



Book:2024 Page:1912-1985
DEED
RCD: 01/31/2024 @01:29:33 PM
Rankin County, MS - Chancery Clerk
MARK S. SCARBOROUGH

24-6-2

SW SW

NW SW

BLM-1 BLM-2

L-1-52 L-31-52

Prepared by and Return to:
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Rawlings & MacInnis, P.A.
P.O. Box 1789
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601-898-1180
MS Bar No.: 8376

Indexing Instructions:
SW 1/4 of SW 1/4 and the NW 1/4 of SW 1/4, Section 24, Township
6 North, Range 2 East, Rankin County, Mississippi

Belle Meade Subdivision, Part One

Lots 31 – 52 (inclusive) & Parcels C & D of Belle Meade, Part Two
(Plat Cabinet C Slide 361) NW 1/4 SW 1/4 Section 24, T6N, R2E,
Rankin County

Lots 1 through 52, Belle Meade
Rankin County, Mississippi

SUPPLEMENT & AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR BELLE MEADE

WHEREAS, Belle Meade Homeowners Association, Inc. (the “Association”), a Mississippi non-profit corporation, manages that neighborhood known as the Belle Meade Subdivision (“Belle Meade”);

WHEREAS, there exists that Declaration of Covenants, Conditions and Restrictions for Belle Meade, which is dated February 13, 1998, and recorded on February 13, 1998 in Book 826 at Page 592 in the office of the Chancery Clerk of Rankin County, Mississippi (the “Original Covenants”), which document was subsequently amended or supplemented by: the Amendment to Covenants, Conditions and Restrictions for Belle Meade, which is dated August 30, 2000, and recorded on September 1, 2000 in Book 921 at Page 576; the Supplementary Declaration of

Covenants, Conditions and Restrictions for Belle Meade, Part Two, which is dated December 9, 2002, and recorded on December 9, 2002 in Book 1001 at Page 152; the Amendment to Declaration of Covenants, Conditions and Restrictions for Belle Meade, which is dated March 6, 2017, and recorded on March 23, 2018 in Book 2018 at Page 5279, (the Original Covenants and the above referenced filings will be collectively referred to herein as the “Covenants” or the “Declaration” and apply to all of the land described therein which constitutes the “Belle Meade Community”).

WHEREAS, pursuant to The Original Covenants and Covenants require an affirmative vote of at least seventy-five percent (75%) of the Owners of Lots to amend;

WHEREAS, at least seventy-five percent (75%) percent of the Owners, after being duly noticed, consented to this Amendment as evidenced by their original signatures appended hereto collectively as Exhibit “A” along with a copy of that “SOLICITATION FOR WRITTEN BALLOTS WITHOUT A MEETING” (“Solicitation”) dated October 19, 2023 as well as a copy of that “BALLOT AND NOTICE OF PROPOSED ACTION” (Belle Meade shall maintain complete copies of the original, executed ballots with copies of their accompanying signatures. The original notarized signature pages of all affirmative votes are attached in collective Exhibit “A”). At the time said Solicitation was mailed, there were and still remain 74 Owners (although the solicitation inadvertently stated there were 76 Owners). Nevertheless at least 75% of the Owners voted to amend (namely, there were 58 affirmative votes cast in favor of the proposed amendment); and

WHEREAS, the Board of Directors has voted unanimously to accept and adopt said Amendments as evidenced by that Unanimous Consent and Resolution, the original of which is attached hereto as Exhibit “B,” and the Association deems it desirable to the Subdivision to amend the Original Covenants and Covenants as set out below as the same are designed to promote the enjoyment and welfare of the Members;

NOW, THEREFORE, the Association and Belle Meade adopts this “SUPPLEMENT AND AMENDMENT to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BELLE MEADE” (“Amendment”) and declares the following amendments and modifications to the Declaration as set out below:

1. The following paragraphs and sub-sections shall be inserted at the end of Article XII, Section 1 of the Covenants:

All capitalized words shall have the meaning given to them in Article I of the Covenants unless otherwise stated in this Article. The terms “Owner” or “Owners” as used throughout the Original Covenants and Covenants shall mean any owner of record of the fee title of a Lot and is included in the definition of a Member under Article I.

All appearances, references and uses of the words “lease,” “leased,” “rent,” “rentals,” or any other words or implications allowing rentals or leases of any type are hereby stricken and removed from the Covenants and Original Covenants.

Section 1.1 Restrictions on Leasing and Renting.

