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24-6-2
SW8W
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BLM
1-30

BLM-2
L: 31-52



Book:2018 Page:5279-5287
DEED
RCD: 03/23/2018 @10:43:10 AM
Rankin County, MS
Larry Swales Chancery Clerk

State of Mississippi
County of Rankin

**AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
BELLE MEADE**

INDEXING INSTRUCTIONS:
Lots 1 through 52, Belle Meade
Rankin County, Mississippi

AMENDMENT

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Belle Meade were recorded in Book 826 at Page 592 on February 13, 1998 ("Original Covenants");

WHEREAS, the Belle Meade Homeowners Association, Inc. and the Members thereof wish to amend and supplement the Original Covenants;

WHEREAS, Article XIII. Enforcement of Declaration, Section 1. Compliance, states in relevant part that:

If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other Person, then each of the other Owners, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. If any structure or other improvement located on any portion of the Property, including any Lot, violates any provision of this Declaration, the Architectural Design Guidelines, or ruling of the Architectural Review Committee, then the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to abate or remove such structure at the cost and expense of the Owner of the Lot where such structure is located or who otherwise causes such violation, if the violation is not corrected by such Owner within 30 days after written notice of such violation...

WHEREAS, the Belle Meade Homeowners Association, Inc. and the Members thereof wish to partially amend Article XIII. Enforcement of Declaration, Section 1. Compliance, to state that:

If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other Person, then each of the other Owners, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. Moreover, the Declarant and/or the Association, jointly or severally, or any Person acting with the express authority of the Declarant and/or the Association, shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to remedy such breach or violation of this Declaration at the cost and expense of the Owner of the Lot where such breach or violation has occurred, if the breach or violation is not corrected by such Owner within ten (10) days after written notice of such breach or violation. If any structure or other improvement located on

any portion of the Property, including any Lot, violates any provision of this Declaration, the Architectural Design Guidelines, or ruling of the Architectural Review Committee, then the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to abate or remove such structure at the cost and expense of the Owner of the Lot where such structure is located or who otherwise causes such violation, if the violation is not corrected by such Owner within ten (10) days after written notice of such violation...

WHEREAS, Article XIV. General Provisions, Section 6. Notices to Owner, states that

“Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the Person who appears as Owner on the records of the Association or, if applicable, the Declarant at the time of such notice is mailed.”

WHEREAS, the Belle Meade Homeowners Association, Inc. and the Members thereof wish to amend Article XIV. General Provisions, Section 6. Notices to Owner, to state that “Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered either:

1. When deposited in the United States mail, postage prepaid, addressed to the last known address of the Person who appears as Owner in the records of the Association or, if applicable, the Declarant at the time of such notice mailed;
2. After sending such notice, via electronic mail, to the last known electronic mail address of the Person who appears as Owner in the records of the Association or, if applicable, the Declarant from the time stamp of the electronic mail; or
3. By personal service of a written notice on the Person who appears as Owner in the records of the Association or, if applicable, the Declarant at the time of the personal service.”

WHEREAS, Article XIV. General Provisions, Section 2, Amendments, states that
“Notwithstanding Article XIV, Section 1, this Declaration may be amended, modified and/or
changed either (i) by the Declarant properly filing for record an Amendment at any time as long
as Declarant owns a Lot in Belle Meade; (ii) by an Amendment properly filed for record and
executed by the Owners of at least 75% of the Lots, if amended, modified and/or changed prior
to January 1, 2028, and thereafter by the Owners of at least 75% of the Lots.”;

THEREFORE, the Belle Meade Homeowners Association, Inc. and the Members thereof,
as evidenced by the signatures of 75% or more of current Lot Owners in Belle Meade, and
pursuant to Article XIV. General Provisions, Section 2, Amendments, do hereby partially amend
Article XIII. Enforcement of Declaration, Section 1. Compliance, to state as follows:

“If any provision of this Declaration is breached or violated or threatened to be
breached or violated by any Owner or other Person, then each of the other Owners,
the Declarant and/or the Association, jointly or severally, shall have the right, but
not the obligation, to proceed at law or in equity to compel a compliance with, or
to prevent the threatened violation or breach of, the provisions of this Declaration.
Moreover, the Declarant and/or the Association, jointly or severally, or any Person
acting with the express authority of the Declarant and/or the Association, shall have
the right, but not the obligation, to enter upon any portion of the Property, including
any Lot, to remedy such breach or violation of this Declaration at the cost and
expense of the Owner of the Lot where such breach or violation has occurred, if the
breach or violation is not corrected by such Owner within ten (10) days after written
notice of such breach or violation. If any structure or other improvement located on
any portion of the Property, including any Lot, violates any provision of this
Declaration, the Architectural Design Guidelines, or ruling of the Architectural
Review Committee, then the Declarant and/or the Association, jointly or severally,
shall have the right, but not the obligation, to enter upon any portion of the Property,
including any Lot, to abate or remove such structure at the cost and expense of the
Owner of the Lot where such structure is located or who otherwise causes such
violation, if the violation is not corrected by such Owner within ten (10) days after
written notice of such violation...”

