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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
GRAHAM RIDGE SUBDIVISION, PHASE I
TISHOMINGO COUNTY, MISSISSIPPI**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, is made, published and declared this ___ day of _____, 2024, by and between _____ (each, an “Owner”; collectively, the “Owners” or the "Declarants") and any and all person, firms, or corporations hereinafter acquiring any of the within described property:

WHEREAS, the Declarants are the fee simple owners of one or more tracts of land comprising the subdivision known as **Graham Ridge Subdivision, Phase I**, situated in Tishomingo County, Mississippi, which property is more particularly described on Exhibit "A" attached hereto (the "Property" or the “Subdivision”); and

WHEREAS, the Subdivision consists of multiple residential lots, together with certain common areas for the use, benefit and enjoyment of the owners of the lots in common with each other; and

WHEREAS, a Declaration of Covenants and Restrictions of Graham Ridge Phase One Subdivision was filed at Instrument No. 1996185181 in the Office of the Chancery Clerk of Tishomingo County, Mississippi (the “Original Declaration”); and

WHEREAS, a First Amendment to Declaration of Covenants and Restrictions of Graham Ridge Phase One Subdivision, was filed at Instrument No. 2006264500 in the aforesaid clerk's office (the "First Amendment"); and

WHEREAS, the Declarants now wish to amend and restate the Original Declaration, and previously amended by the First Amendment, by amending and restating in full said Original Declaration and First Amendment; and

WHEREAS, it is to the benefit, interest and advantage of the Declarants, the Lot Owners (as hereinafter defined) and of each and every person or other entity hereafter acquiring any interest in the Property that certain covenants, restrictions, easements, assessments and liens governing and regulating the use and occupancy of the same be established, fixed, set forth and declared as covenants running with the land.

NOW, THEREFORE, in consideration of the premises the Declarants do hereby publish and declare that all or any portion of the Property described in Exhibit "A" is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations (and subject to all easements, conditions, restrictions, etc., as set out in the Subdivision Plats, if any) all of which are declared and agreed to be in the furtherance of a plan for the development and improvement of the said Property, and the said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the Declarants, and any person or legal entity acquiring or owning any interest in any portion of the said Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I. DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

1. "Association" shall mean and refer to the GRAHAM RIDGE HOMEOWNERS ASSOCIATION, INC., a non-profit, non-stock corporation 'incorporated under the laws of the State of Mississippi, its successors and assigns. The Association Charter and Bylaws are attached hereto marked Exhibits "B" and "C" respectively and made a part hereof.
2. "Developer" shall mean Ruth Beard Smith, her successors and assigns.
3. "Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions, and Restrictions, and any supplementary declaration filed hereto, as this Declaration may, from time to time, be amended in accordance with its terms.
4. "Lot" shall mean and refer to the plots of land designated on Exhibit "A" attached hereto.

5. "Member" shall mean and refer to every Person who holds membership in the Association.
6. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest as security for the performance of an obligation, provided however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.
7. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.
8. "Property" or "Properties" shall mean the portions of the real property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
9. "Common Area" shall mean any and all real property owned or maintained by the Association for the common use and enjoyment of the members of the Association. The Common Area to be owned or maintained by the Association at the time of the conveyance of the first Lot is to include any common fencing installed by the Developer in connection with the Subdivision or any common area; any and all common landscaping; entry signs and/or monuments and their associated easement areas; and any common mailbox and its associated easement area.
10. "Easement Areas" shall mean all those areas depicted on Exhibit "A" or the recorded plat of the Subdivision within which are the water services, and other utilities, if any, shall be located.
11. "Improvements" shall mean: the structures, wall, pavement, plantings and other additions built or placed on the Lots. It is intended that the Improvements reasonably meant for the Owner of a particular Lot will lie entirely within said Lot as referred to hereafter. In the event, that by reason of construction, settlement, reconstruction or shifting of the Improvements, any minor part of the Improvements reasonably intended for a particular Lot lies outside that Lot, an easement of use shall apply thereto in favor of the Lot to be benefited.

