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INST # 869851 MADISON COUNTY MS.
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23, Township 8 North, Range 1 East, Madison County,
Mississippi.

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR WESTLAKE

9191 / 1-24, 60-96, 170-191

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WESTLAKE

THIS DECLARATION made on this the 8th day of August, 2019, by **WESTLAKE DEVELOPMENT, LLC**, a Mississippi Limited Liability Company (the “Declarant”);

WITNESSETH:

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

WHEREAS, the Declarant desires that each time any lot or parcel of the Property is sold, that all improvements erected thereon, whether by the Declarant or any other Owner, shall comply with the covenants contained herein; and

WHEREAS, the purpose of such Covenants and Restrictions is to enhance the charm and beauty of the surroundings, to insure the proper development and use of each building site within said Property; and, in general, to provide for a high quality of improvement on said Property in accordance with orderly development plans. 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 changes hereinafter created.

NOW THEREFORE, Declarant does hereby subject the Property and any parcel or parcels into which the same may be subdivided to the following covenants and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land described herein and shall be a benefit and a burden thereto to Declarant, its successors and assigns, and to any person acquiring or owning an interest in the Property and improvements,

ARTICLE I.
DEFINITIONS

The following words when used herein shall have the following meanings:

- (a) "Additional Property" shall mean the real property the Declarant may elect to include under these Covenants and Restrictions from time to time.
- (b) "Articles" shall mean the Articles of Incorporation of the Association, including all amendments thereto as filed with the Secretary of State of Mississippi.
- (c) "Assessment" shall mean an Owner's share of the common expenses from time to time assessed upon such Property Owner by the Association.
- (d) "Association" shall mean and refer to Westlake Property Owners Association, Inc.
- (e) "Board of Directors" or the "Board" shall mean and refer to the Board of Directors of the Association.
- (f) "Homebuilder" shall mean any person or entity that builds residential dwellings for a living and has a valid Mississippi contractor's license.
- (g) "Bylaws" shall mean the bylaws of the Association.
- (h) "Common Area" shall mean all real property, and any improvements thereon owned by the Association for the common use and enjoyment of the Owners. The Common Area shall be deeded to the Association after the organization of the Association, with such conveyance subject to any indebtedness, cost and expense associated with the construction of the Common Area and/or Common Facilities and with such indebtedness, cost and expense to be assumed by the Association. The Common Area shall be shown as Common Area on each plat filed in the Land Records of the Chancery Clerk of Madison County, Mississippi.
- (i) "Declarant" shall mean and refer to **WESTLAKE DEVELOPMENT, LLC**, a Mississippi Limited Liability Company, its successors and assigns.

(j) "Declaration" shall mean this instrument as it may be 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 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.

(m) "Eligible Mortgage Holder" shall mean those holders of a first Deed of Trust 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) "Invitees" shall mean an owner's tenants, guests, employees or other guests or invitees.

(o) "Lot" shall mean and refer to any Lot, parcel or parcels, tract or tracts of land, shown upon the recorded plat of the Property, exclusive of the Common Area.

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

(q) "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 Deed of Trust.

(r) "Owner" or "Property Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee or undivided fee interest in any Lot which is part of the Properties, including contract sellers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation. Any references to any action or omission by or restriction on any action of an Owner shall include any other occupant of a Dwelling or Lot including tenants and guests of the Owner.

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

(t) "Plat" shall mean any subdivision plats of Westlake, 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 any portion of the additional property is annexed to The Property pursuant to Article XII.

(u) "Property" or "Properties" shall mean that parcel of land described in **Exhibit "A"**, which is subject to this Declaration and any parcel or parcels into which the same may be subdivided and re-subdivided and any other real property hereafter annexed pursuant to Article XII.

(v) "Recorded First Mortgage" shall mean a Deed of Trust, properly recorded in the office of the Chancery Clerk of Madison County, Mississippi, or other public Office designated by the Laws of the State of Mississippi for the recording of Mortgages the lien of which is prior, paramount and superior to the lien of all other mortgages and deeds of trust.

(w) "Westlake" or "Westlake Subdivision" or "Subdivision", shall mean that area contained within the Property as described in **Exhibit "A"**, and any additional property annexed to the Subdivision as provided herein.

(x) "Supplement" shall mean any supplementary declaration containing covenants, conditions and restrictions relating to the Property which is filed for record in the Land Records of Madison County, Mississippi.

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 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 provision 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 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 Westlake 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. No guest may use the Common Areas or facilities unless accompanied by an Owner.

Section 4. Common Area. Ownership of lots shall entitle the Owners or Owner thereof to permanent exclusive use of certain portions of the Common Area designated on the Plat as Common Area. There shall be no access by Owners or their designees to the Lake Dam, to the 40' "No-Cut" Undisturbed Vegetative (Natural Habitat) Buffer nor to the 20' "No-Cut" Buffer.

ARTICLE III. BOOK 3752 PAGE 198
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Organization of the Association. The Declarant shall organize the Association as a non-profit Corporation by filing Articles of Incorporation with the Secretary of State of Mississippi. The Association shall be responsible for the administration and maintenance of the Common Areas and Common Facilities and the enforcement of the provisions of this Declaration as they relate to the Association.

Section 2. 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 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 person 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 its property in Westlake.

Section 3. 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 4. 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 and/or property in Westlake. 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 5. 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 and property 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 6. 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 ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Lot (an "Owner") by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association as follows:

- (a) A regular annual assessment for maintenance.
- (b) Special assessments for maintenance and improvements as may be desired and required by the Board of Directors of the Association.

