeast ¼ of Section 14 and the Northeast ¼ of Section 23, T8N-R1E, Madison County, Mississippi, being a part of that property described in Deed Book 3192 at Page 763 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at an iron pin lying at the SW corner of said Section 14, T8N-R1E, Madison County, Mississippi, said point also lying on the Easterly boundary of Johnstone Phase Two, as shown on map or plat of same, in Plat Cabinet "D" at Slot 116 of the Records of said Madison County, Mississippi; run thence

North 00 degrees 33 minutes 33 seconds West (North 00 degrees 40 minutes 10 seconds West-Grid Bearing, State Plane, Mississippi West Zone) along the Westerly boundary of said Section 14, T8N-R1E and the Easterly boundary of said Johnstone Phase Two, for a distance of 910.83 feet to the NE corner of said Johnstone Phase Two, said point also being and lying at the SE corner of Devlin Springs Two, as shown on map or plat of same, in Plat Cabinet "D" at Slot 179 of the Records of said Madison County, Mississippi; thence

Continue North 00 degrees 33 minutes 33 seconds West (North 00 degrees 40 minutes 10 seconds West-Grid Bearing, State Plane, Mississippi West Zone) along the Westerly boundary of said Section 14, T8N-R1E, and the Easterly boundary of said Devlin Springs Two, for a distance of 160.55 feet to the centerline of an existing thirty (30) foot Shell Pipeline Corporation easement, as described in Deed Book 124 at Page 440 of the Records of said Madison County, Mississippi; thence

Leaving the centerline of said existing thirty (30) foot Shell Pipeline Corporation easement, continue North 00 degrees 33 minutes 33 seconds West (North 00 degrees 40 minutes 10 seconds West-Grid Bearing, State Plane, Mississippi West Zone) along the Westerly boundary of said Section 14, T8N-R1E, and the Easterly boundary of said Devlin Springs Two for a distance of 45.01 feet; thence

Leaving the Westerly boundary of said Section 14, T8N-R1E, and the Easterly boundary of said Devlin Springs Two, run to points at each of the following calls;

South 89 degrees 36 minutes 23 seconds East for a distance of 767.53 feet; thence
 South 66 degrees 25 minutes 34 seconds East for a distance of 234.29 feet; thence
 South 89 degrees 36 minutes 23 seconds East for a distance of 677.27 feet; thence
 North 17 degrees 19 minutes 02 seconds East for a distance of 20.76 feet; thence
 North 08 degrees 59 minutes 43 seconds East for a distance of 163.89 feet; thence
 North 00 degrees 44 minutes 15 seconds West for a distance of 153.10 feet; thence
 North 10 degrees 08 minutes 13 seconds West for a distance of 153.10 feet; thence
 North 18 degrees 51 minutes 03 seconds West for a distance of 161.56 feet; thence
 North 17 degrees 29 minutes 25 seconds West for a distance of 188.71 feet; thence
 North 13 degrees 10 minutes 11 seconds West for a distance of 189.97 feet; thence

North 09 degrees 30 minutes 43 seconds West for a distance of 130.62 feet to the Southerly Right-of-Way of Stribling Road, as described in Deed Book 264 at Page 50 of the Records of said Madison County, Mississippi; thence; thence

South 89 degrees 57 minutes 00 seconds East along the Southerly Right-of-Way of said Stribling Road, for a distance of 556.98 feet; thence

Leaving the Southerly Right-of-Way of said Stribling Road, run to points at each of the following calls;

South 13 degrees 01 minutes 35 seconds East for a distance of 183.97 feet; thence
 South 18 degrees 40 minutes 10 seconds East for a distance of 215.87 feet; thence
 South 16 degrees 03 minutes 28 seconds East for a distance of 192.15 feet; thence
 South 06 degrees 40 minutes 36 seconds East for a distance of 292.86 feet; thence
 South 02 degrees 45 minutes 07 seconds West for a distance of 194.60 feet; thence
 South 10 degrees 14 minutes 34 seconds West for a distance of 192.90 feet; thence
 South 84 degrees 09 minutes 16 seconds East for a distance of 207.60 feet; thence
 South 73 degrees 40 minutes 38 seconds East for a distance of 207.60 feet; thence
 South 68 degrees 46 minutes 11 seconds East for a distance of 209.39 feet; thence
 North 17 degrees 06 minutes 42 seconds East for a distance of 382.39 feet; thence
 North 48 degrees 11 minutes 27 seconds East for a distance of 58.71 feet; thence
 South 89 degrees 53 minutes 26 seconds East for a distance of 1,056.09 feet; thence

North for a distance of 994.49 feet to the above referenced Southerly Right-of-Way of said Stribling Road; thence

South 89 degrees 57 minutes 00 seconds East along the Southerly Right-of-Way of said Stribling Road, for a distance of 1,248.45 feet to the intersection of the Southerly Right-of-Way of said Stribling Road and the Westerly boundary of Dewees Road, as it existed in April, 2018; thence

South 00 degrees 04 minutes 54 seconds East along the Westerly boundary of said Dewees Road for a distance of 1,118.77 feet to an iron pin, said point lying 1,022.82 feet North & 5,252.12 feet East of the SW corner of said Section 14, T8N-R1E, and **POINT OF BEGINNING** of the herein described property; thence

Leaving the Westerly boundary of said Dewees Road, run to iron pins at each of the following calls;