ARTICLE II. PROPERTY

1. Property Subject to Declaration. That certain real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Tishomingo County, Mississippi, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE III. THE ASSOCIATION

1. **Members.** Every Person as defined, who is a record owner of a fee or undivided fee interest of any of the Lots within the Property shall be a Member of the Association, as defined, provided, however that anyone who holds such interest solely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from the ownership of any of the Lots within the development. Ownership of such Lot shall be the sole qualification for membership.

2. **Voting Rights.** The voting rights of the membership shall be appurtenant to the ownership of a Lot, each Owner of a Lot being entitled to one (1) vote for each Lot owned; provided however, until such time as the Developer has sold all Lots in the Subdivision, the Developer shall have 10 votes for each Lot owned.

3. **Secured Parties.** No individual or legal entity holding title to a Lot as security for any debt or obligation shall be considered as Owner of such Lot, and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any question or matter affecting the administration of the Association, except as otherwise provided herein.

4. **Voting.** At every meeting of the Members, each of the Members shall have the right to cast his vote on each question. The vote of the Members representing a fifty-one percent (51%) majority of the total votes cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute or of the corporate Charter, or this Declaration, or of the By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other Owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

5. **Proxies.** A Member may appoint any other Member or the Developer or any other person permitted by law or by the By-Laws as his proxy. In no case may any Member (except the

Developer) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by the Association's By-Laws

6. Quorum. The presence, either in person or by proxy, of Members representing at least fifty-one percent (51%) of the total votes entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of Members. If the number of Members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

ARTICLE IV. PROPERTY RIGHTS

1. Owners' Easement of Environment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- a. The right of the Association, as provided in its Articles and By-Laws, to suspend any enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

- b. The right of the Association to provide for and establish easements and rights-of-way created hereby on all streets, and to regulate parking, motorized and non-motorized vehicular traffic.

- c. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of maintaining and improving the Common Areas which the Association is to maintain.

- d. The right of the Association to dedicate or transfer all or any part of the Common Area 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 an instrument signed by Members entitled to cast three-fourths (3/4) of the votes hereof has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance such dedication or transfer.

- e. No Owner or occupant of any Lot in the Subdivision shall allow its mail, shipment boxes, or other such materials or debris to accumulate at the common mailbox area, nor shall any improvements be constructed by any Owner or occupant of any Lot which would unduly restrict access to the common mailbox by the other Owners or occupants.

2. Reserved Easements. In addition to any easements denoted on any plat of the Subdivision, there is hereby reserved by Developer an easement ten (10) feet in width along

and adjacent to each lot line (front, sides, and rear) for utility installation, maintenance, and drainage purposes. Each Lot owner shall be responsible for the maintenance of any easements located on its Lot. Further, there is hereby reserved by Developer an easement across the unenclosed portion of each Lot for mowing and limb and rubbish removal. Notwithstanding the foregoing, nothing contained in this Section 4.02 shall be construed to create any obligation or duty of the Developer to provide any service or improvement to utilize the easements reserved herein.

ARTICLE V. MAINTENANCE, REPAIR, AND INSURANCE

1. Association responsibilities. The Association shall provide and pay for all maintenance and expenses for the Common Area. Notwithstanding the foregoing, the costs to repair any damage or destruction to the Common Area caused by any Owner or occupant of any Lot in the Subdivision, beyond normal wear and tear, shall be the responsibility of such Owner or occupant, who shall immediately reimburse the Association for such costs upon demand. Any costs not paid upon demand by the Association shall be a lien on said Owner or occupant's Lot in accordance with Article VI of this Declaration. The real property taxes on the Common Area, if any, shall also be paid for by the Association.
2. Interior and Exterior Maintenance by Individual Lot Owners. Each Owner of a Lot shall be responsible for all interior and exterior maintenance, painting, repair, and upkeep on his Lot and the improvements thereon. Each Owner shall also be responsible for the upkeep and maintenance of his individual yard and the landscaping thereof. No unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile, inoperable motor vehicles, or unsightly objects shall be allowed to be placed or remain anywhere on any Lot.
3. Reserved.
4. Stormwater and Erosion Control. Each Lot Owner is prohibited obstructing the free flow of water drainage, or diverting or changing such drainage in any manner that results in any damage to any other Lot or Lot Owner. Furthermore, each Lot Owner shall be responsible for maintaining their respective Lot in such condition as to minimize damage to such Lot and any other Lots or adjoining property from erosion, sediment deposits, and storm water, and for compliance with all governmental regulations as to storm water and erosion control.