Section 2. General. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge upon the Property and shall be a continuing lien upon the lot or parcel or property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot or parcel of property at the time when the assessment fell due. No owner shall relieve himself of his personal obligation for delinquent assessments by passing such obligation to his successors in title unless expressly assumed by the successors in title with the written consent and approval of the Board of Directors.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety and welfare of the owners and occupants of the Property, to defray all costs incurred in the proper caring for and maintaining the Property as a quality development; and to accomplish the intent of this Declaration. The assessments provided herein shall include, but not be limited to, the costs of providing materials and services to accomplish the following:

- (a) Maintaining, replacing and repairing the common areas within the property.

(b) Constructing and maintaining an aesthetically pleasing common entranceway to the common entrance to the property.

(c) Maintaining the appearance of entrance markers, identification signs and common roadway markers in a good state of repair.

(d) General policing of the Property on a regular basis to remove bottles, cans, trash or debris discarded by the public along the streets or roadways.

(e) Paying the costs of insurance premiums on any insurance which the Association carries.

(f) Paying all ad valorem taxes and other taxes and fees which may accrue to the Association.

(g) Paying all necessary and reasonable costs of administration, management, legal and accounting services connected with the Association.

(h) Providing such other services as the association may deem to be in the best interests of the development and the members of the Association.

(i) Funding all reserves established by the Association, including a general operating reserve and a reserve for replacements.

(j) Maintaining the Lake and Lake Dam.

Section 4. Assessments are not dues. All assessments herein provided are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the association.

Section 5. 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.

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Section 6. Changes in Assessments. The Board of Directors of the Association may, after consideration of the then current costs of providing services hereinabove enumerated, increase the initial or annual assessments to cover the actual costs of such services. The Board of Directors may also, after consideration of the then current maintenance costs and future needs of the association, fix the regular annual assessment and initial assessment for subsequent years at the lesser amount.

Section 7. Notice and Quorum of Any Action Authorized Under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all members not less than 10 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 membership shall constitute a quorum.

Section 8. Uniform Rate of Annual and Special Assessments. Both annual and special assessments must be fixed at a uniform rate for all Lots. 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 assessments and charges. Provided, however, if a Property Owner is responsible for damage to a Common Area such Owner may be assessed at a higher rate to compensate the Association for repairing said damage.

Section 9. Date of Commencement of Assessments: _____ Due Dates. The annual assessments provided for herein shall commence as to all Lots, except Lots owned by Declarant or a Homebuilder, on the first day of the month following the conveyance of the Lot to the Owner. 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 10. Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors 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.

Section 11. 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 successors 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 abandonment or by transfer of title. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue to be in full force and effect.

(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 the provisions of this Declaration.

(c) If any assessment or part thereof is not paid within thirty (30) days after the due date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum interest rate per annum which can be charged to individuals and 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. 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 12. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas and Common Facilities, including the Lake and Lake Dam, 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 obligation 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 13. 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 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. No foreclosure, sale or transfer shall relieve the Owner of any personal obligation. The Owner and/or his successors and assigns of said lot shall remain personally liable for the payment of said lien.

Section 14. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

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

Section 15. 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 Common 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 16. 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 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 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 17. Assessment for Declarant and Homebuilder. Any lot or property owned by Declarant shall not be subject to assessments. Any lot or lots purchased by a Homebuilder shall not be subject to assessments.

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. 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 and upkeep of the Common Areas and services in a manner consistent with law and the provisions of the By-Laws and this 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; 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

(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 lots, structures and the Common Areas, including but by no means limited to the rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas by the Members and others as provided herein; and

(e) To purchase insurance upon the Common Areas; and

(f) To repair, restore or reconstruct all or any part of the Common Areas after any damage, destruction, wear and tear, loss and/or otherwise improve the Common Areas; and

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

(h) To retain or employ a Management Agent for such compensation and for the performance of such duties and services as established or prescribed by the Board of Directors; and

(i) To negotiate, prepare, execute, acknowledge and deliver all contracts, agreements, commitments and other documents relating to the Association's affairs; and

(j) To employ Lake and Fisheries management companies and/or individuals; and

(k) To prosecute, defend, appeal, settle, compromise or submit to arbitration any suit, action, claim or proceeding at law or in equity or with or before any governmental agency or authority which involves or affects the Association; and

(l) To retain or employ and pay the fees, expenses or other compensation of accountants, attorneys, architects, contractors, engineers, consultants or other persons who may be helpful, necessary, appropriate or convenient in or to the Association's affairs, whether or not related to or affiliated with any

director or officer of the Association or any Member or the Declarant; and

(m) To borrow any funds required for the Association's affairs from any person on such terms, conditions and provisions as may be acceptable to the Board of Directors, and to secure the repayment of any such loans by executing deeds of trust or by pledging or otherwise encumbering or subjecting to security interests all or any portion of the assets of the Association, including the Common Area and Common Facilities; and

(n) To establish rules, regulations, restriction, requirements and fees and charges from time to time relating to the use of the recreational areas and amenities now or hereinafter located in or on the Common Area or Common Facilities; and

(o) To accept title to any property, either alone or with covenants, as a Common Area, or as property owned by the Association for such purposes and on such terms as the Board of Directors may approve; and

(p) To determine Lake depth as a part of the overall drainage plan for Westlake; and

(q) To establish assessments for Lake maintenance.

