

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF MADISON  
STATE OF MISSISSIPPI

IN THE MATTER OF REZONING OF  
CERTAIN LAND SITUATED IN SECTION 26  
TOWNSHIP 8 NORTH, RANGE 2 EAST/WEST  
MADISON COUNTY, MISSISSIPPI

PETITIONER:

TWISTED OAKS, LLC

**PETITION TO REZONE AND RECLASSIFY REAL PROPERTY**

Comes now Twisted Oaks LLC, owner of the hereinafter described land and property, and files this petition with the Board of Supervisors of Madison County, Mississippi, to rezone and reclassify a tract or parcel of land situated in Section 26 Township 8 N, Range 2 E, Madison County, Mississippi, more particularly described as follows, to-wit:

SEE EXHIBIT "C"

Property Description and Attached Legal Description

from its present Zoning District Classification of **R-1 Residential** District to a **R-2 Residential** District, with a **PUD District Overlay** in support thereof would respectfully show as follows, to-wit:

1. The subject property consists of **80** acres.
2. The zoning proposed is not in compliance with the adopted Land Use and Transportation Plan of Madison County, but is the highest and best use.
3. List of changes or conditions that support rezoning and reclassification:

SEE EXHIBIT "A"

Master Plan for Development

SEE EXHIBIT "B"

Aerial View of Surrounding Properties

IN past years numerous changes and conditions have occurred in proximity to the subject property which support the need for the reclassification. The R-2 PUD Overlay is consistent and supportive of these various changes. A review of the Exhibit "B" will show that the following Developments are either completed or in various stages of completion.

Recent Residential Developments: (Change in Neighborhood)

1. Whitney Ridge
2. Sage Field
3. Twin Cedars
4. Bradshaw Ridge
5. Bear Creek Crossing
6. Hannover
7. Kemper Creek
8. Hampton Hills
9. Sweetbriar
10. Magnolia Pointe
11. Harvey Crossing

The above referenced subdivisions, most of which are in final stages or completed, range in scale from large acreage tracts to smaller pocket developments. The square footage minimum range varies from 1400 square feet upwards to large lot 2400 square foot minimums.

In the past five years new schools have been constructed in the Gluckstadt Community. Madison Crossing Elementary KG-5, Germantown Middle 6-8, Germantown High School all comprising Madison Crossing Attendance Zone.

Along the Highway 51 corridor and Yandell Road new Commercial Shopping is available. New connecting roads to the Parkway East, new I-55 intersection, Madison County has completed plans and specifications for the improvement of Yandell Road.

The R-2 PUD Overlay District is consistent with the present zoning of properties to the South and East. See Exhibit "D"

Attached hereto as Exhibit "E" is a Letter from Bear Creek Water Association relating to available utilities.

WHEREFORE, PREMISES CONSIDERED, Petitioners respectfully request that this petition be received, and after due consideration, the Board of Supervisors of Madison County will enter an order amending the land use plan to reflect the rezoning, and reclassifying of this property from its present R-1 Residential District classification to R-2 Residential District.

Respectfully submitted, this the 1<sup>st</sup> day of November, 2012.

TWISTED OAKS, LLC, Petitioner

By: Barry Jackson  
Barry Jackson, Member



Project Narrative  
for  
Glenwild Development

Glenwild is a proposed Planned Unit Development located on Yandell Road diagonally across from Madison Crossing Elementary School. Presently, the total area considered for development is 80 acres of open rolling farm land. The requested zoning is R-2 with a PUD District overlay. The consideration of the PUD overlay was to allow for greater flexibility in neighborhood design and therefore greater continuity in creating a new South Madison community.

Glenwild as considered will have two entrance/exit points off of Yandell Road. The entrances as well as the landscaped frontage along Yandell shall be professionally designed to create an aesthetically pleasing experience for the residents and the surrounding community. The fifteen percent (15%) open space requirement of the PUD will place twelve (12) acres of land for the use of the residents. As indicated on the Master Plan, a centrally located Common Area of almost six acres will be constructed with green and hard landscaping, a pavilion, pool, playground and walks. Open-field play as well as picnics will be encouraged in the park-like atmosphere.

Conceptually, the linear design of the subdivision allows for an efficient use of both the land and infrastructure. It is anticipated that the streets will be lighted with appropriate street signage to assist and control traffic in a safe and orderly manner. Sidewalks will be required to be constructed connecting each lot with pedestrian access. Restrictive Covenants will direct the overall architectural character of the residences and provide for the protection of home ownership and property values by defining both acceptable and unacceptable activities in the neighborhood.

Glenwild will strive to be a neighborhood people want to come home to. The Master Plan represents a total of 246 residential lots or a design density of seventy five percent (75%) of the allowed Maximum Residential Development Density by the PUD designation. Although the PUD zoning actually allows for a higher density, due to aesthetical considerations and the desire to provide other recreational opportunities the higher density is not requested. The square footage of the residences shall be 1600 square feet minimum, keeping Glenwild consistent and compatible with neighboring projects such as Hannover, Kemper Creek and adjoining properties. Architectural design such as exterior finishes as well as roof pitches will be established to provide a consistent standard for building. Landscape requirements will designate that each new home have a minimum of two trees planted to, in effect, "re-forest" the neighborhood. Detention basins will be designed and maintained with mowable slopes and treated as water features in lieu of a mechanical drainage component.

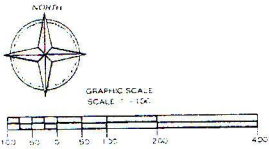
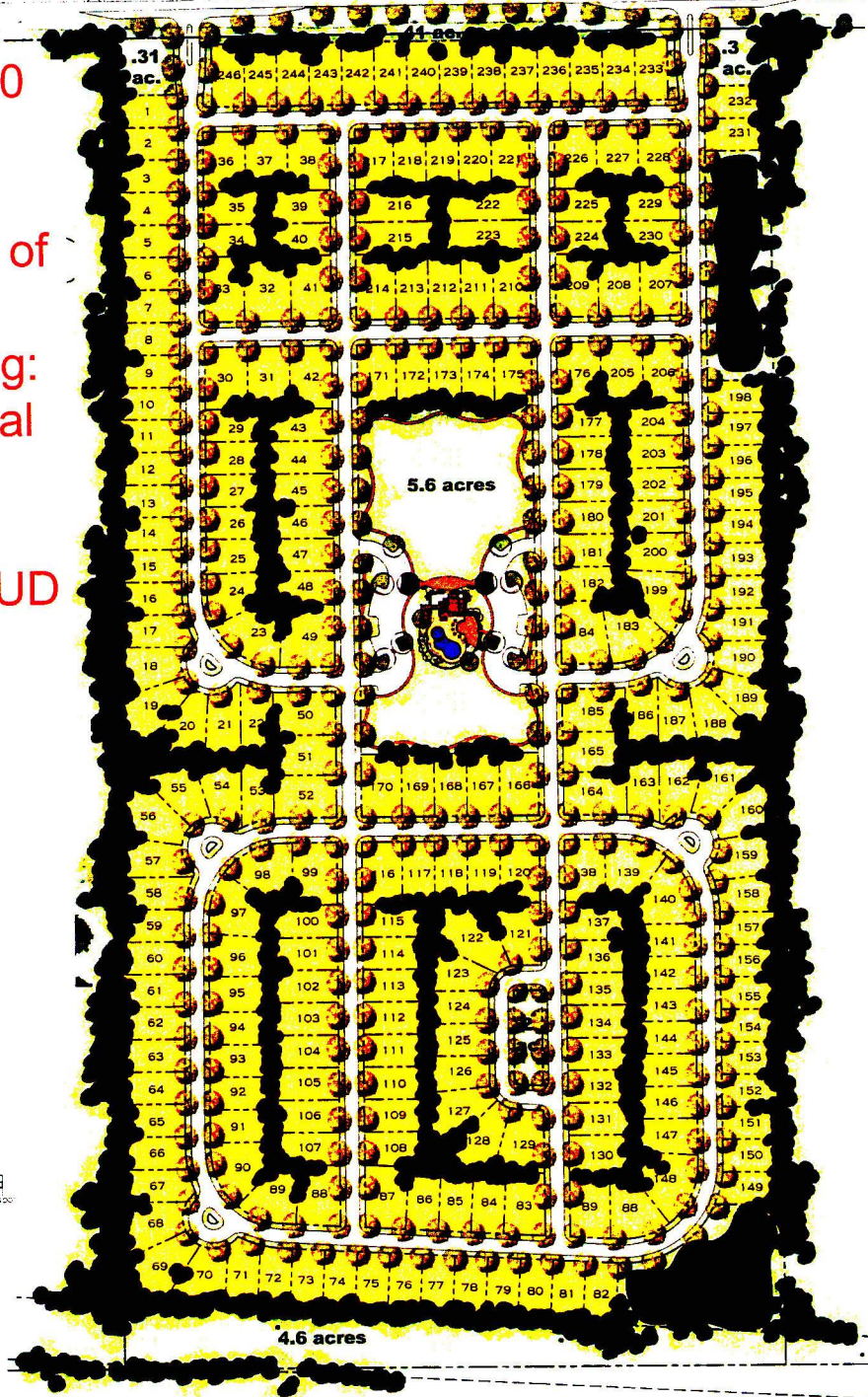


Madison  
Crossing  
Elementary

# Glenwild Master Plan

Yandell Road

Total Acres: 80  
Open Space:  
12.31  
Total Number of  
Lots: 246  
Current Zoning:  
R-1 Residential  
Proposed  
Zoning:  
R-2 Res. w/PUD  
Overlay  
Specific Use:  
Residential  
Subdivision



This master plan has been prepared for the purpose of illustrating the general concept of the development. The Developer reserves the right to alter or revise the uses and locations illustrated on this plan without notice. All measurements and acreages shown are approximate.