THEREFORE, the Belle Meade Homeowners Association, Inc. and the Members thereof,
as evidenced by the signatures of 75% or more of current Lot Owners in Belle Meade, and

pursuant to Article XIV. General Provisions, Section 2, Amendments, do hereby amend Article

XIV. General Provisions, Section 6. Notices to Owner, to state as follows:

“Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered either:

1. When deposited in the United States mail, postage prepaid, addressed to the last known address of the Person who appears as Owner in the records of the Association or, if applicable, the Declarant at the time of such notice mailed;
2. After sending such notice, via electronic mail, to the last known electronic mail address of the Person who appears as Owner in the records of the Association or, if applicable, the Declarant from the time stamp of the electronic mail; or
3. By personal service of a written notice on the Person who appears as Owner in the records of the Association or, if applicable, the Declarant at the time of the personal service.”

All other provisions of the Declaration of Covenants, Conditions and Restrictions for Belle Meade as recorded in Book 826 at Page 592 in the land records of the Chancery Clerk of Rankin County, Mississippi shall remain in full force and effect. The legal description for Belle Meade is attached hereto as **Exhibit A**.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS the signature of:

PRINT

SIGN

DATE

105 Belle Meade LOT 1 OWNER(S): Allison Messenore Allison Messenore 10-28-17

122 Belle Meade LOT 2 OWNER(S): Glenn Cain Glenn A. Cain 10-17-17

107 Belle Meade LOT 3 OWNER(S): _____

106 Belle Meade LOT 4 OWNER(S): SANDRA Lowman Sandra Lowman 10-28-17

108 Belle Meade LOT 5 OWNER(S): _____

105 Belle Meade LOT 6 OWNER(S): Minglobent Minglobent 10/17/17

102 Belle Meade LOT 7 OWNER(S): Pamela McQueen Pamela McQueen 10-28-17

104 Belle Meade LOT 8 OWNER(S): _____

104 Belle Meade LOT 9 OWNER(S): Nancy Williamson Nancy Williamson

103 Belle Meade LOT 10 OWNER(S): Allison Hoyhatt Allison Hoyhatt 10/17/17

102 Belle Meade LOT 11 OWNER(S): Kara Karim Kara Karim 10/17/17

122 Belle Meade LOT 12 OWNER(S): Sarah Farmer Sarah Farmer 10/17/2017

103 Belle Meade LOT 13 OWNER(S): Shundra Wilson Shundra Wilson 10/30/17

109 Belle Meade LOT 14 OWNER(S): _____

103 Belle Meade LOT 15 OWNER(S): Danny Hassid Danny Hassid 11.18.17

101 Belle Meade LOT 16 OWNER(S): _____

109 Belle Meade LOT 17 OWNER(S): _____

107 Belle Meade LOT 18 OWNER(S): _____

105 Belle Meade LOT 19 OWNER(S): Mary B. & David's Mary Bode's 11/18/17

308 LaSalle LOT 20 OWNER(S): Michelle Warriner Michelle Warriner 10/28/17

206 Lafayette LOT 21 OWNER(S): Na'is Lee Na'is Lee 12/8/17

PRINT

SIGN

DATE

- 204 Lafayette LOT 22 OWNER(S): Mary Ann & Thomas Ann 10.17.17
- 201 Lafayette LOT 23 OWNER(S): _____
- 203 Lafayette LOT 24 OWNER(S): MATHI BROOKS Mathi-Brook 10/28/17
- 205 Lafayette LOT 25 OWNER(S): JOE & SCAGGIE Joe & Scaggie 17 Oct 20
- 207 Lafayette LOT 26 OWNER(S): STEVE RANDOLPH Steve Randolph 10/17/17
- 301 LaSalle LOT 27 OWNER(S): Sandra P Bell Sandra P Belle 10/17/2017
- 303 LaSalle LOT 28 OWNER(S): Shirley Jenkins Shirley Jenkins 11/2/17
- 305 LaSalle LOT 29 OWNER(S): James Sims Sam Sim 10-28-17
- 307 LaSalle LOT 30 OWNER(S): Jeff Leonard 10-17-17
- 309 LaSalle LOT 31 OWNER(S): Susan Johnson Susan Johnson 10-17-17
- 311 LaSalle LOT 32 OWNER(S): Hillary Coom Hillary Coom
- 313 LaSalle LOT 33 OWNER(S): Connie Wadsworth Connie Wadsworth 10-30-17
- 315 LaSalle LOT 34 OWNER(S): JUSTIN D. [Signature] 10-17-17
- 317 LaSalle LOT 35 OWNER(S): Joseph M. Cullum Joseph M. Cullum 17 OCT 2017
- 319 LaSalle LOT 36 OWNER(S): Mary Ann & Jan Todd 10-17-2017
- 321 LaSalle LOT 37 OWNER(S): Alice Rainwater Alice Rainwater 10/28/17
- 323 LaSalle LOT 38 OWNER(S): Davie or Brad Truong 10/30/17
- 325 LaSalle LOT 39 OWNER(S): Robert Spillman Robert Spillman 10/17/2017
- 327 LaSalle LOT 40 OWNER(S): _____
- 329 LaSalle LOT 41 OWNER(S): Eddie & Dorothy Dawson
- 326 LaSalle LOT 42 OWNER(S): Bettie Q. John Bettie Q. John 10/17/2017
- 324 LaSalle LOT 43 OWNER(S): Kellon M. Walker Kellon M. Walker