ARTICLE VI. ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the

Association: (i) annual assessments or charges; (ii) special assessments for capital improvements, and (iii) emergency assessments as provided in the By-Laws, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual, special and emergency assessments, together with such interest hereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due.

2. Annual Assessments and Carrying Charges of the Association. Each Member of the Association shall pay to the Association an annual sum (herein sometimes referred to as "assessments" or "carrying charges") equal to the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:
 - a. The cost of all operating expenses of the Association and services furnished, including charges by the Association for its facilities, if any; and
 - b. The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and
 - c. The cost of extended liability insurance and the cost of such other insurance as the Association may effect; and
 - d. The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or reserve for replacements; and
 - e. The estimated cost of common utilities, and/or fences, signs, masonry walls, landscaping.

Except as provided in Paragraph 6.09 of this Article VI, the Board of Directors of the Association shall determine the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, but may do so at more frequent intervals should circumstances so require as provided in the By-Laws written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

3. Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement for which the Association is specifically responsible or for such other purposes as the Board of Directors may consider necessary, provided that such assessment shall have the assent of the Members representing two-thirds (2/3) of the total number of votes eligible to be cast. A meeting of the appropriate Members shall be duly called for this purpose, written notice of which shall be sent to all Members at least ten

(10) days but not more than thirty (30) days in advance of such meeting, which notice will set forth the purpose of the meeting.

4. Non-Payment of Assessments. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Member to pay such assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to the By-Laws, or any installment thereof, may be maintained without foreclosing or waiving the lien herein and by the aforesaid statute created to secure the same.

Any assessment levied pursuant to this Declaration or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Mississippi, and may, by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty or "late Charge" as the said Board may fix. The Association may bring an action at law against the Member personally obligated to pay the same, or foreclose the lien against the Lot or Lots subject to prior mortgages or deeds of trust upon the Lot or Lots; then belonging to said Member; in either of which events, the Association may collect from the said Member interest, costs and reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common area or abandonment of his Lot.

For the purpose of enforcing the lien of any unpaid and delinquent assessment, each Lot Owner grants the Board of Directors of the Association irrevocably the power to sell his Lot at public outcry to the highest and best bidder for cash. The Board of Directors is authorized to make such a public sale if and only if such sale is made subordinate to any prior recorded mortgage or Deed of Trust upon the Lot. The Association is hereby authorized to take any and all courses of action available to it for collection of the assessment which the laws of the State of Mississippi allow. Any such sale shall be made after first advertising the sale of said property for twenty-one (21) days by three (3) weekly publications in some newspaper of general circulation in the County of Tishomingo, State of Mississippi giving notice of the time and place of such sale and by written notice of the time and place of such sale of the Owners Lot. Any sale of a Lot to enforce a lien for delinquent and unpaid assessments shall be free from all rights of redemption, (both equitable and statutory) homestead, and dower and all other exemptions, all of which are expressly waived by the Lot Owners; and any such sale and the lien enforced thereby shall take precedence over and have priority over any and all other liens of every nature against the Lot except real estate and ad valorem taxes assessed against the Lot and the recorded first mortgage. The proceeds of any such sale, whether under the power of sale or by foreclosure suit,

shall be applied first to the payment of the expenses of sale or litigation, attorneys' fees, and sales commission; and second, to the payment of real estate and ad valorem taxes assessed against the Lot and any prior recorded or preferred mortgages or deeds of trust; and third to the payment of all amounts due the Association under the terms of the Declaration and By-Laws; and the balance, if any to the Lot Owner whose Lot is sold, or to his assigns. Upon any default in the payment of any assessment, the Board of Directors shall have the right to all rents, issues and profits from the Lot in default and shall have the right to secure the payment through notice to those in possession of the Lot or by entry into possession in the same manner as the mortgagee entering into possession following default.