# Exhibit "B"

## Glenwild- Rezoning Application



# BANKS ENGINEERING & SURVEYING, INC.

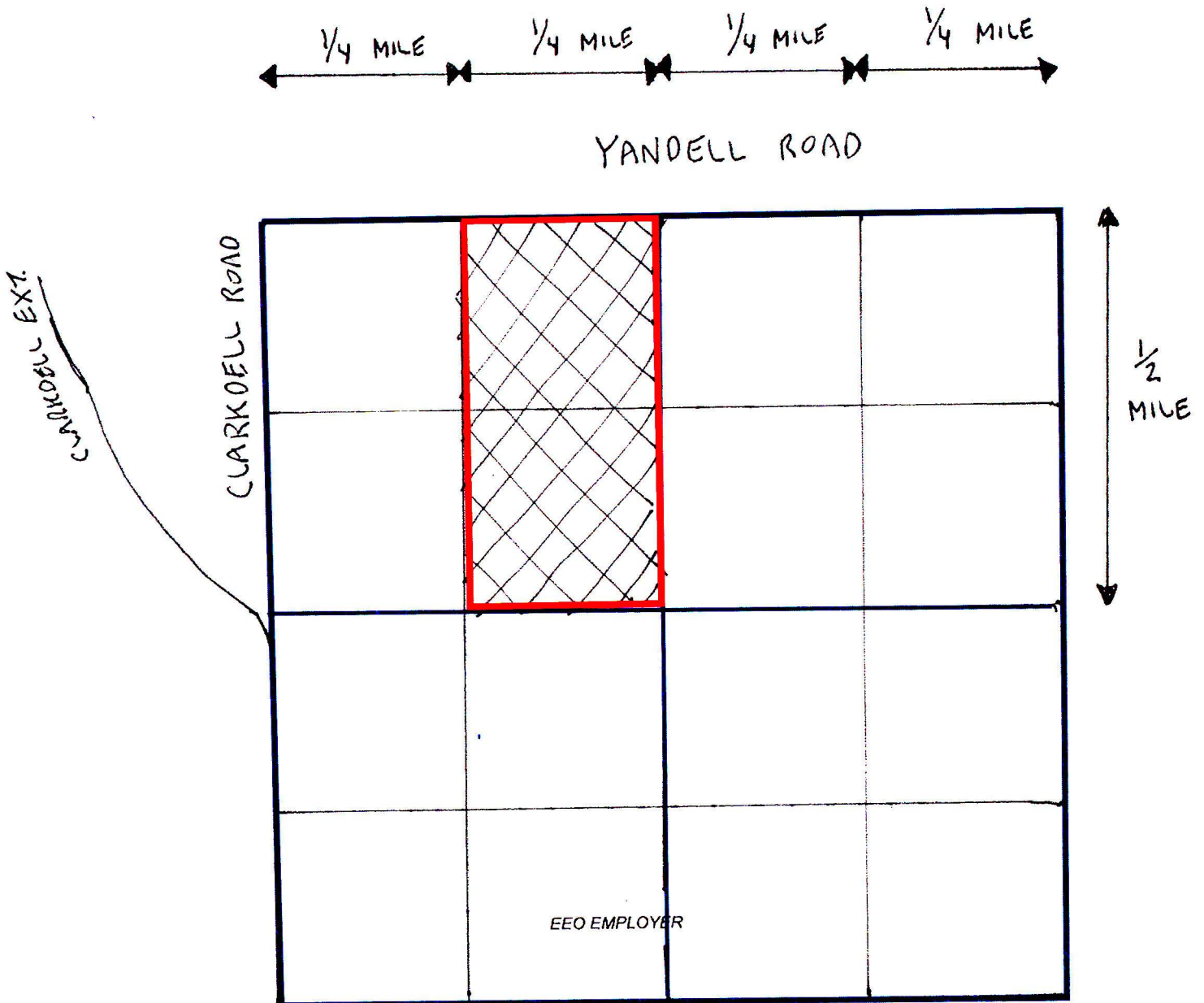
ENGINEERS • SURVEYORS • PLANNERS

115 Lone Wolf Drive, Suite B • MADISON, MS 39110  
(601) 407-1240 • (FAX) 407-1245

## EXHIBIT "C"

### Property Description:

The East 1/2 of the Northwest 1/4 of Section 26, Township 8 North, Range 2 East, Madison County, Mississippi. The subject property contains approximately 80 acres, more or less.







10<sup>02</sup> STAMPS  
12<sup>02</sup> #1017  
DEREK HALL

BOOK 1998 PAGE 062

WARRANTY DEED  
**490222**

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, KATHRYN ELLEN YANDELL LAURENT, PHYLLIS ANNE YANDELL MASHBURN (IDENTICAL WITH PHYLLIS ANNE YANDELL DELAUGHTER), BEVERLY YANDELL MILAM, MELINDA YANDELL PERRY, CHARLES GEOFFREY MANGIN, MARILYN MANGINEADE, JEAN ELIZABETH MANGIN BRYANT, ROBERT YANDELL MANGIN and THOMAS DAVID MANGIN, do hereby sell, convey and warrant unto TWISTED OAK, LLC, a Mississippi limited liability company, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

SEE EXHIBIT 'A' FOR LEGAL DESCRIPTION

This conveyance is made subject to the following:

1. Right of way to BellSouth Telecommunications, Inc. recorded in Book 529 at page 229, records of said county.
2. Right of way to Bear Creek Water Association recorded in Book 425 at page 117, records of said county.
3. Right of way to Miss. Power and Light Company recorded in Book 264 at page 187, and page 217, records of said county.
4. Right of way to Chemetron Corporation recorded in Book 154 at page 713, records of said county, said right of way being assigned to Madison County, Mississippi, by instrument recorded in Book 163 at page 266, records of said county.



5. Roadway easement conveyed to Madison County, Mississippi for Yandell Road along the north line of subject property as recorded in Book 276 at page 269, records of said county.

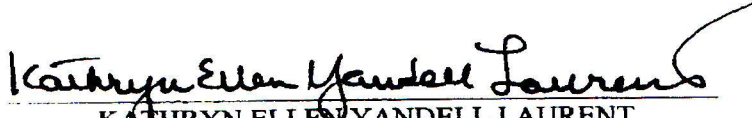
6. Zoning and Subdivision Regulations Ordinances of Madison County, Mississippi.

Grantors herein reserve unto themselves any and all oil, gas and other minerals of every type and nature in, on and under the above described property.

All ad valorem taxes for year 2005 are to be prorated by and between the Grantors and Grantees as of the date hereof.

The subject lands constitute no part of the homestead of the Grantors.

WITNESS OUR SIGNATURES this, the 15<sup>th</sup> day of December, 2005.