PRINT

SIGN

DATE

318 LaSalle LOT 44 OWNER(S): Stephen D. Downing Stephen D. Downing 10/28/17

134 Bellemeade LOT 45 OWNER(S): Rebecca Watson Rebecca Watson 12-19-17

132 Bellemeade LOT 46 OWNER(S): MICHEL MITTS Michelle Mitts 12-19-17

130 Bellemeade LOT 47 OWNER(S): _____

128 Bellemeade LOT 48 OWNER(S): Kristina Loggins Kristina Loggins 10-17-17

126 Bellemeade LOT 49 OWNER(S): Kathleen May Kathleen May 10-17-17

LOT 50 OWNER(S): _____

133 Bellemeade LOT 51 OWNER(S): _____

310 LaSalle LOT 52 OWNER(S): Carly Laney Carly Laney 10/29/17

STATE OF MISSISSIPPI
COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day(s) of March, 2017, within my jurisdiction, the within named Owners of Lots:

Belle Meade Subdivision

within Belle Meade Subdivision, who proved to me on the basis of satisfactory evidence to be such persons whose names are subscribed in the above and foregoing instrument and acknowledged that they executed the same in his/her representative capacity as Owner of such Lot and that by his/her signature on the instrument, and as the act and deed as Owner of such Lot, executed the above and foregoing instrument.

Kristina Loggins
NOTARY PUBLIC

My commission expires:

3/3/2020



RANKIN COUNTY MS LARRY SWALES, CHANCERY CLERK
CERTIFY THIS INSTRUMENT WAS FILED ON 3/23/2018 10:43:10 AM AND RECORDED IN DEED 2018 Pages 5279 - 5287

Commence at the northwest corner of the Southwest Quarter of Section 24, Township 6 North, Range 2 East, Rankin County, Mississippi, said corner being marked by a 1/2" iron pin, and run thence East for a distance of 2.5' to a point; run thence South for a distance of 2,116.10' to an iron pin at a fence corner on the north right-of-way line of Mississippi Highway No. 25, (as said north right-of-way line was established in May, 1988), said iron pin being also the point of beginning of the parcel of land more particularly described as follows, to wit:

Run thence North 00° 05' 17" East for a distance of 1,192.70' to a point; run thence North 82° 47' 57" East for a distance of 210.18' to a point; run thence North 31° 16' 44" East for a distance of 36.37' to a point; run thence South 24° 10' 30" East for a distance of 133.13' to a point; run thence South 34° 00' 23" East for a distance of 50.14' to a point; run thence South 40° 45' 37" East for a distance of 123.29' to a point; run thence North 48° 02' 17" East for a distance of 96.56' to a point; run thence South 87° 55' 48" East for a distance of 149.92' to a point; run thence North 68° 16' 34" East for a distance of 54.64' to a point; run thence South 87° 55' 48" East for a distance of 131.70' to a point; run thence South 01° 35' 36" West for a distance of 9.01' to a point; run thence South 02° 28' 01" West for a distance of 56.00' to a point; run thence South 02° 28' 01" West for a distance of 82.83' to a point; run thence South 01° 20' 21" West for a distance of 132.65' to a point; run thence South 81° 58' 23" West for a distance of 12.70' to a point; run thence South 81° 28' 43" West for a distance of 171.61' to a point; run thence South 44° 19' 31" West for a distance of 169.11' to a point; run thence South 68° 21' 19" West for a distance of 310.23' to a point; run thence South 10° 17' 04" West for a distance of 487.20' to a point on said north right-of-way line of Mississippi Highway No. 25; run thence South 67° 30' 25" West along said north right-of-way line of Mississippi Highway No. 25 for a distance of 120.33' to the point of beginning.

The above described parcel of land is situated in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) and in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 24, Township 6 North, Range 2 East, Rankin County, Mississippi, and contains 10.423 acres, more or less. Bearings used in this description were taken from the record description and Plat of Survey of the parcel of land from which the premises was partitioned. Sufficient monumentation was available to establish said orientation.

EXHIBIT "A"



Wmms