Section 2. Members of the Board of Directors shall be elected in accordance with and as provided for in the Bylaws. The Bylaws shall provide that so long as the Declarant or its assignees own any Lots or any portion of the Property or the Additional Property, the Declarant or its assignees, as the case may be, shall be entitled to select the members of the Board of Directors of the Association.

Section 3. Management Agent. The Board of Directors may retain or employ a 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 may authorize.

Section 4. Limitation of Liability. Neither the Declarant, its agents, officers, partners, members or employees nor the Association, the Board of Directors, any Director nor any Officer of the Association shall be liable to any Person for any failure of or failure to provide any service to be furnished by the

Association or to be paid with funds from charges, fees or Assessments, or for any death, injury or damage to any Person or property caused by the elements or caused by or resulting from electricity, gas, or water which may discharge or flow from any portion of the Property, Common Area or Common Facilities, or from any wire, pipe, drain, conduit or similar property. Neither the Declarant, its agents, officers, partners, members, or employees, nor the Association, the Board of Directors, any Director nor any Officer of the Association shall be liable to any Person for theft or other loss of or damage to any property which may be left or stored in, upon or around the Common Area, Common Facilities or any Lot. No diminution or abatement of Annual or Special Assessments shall be claimed or allowed for the inability to use, any inconvenience or discomfort caused by or arising or resulting from the need to or the conduct of routine or other maintenance or repairs, or the construction or reconstruction of improvements on any Lot, Common Area or Common Facilities, or from any action taken or omitted or from inaction by the Association to comply with any of the provisions of this Declaration, any Supplement, any law or ordinance or the order or directive of any governmental authority or any court.

Section 5. 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 or property in Westlake, Declarant shall be entitled to appoint of the members of the Board of Directors.

Section 6. 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 or property in Westlake. Declarant may appoint a member of Declarant to serve as the Chairman of the Board of Directors.

**ARTICLE VI.
INSURANCE**

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Section 1. Association Insurance.

(a) The Association may obtain fire and extended coverage if applicable, and comprehensive public liability insurance in such limits, and from such companies, as the Board shall deem advisable to adequately insure the Common Areas and protect the Association and Owners from and against liability in connection with Common Areas.

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

**ARTICLE VII.
AD VALOREM 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.

**ARTICLE VIII.
ARCHITECTURAL CONTROL**

Section 1.

(a) 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, and who are not required to be Members of the Association. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to adopt or promulgate any rule 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.

(b) Architectural Review Guidelines. The Declarant shall establish architectural guidelines for all construction in Westlake. Each Homebuilder or Owner constructing a Dwelling and/or other structure on any Lot shall secure a copy of the Architectural Guidelines and shall comply with all conditions therein.

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(c) Architectural Review. 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 specification showing the nature, kind, shape, height, materials, exterior color or finish, (plot plan showing the proposed location of such building or structure, and drives), 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. 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". 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 in writing, approval will not be required and this Article will be deemed to have been fully complied with.

(d) Declarant's Approval. No approval of plans and specifications, and no publication or 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 or 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.

(e) Compliance with Plans. 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 or capricious. Neither the Board nor 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. If there is an alteration of the original plans or any exhibit thereto, approval of such alteration must be obtained by the Architectural Review Committee prior to proceeding with the plans as altered.

Section 2. Building Sizes and Locations.

(a) The minimum square footage of living area heated and cooled to be contained within the main house or residential structure constructed on any lot shall be set at a minimum of three thousand (3,000) square feet on all Lake Lots and two thousand seven hundred (2,700) square feet on all other Lots.

(b) All improvements must be located according to the setbacks as reflected on the plats of Westlake.

(c) The Architectural Review Committee is authorized to impose different requirements on properties when have a special Scenic View and to establish the location of and the size and, in particular, the height, of all structures to be constructed thereon.

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. 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. 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 5. 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 Westlake 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 releaseable right on, over and under all property in Westlake 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 6. Expenses. Any person or entity submitting Plans shall be responsible for the payment of reasonable charges established by the Architectural Review Committee for review of the Plans or amendments, modifications or changes to Plans. Such charges shall be paid when the Plans are submitted.

Section 7. Disclaimer. The Board of Directors, the Architectural Review Committee, each director and each officer of the Association, each member of the Architectural Review Committee and the Association, and, if applicable, the Declarant, shall not be liable to any Owner, Homebuilder, or any other Person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such

Owner, Homebuilder, or other Person arising or resulting from or in any way relating to the subject matter of the Architectural Review Committee's process 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. No approval of Plans and no publication of architectural standards or requirements shall be construed either to represent, guarantee or imply that such Plans or architectural standards will result in a properly designed Dwelling or other improvement, or to represent, guarantee or imply that any Dwelling or other structure or Improvement will be built or constructed in a good, workmanlike manner. Approval of any particular Plans shall not be construed as a waiver of the right of the Architectural Review Committee to disapprove all or any portion of the Plans if such Plans are subsequently submitted for use in any other instance.

ARTICLE IX.
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 easements located in utility or drainage easements, which are hereby granted and reserved by Declarant herein and the right to remove any obstruction in any utility or drainage easement which may interfere 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 Areas 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 utility services to any portion of the Property. Any and all conveyance documents from the Declarant to the Association with respect to the Common Areas 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 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. Lake Maintenance Easement. The Declarant, and the Association, shall have and are granted and reserved non-exclusive easements, on, over and across all portions of the property adjoining the Lake for purposes of lake maintenance, including removal of silt and sediment, and in general maintaining the Lake site.