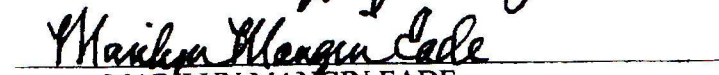
  
KATHRYN ELLEN YANDELL LAURENT

  
PHYLLIS ANNE YANDELL MASHBURN

  
BEVERLY YANDELL MILAM

  
MELINDA YANDELL PERRY

  
CHARLES GEOFFREY MANGIN

  
MARILYN MANGIN EADE

  
JEAN ELIZABETH MANGIN BRYANT

  
ROBERT YANDELL MANGIN

  
THOMAS DAVID MANGIN

STATE OF MISSISSIPPI  
COUNTY OF MADISON

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, Kathryn Ellen Yandell Laurent, Phyllis Anne Yandell Mashburn (identical with Phyllis Anne Yandell Delaughter), Beverly Yandell Milam, Melinda Yandell Perry, Charles Geoffrey Mangin, Marilyn Mangin Eade, Jean Elizabeth Mangin Bryant, Robert Yandell Mangin and Thomas David Mangin, who each acknowledged to me that they signed, executed and delivered the above and foregoing instrument as their individual act and deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15<sup>th</sup> day of December, 2005.



Robert W. Long  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-15-06

ADDRESSES:

GRANTORS:

Kathryn Ellen Yandell Laurent  
679 Hazelton Avenue  
Madison, Ms 39110  
Telephone: 601-898-9003

Phyllis Anne Yandell Mashburn  
58 Duncan Avenue  
Natchez, Ms 39120  
Telephone: 601-442-0765

Beverly Yandell Milam  
210 Oakbend Drive  
Madison, Ms 39110  
Telephone: 601-856-3046

Melinda Yandell Perry  
1024 MacDale Lane  
Madison, Ms 39110  
Telephone: 601-853-3970



Charles Geoffrey Mangin  
725 McCormick Street  
Shreveport, La 71104  
Telephone: 318-869-4936

Marilyn Mangin Eade  
62 Summit Ridge Drive  
Brandon, Ms 39042  
Telephone: 601-825-2352

Jean Elizabeth Mangin Bryant  
71 Willowbrook Lane  
Brandon, Ms 39042  
Telephone: 601-825-8103

Robert Yandell Mangin  
77735 Fox Ridge Lane  
Romco, MI 48065  
Telephone: 586-336-9897

Thomas David Mangin  
1337 Lynnwood Drive  
Jackson, Ms 39206  
Telephone: 601-982-9636

GRANTEE ADDRESS:  
1855 Crane Ridge Drive  
Jackson, Mississippi 39216  
Telephone: 601-362-9000

Index: Section 26, Township 8 North, Range 2 East, Madison County, Mississippi

Prepared by Derek Hall, PA, 2660 Ridgewood Rd., Suite 500, Jackson, Ms 39216  
Telephone: 601-981-4450

*Call first 10/11/12*

**BOOK 1998 PAGE 666**

CAPITAL SURVEYING, INC.  
ROGER T. (TOM) ELLISON  
LAND SURVEYOR

452 HOLLY HEDGE DRIVE  
MADISON, MS 39110  
(601) 853-3371 / 853-4644 fax

### LEGAL DESCRIPTION

A parcel of land containing 639.9724 acres (27,877,197.96 square feet), more or less, being situated in Section 26, Township 8 North, Range 2 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at a found box blade marking the SouthEast corner of Section 25; run thence North 89 degrees 45 minutes 04 seconds West for a distance of 5082.11 feet to a found angle iron marking the SouthEast corner of Section 26, said angle iron also being the POINT OF BEGINNING for the parcel herein described; thence North 89 degrees 35 minutes 04 seconds West for a distance of 5298.84 feet to the SouthWest corner of Section 26; thence run along the West line of said Section 26 North 00 degrees 25 minutes 57 seconds West for a distance of 426.29 feet to the intersection of said section line with the Eastern Right of Way line of Clarkdell Road; thence run 60.66 feet along said right of way line of Clarkdell Road along the arc of a 1060.00 foot radius curve to the left, said arc having a 60.65 foot chord bearing North 01 degree 28 minutes 16 seconds East; thence continue along said right of way North 00 degrees 05 minutes 48 seconds West for a distance of 1423.06 feet; thence North 00 degrees 18 minutes 46 seconds East for a distance of 913.76 feet; thence South 89 degrees 37 minutes 47 seconds West for a distance of 10.00 feet, thence North 00 degrees 02 minutes 29 seconds East for a distance of 2461.99 feet to the South Right of Way line of Yandell Road (a 70 foot right of way); thence run along said right of way of Yandell Road the following calls and distances:  
South 89 degrees 36 minutes 51 seconds East for a distance of 107.80 feet (deed South 88 degrees 45 minutes 30 seconds East);  
run 300.90 feet along the arc of a 11493.50 foot radius curve to the left, said arc having a 300.89 foot chord bearing South 89 degrees 21 minutes 51 seconds East (deed South 89 degrees 30 minutes 30 seconds East);  
thence North 89 degrees 53 minutes 09 seconds East for a distance of 2103.52 feet (deed South 89 degrees 44 minutes 30 seconds East);  
thence run 299.45 feet along the arc of a 19241.70 foot radius curve to the right, said arc having a 299.45 foot chord bearing South 89 degrees 40 minutes 06 seconds East (deed South 89 degrees 48 minutes 45 seconds East);  
thence South 89 degrees 13 minutes 21 seconds East for a distance of 152.25 feet (deed South 89 degrees 22 minutes 00 seconds East);  
thence run 646.24 feet along the arc of a 29324.18 foot radius curve to the left, said arc having a 646.23 foot chord bearing South 89 degrees 51 minutes 14 seconds East (deed South 89 degrees 59 minutes 53 seconds East);  
thence run 644.77 feet along the arc of a 32080.73 foot radius curve to the right, said arc having a 644.76 foot chord bearing South 89 degrees 54 minutes 34 seconds East (deed South 89 degrees 56 minutes 47 seconds East);  
thence South 89 degrees 20 minutes 01 seconds East for a distance of 998.03 feet (deed South 89 degrees 28 minutes 40 seconds East) to the Western line of Hampton Hills Subdivision, Part 1A (plat recorded in Slide D-154, Office of the Madison County Chancery Clerk); thence run along said Western line of subdivision the following calls and distances:  
South 00 degrees 21 minutes 02 seconds West for a distance of 603.60 feet (plat South 00 degrees 13 minutes 03 seconds West);  
South 01 degrees 05 minutes 17 seconds West for a distance of 53.25 feet (plat South 00 degrees 57 minutes 18 seconds West);  
South 00 degrees 21 minutes 02 seconds West for a distance of 624.04 feet (plat South 00 degrees 13 minutes 03 seconds West);

**EXHIBIT**  
A



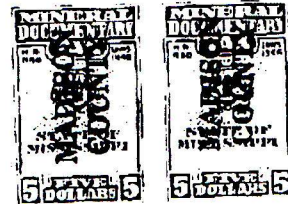
OCT-11-2012(THU) 15:13 ALMAN REALTY  
Jul 19 07 08:57a Barry Jackson


(FAX)601 919 2264  
6013629009

P. 002/014  
p.3

**BOOK 1998 PAGE 667**

South 00 degrees 14 minutes 51 seconds East for a distance of 100.01 feet (plat South 00 degrees 22 minutes 50 seconds East);  
South 00 degrees 00 minutes 02 seconds East for a distance of 100.00 feet (plat South 00 degrees 08 minutes 01 seconds East) to the NorthWest corner of Hampton Hills Part 1B (plat located in Slide D-154, Office of the Madison County Chancery Clerk); thence along the Western line of Hampton Hills Part 1B the following:  
South 00 degrees 20 minutes 51 seconds East for a distance of 100.01 feet (plat South 00 degrees 29 minutes 03 seconds East);  
South 00 degrees 15 minutes 34 seconds West for a distance of 100.00 feet (plat South 00 degrees 07 minutes 38 seconds West);  
South 00 degrees 50 minutes 06 seconds West for a distance of 100.00 feet (plat South 00 degrees 42 minutes 10 seconds West);  
South 00 degrees 56 minutes 29 seconds West for a distance of 113.10 feet (plat South 00 degrees 48 minutes 33 seconds West);  
South 00 degrees 10 minutes 44 seconds West for a distance of 84.07 feet (plat South 00 degrees 02 minutes 48 seconds West);  
South 00 degrees 36 minutes 41 seconds East for a distance of 51.34 feet (plat South 00 degrees 44 minutes 37 seconds East);  
South 02 degrees 13 minutes 00 seconds East for a distance of 508.68 feet (plat South 02 degrees 20 minutes 56 seconds East) to the SouthWest corner of Hampton Hills Part 1B; thence run along an existing fence line the following:  
South 00 degrees 54 minutes 02 seconds West for a distance of 128.15 feet;  
South 00 degrees 54 minutes 58 seconds East for a distance of 502.44 feet;  
South 00 degrees 08 minutes 34 seconds East for a distance of 844.13 feet;  
South 01 degrees 23 minutes 27 seconds East for a distance of 424.72 feet;  
South 01 degrees 46 minutes 09 seconds East for a distance of 591.29 feet;  
South 01 degrees 35 minutes 42 seconds East for a distance of 278.33 feet to the POINT OF BEGINNING.