All rights, remedies and privileges granted to the Board of Directors or a Lot Owner, pursuant to any terms, provisions and covenants or conditions of the Declaration and By-Laws shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Declaration and By-Laws or at a law or in equity.

The Association may notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days.

5. Acceleration of Installments. Upon default in the payment of any one or more installments of any annual assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.
6. Priority of Lien. The lien established by this Article shall have preference over any other assessments, liens, judgments, or charges of whatever nature, except the following:
 - a. General and special assessments for real estate taxes on a Lot; and
 - b. The liens of any first mortgage, deeds of trust, or any lien or deed of trust or mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment of the lien thereon or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien was current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.
7. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot shall be subordinate to and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over other mortgages) upon such interest made in good faith and for value received, provided, however, that such subordination shall apply only to assessments which have

become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure, and shall not in such instance apply to claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Lot Owners, including the mortgaged units. Such sale or transfer shall not relieve the purchaser at such sale of the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment which said lien, if any, claimed shall have the same effect and been forced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof a (or the indebtedness secured thereby) shall join in the execution of such amendment.

8. Additional Default. Any recorded first mortgage secured by a Lot shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby) but failure to include such provision any such mortgage shall not affect the validity or priority thereof (and the protection extended secured thereby) by reason of Section 6.08 of this Article shall not be altered, modified or diminished by reason of such failure.
9. Annual Assessment. The Annual Assessment shall initially be \$0.00 until modified by the Board of Directors. Notwithstanding anything herein to the contrary, Developer shall not be required to pay any assessments for Lots it owns.
10. Late Fees and Interest. The Association may assess default interest for any past due Assessment and other past due payments and such amount shall bear interest at the such rate of interest as may be set by the Board of Directors, subject to the maximum allowed by applicable law, from the date due until paid. In addition to the required past due payment and the interest due thereon, the Association may assess a late charge equal to five percent (5.00%) per annum on any amount past due.

ARTICLE VII. ARCHITECTURAL CONTROL

1. Architectural Committee. The Developer may create an "Architectural Committee". The initial Architectural Committee shall be appointed by the Developer. Initial Committee members need not be Owners. These individuals shall serve for a period of two (2) years, or unless they resign from the Committee by written notice to the Board of Directors of the Association. Upon the expiration of two (2) years from the date hereof, or the earlier resignation of the Initial Committee, the Board of Directors of the Association may then appoint the unfilled positions on the Architectural Committee, which shall be composed of at least three (3) or more individual Lot Owners and at not more than (1) non-Lot

Owner. The affirmative vote of the majority of the membership of the Architectural Committee shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein. The Board of Directors may add committee members as desired to the initial members.

2. Approvals Necessary. Rules of Committee and Remedies for Violations. Upon the formation of an Architectural Committee, and with the exception of improvements made by the Developer, no structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots within the Property nor shall any existing structure, fence or barrier upon any Lot be painted or altered in any way which materially changes the exterior appearance thereof, without the written consent of the Architectural Committee; nor shall any new use be commenced on any Lot unless plans and specifications (including a description of any proposed new use) shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, including but not limited to:
 - a. A site plan of the Lot showing the nature, exterior, color, scheme, kind, shape, height, materials, and location with respect to said Lot (including proposed front, rear and side setback) of all structures, fences or barriers, and location of all parking spaces and driveways on the Lot; and
 - b. Grading and landscaping plans for the particular Lot.

The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots including, without limitation, the exterior lighting and planting disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee; at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee in its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter provided that the plans and specifications as approved in any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, or barriers on and uses of the Lot in question.