Section 3. 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 IX shall be made with as little inconvenience to the Owner as reasonably practical. All physical damage to any Lot or improvement on a Lot resulting from or caused by such entry shall be promptly repaired and restored. However, Declarant is not responsible for any act or activity of the utility performing any maintenance or construction on the Lot.

ARTICLE X. USE RESTRICTIONS

The Property shall be subject to the following use restrictions:

Section 1. Use of Lots and Dwellings. Each Lot and dwelling shall be used for single family residential purposes only. The term "single family residential purposes" as used herein shall be held and

construed to exclude among other things, hospitals, duplex houses, apartment houses, patio homes, churches, playgrounds and parks and to exclude offices, commercial and professional use, except as an office in the home, and these covenants do hereby prohibit such usage for any lot.

Section 2. Exterior Appearances.

(a) Each Property Owner shall conceal garbage receptacles and similar storage receptacles in the garage of the home or in the back yard only if it is fenced per the covenants to screen them from view from the road and adjacent properties.

(b) 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.

(c) All garages must accommodate a minimum of three automobiles and have doors approved by the Architectural Review Committee. No open carports are allowed. All garages will be finished inside.

(d) No fence, wall, or hedge shall be placed on any of the lots in Westlake nearer to any street than is permitted for the house on said lot unless approved in writing by the Architectural Review Committee or the Association. Any fence or wall constructed on any lots will be constructed of a cedar, cypress or treated pine "good Neighbor fence" running along the lot lines, such fence to be six (6) feet high. All posts must be treated four by six (6"X6") posts and the fence material must be left natural or have a semi-transparent stain. No wire or chain link fencing may be constructed on any lot. The Architectural Review Committee must approve the style, color, and materials of all fences constructed. Compatible fence materials must be used throughout the subdivision.

(e) All roof shingles must comply with architectural guidelines.

(f) No home shall be constructed with a roof pitch of no less than 10/12 on the main roof structure.

(g) Windows used in the homes must comply with architectural guidelines.

(h) Front, side and rear yards must be entirely grassed with solid sod. No "checkerboarding" will be allowed. Landscaped flower beds must be installed on the front elevation of the home.

(i) One conforming mailbox for the subdivision will be determined by the Declarant. It shall be the responsibility of the builder or owner of each home to purchase and cause to have installed that particular mailbox. Other mailboxes will not be permitted.

(j) No window or wall type air conditioner shall be permitted to be used, placed, or maintained on or in any structure in Westlake.

(k) No rocks, boulders or red/orange mulch may be placed on the property.

(l) Construction shall be commenced upon a lot within twenty four (24) months of the date of purchase of the Lot.

(m) Construction in accordance with approved Plans shall be commenced within six (6) months after approval. Any construction commenced on any Dwelling as provided in this Declaration shall be substantially completed per the Plans, including without limitations, all painting, within twelve (12) months from the date such construction commenced as evidenced by the issuance of the building permit. Violation of this restriction shall subject the Lot to a fee or charge of \$50.00 per day for each day such construction remains in violation of this restriction; which charge or fee may be collected by such action or means as Declarant or the Board of Directors may approve pursuant to this Declaration.

(n) There shall be no fuel powered motors allowed on the Lake. Battery powered trolling motors with a thrust of no greater than 80 pounds are allowed.

(o) No basketball goals shall be allowed in the front yard of any Lot.

(p) No grass clippings, leaves, limbs or other debris shall be disposed of in the Lake nor shall they be dumped over the rear or side property line of any Lot.

(q) Anyone fishing in the Lake must be accompanied by a Lot Owner. No fish or other aquatic animals may be transported to or dumped into the Lake. Anyone fishing in the Lake shall abide by

any size and/or species limits imposed by the Board of Directors. The entire Lake is a no wake zone.

(r) No fences or other obstructions may be placed in or otherwise block/interfere with the drainage easements or relief swales shown on the Plat.

(s) No building may be constructed within any drainage or utility easement shown on on Plat.

(t) The finished floor elevations shown on the Plat represent the minimum elevation for the proposed structures, and should be adjusted higher to correspond with existing drainage patterns and surrounding grades.

(u) Drainage caused to any infrastructure owned or maintained by Madison County, Mississippi resulting from work done by others including, but not limited to, the placing of utilities and fences shall be the financial responsibility of the Owner of said work.

(v) Maintenance of all drainage easements and common areas are the responsibility of the Homeowner's Association.

(w) The individual lot owners/builders are responsible for additional drainage improvements (i.e. catch basins, storm pipe, french drains etc.) needed to facilitate water flow on or across their lot.

(x) A relief swale shall be constructed down each lot line and shall be a minimum depth of 18" below the finished floor elevation of the home. All surface drainage shall be directed to these swales and away from the home.

(y) Road ditches near the storm sewer inlets and piping are susceptible to flooding during flash floods that exceed the design constraints of the 25-year storm event. Special consideration should be given to driveway construction, lot grading and finished floor elevations for lots in these areas.

Section 3. Signs. Except for uniform mail boxes and house numbers 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, including, but not limited to, the Property Owner, a realtor, contractor, or sub-contractor. Notwithstanding the foregoing, these restrictions shall not apply to Declarant, his agents or assigns, so long as Declarant shall own any of the Lots or Property. 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 Areas and within those easement areas established under the Declaration.