MADISON COUNTY MS This instrument was  
filed for record 2005, Dec. 15, at 3:10 P.M.  
Book 1998 Page 002  
ARTHUR JOHNSTON, C. C.  
BY: *[Signature]* D.C. 

10<sup>th</sup> STAMPS

12<sup>th</sup> #1018  
DEREK HALL

BOOK 1998 PAGE 668

490223

WARRANTY DEED

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, KATHRYN ELLEN Y. LAURENT, PHYLLIS ANNE Y. MASHBURN (identical with Phyllis Anne Y. Delaughter), BEVERLY Y. MILAM AND MELINDA Y. PERRY, do hereby sell, convey and warrant unto TWISTED OAK, LLC, a Mississippi limited liability company, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land containing 1.5273 acres (66,527.90 square feet), more or less, being situated in the North 1/4 of Section 35 (North of an existing fence line), Township 8 North, Range 2 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at a found box blade marking the southeast corner of Section 25, Township 8 North, Range 2 East, run thence North 89 degrees 45 minutes 04 seconds West for a distance of 5082.11 feet to a found angle iron marking the corner common to Sections 25, 26, 35 and 36.

Run thence along an existing fence line the following calls and distances: North 89 degrees 35 minutes 04 seconds West for a distance of 87.32 feet; North 82 degrees 44 minutes 35 seconds West for a distance of 10.88 feet; North 88 degrees 46 minutes 37 seconds West for a distance of 139.27 feet; South 89 degrees 25 minutes 08 seconds West for a distance of 187.31 feet to the Point of Beginning for the parcel herein described. Thence South 88 degrees 51 minutes 03 seconds West for a distance of 506.59 feet; South 89 degrees 10 minutes 22 seconds West for a distance of 261.57 feet; North 89 degrees 44 minutes 11 seconds West for a distance of 459.65 feet; North 88 degrees 09 minutes 49 seconds West for a distance of 115.46 feet; North 89 degrees 15 minutes 34 seconds West for a distance of 162.48 feet; North 89 degrees 35 minutes 24 seconds west for a distance of 234.86 feet; South 88 degrees 56 minutes 36 seconds West for a distance of 191.41 feet; North 89 degrees 36 minutes 39 seconds West for a distance of 233.23 feet; North 88 degrees 19 minutes 36 seconds West for a distance of 184.08 feet; North 89 degrees 34 minutes 19 seconds West for a distance of 758.85 feet; North 88 degrees 55 minutes 44 seconds West for a distance of 732.78 feet; North 88 degrees 41 minutes 07 seconds West for a distance of 144.13 feet; North 89 degrees 07 minutes 16 seconds west for a distance of 727.54 feet; North 89 degrees 06 minutes 02 seconds West for a distance of 149.85 feet to the end of said fence line; thence leave said fence line and run along the North line of Section 35 South 89 degrees 35 minutes 04 seconds East for a distance of 4861.94 feet to the POINT OF BEGINNING.



BOOK 1998 PAGE 669

This conveyance is subject to the following:

1. Right of way to Miss Gas & Electric Co. Recorded in Book 7 at page 129 and Book 7 at page 125, records of said county.
2. Right of way to Chemetron Corporation recorded in Book 154 at page 715, which was assigned to Madison County in Book 163 at page 266, records of said county.
3. Damage Release and Easement to Denbury Onshores, LLC recorded in Book 1885 at page 23, records of said county.

Grantors herein reserve unto themselves any and all oil, gas and other minerals of every type and nature in, on and under the above described property.

All ad valorem taxes for year 2005 are to be prorated by and between Grantors and Grantees as of the date hereof.

The subject lands constitute no part of the homestead of either of the Grantors.

WITNESS OUR SIGNATURES this, the 15<sup>th</sup> day of December, 2005.

Kathryn Ellen Y. Laurent  
KATHRYN ELLEN Y. LAURENT

Phyllis Anne Y. Mashburn  
PHYLLIS ANNE Y. MASHBURN

Beverly Y. Milam  
BEVERLY Y. MILAM

Melinda Y. Perry  
MELINDA Y. PERRY

BOOK 1998 PAGE 672

13<sup>00</sup>  
#FB19  
DEREK HALL  
2600 RIDGEWOOD RD., STE. 500  
JKN 39216 490224

WARRANTY DEED

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, TWISTED OAK, LLC, a Mississippi limited liability company, does hereby sell, convey and warrant unto SOUTH MADISON DEVELOPMENT, INC., a Mississippi corporation, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

**SEE EXHIBIT 'A' ATTACHED FOR LEGAL DESCRIPTION**

This conveyance is subject to the following exceptions, to-wit:

1. Easement to Bellsouth Telecommunications being 30 feet in width along portion of west property line as contained in an instrument recorded in Book 529 at page 229, records of said county.
2. Power line easement to MP&L, being 125 feet in width, as contained in an instrument recorded in Book 264 at page 187, records of said county.
3. Power line easement being 100 feet in width along eastern portion of property as recorded in Book 7 at page 143, records of said county.
4. Right of way to Chemetron Corporation recorded in book 154 at page 713, which was subsequently assigned to Madison County, Mississippi by instrument recorded in book 163 at page 266, records of said county.
5. . Right of way to Miss Gas & Electric Co. Recorded in Book 7 at page 129 and book 7 page 125, records of said county.
6. Right of way to Chemetron Corporation as recorded in Book 154 at page 715, and subsequently assigned to Madison County, Mississippi by instrument recorded in Book 163 at page 266, records of said county.



7. Terms and conditions of Damage Release and Easement to Denbury Onshore, LLC recorded in Book 1885 at page 23, records of said county.

8. Zoning and Subdivision Regulations Ordinances of Madison County, Mississippi.

9. Reservations and conveyances of all oil, gas and other minerals in, on and under the subject lands by predecessors in title.

All ad valorem taxes for year 2005 are to be prorated by and between the Grantor and Grantee herein as of the date hereof. Should it be determined that said taxes have not been correctly prorated when same become due, Grantor and Grantee agree to pay each to the other any sum to correctly prorate same as of the date hereof.

WITNESS THE SIGNATURE OF THE COMPANY this, the 15<sup>th</sup> day of December, 2005.

TWISTED OAK, LLC

BY [Signature]  
D. RICHARD PARTRIDGE, MANAGER

BY [Signature]  
G. BARRY JACKSON, MANAGER

BY [Signature]  
L. C. "PETE" ALMAN, MANAGER

STATE OF MISSISSIPPI  
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, D. Richard Partridge, G. Barry Jackson and L. C. "Pete" Alman, who each acknowledged to me that they are Managers of Twisted Oak, LLC, a Mississippi limited liability company, and that they each signed, executed and delivered the above and foregoing instrument for and on behalf of said Company, as its act and deed, on the day and year therein mentioned, they being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15<sup>th</sup> day of December, 2005.

Notary Public State of Mississippi At Large  
My Commission Expires: March 11, 2008  
Bonded: \$100,000.00 by Brooks & Garland, Inc.

*[Handwritten Signature]*  
NOTARY PUBLIC  
MARINE M. CARAFELLO  
PUBLIC  
MADISON COUNTY, MS

Grantor address:  
1855 Crane Ridge Dr  
Jackson, Ms 39216  
Telephone: 601-362-9000

Grantee address:

Index: S 1/2, Section 26, and N 1/2 Section 35, T8N, R2E, Madison County, Ms

Prepared by Derek L. Hall, PA, 2660 Ridgewood Rd., Suite 500, Jackson, Ms 39216  
601-981-4450



*320 sold*

**BOOK 1998 PAGE 675**

Capital Surveying, Inc.  
Roger T. (Tom) Ellison  
Professional Land Surveyor

452 Holly Hedge Drive  
Madison, MS 39110  
(601)853-3371 / 853-4644 (f)

**LEGAL DESCRIPTION**  
Parcel "A"

A parcel of land containing 320.00 acres (13,939,200.00 square feet), more or less, being situated in the South 1/2 of Section 26, and in the North 1/2 of Section 35 (North of an existing fence line), all in Township 8 North, Range 2 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at a found box blade marking the Southeast corner of Section 25, Township 8 North, Range 2 East; run thence North 89 degrees 45 minutes 04 seconds West for a distance of 5082.11 feet to a found angle iron marking the corner common to Sections 25, 26, 35, and 36, said angle iron marking the POINT OF BEGINNING for the parcel herein described;

run thence along an existing fence line the following calls and distances:

- North 89 degrees 35 minutes 04 seconds West for a distance of 87.32 feet;
- North 82 degrees 44 minutes 35 seconds West for a distance of 10.88 feet;
- North 88 degrees 46 minutes 37 seconds West for a distance of 139.27 feet;
- South 89 degrees 25 minutes 08 seconds West for a distance of 187.31 feet;
- South 88 degrees 51 minutes 03 seconds West for a distance of 506.59 feet;
- South 89 degrees 10 minutes 22 seconds West for a distance of 261.57 feet;
- North 89 degrees 44 minutes 11 seconds West for a distance of 459.65 feet;
- North 88 degrees 09 minutes 49 seconds West for a distance of 115.46 feet;
- North 89 degrees 15 minutes 34 seconds West for a distance of 162.48 feet;
- North 89 degrees 35 minutes 24 seconds West for a distance of 234.86 feet;
- South 88 degrees 56 minutes 36 seconds West for a distance of 191.41 feet;
- North 89 degrees 36 minutes 39 seconds West for a distance of 233.23 feet;
- North 88 degrees 19 minutes 36 seconds West for a distance of 184.08 feet;
- North 89 degrees 34 minutes 19 seconds West for a distance of 758.85 feet;
- North 88 degrees 55 minutes 44 seconds West for a distance of 732.78 feet;
- North 88 degrees 41 minutes 07 seconds West for a distance of 144.12 feet;

**INDEXING INSTRUCTIONS:**  
Section 26, T8N, R2E, Madison County, MS

Prepared by & Return To:  
William C. Smith III  
Waldns & Eager, PLLC  
P. O. Box 650  
Jackson, MS 39205

**WARRANTY DEED**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **Twisted Oak, LLC**, a Mississippi limited liability company, Grantor, does hereby sell, convey and warrant unto **KSFD LLC**, a Mississippi limited liability company, as Grantee, the real property lying and being situate in the Madison County, State of Mississippi, more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO  
AND MADE A PART HEREOF BY REFERENCE**

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to said Grantee or its assigns any deficit on an actual proration. Likewise, Grantee agrees to pay to said Grantor or its assigns any deficit on an actual proration.

THIS CONVEYANCE and the warranty herein contained is made subject to all prior mineral severances of record.

THIS CONVEYANCE and the warranty herein contained is made subject to the following exceptions:

1. Terms and conditions of that certain 125 foot wide power line easement to MP&L recorded in Book 264 at Page 187.



2. Terms and conditions of that certain easement to Chemetron Corp recorded in Book 154 at Pages 713-715 and Book 163 at Page 166.

3. Terms and conditions of that certain right of way to Madison County by Chemetron Corp recorded in Book 163 at Page 266.

4. Terms and conditions of that certain 40 foot right of way to MP&L recorded in Book 264 at Page 187 and Book 264 at Page 217.

5. Terms and conditions of that certain right of way to Bear Creek Water Association recorded in Book 425 at Page 117.

**WITNESS THE DULY AUTHORIZED SIGNATURE** of the undersigned on this the

10 day of July, 2007.

Twisted Oak, LLC  
A Mississippi limited liability company

By: [Signature]  
L.C. Pete Alman  
Title: Manager

By: [Signature]  
G. Barry Jackson  
Title: Manager

By: [Signature]  
D. Richard Pakridge  
Title: Manager

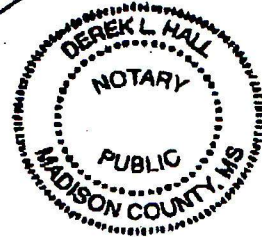
STATE OF MISSISSIPPI  
COUNTY OF Fulton

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, this the 10 day of July, 2007, within my jurisdiction, the within named L.C. Pete Alman, who acknowledged that he is Manager of Twisted Oak, LLC, a Mississippi limited liability company, and that for and on behalf of said company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first being duly authorized by said company so to do.

GIVEN under my hand and official seal on this the 10 day of July, 2007.

  
\_\_\_\_\_  
Notary Public

Notary Public State of Mississippi As Large  
My Commission Expires: November 20, 2007  
Bonded Thru Heiden, Brooks & Garland, Inc.



STATE OF MISSISSIPPI  
COUNTY OF Hinds

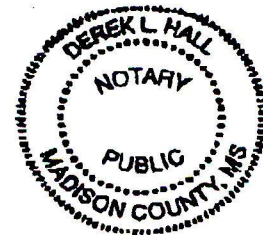
PERSONALLY appeared before me, the undersigned authority in and for the said County and State, this the 10 day of July, 2007, within my jurisdiction, the within named G. Barry Jackson, who acknowledged that he is Manager of Twisted Oak, LLC, a Mississippi limited liability company, and that for and on behalf of said company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first being duly authorized by said company so to do.

GIVEN under my hand and official seal on this the 10 day of July, 2007.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Notary Public State of Mississippi As Large  
My Commission Expires: November 20, 2007  
Bonded Thru Heiden, Brooks & Garland, Inc.





STATE OF MISSISSIPPI  
COUNTY OF FLOYD

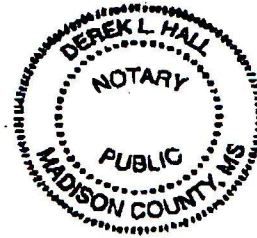
PERSONALLY appeared before me, the undersigned authority in and for the said County and State, this the 10 day of July, 2007, within my jurisdiction, the within named **D. Richard Partridge**, who acknowledged that he is Manager of Twisted Oak, LLC, a Mississippi limited liability company, and that for and on behalf of said company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first being duly authorized by said company so to do.

GIVEN under my hand and official seal on this the 10 day of July, 2007.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Notary Public State of Mississippi, At Large  
My Commission Expires: November 20, 2007  
Bonded thru Heiden, Brooks & Garland, Inc.



Grantor's Address:  
1855 Crane Ridge Drive  
Jackson, MS 39212  
Telephone: (601) 362-9000

Grantees's Address:  
1620 Mannsdale Road  
Madison, MS 39110  
Telephone: (601) 853-2603

U:\Missig\78146\KDOCCOR\COVER.RTF 2007 July 10, 2007

Exhibit "A"

80 ac  
sold

LEGAL DESCRIPTION

A parcel of land containing 80.00 acres (3,484,800.00 square feet), more or less, being situated in Section 26, Township 8 North, Range 2 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at a found iron pin marking the Northwest corner of Section 23, Township 8 North, Range 2 East, said pin being 10665.84 feet North and 10486.00 feet West of a found box blade at the Southeast corner of Section 25, Township 8 North, Range 2 East; run thence South 00 degrees 29 minutes 36 seconds East for a distance of 2634.03 feet to a concrete monument; run thence South 00 degrees 29 minutes 07 seconds East for a distance of 2868.38 feet to the Southwest corner of said Section 23; thence along the West line of Section 26 South 00 degrees 25 minutes 57 seconds East for a distance of 17.89 feet; thence South 88 degrees 34 minutes 03 seconds East for a distance of 32.80 feet to a point on the South right of way line of Yandell Road (a 70 foot right of way per Book 276 at Page 269) and the POINT OF BEGINNING for the parcel herein described;

thence run along said right of way South 89 degrees 38 minutes 51 seconds East for a distance of 107.83 feet (dead South 88 degrees 45 minutes 30 seconds East);

thence run 300.90 feet along the arc of a 11493.50 foot radius curve to the left, said arc having a 300.89 foot chord bearing South 89 degrees 21 minutes 51 seconds East (dead South 89 degrees 30 minutes 30 seconds East);

thence North 89 degrees 53 minutes 09 seconds East for a distance of 907.63 feet (dead South 89 degrees 44 minutes 30 seconds East);

thence leave said right of way and run South 00 degrees 19 minutes 38 seconds West for a distance of 2865.58 feet;

thence North 89 degrees 46 minutes 09 seconds West for a distance of 1293.88 feet to the East line of Clarkdell Road (a 50 foot right of way);

thence run along said right of way North 00 degrees 18 minutes 46 seconds East for a distance of 200.65 feet;

thence South 89 degrees 37 minutes 47 seconds West for a distance of 10.00 feet;

thence North 00 degrees 02 minutes 28 seconds East for a distance of 2461.99 feet to the POINT OF BEGINNING.