In the event the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided within ten (10) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

If any structure, fence, or barrier shall be altered, erected, placed, or maintained upon any Lot contained therein or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee as required herein, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein and upon written notice from the Architectural Committee any such structure, fence or barrier so altered, erected, placed or maintained upon any Lot, in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation.

In fifteen (15) days after the notice of any violation of any provision of this Declaration, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such with the Office of the Chancery Court Clerk of Tishomingo County, Mississippi.

Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such: structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such certificate shall be at the expense of the Owner or Owners of such Lot. Any certificate of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated and as to any purchaser or encumbrancer in good faith and for value or as to any title insurer, such certificate shall be conclusive evidence that all structures on the section and the use or uses described therein comply with all the requirements as to which the Architectural Committee exercises any discretionary or interpretive powers.

The Architectural Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted.

Any agent of Developer or the Architectural Committee may, at reasonable times, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions of these restrictions, and no such person shall be deemed to have committed a trespass or other wrongful act by reason of such entry or

inspection.

The Association or any Owner of any Lot contained within the Subdivision shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Lot in the Subdivision. Failure by any Owner or the Association to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

Should a request from the Committee come from a Committee member, the other members of the Committee shall select a disinterested Lot Owner to take the place of the Committee member making the request.

ARTICLE VIII. GENERAL COVENANTS AND USE RESTRICTIONS

1. Residential Use and Subdivision of a Lot. No Lot shall be used except for private residential purposes. No Lot in the Subdivision shall be subdivided or combined with any adjoining Lot. No Lot shall be used as a road to another Lot to access any other adjoining property. Further, no Lot owned by any other Lot owner other than the Developer or its assigns shall be held or used as a vacant lot for privacy purposes, extra yard space, or other such uses; it being the intent of the Developer that each Lot shall be improved with a residence.
2. General Covenants, Prohibited Uses and Nuisances. In order to provide for a congenial occupation of the homes within the Subdivision, and to provide for the protection of the values of the entire Property, the use of the Lots and any improvements thereon shall be in accordance with the following provisions:
 - a. No structures of a temporary character, trailers, tents, shacks, garages, barns or other out-buildings shall be used on any portion of the Property at any time as a residence or business, either temporarily or permanently.
 - b. In the event any Lot or any improvements thereon are damaged or destroyed by fire or other such casualty loss, the Owner shall diligently commence all debris removal, repair, and / or reconstruction as soon as commercially practicable following such casualty loss, but in no event beyond 90 days from the date of such loss. All construction activities on any Lot, either new construction or repair / reconstruction following a casualty loss shall be completed within nine (9) months from the date of commencement, unless otherwise approved by the Architectural Committee.
 - c. No residence or other building shall be constructed without the construction plans first being approved by the Architectural Committee. Said construction plans shall be submitted to the Architectural Committee for its review and approval, with the Architectural Committee to provide its approval or any objections within ten (10) days after receipt of said plans. The

Architectural Committee's failure to issue its approval or objections with the ten (10) day review period shall automatically deem the plans to be acceptable. The minimum building setbacks shall be those as set forth on the recorded plat of the Subdivision. No buildings or structures shall be moved from other locations to a Lot in this Subdivision. Construction shall be completed within one (1) year following commencement of construction.

d. All utility service to any residence or outbuilding shall be run underground.

e. The minimum interior heated living area of a single-family dwelling, exclusive of open porches, carports and garages, shall be a minimum of 950 square feet. This space does not include heated porches, garages, or other areas not normally considered as a part of the living area. Permitted exterior finishes shall be brick; natural stone, or other masonry material as may be approved by the Architectural Committee. The exterior of each residence shall be at least 75% brick, natural stone, or other masonry material as may be approved by the Architectural Committee. No more than 25% of the exterior of each residence may be permitted siding. No buildings shall be more than three stories in height. No mobile homes or modular homes are allowed.