Section 4. Other Buildings and Vehicles. No tent, trailer, barn, mobile home, pre-fab structure, manufactured buildings, or other similar outbuilding or structure shall be placed on any Lot or on any other area at any time. Notwithstanding the foregoing, an outbuilding may be constructed on any Lot, providing that it is constructed of the same material as the primary residence, and provided the Owner of such lot has obtained the prior written approval of the Architectural Review Committee. Each Owner shall provide for parking for at least three (3) automobiles for each Lot owned. There shall be no parking of vehicles in the streets or yards of the homes or lots of Westlake. All recreational equipment, including, but not limited to basketball goals, trampolines, play scapes and swing sets must be located in the rear yard of the home and enclosed in a fence approved by the Architectural Review Committee. No boats may be left lying on the Lake bank. ATVs, UTVs, boats and trailers, and similar items, must be kept in the garage of the home or in the rear yard and enclosed in a fence approved by the Architectural Review Committee. Motor homes and Rvs may be parked in the driveway, but only for a period of not more than three (3) days during any one month. The Board of Directors shall have authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot. No Owner or other occupant 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 garage or workshops or (ii) for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Section 5. Unsightly conditions and nuisances.

(a) It shall be the responsibility of each Property Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on the Property. No rubbish or debris of any kind shall be dumped, placed or 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. 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, guests, servants and agents shall refrain from any act or use of a Lot, dwelling or the Common Areas 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. Any Owner, or his family, tenants, guests, 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 costs of removal thereof or the sum of two hundred and fifty dollars and no/100 (\$250.00), 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.

(b) No building materials of any kind or character may be placed or stored upon said property except for a period of three (3) months prior to the time the purchaser of such lot commences improvements. All building materials on said property shall be stored in a neat, orderly and unobstructive manner of properly screened, and said building materials shall be limited to that which is reasonably necessary for the construction of and or the maintenance of the residence or other outbuildings located thereon.

(c) Outside clotheslines shall not allowed on any lot.

Section 6. Antennas. No television antenna, satellite dishes, 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 of 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 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.

(a) No animals, livestock, or poultry of any kind, shall be raised, bred, kept, staked or pastured on any Lot or in the Common Areas, except dogs, cats, birds or other household pets which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors or Declarant. All dogs must be maintained on a leash unless kept in a fenced area of said Lot.

(b) No kennels or pens may be constructed or used for the care and housing of a large number of dogs, and the number of dogs regularly housed at the residence of or by the owner shall be limited to two (2), except with the prior consent of the Declarant. Regardless of number, the keeping of said animals shall not be such as to constitute an annoyance, nuisance or danger to any neighbor or Lot owner.

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 its agents, employees, heirs and assigns to maintain and carry on such facilities and activities as may be

required for the completion, improvement, and sale of the Property or the development of Lots, dwellings and Common Areas and the additional property.

Section 10. 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 11. 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 Westlake 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 11 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 12. Drainage. Drainage for each individual lot and home site must be handled by adequately sloping all areas so that run off can be directed to the natural drainage areas or to storm drainage facilities. Runoff from one lot to another will not be permitted. The drainage shall be the responsibility of the Property Owner and/or builder of the home.

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 Westlake 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. Run-Off, Storm Water Management and Pollution.

Each Lot Owner shall be required to maintain such Owner's property in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued throughout the establishment of permanent vegetative cover. Each Owner acknowledges and agrees that Declarant is not responsible for any damages which hereafter may be suffered by Owner or other property owners or parties as a consequence of site preparation work carried out by Owner or Owner's contractors, agents or employees. Each Owner agrees to defend and to fully indemnify and hold Declarant harmless from any such damages sustained in connection therewith.

XI.
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 hereof, 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 the office of the Chancery Clerk of Madison

County, 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 by the Declarant so long as Declarant owns a Lot or any portion of the property. This declaration may be amended or terminated with the consent of seventy-five percent (75%) of the owners, and in each case such amendment shall be evidenced by a document in writing bearing the signatures of such Owners. All amendments, if any, 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 or Entity 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 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 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 or seek a temporary or permanent injunction or restraining order or other specific remedy for any such breach or violation; (iii) to collect any amounts payable by any Owner to the Association under this Declaration, including Assessments, attorney's 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; 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 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 remain 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 mail, 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

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and address of the holder or insurer and the Lot or address, any mortgage holder or insurer 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 without the prior written consent and approval of fifty-one percent (51%) of the holders of 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 pertaining to the rights of the holders of all first mortgages of record. A change to any of the following would be considered as material:

(i) Voting rights;

- (ii) Reserves for maintenance, repair, and replacement of Common Areas;
- (iii) Responsibility for maintenance and repairs;
- (iv) Reallocation of interests in the Common Areas or Limited Common Areas, or rights to their use;
- (v) Convertibility of Lots into Common Areas or Common Areas into Lots, except as reserved by the Declarant.
- (vi) Insurance or fidelity bonds;
- (vii) Imposition of any restriction on an Owner's right to sell or transfer his or her Lot;
- (viii) Any provisions that expressly benefits Mortgagees.

ARTICLE XII.
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 Additional Property to the provisions of this Declaration and to 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 unless and until such portion of the Additional Property is annexed to the Property pursuant to the provisions hereof.

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 herein, the Declarant shall execute and file for record a Supplement which describes the portion of the Additional Property being annexed to the Property and the new, amended or revised description of 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 December 31, 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 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 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 modification shall not be generally or substantially inconsistent with the provisions of this Declaration, except as permitted by herein, and otherwise shall not amend or modify the provisions of this Declaration.