# BEAR CREEK WATER ASSOCIATION



P. O. Box 107  
Canton, MS 39046

Phone: (601) 856-5969  
Fax: (601) 856-8936

November 1, 2012

Mr. Brad Sellers  
Madison Co Zoning & Planning  
P. O. Box 608  
Canton, MS 39046

Dear Brad,

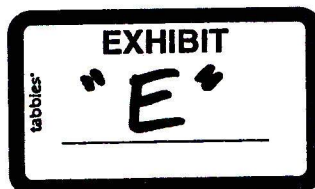
The eighty acres proposed for rezoning in Glenwild Subdivision, located in Section 26, T8N, R2E, is in the water and sewer service area of Bear Creek Water Association, Inc.

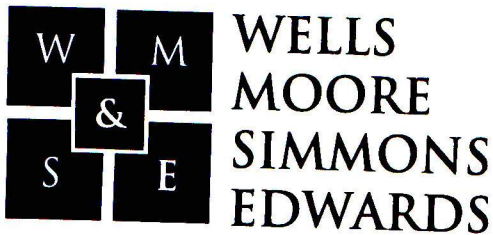
Extension of water lines to serve the proposed development will be made according to the Association's service extension policies.

Please let me know if you have any questions or comments by calling (601) 856-5969.

Sincerely,

*Tony McMullen*  
*By Judy Richardson*  
Tony McMullen  
General Manager





EUGENE A. SIMMONS  
T. CALVIN WELLS  
A. M. EDWARDS, III  
SUZANNA BAKER\*\*  
SUSAN D. MCNAMARA\*  
RICHARD MONTAGUE  
LAURA M. GLAZE  
R. NEILL BRYANT

W. CALVIN WELLS  
(1896-1988)  
CALVIN L. WELLS  
(1925-2003)  
PETER L. DORAN  
(1961-2004)  
TREVIA L. MCINNIS  
(OF COUNSEL)

December 20, 2012

Mr. Brad Sellers  
Zoning Administrator  
P. O. Box 608  
Canton, MS 39046

Re: Twisted Oaks, LLC / Glenwild Development Zoning Matter

Dear Brad:

Per our recent conversation, enclosed is a copy of the Architectural Control provisions which Steve Horn has implemented at the Livingston Development. Our intent is to utilize these provisions as a model for the proposed Glenwild Development. Specific architectural requirements such as roof pitch, etc., will be addressed in the Covenants to be subsequently drafted. Please note the attached Home Owner Acknowledgment and ARC Approval Form which includes, in part, a reference to the enforcement powers (right to file a lien) which would likewise be more specifically defined in the Covenants.

If anything further is needed or should there be any questions, please contact me or Steve.

I hope you and your family have a great Christmas.

With kind regards,

Sincerely yours,

Eugene A. Simmons

EAS:jsb

Enclosures

cc w/o enc: Mr. Steve Horn  
Mr. Richard Partridge  
Mr. Tom Hixon  
R. Neill Bryant, Esq.

jsb\wp51\eas\partridge\twisted oaks\sellers-12-20-12



(i) The leasehold rights of the Owner of any Lot, including without limitation the right to refuse to allow any Person to enter upon or cross his Lot.

**Section 9.02. Rights Not Subject to Suspension.** The Association shall have no authority to either temporarily or permanently suspend any of the rights specified in Section 9.01(g).

## ARTICLE X.

### ARCHITECTURAL CONTROL

**Section 10.01. Architectural Review Committee.** The Architectural Review Committee shall consist of not less than three or more than five individuals who shall be appointed or designated from time to time by the Board of Directors and who may be but are not required to be Members. The members of the Architectural Review Committee shall serve at the pleasure of the Board of Directors and may be removed at any time by the Board of Directors with or without cause. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required to make any finding, determination, ruling or order or to issue any permit, consent, approval or disapproval under this Declaration, including this Article X and the approval or disapproval of all or any portion of any Plans, or to recommend that the Board of Directors adopt any rule or regulation relating to the provisions of this Article X. Until such time as the Association is formed and the Architectural Review Committee is appointed, Declarant shall have all powers, duties and responsibilities of the Architectural Review Committee.

**Section 10.02. General Requirements.** Except for the purposes of proper maintenance and repair, no improvement, including, but not limited to, buildings, fences, walls or other structures, and no exterior addition, change or alteration to any improvements, including any change or alteration of color, shall be commenced, erected, constructed, placed, altered, moved, maintained or permitted to remain on any portion of the Property, including any Lot, until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee. Any Developer, or other builder, including any Owner or lessee of a Lot, who remodels or alters existing improvements on any Lot shall be required to submit to the review process of this Article X with respect to any improvement to be constructed, remodeled or altered on the Lot. The Developer, Owner or other builder, at its expense, shall complete and submit to the Architectural Review Committee two complete sets of Plans for review by the Architectural Review Committee. The Plans shall provide for a first class structure, workmanship and materials and shall include:



(a) Building plans at a one-fourth inch (1/4") scale and building specifications, which shall include the location, nature, shape, height, materials, color and finish of materials, type of construction, floor plans and elevations, details of exterior wall construction and other exterior features, gross square footage and other characteristics of the improvements and other information required or specified by the Architectural Review Committee.

(b) A drainage plan which will coordinate with the overall area drainage.

(c) A site plan at a reasonable scale (1" = 10' or 1" = 20') and with accurate grading which shall show the location of all (i) improvements, (ii) structures, (iii) exterior lighting and signs, (iv) pedestrian walkways, vehicular circulation and parking areas, (v) designation of all proposed utility lines, air-conditioning units, aerial lines, pipes, conducts, transformers and similar equipment, (vi) utility and drainage easements, (vii) setbacks, and (viii) trees over 6" in diameter.

(d) A landscape plan.

(e) A statement by the Developer's or other builder's architect and engineer or, if none, by the Developer or other builder that the proposed construction complies with all applicable building and zoning codes and regulations and this Declaration.

(f) A construction time table or schedule, including anticipated completion date.

Until after compliance with the review process of this Article X and approval of the Plans by the Architectural Review Committee, no Developer, Owner or other builder shall (i) install, erect, attach, apply, paste, hinge, screw, nail, guild, alter, remove or construct any (1) lighting, (2) shade, screen, awning or patio cover, (3) exterior decoration, (4) fence or wall, (5) aerial line, (6) antenna, radio or television broadcasting or receiving device, (7) slab, sidewalk, driveway, road, curb or gutter, or (8) patio, balcony or porch, (ii) make any change or otherwise alter, including any change or alteration of color, in any manner whatsoever to the exterior of any improvement construction upon any Lot or upon any portion of the Common Area, (iii) combine or otherwise join two or more Dwellings except on Lots specifically permitted by this Declaration and/or as shown and designated on the Plat, or partition such Dwellings after combination, or (iv) make any change or alteration to the interior or exterior of any Dwelling which will alter the structural integrity of the building or otherwise affect the Lot or the Property, the interest or welfare of any other Owner or the Association, materially increase the cost of operating or insuring any or the Common Area or impair any easement.



**Section 10.03. Review Process.** Within 30 business days after receipt of all of the Plans, the Architectural Review Committee shall review the Plans and shall either approve or disapprove all or any portion of the Plans. Written notice of such decision shall be given to the Developer, Owner or other builder, as the case may be, and such notice shall specify the reasons for any disapproval. The Architectural Review Committee's right to disapprove the Plans shall be limited to (i) the failure of the Developer or other builder to include information required by, or otherwise satisfy the requirements of, this Article X or other provisions of this Declaration, (ii) objections to the design, general massing, color, materials or development of any proposed building or improvement which the Architectural Review Committee determines to be incompatible with the existing or surrounding structures on, or the topography and conformity with the design concept of or for, the Property, (iii) objections that the Plans do not provide for first-class structure, workmanship or materials, (iv) failure to provide a landscape plan which is consistent with the quality, development or design of the Property, or (v) any other reason or reasons which are not arbitrary or capricious, including, but not limited to, aesthetic considerations.

If any portion of the Plans are not approved, the Developer, Owner or other builder shall amend and modify the Plans to conform to the requirements of, and to cure any objections made by, the Architectural Review Committee. Upon the completion of each amendment and modification, the Plans shall be resubmitted to the Architectural Review Committee for review and approval or disapproval. The Architectural Review Committee's right to disapprove the amended and modified Plans shall be confined to (i) the portion of the Plans not previously approved, (ii) new matters not disclosed by or included in the Plans previously submitted, or (iii) matters which do not satisfy the requirements of this Article X or other provisions of this Declaration.

The Developer, Owner or other builder must obtain written approval of the Plans from the Architectural Review Committee prior to commencement of any on-site construction, installation, clearing, grading, paving or landscaping, except to the extent the Developer, Owner or other builder may receive written permission from the Architectural Review Committee to engage in any or some of such activities prior to the review or approval of the Plans.