f. Fences. No fence shall be allowed to extend beyond the front of the dwelling located on any Lot. Any fence shall complete a full enclosure using the dwelling as a side. The location of any fence in any other area shall be approved by the Architectural Committee as provided in Article VII of this Declaration. All fencing in the Subdivision shall be constructed of wood, be stained, and be of a common design as designated and approved first by the Architectural and then Tishomingo County. Any wood fence that can be viewed from the street, shall have smooth side facing said street. No fences shall be constructed of pine wood or chain link. If an approved fence is located on a property line between two Lots, it shall be maintained and repaired jointly by the Owners of both Lots. There shall be an access gate upon each of said approved fences for the purpose of allowing utility personnel and other public employees access to the Lots in the performance of their respective public duties. Said access gates shall at all times remain unlocked and unobstructed and no Owner of a Lot shall hinder, obstruct, or otherwise prevent the free and complete lawful use thereof by public employees.

g. Other miscellaneous restrictions:

- i) All roofs of all buildings erected on a Lot shall be comprised of a dimensional shingle material, unless otherwise approved by the Architectural Committee. Materials, weight, color, and textures of roofs must be approved by the Architectural Committee. Accent roofs may be copper.
- ii) All shutters must be wood (no plastic shutters allowed).
- iii) All exterior colors must be earth tones or neutral colors.
- iv) All siding is to be masonry, Hardi-plank, wood-grained or textured siding. Vinyl siding is not allowed. Stucco board is not allowed.

- v) Aluminum columns are not allowed.
- vi) Doors visible from the street must be wood or fiberglass.
- vii) All windows shall be vinyl, vinyl clad, or wood. Aluminum or metal windows are not allowed.
- viii) All flashing visible from the street must be copper.
- ix) All main roof pitches must be at least 6/12 or otherwise approved by the Architectural Committee.
- x) No front yard parking pads.
- xi) No window A/C or heater units shall be allowed.
- xii) Each builder shall provide one or more portable toilets for use during construction of any structure.
- xiii) All driveways shall be concrete, asphalt, or other such impervious substance.

h. No obnoxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance, including, without limitation, activities which may cause unreasonable noise and/or unsightly conditions. No sound shall be emitted on any part of the Property which is unreasonably loud or annoying. No odor shall be emitted on any part of the Property which is noxious or offensive to others. Each residence may hold up to two (2), two-day garage / yard sales per calendar year.

i. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of the Lots, except that dogs, cats or other household pets may be kept, provided that no more than two (2) in the aggregate may be kept at any one time and further provided that they are not kept, bred or maintained for any commercial purpose. All pets shall be confined within homes or fenced areas or restrained by leash at all times. Each Owner shall prevent its pet(s) from soiling walks, paths, and all portions of the Common Area and, and if so soiled, shall immediately clean and properly dispose of such waste.

j. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Developer to maintain, during the period of the sale of said Lots, upon such portion of the Property as Developer deems necessary, such facilities, as in the sole opinion of Developer, may be reasonably required, convenient or incidental to the sale of said Lots, including, but without limitation, a business office, storage area, construction yard, signs, model units and sales office.

k. All signs, billboards, or advertising structures of any kind are prohibited except for two (2) professional signs of not more than sixteen (16) square feet to advertise a Lot for sale or lease during a sales period and except for signs, billboards, or advertising structures erected by or on behalf of Developer during the development and sales period of the Developer's property and unsold Lots. No sign is permitted to be nailed or attached to trees. All signs to be approved by Tishomingo County. All builder signs to be removed within five (5) days after final inspection by Tishomingo County. No other signs whatsoever, unsightly objects, or

nuisances shall be erected, placed or permitted to remain on the Property, nor shall the Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activity of any kind whatever shall be conducted in any building or in any portion of the property.

l. No clothesline may be used or maintained on any Lot.

m. No windsocks, elevated bird houses or solar panels. Nothing shall be placed on exterior walls or roofs or in windows or on doors of the improvements which would create an unsightly appearance.