(d) 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 this Article XII or to amend the description of the Additional Property to include other real property as permitted by this Article XII. 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 any Supplement contemplated by this Article XII, and (ii) the execution, filing for record and provisions of any Supplement contemplated by this Article XII.

ARTICLE XIII
NATURAL HABITAT BUFFERS, COMMON AREAS AND LAKE

Section 1. Natural Habitat Buffer. The Declarant has established a 40' "No-Cut" Undisturbed Vegetative(Natural Habitat) Buffer along the South line of Westlake, Phase One. There shall be no entrance into this 40' Buffer, no trespassing on the 40' Buffer and no dumping of any kind, type or character on the 40' Buffer. The Buffer shall be a wild Undisturbed Vegetative Buffer.

Section 2. "No-Cut" Buffer (Common Area). The Declarant has established a 20' "No-Cut" (Common Area) Buffer along the East line of Westlake, Phase One. The Buffer shall be a wild Undisturbed Vegetative Buffer.

Section 3. Special Common Area. The Special Common Area depicted on the Plat of Westlake is a memorial site and will be maintained by the Association.

Section 4. Common Area. Pursuant to the aforesaid overall objectives of natural and scenic conservation, no hunting, tracking or trapping shall be permitted on any portion of the property at any time except for undesirable wildlife as authorized and approved by the rules and regulations promulgated by the Association from time to time. The Association shall have the right, but shall not be obligated, to protect from erosion all Common Area, and shoreline on all Lots abutting the Common Area and Lake by planting trees, plants and shrubs where and to the extent necessary. 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 Common Area, 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 5. Lots Adjacent to Common Area and Lake. To preserve the natural character

of Westlake, there is hereby established construction and clearing restrictions on all Lots which are adjacent to that portion comprising the Common Area and Lake which shall be preserved substantially in its present natural state except for moderate pruning, clearing for a view and breeze as approved or determined by the Architectural Review Committee. Notwithstanding the foregoing, the Declarant hereby reserves unto itself, its successors and assigns, the right to exempt properties from said construction and clearing restriction in those cases where the Architectural Review Committee, at its discretion, determines, in a manner neither arbitrary nor capricious, that such exemption will not materially lessen the natural appearances and scenic beauty of the Lake or determines that such exemption is necessary to protect the shoreline from erosion or pollution.

Section 6. Shoreline Maintenance. The Association shall have the option, but not the obligation, to maintain such portion of any Lot adjacent to the Common Area for the purposes of maintaining said Lake and stabilizing the shoreline thereof or to keep and maintain the Lot in a manner keeping with the intent set forth in this Article XIII and rules and regulations promulgated by the Architectural Review Committee from time to time.

Section 7. Erosion and Firebreaks. 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 shoreline on all Lots abutting the Lake 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 to, in, from, over, and across 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 8. Waterfront Areas. To preserve the integrity of the shoreline and dam and to
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insure and control silting and sediment into any Lake access and the use of which falls within the purview of this Declaration, there is hereby established construction and clearing restrictions on all Lots and Common Area which front on the Lake and that portion of the Property comprising the Lake, dam area and drainage from the Lake and which Lots and Common Area shall be preserved substantially as it presently exists except for clearing for safety, construction, view, and breeze as approved by the Board of Directors. Notwithstanding the foregoing, the Declarant hereby reserves unto itself, its successors in title and assigns, the right to exempt properties from said construction and clearing restrictions in those cases where the Board of Directors in its unfettered discretion determines that such exemption will not materially, lessen the natural appearances and scenic beauty of the Lake or determines that such exemption is necessary to protect the shoreline from erosion or from pollution.

Section 9. Piers. There shall be two pier designs. All piers shall be constructed in accordance with one of the two designs and building criteria adopted by the Architectural Review Committee and the location and extension of same into the Lake shall be approved by the Architectural Review Committee prior to commencement of construction, provided however, that in no event shall any structure extend into the Lake beyond the limits (distance) from the waterline of the Lot as established by the Architectural Review Committee.

Section 10. Sea Walls. There shall be no sea walls allowed on any lot in Westlake.

Section 11. Boat Houses. There shall be no boat houses allowed on any lot in Westlake.

Section 12. Other Regulations. The use of the Common Areas, Common Facilities and Lake 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 the Association, shall have the right and authority to lower the level of the Lake at such times as they or either of them believe it to be in the best interest of the lake and Property for the maintenance and preservation of fish and other wildlife.

The Declarant and/or 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.

Section 13. 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 buildings 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 or debris of any kind shall be dumped, place, or 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, invitee's, guests, servants, and agents shall refrain from any act or use of a Lot, Dwelling, or the Common Areas which would cause disorderly, unsightly, or unkempt conditions or which would result in 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, horns, whistles, cowbells, bells, or other sound devices except security and fire alarm devices used exclusively for such purposes shall be located, used, or place within the Property in such a way as to be objectionable to or offensive to an Owner of any Lot within the Property. Any Owner, or his family, tenants, guests, invitee's, servants, or agents, who dumps or place any trash or debris upon any portion of the Property shall be liable to the Association for the actual costs or removal thereof, and any sum shall be added to and become a part of that portion of the assessment net becoming due to which the Owner and his Lot are subject. The Declarant for itself and its successors and assigns specifically reserves the right to remove any exterior speaker or other sound device which is deemed by the Declarant or the Board of Supervisors to be a nuisance upon seven (7) days notice to Owner and Owner shall be liable to the Association for the actual costs or removal thereof, 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 14. Certain Controls. To implement effective and adequate erosion controls and protect the integrity of any part of any road or street bordering on any Lake, the Declarant and the Association, severally, their successors in title and assigns, and agents shall have the right to enter upon any Lot 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 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.