If the Developer, Owner or other builder desires to materially modify or change the Plans after approval of the Plans, but not including modifications or changes of or to the interior design, then the Developer or other builder shall submit two complete copies of such proposed changes to the Architectural Review Committee for review and approval or disapproval.



If the Architectural Review Committee shall fail to approve or disapprove the Plans, amended and modified Plans and/or proposed modifications or changes to the Plans within 10 business days after receipt of the Plans, then such approval shall not be required, and the Plans, amended or modified Plans or proposed modifications or changes to the Plans will be deemed to have been approved by the Architectural Review Committee.

The decisions of the Architectural Review Committee shall be final except that any decision may be appealed to the Board of Directors by any Member who is aggrieved by any action or forbearance from action by the Architectural Review Committee or by any policy, standard, or guideline established by the Architectural Review Committee, and upon written request such Member shall be entitled to a hearing before the Board of Directors.

The Developer, Owner or other builder will be responsible for the payment of reasonable charges established by the Board of Directors from time to time for the Architectural Review Committee's review of the Plans or amendments, modifications or changes to Plans, but no charges shall be imposed on any governmental authority using any portion of the Property. The Architectural Review Committee shall retain one copy of the Plans as approved or disapproved in the Association's permanent records and shall return to the Developer, Owner or other builder one copy of the Plans, as approved, marked or stamped with such approval.

**Section 10.05. 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 or to any other Person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such Owner or other Person arising or resulting from 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 or, if applicable, the Declarant, whether given, granted or withheld. No approval of Plans and no publication of architectural standards or bulletins 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 or 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.



**Section 10.06. Rules and Regulations.** Upon the recommendation of the Architectural Review Committee, from time to time the Board of Directors (i) may adopt and promulgate such rules and regulations regarding the construction or alternation of any structure or improvement and the form and content of Plans to be submitted to the Architectural Review committee for review and approval or disapproval, and (ii) as may be considered necessary of appropriate publish and/or file for record such statements or policy, standards, guidelines, and establish such criteria relating to architectural styles or details, colors, size, set-backs, materials or other matters relating to architectural control, protection of the environment, including the use and application of fertilizers, pesticides and other chemicals, and the preservation of such aesthetic values and characteristics and amenities. Not such rules, regulations, statements or criteria shall be construed as a waiver of any provision of this Article X or any other provision or requirement of this Declaration.

**Section 10.07. Limitations.** Construction in accordance with approved Plans shall be commenced within six months after approval, whether by affirmative action or by forbearance from action, and shall be substantially completed either within six months after construction commences, or within such other period as the Architectural Review Committee shall specify in the approval of the Plans. If construction is not commenced or is not completed as required in this Section 10.07, then approval of the Plans shall be conclusively deemed to have lapsed and compliance with the provisions of this Article X shall be required again.

**Section 10.08. Parking Requirements.** All buildings and other structures and improvements shall be designed, located and constructed to permit all vehicles entering upon any Lot to be parked, maneuvered, loaded or unloaded entirely or completely on such Lot. All driveways and parking areas shall be approved by the Architectural Review Committee. No parking on Streets shall be permitted.

**Section 10.09. Storage Areas.** Outside storage areas shall be fenced or screened to provide substantial screening to minimum height of six feet and, unless otherwise approved by the Architectural Review Committee, a maximum height of eight feet. The location of all storage areas and the design, placement and materials of fences or screens must be approved by the Architectural Review Committee which may require storage areas to be located on the side of or behind the buildings. No fence or screen shall be closer to any Street or Lot boundary line than the established setback line unless approved by the Architectural Review Committee. The provisions of this Section 10.09 shall apply to all trash or garbage storage, mechanical, accessory and similar or other storage buildings and structures not directly connected to the Dwelling or main building structure. Metal buildings are



prohibited unless the exterior is veneered with masonry, wood or other approved material and front elevations have a decorative treatment. Trash or garbage storage areas are required and must be in an adequate size and proportional to the building on the Lot.

**Section 10.10. Landscape Requirements.** Unless otherwise approved by the Architectural Review Committee, the required landscape plan shall provide for detailed landscaping of the entire Lot, except the portion of the Lot occupied by building structures, driveways, walks and other improvements. Each individual residence must install the following:

1. Front Yard: A minimum of 2 shade trees (preferably a hardwood species such as oak) min. 2" ca. 10-12' height. (In circumstances of existing hardwoods this may be waived.)
2. Front Yard: 5 gallon plants for medium to large shrub types (Medium size being defined as a plant whose eventual height will be at least 36").
3. All unimproved areas not in natural vegetation shall be planted with a suitable grass or ground cover. The Architectural Review Committee may postpone the installation of grass or ground cover and approve a temporary substitute in rare or unusual occasions, such as during seasons of severe cold weather where wintergrass overseeding may be used for temporary erosion control.

**Section 10.11. Utility Lines.** All telephone, electrical, cable television and other similar lines located outside and between any building and any power transmission or other lines or poles shall be underground and shall conform to existing electrical and other applicable codes and regulations.

**Section 10.12. Drainage Requirements.** The required drainage plan shall provide for satisfactory and appropriate drainage of waters from the Lot to the adjoining established drainage ways. Each Owner is obligated and required to determine and to verify elevations in the established drainage waterways adjoining his Lot and to provide appropriate drainage structures where entrances and exits cross such established drainage waterways to ensure that no drainage will be restricted or obstructed. After notice from the Architectural Review Committee, any drainage structures constructed by the Owner which do not satisfy the provisions of this Section 10.12 shall be removed and rebuilt, at the Owner's expense, to conform with such provisions. The Lot shall be developed to direct the drainage from the Lot to the adjoining designated drainage waterways and shall not be developed to force water onto adjoining Lots or the Common Area. Each Owner shall be responsible for



preventing runoff during construction that is not filtered through adequate filtration system or erosion control. As required by the Mississippi Bureau of Pollution Control Board, Developer and Owner shall be required to maintain 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. Declarant and District are not responsible for any damages which hereafter may be suffered by Developer or Owner of other property owners or parties as a result of site preparation work carried out by Developer or Owner and their subcontractors.

**Section 10.13. Signs.** Except as permitted by Article XIII, no sign of any kind shall be exhibited in any way on or above any part of a Lot without the approval of the Architectural Review Committee.

**Section 10.14. Building Sizes and Locations.** Exclusive of porches and garages, the living area of the Dwelling, main house or residential structure constructed on the Lots shall have at least 2,600 square feet.

No Dwelling or other building shall be erected on any Lot nearer to the front or rear or side lot line of the Lots than as follows:

- (a) 40 feet from the front lot lines.
- (b) 25 feet from the rear lot lines.
- (c) 10 feet from the side lot line.

No Dwelling or other structure shall be erected on any Lot adjoining Lake "D" (as designated on the Plat) within 75 feet of the Normal Pool of that Lake as reflected in the Plat. No Dwelling or other structure shall be erected on any Lot adjoining Lakes "A", "B", or "C" (as designated on the Plat) within 50 feet of the Normal Pool of those Lakes as reflected in the Plat. Notwithstanding the foregoing, (a) a boathouse and/or boat pier may be constructed on any Lot adjoining a Lake, but only as set forth in Article XI of these Covenants, and (b) a structure may be allowed if, in the sole discretion of the Architectural Review Committee, that structure will not obstruct, partially or entirely, the view of other Lot Owners of the Lake.

No Dwelling or other building shall be erected on any Lot on the corner of any Street nearer than 30 feet from the lot line adjoining or abutting any Street.

Due to the natural terrain, Lot configurations and/or proximity of adjacent structures, the enforcement of set back requirements in this Section 10.14 may be impossible or



inadvisable. Therefore, the Architectural Review Committee may approve and permit specific deviations to such setback requirements if determined by the Architectural Review Committee, in its sole discretion, to be beneficial to a specific homesite or to adjacent homesites.

The first floor of any Dwelling, main house or residential structure constructed on any Lot shall be constructed or built to a minimum finish floor elevation of not less than one foot above the 100 year flood elevation or zone, if applicable.

**Section 10.15. Topography and Vegetation.** Without the prior written approval of the Architectural Review Committee, the topography and vegetation characteristics of the Property shall not be altered by removal, reduction, cutting, excavation or any other means. The Architectural Review Committee may withhold such approval until submission and acceptance of a plan designed to protect the Property from damage or pollution from erosion, pesticides or the seepage of fertilizer or other materials. The Architectural Review Committee will approve a minimum amount of earth movement and vegetation reduction required in approved Plans.