n. No leasing or rental of any structures on any of the Lots shall be permitted, either long term or short term, including but not limited to AirBNB, VRBO, or the like.

o. All garbage, gardening materials, accumulated waste, dead or severed plant material and trash shall be placed in and kept in covered containers. Wheeled garbage buggies, garbage cans, or other refuse shall not be placed at or near any street earlier than 6:00 p.m. the evening prior to garbage collection and said buggies shall be removed before 6:00 p.m. on the day of collection.

p. There shall be no violation of any rules or regulations which may from time to time be adopted by the Association for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property and promulgated to the members in writing. The Board of Directors is hereby authorized to adopt such rules and regulations.

q. Homeowners' and guests' vehicles must be parked in the respective homeowners' driveway. No parking is allowed in any yard or on any streets, except when moving, landscaping, doing home improvements, or such other temporary use. It is strictly prohibited to store or park junk or inoperable automobiles on or about any of said units. The repairing of automobiles other than on an emergency basis shall be prohibited. All motorized vehicles parked on the Property must be licensed and in operating condition. No recreational vehicles (including but not limited to boats, boat trailers, house trailers, camping trailers, motorcycles, or similar type items), or commercial vehicles shall be stored or kept on any Lot, unless in a closed garage or completely out of view from any of the other Lots in the Subdivision, nor parked on the streets serving the Subdivision, unless immediately engaged in transporting to or from a residence in the Subdivision. Furthermore, no car, truck, van, trailer, boat, or other recreational or commercial vehicle shall be parked and advertised for sale within the Subdivision.

r. Without prior written approval and the authorization of the Architectural Committee no exterior television or radio antenna, satellite dish or other similar device may be erected, placed, allowed or maintained upon any portion of the Property or any improvements. The Architectural Committee shall be empowered to decide upon and dictate particular placement

and structure of such device as a condition to approval, subject to the provision of applicable laws, codes, ordinances and regulations. Satellite dishes shall not be installed where visible from the street.

s. Vegetable gardening will be allowed only in rear fenced yards of Lots.

t. No statues, monuments, or lawn ornaments of any kind will be permitted on any Lot without the written consent of the Architectural Committee.

u. There shall be no exterior fires whatsoever except wood, charcoal, or gas fueled barbecue fire wholly contained within receptacles designed for such purposes and equipped with burners for such purpose.

v. No individual mailboxes shall be permitted. Mail service will be provided via the common cluster mailbox which shall be maintained by the Association.

w. No swimming pools and/or hot tubs and their accessory structures are allowed on any lot, except for any lot designated by the Developer or the Architectural Committee for that purpose.

x. All equipment, garbage cans, service yards, mechanical equipment, woodpiles, and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of streets and neighbors. All rubbish, trash, or garbage shall be regularly removed from the Lots and shall not be allowed to accumulate thereon at any time, including during periods of construction.

y. All exterior lighting on each Lot shall be of a consistent style and character. All lighting on each Lot shall be constructed and maintained to provide illumination for that Lot only, and as to avoid illumination of adjacent Lots and areas.

z. All existing surface drainage must be maintained. Swales may be constructed to prevent drainage directly onto buildings, but in no case shall surface drainage be diverted or obstructed by means of fences or on-site grading to cause the shared sheet surface drainage to enter upon any adjacent Lot.

aa. The discharge of firearms in the Subdivision is strictly prohibited. The use of fireworks in the Subdivision is prohibited.

bb. No soliciting is allowed on the Property.

cc. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

dd. No detached storage building, shed, or other out-building shall be allowed upon any Lot.

ee. No portion of any dwelling on any Lot shall be located nearer than forty (40) feet to the front lot line, nor shall the front of any dwelling be located further than forty-five (45) feet from the front lot line. No dwelling shall be located within thirty (30) feet of the rear lot line or within ten (10) feet of any interior lot line.

ff. Developer reserves unto itself the right to impose additional and separate restrictions at the time of sale of any Lots sold by it in this Subdivision, which said restrictions may not be uniform, but may differ as to different Lots. Developer further reserves the right at any time to change the boundary lines on any Lots owned by it provided the Developer complies with all ordinances and regulations of Tishomingo County. Developer further reserves the right to impose or remove or change easements on any Lots owned by it, if such should become necessary or be deemed desirable to preserve trees or topographical features or to otherwise enhance the desirability of such Lots, provided the Developer complies with all ordinances and regulations of Tishomingo County. If Developer determines to take such action provided for above, no other Owner of a Lot in the Subdivision shall be required, or permitted, to join in any application to any governmental authority for approval of such action.