Section 15. Lake Easements. The Owners of all Lots in Westlake shall have full use of the Lake body and an easement is hereby reserved by the Declarant, its successors and assigns, for the use and benefit of the Owners of all lots in Westlake and an easement over, on, and across the entire body of water comprising such Lake, for the use and enjoyment of such Lake, is hereby granted to the Owner of any Lot in Westlake.

Notwithstanding anything herein to the contrary, it is understood and agreed that an Owner of a Lake Lot is vested with fee simple title to that portion of the Lake which covers their respective Properties, subject

only to the mutual easement for the use of the Lake, which easement rights shall be considered a common area for the maintenance, control and governance of the Lake as herein provided.

ARTICLE XIV.
DECLARANT'S RIGHTS AND RESERVATIONS

Section 1. Declarant's Rights and Reservations.

(A) No provision in the Articles, Bylaws, or this Declaration shall limit, and no Owner or the Association shall do anything to interfere with, the right of Declarant to subdivide or re-subdivide any portions of the Property, or realign any line common to two (2) Lots or between a Lot and a Common Area, or to complete improvements or refurbishments (if any) to and on the Common Area or any portion of the Property owned by the Declarant or to alter the foregoing or the construction plans and designs, or to construct such additional improvements as Declarant deems advisable in the course of development of the Property. Such right shall include the right to install and maintain such structures, signs, and sales office as may be reasonably necessary for the conduct of Declarant's business for completing the work and disposing of the Lots by sale, lease, or otherwise.

(B) 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 Owner, and each Owner hereby consents to such inconvenience or nuisance.

(C) 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 or on the 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 for the proper development and disposal of the Property. The Declarant need not seek or obtain Association approval of any improvement constructed or placed by Declarant on any portion of the Property.

(D) The rights of Declarant under this Declaration, and any interest or portion of Declarant's interest in any portion of the Property may be assigned by Declarant to any successor, by a recorded, written assignment. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as Declarant of Westlake, will be required before any amendment to this Article shall be effective while Declarant owns any portion (or Lot) of the Property.

(E) Declarant shall be entitled to the non-exclusive use of the Common Area without further cost for access, ingress, egress, use or enjoyment, in order to show the Property to prospective purchasers or lessees and dispose of the Property as provided herein. Declarant, its assigns and tenants shall also be entitled to the non-exclusive use of any portion of the Common Area which comprises drives or walkways for the purpose of ingress and egress and accompanying vehicle and pedestrian traffic to and from the Property.

(F) Each Owner hereby grants, by acceptance of the deed to a 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.

Section 2. Notwithstanding anything contained elsewhere herein to the contrary, all rights and duties conferred on the Association under all sections of this Declaration may be exercised by Declarant for ten (10) years following the execution of this Declaration as to the property described in Exhibit "A". Declarant may assign to the Association all rights reserved hereunder at any time prior to the expiration of the periods set forth above. Any rights reserved under this paragraph shall be automatically extinguished or divested, and vest in the Association at such time as Declarant has divested itself of all right, title, and interest in and to the Property or any annexed property unless such rights have been assigned as previously provided herein.

Section 3.

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(A) Authority of Declarant. Any person authorized by the Declarant may execute any document requiring the Declarant's signature and which relates to the interpretation, implementation or enforcement of this Declaration.

(B) Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred only and exclusively by the Declarant, with or without notice to the Association.

Section 4. Effective Date. This Declaration shall be effective when executed by Declarant and filed for record in the Land Records of Madison County, Mississippi.


Section 5. Additional Restriction. The Declarant reserves the right to place additional restrictions on the Common Areas in the instrument conveying the Common Areas to the Association.

NOW, THEREFORE, Declarant declares that all lots and homes transferred, sold, conveyed and occupied in Westlake shall be subject to the covenants, conditions, restrictions, easements, charges and liens as set forth in the Declaration of Covenants, Conditions and Restrictions of Westlake.

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

DECLARANT

WESTLAKE DEVELOPMENT, LLC, a Mississippi Limited Liability Company

By: 
W. Scott Gideon, Manager

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 8th day of August, 2019, within my jurisdiction, the within named *W. Scott Gideon*, who acknowledged that he is Manager of **WESTLAKE DEVELOPMENT, LLC**, a Mississippi Limited Liability Company, and that for and on behalf of the said Limited Liability Company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said Limited Liability Company so to do.