**Section 10.16. Trees and Tree Removal.** No trees, bushes or underbrush of any kind may be removed without the prior written approval of the Architectural Review Committee. Provided that an adequate buffer can be maintained on each side of a Lot, generally approval will be granted for the removal of trees located near the Dwelling or accessory buildings or near the approved site for the Dwelling or accessory buildings, unless such removal will substantially decrease the beauty or the aesthetic characteristics of the Lot or the Property. However, in no case shall trees located more than 20 feet from a Dwelling or more than 15 feet from a driveway be removed without written approval of the Architectural Review Committee.

**Section 10.17. Further Siting Authority.** To prevent excessive drainage from any Lots, the Declarant and the Architectural Review Committee reserve the right, but are not obligated, to establish a maximum percentage of Property which may be covered or improved by a building, patio, driveway or other structures. In the establishment of such maximum percentage, the Declarant and the Architectural Review Committee shall consider topography, percolation rate of the soil, vegetation cover, soil types and conditions, vegetation cover and other relevant environmental factors. Regardless, care must be taken to locate each structure, whenever possible, so as not to infringe upon view corridors, adjacent structures and natural amenities of the area.

**Section 10.18. Walls and Fences.** Wall and fence installation are optional. Should one choose to build a wall or fence, the same shall be constructed out of the materials and according to the design and specifications set forth in Exhibit "C" attached hereto and incorporated herein by reference. Any other type of wall or fence requires approval of the Architectural Review Committee.



**Section 10.19. Garages.** All garages must have doors. Carports located at rear of a house and out of view from the streets is allowed with Architectural Review Committee approval.

**Section 10.20. Mail Boxes.** Specific mailboxes are established for Livingston Subdivision. These mailboxes are available for purchase through the manufacturer at such price as determined by manufacturer plus installation charges.

**Section 10.21. Pools, Therapy Pools, Spas.** All criteria concerning aesthetics, site location, size, shape, decking and landscaping for pools, whirlpools, outdoor saunas, therapy pools and spas (a) must be submitted for approval by the Architectural Review Committee, and (b) met all local, state and federal statutes and regulations.

## ARTICLE XI.

### USE OF LAKES

**Section 11.01. Control.** The use of the Lakes by any Owner, guest thereof, or Shareholder of the Declarant, shall be governed and controlled by the Association, acting by or through its Board of Directors. The Association may establish its own rules and regulations not in conflict with these Covenants and restrictions, and may enforce same in any court of law or equity.

**Section 11.02. Members Easements of Enjoyment.** Subject to the provisions of these Covenants, every Member of the Association and Shareholder of Declarant shall have a right and easement of enjoyment in and to the water surface of the Lakes. As to Members, such right shall be appurtenant to and shall pass with the title to every Lot. The easement for use and enjoyment of the Lakes for pleasure does not extend to use of the dams and spillways. There is specifically reserved and granted to the Association an easement on and over the dams, spillways and twenty (20) feet from the water's edge at its highest level of the Lakes for Lake maintenance and control purposes only.

**Section 11.03. Easements for Use of Lakes.** As reflected in the Plat, portions of the Lakes are contained and included within the boundaries of Lots adjoining such Lakes. The ownership of any interest in or to Lots over which a Lake exists shall be subject to the rights and easement of enjoyment, maintenance and use thereof by each Member of the Association as set forth in this Article XI. The ownership of any interest in or to Lots upon which is located twenty (20) feet of land adjacent to the water's edge at its highest level shall be subject to an easement in favor of the Association for Lake control and maintenance purposes only.



AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LIVINGSTON SUBDIVISION, PART I

4504 / 1-59

WHEREAS, on January 29, 2001, Declaration of Covenants, Conditions and Restrictions for Livingston Subdivision, Part I, were executed and were recorded in Book 1276 at page 567 and re-recorded in Book 1277 at page 393, all in the records in the office of the Chancery Clerk of Madison County, Mississippi, and

WHEREAS, Livingston Development Corporation, a Mississippi Corporation, the "Declarant" in said Declaration, wishes to amend said Declaration of Covenants, Conditions and Restrictions by adding restrictions regarding certain motorized vehicles and requirements regarding windows.

NOW, THEREFORE, Livingston Development Corporation, a Mississippi Corporation, does hereby add the following § 10.02.(g) and Section 13.20. to said covenants:


Section 10.02.(g) Windows. All windows installed shall be wooden clad windows, the style of such windows being subject to review and approval by the Architectural Review Committee prior to installation.

Section 13.20. Motorized Vehicles. No off-road, i.e. non-licensed or licensed motorcycles, motorized go-carts or motorized bicycles may be operated on the streets, vacant lots or common areas of the subdivision. All terrain vehicles (ATV'S) may not be operated within Livingston Subdivision on the streets, vacant lots or common areas of the subdivision in such a manner as to create a nuisance to homeowners or in such a manner so as to be a danger to the rider or others as determined by the Board of Directors of Livingston Property Owners Association, Inc. Joyriding is strictly prohibited on owner occupied lots where motor noise ie. Loud exhaust can be heard outside the property lines of the occupied lot. Electric golf carts are permitted if operated in a safe manner. (This section shall not prohibit maintenance workers from operating equipment necessary to maintain the subdivision property.)

All of the remaining terms and conditions of the above described Declaration of Covenants, Conditions and Restrictions for Livingston Subdivision, Part I, shall remain in full force and effect.

WITNESS OUR SIGNATURE, this 22 day of FEBRUARY, 2007.

LIVINGSTON DEVELOPMENT CORPORATION

By:   
Steve H. Horn, President



STATE OF MISSISSIPPI

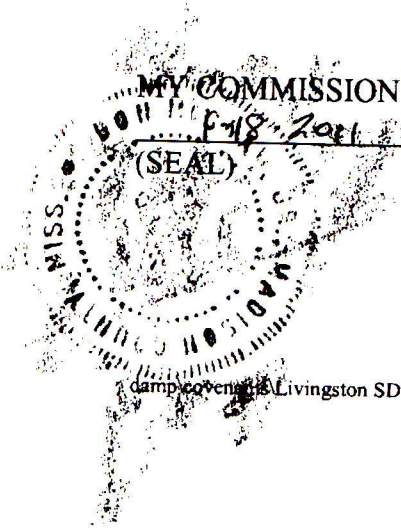
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 22<sup>nd</sup> day of FEBRUARY, 2007, within my jurisdiction, the within named Steve H. Horn, who acknowledged that he is President of Livingston Development Corporation, a Mississippi Corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.

*Dm m/hay*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

FEB 18 2011  
(SEAL)



damp cover 18 Livingston SD Part 1 Amendment to Covenants (103)

MONTGOMERY MCGRAW COLLINS  
& RAND, PLLC  
ATTORNEYS AT LAW  
P.O. BOX 1039  
CANTON, MISSISSIPPI 39046

71.00  
412

MADISON COUNTY MS This instrument was  
filed for record FEB. 23, 2007 at 12:50 PM.  
Book 2159 Page 160  
ARTHUR JOHNSTON, S. C.  
BY: *Charles* D.C.

**LIVINGSTON HOMEOWNERS' ASSOCIATION  
HOME OWNER ACKNOWLEDGEMENT AND ARC APPROVAL FORM**

Owner: \_\_\_\_\_ Lot #: \_\_\_\_\_

\*I am the owner of the above referenced lot in Livingston Subdivision.

\*I have submitted plans for approval by the Architectural Review Committee (ARC) for new home construction in Livingston Subdivision.

\*I have read and understand all Covenants, Conditions, and Restrictions of Livingston Subdivision and any Amendments to same.

\*I understand that ARC approval is a requirement before construction can begin on my lot.

\*I understand that my plans have been approved on \_\_\_\_\_ by \_\_\_\_\_.

\*I understand that construction can proceed only as detailed in the approved plans. No modifications can be made to the plans approved above, unless the modifications are resubmitted to ARC for approval. This re-approval must be in writing before construction can commence.

\*I understand that if I construct all or any part of my home, lot, landscape or any other fence, swimming pool, modification to landscape, exterior colors **without** first having ARC approval, the ARC has the right to file a lien and require Owner to remedy the defect in construction by any means necessary to include removal or demolition.

By signing below, I hereby acknowledge this agreement in its entirety and my understanding of both the acknowledgement and the covenants and bylaws of Livingston Subdivision.

\_\_\_\_\_  
Home/Lot Owner #1

\_\_\_\_\_  
Home/Lot Owner #2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness/HOA

\_\_\_\_\_  
Date