West for a distance of 20.00 feet; thence
 South 70 degrees 29 minutes 06 seconds West for a distance of 31.47 feet; thence
 South 00 degrees 04 minutes 54 seconds East for a distance of 363.36 feet; thence
 South 78 degrees 03 minutes 32 seconds West for a distance of 19.03 feet; thence
 North 84 degrees 58 minutes 13 seconds West for a distance of 36.47 feet; thence
 North 82 degrees 50 minutes 50 seconds West for a distance of 137.96 feet; thence
 North 82 degrees 28 minutes 47 seconds West for a distance of 91.81 feet; thence
 North 78 degrees 50 minutes 08 seconds West for a distance of 39.46 feet; thence
 North 76 degrees 29 minutes 18 seconds West for a distance of 40.63 feet; thence
 North 74 degrees 48 minutes 39 seconds West for a distance of 35.64 feet; thence
 North 71 degrees 50 minutes 53 seconds West for a distance of 44.39 feet; thence
 North 69 degrees 09 minutes 32 seconds West for a distance of 79.85 feet; thence
 North 68 degrees 27 minutes 19 seconds West for a distance of 79.60 feet; thence
 North 66 degrees 38 minutes 27 seconds West for a distance of 40.23 feet; thence
 North 63 degrees 51 minutes 11 seconds West for a distance of 39.36 feet; thence
 North 61 degrees 11 minutes 30 seconds West for a distance of 79.51 feet; thence
 North 61 degrees 53 minutes 45 seconds West for a distance of 79.61 feet; thence
 North 61 degrees 25 minutes 27 seconds West for a distance of 80.17 feet; thence
 North 57 degrees 27 minutes 07 seconds West for a distance of 34.66 feet; thence
 North 48 degrees 07 minutes 24 seconds West for a distance of 22.73 feet; thence
 South 75 degrees 23 minutes 22 seconds West for a distance of 38.15 feet; thence

South 38 degrees 36 minutes 18 seconds West for a distance of 92.18 feet; thence
North 87 degrees 50 minutes 18 seconds West for a distance of 50.27 feet; thence

38.19 feet along the arc of a 20.00 foot radius curve to the right, said arc having a 32.65 foot chord which
bears South 62 degrees 54 minutes 04 seconds West; thence

South 27 degrees 36 minutes 03 seconds West for a distance of 50.00 feet; thence

30.57 feet along the arc of an 800.00 foot radius curve to the right, said arc having a 30.57 foot chord
which bears South 61 degrees 18 minutes 15 seconds East; thence

24.71 feet along the arc of a 20.00 foot radius curve to the right, said arc having a 23.17 foot chord which
bears South 24 degrees 49 minutes 08 seconds East; thence

141.05 feet along the arc of a 2325.00 foot radius curve to the right, said arc having a 141.03 foot chord
which bears South 12 degrees 18 minutes 34 seconds West; thence

North 68 degrees 03 minutes 14 seconds West for a distance of 114.23 feet; thence
North 70 degrees 55 minutes 06 seconds West for a distance of 65.58 feet; thence
Continue North 70 degrees 55 minutes 06 seconds West for a distance of 12.89 feet; thence
North 76 degrees 38 minutes 52 seconds West for a distance of 78.46 feet; thence
North 83 degrees 00 minutes 24 seconds West for a distance of 95.69 feet; thence
North 89 degrees 21 minutes 06 seconds West for a distance of 146.04 feet; thence
South 17 degrees 06 minutes 42 seconds West for a distance of 168.10 feet; thence
South 30 degrees 31 minutes 34 seconds West for a distance of 147.37 feet; thence
South 56 degrees 47 minutes 43 seconds East for a distance of 132.48 feet; thence
South 54 degrees 25 minutes 44 seconds East for a distance of 211.02 feet; thence
South 41 degrees 15 minutes 08 seconds West for a distance of 173.09 feet; thence

14.69 feet along the arc of a 1205.00 foot radius curve to the right, said arc having a 14.69 foot chord
which bears North 52 degrees 58 minutes 33 seconds West; thence

South 37 degrees 22 minutes 24 seconds West for a distance of 50.00 feet; thence
South 37 degrees 17 minutes 02 seconds West for a distance of 180.38 feet; thence
South 50 degrees 37 minutes 51 seconds East for a distance of 96.00 feet; thence
South 57 degrees 35 minutes 02 seconds East for a distance of 188.18 feet; thence
South 66 degrees 10 minutes 53 seconds East for a distance of 184.02 feet; thence
South 72 degrees 33 minutes 15 seconds East for a distance of 174.61 feet; thence
South 68 degrees 13 minutes 24 seconds East for a distance of 170.71 feet; thence
South 62 degrees 18 minutes 30 seconds East for a distance of 175.95 feet; thence
South 55 degrees 02 minutes 14 seconds East for a distance of 311.46 feet; thence
South 56 degrees 56 minutes 34 seconds East for a distance of 67.42 feet; thence
North 03 degrees 36 minutes 14 seconds West for a distance of 62.32 feet; thence
North 85 degrees 34 minutes 15 seconds East for a distance of 186.87 feet; thence
North 63 degrees 53 minutes 36 seconds East for a distance of 40.71 feet; thence
North 69 degrees 02 minutes 54 seconds East for a distance of 170.29 feet; thence
North 80 degrees 08 minutes 33 seconds East for a distance of 192.27 feet to the above referenced
Westerly boundary of said Dewees Road; thence

North 00 degrees 04 minutes 54 seconds West along the Westerly boundary of said Dewees Road for a
distance of 1526.76 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.