ARTICLE IX. MISCELLANEOUS

1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for thirty (30) years from the date hereof, unless otherwise expressly limited herein, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of seventy-five percent (75%) of the Lots, has been recorded, agreeing to change said covenants and restrictions in whole or in part. During the first two (2) years from the date of the recording of this Declaration, it may be amended by an instrument signed by Owners holding not less than fifty percent (50%) of the votes of the membership, and in addition, any such amendment MUST be approved by Developer provided Developer is still an Owner of one or more Lots. Thereafter, unless specifically prohibited herein, Articles I through IX of this Declaration may be amended by an instrument signed by Owners holding not less than seventy-five percent (75%) of the votes of the membership at any time. Any amendment must be properly recorded to be effective.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEVELOPER RESERVES THE RIGHT FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND THIS DECLARATION IN WHOLE OR IN PART TO CONFORM THIS DECLARATION TO THE REQUIREMENTS OF ANY

GOVERNMENTAL AGENCY, FEDERAL, STATE, OR LOCAL, AND FOR THE REQUIREMENTS OF ANY MORTGAGE LENDER, OR IF IN THE SOLE OPINION OF THE DEVELOPER AN AMENDMENT IS REQUIRED TO INSURE THE ORDERLY DEVELOPMENT OF PROPERTY. FURTHERMORE, AT ANY TIME HEREAFTER, DEVELOPER MAY UNILATERALLY AMEND THIS DECLARATION TO MAKE IT BINDING UPON ANY FUTURE PHASES OF THE GRAHAM RIDGE SUBDIVISION.

2. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a Member on the records of the Association at the time of such mailing.
3. Enforcement. The Developer, the Association, or any Member, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot. collectable in the same manner as assessments hereunder.
4. Right to Expand. The right is reserved to Developer, without the necessity of approval or permission from any party to expand the Property in one or more increments. The size of such additional lots and the size, style, and other characteristics of the improvements located on such additional lots may not be the same as the original Lots and improvements thereon.
5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.
6. Waiver. No restriction, condition, obligation, or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
7. Gender, Etc. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.
8. To the extent that any of these covenants, conditions, and restrictions are less restrictive than any other governmental ordinances or regulations, thence such governmental

ordinances or regulations shall govern.

9. Grandfathering of Existing Improvements. All structures and uses of properties within the subdivision that were lawful and in existence as of the effective date of this Declaration shall be deemed "grandfathered" and exempt from compliance with any newly established or modified requirements set forth herein. This exemption applies exclusively to the current state and use of the properties and does not extend to any future modifications, expansions, or changes in use. Any alterations, extensions, or modifications to the existing structures or their uses shall comply fully with this Declaration, together with any subsequent modifications or amendments, in effect at the time such changes are proposed. The grandfathered status does not extend to any new construction or significant alterations that alter the size, structure, or use of the property from its state as of the effective date of this Declaration.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

SIGNATURE PAGE TO
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR
THE GRAHAM RIDGE SUBDIVISION
TISHOMINGO COUNTY, MISSISSIPPI

IN WITNESS WHEREOF, the undersigned being the Declarants herein, have caused these presents to be signed as of the day and year first above written.

[INSERT SIGNATURES AND NOTARY BLOCKS]

Exhibit "A"

(TO BE INSERTED)

Exhibit "B"
Articles of Incorporation

(to be inserted)

Exhibit "C"

By-Laws of the Graham Ridge Homeowners Association, Inc.