Madon

NOTARY PUBLIC

MY COMMISSION EXPIRES:
1-18-2023
[SEAL]

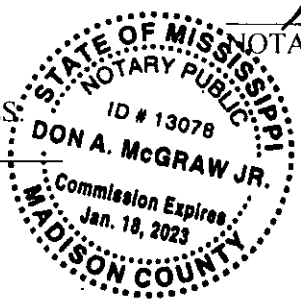


EXHIBIT "A"

DESCRIPTION – WESTLAKE - PHASE I

A parcel or tract of land, containing **109.4674 acres (4,768,401.50 Sq. Ft.)**, more or less, lying and being situated in Section 14, T8N-R1E, and Section 23, T8N-R1E, Madison County, Mississippi, being a part of the Westlake Development, LLC property described in Deed Book 3521 at Page 912 and the Thornberry Development, LLC property as described in Deed Book 3521 at Page 939 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 Westerly boundary of said Section 14, T8N-R1E, and the Easterly boundary of said Devlin Springs Two, run South 23 degrees 26 minutes 00 seconds East along the centerline of said existing thirty (30) foot Shell Pipeline Corporation easement, for a distance of 2,337.86 feet; thence

Continue South 23 degrees 26 minutes 00 seconds East along the centerline of said existing thirty (30) foot Shell Pipeline Corporation easement, for a distance of 516.16 feet; thence

Continue South 23 degrees 26 minutes 00 seconds East along the centerline of said existing thirty (30) foot Shell Pipeline Corporation easement, for a distance of 1201.50 feet to the Southerly boundary of the South ½ of the North ½ of said Section 23, T8N-R1E, Madison County, Mississippi, said point also lying on the Northerly boundary of Annandale North Subdivision, as shown on map or plat of same in Plat Book 6 at Page 6 of the Records of said Madison County, Mississippi; thence

Leaving the centerline of said existing thirty (30) foot Shell Pipeline Corporation easement, run East along the Southerly boundary of the South ½ of the North ½ of said Section 23, T8N-R1E, and the Northerly boundary of said Annandale North Subdivision, for a distance of 1,185.76 feet to the **POINT OF BEGINNING** of the herein described property; thence

Continue East along the Southerly boundary of the South ½ of the North ½ of said Section 23, T8N-R1E, and the Northerly boundary of said Annandale North Subdivision, for a distance of 2,466.14 feet to the Westerly boundary of Dewees Road, as it existed in June, 2019; thence

Leaving the Southerly boundary of the South ½ of the North ½ of said Section 23, T8N-R1E, and the Northerly boundary of said Annandale North Subdivision, run North 00 degrees 00 minutes 48 seconds East along said Westerly boundary of said Dewees Road, for a distance of 1,866.29 feet; thence

North 00 degrees 04 minutes 54 seconds West along said Westerly boundary of said Dewees Road, for a distance of 279.47 feet; thence

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

South 80 degrees 08 minutes 33 seconds West for a distance of 192.27 feet; thence
South 69 degrees 02 minutes 54 seconds West for a distance of 170.29 feet; thence
South 63 degrees 53 minutes 36 seconds West for a distance of 40.71 feet; thence
South 85 degrees 34 minutes 15 seconds West for a distance of 186.87 feet; thence
South 03 degrees 36 minutes 14 seconds East for a distance of 62.32 feet; thence
North 56 degrees 56 minutes 34 seconds West for a distance of 67.42 feet; thence
North 55 degrees 02 minutes 14 seconds West for a distance of 311.46 feet; thence
North 62 degrees 18 minutes 30 seconds West for a distance of 175.95 feet; thence
North 68 degrees 13 minutes 24 seconds West for a distance of 170.71 feet; thence
North 72 degrees 33 minutes 15 seconds West for a distance of 174.61 feet; thence
North 66 degrees 10 minutes 53 seconds West for a distance of 184.02 feet; thence
North 57 degrees 35 minutes 02 seconds West for a distance of 188.18 feet; thence
North 50 degrees 37 minutes 51 seconds West for a distance of 96.00 feet; thence
Continue North 50 degrees 37 minutes 51 seconds West for a distance of 88.54 feet; thence
North 54 degrees 51 minutes 52 seconds West for a distance of 158.57 feet; thence
North 60 degrees 31 minutes 39 seconds West for a distance of 158.57 feet; thence
North 66 degrees 11 minutes 27 seconds West for a distance of 158.57 feet; thence
North 71 degrees 51 minutes 14 seconds West for a distance of 158.57 feet; thence
North 73 degrees 20 minutes 39 seconds West for a distance of 176.89 feet; thence
North 70 degrees 01 minutes 25 seconds West for a distance of 177.32 feet; thence
North 68 degrees 21 minutes 53 seconds West for a distance of 12.12 feet; thence
South 21 degrees 42 minutes 20 seconds West for a distance of 214.73 feet; thence
South 21 degrees 47 minutes 59 seconds West for a distance of 60.00 feet; thence

62.50 feet along the arc of a 3395.00 foot radius curve to the left, said arc having a 62.50 foot chord which bears South 68 degrees 43 minutes 40 seconds East; thence

South 22 degrees 28 minutes 19 seconds West for a distance of 232.99 feet; thence
South 26 degrees 51 minutes 46 seconds West for a distance of 100.12 feet; thence
South 63 degrees 08 minutes 14 seconds East for a distance of 972.02 feet; thence
South 52 degrees 13 minutes 20 seconds East for a distance of 974.32 feet; thence
South for a distance of 741.46 feet; thence
West for a distance of 1,031.06 feet; thence
South 37 degrees 31 minutes 18 seconds West for a distance of 539.64 feet; thence

South 25 degrees 07 minutes 03 seconds East for a distance of 81.81 feet; thence
South 61 degrees 22 minutes 45 seconds East for a distance of 180.61 feet; thence

23.34 feet along the arc of a 20.00 foot radius curve to the right, said arc having a 22.04 foot chord which bears South 56 degrees 33 minutes 50 seconds West; thence

South for a distance of 100.00 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

Book 3752
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Intentionally