- a. Occupancy of a Lot or any residence or improvement thereon (“ Dwelling”) shall only be by an Owner and/or the Owner’s family as a single-family residence. Except as set out in Section 1.1 c., below, no Lot or Dwelling or any part of a Lot or Dwelling (as distinguished from the entire Lot or Dwelling) shall be rented or leased for any period. “ Leased” or “ rented” shall include any lease-purchase, rent-to-own arrangement, VRBO, Airbnb or similar types of third-party bookings for stays and shall also include any owner-financed purchase arrangement where there is not an unlimited, fee simple interest vested in the occupant(s) of the Dwelling.
- b. No Dwelling, or any part thereof, may be rented or leased to others by the Owner or Owners of the Lot, or by any other person or entity, after the later of December 31, 2023, or upon the filing of the amendment to the Covenants.
- c. Notwithstanding anything else herein to the contrary, Dwellings, or any part thereof, that are being leased or rented on or before the filing of this Amendment by the record Owner as of the date of filing the Amendment may continue to be leased or rented by said Owner only until said Owner conveys title to the Lot or the Dwelling, or title is otherwise transferred or established in another name, or upon the death of Owner or Owners. If a Dwelling is owned by an entity at the time of the filing of the Amendment and is being leased or rented on or before the filing of this Amendment, the Dwelling or Lot may continue to be leased or rented by said Owner only until said Owner conveys title to the Lot or the Dwelling, or title is otherwise transferred or established in another name, or upon the dissolution of the Owner. All Owners must abide by all applicable laws, whether municipal, State, Federal or otherwise. Additionally, all Owners which are an entity must be registered with the Mississippi Secretary of State and be in good standing at all times. Any failure by an Owner to abide by any of these terms shall render the exception granted herein null and void and the Lot, Dwelling, any improvements thereon and all successor owners shall be subject to the terms of this Amendment thereafter. The Lot, Dwelling, or any part thereof, may not be leased or rented to any person or entity following the occurrence of any event set out herein.
- d. No tenant or lessee of Owner shall be permitted to sublease the Lot, Dwelling, or any part thereof at any time. A copy of any current, valid lease must be on file with the Association no later than fourteen (14) days following notice of this Amendment and within fourteen (14) days after any subsequent lease is entered into by Owner with a tenant or lessee. Immediately upon transfer of title to the Lot, Dwelling, any improvements thereon and all successor owners shall be subject to the terms of this Amendment, and the Lot, Dwelling, or any part thereof, may not be leased or rented to any person or entity thereafter (subject to the exceptions set out herein).

- e. In the event any Owner violates the provisions herein, any Owner or the Association shall have the right, but not the obligation, to seek enforcement and compliance with these provisions, including, but not limited to, seeking legal recourse in a Court of law including seeking to enjoin the violation and any resulting damages. Any Owner or the Association shall be entitled to all reasonable costs, including but not limited to, attorneys' fees and expenses incurred by the Association to enforce, or seek compliance with, this Amendment or the Covenants, whether or not legal action is filed, and said amounts will become a lien on the Lot and the personal obligation of the offending Owner or Owners. The failure of the Association to enforce any of the provisions herein shall not result in a waiver of the Association's right to require enforcement otherwise.
 - f. The Board of Directors of the Association may from time to time make rules and regulations regarding leases, or unauthorized leasing, including the imposition of fines for violation of the provisions herein or elsewhere in the Covenants.
 - g. To the extent any portion of this Amendment is inconsistent with any portion of the Covenants, this Amendment shall control. To the extent the Covenants allow, either expressly or implicitly, the leasing, renting or any similar arrangement of a Dwelling or Lot, those provisions are superseded by this Amendment. Except as amended or modified herein, the Covenants are unaffected hereby.
 - h. Each and every section and provision within those sections of this Amendment, and every portion thereof, is separate, severable and not dependent upon other provisions of this Amendment. If any section of this Amendment, or any portions thereof, are held to be invalid, then such finding of invalidity shall not affect the validity and application of the other sections and portions thereof.
2. This restriction is effective immediately, subject to the provisions and timelines set out herein.

Witness the signatures of those Lot Owners who voted affirmatively to approve said Amendment as set out in Exhibit "A" hereto.

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(Plat Cabinet C Slide 361) NW 1/4 SW 1/4 Section 24, T6N, R2E,
Rankin County

Lots 1 through 52, Belle Meade
Rankin County, Mississippi

[EXHIBITS TO FOLLOW]

EXHIBIT A

SOLICITATION FOR WRITTEN BALLOTS WITHOUT A MEETING

AND

EXECUTED BALLOTS

BELLE MEADE HOMEOWNERS ASSOCIATION, INC.

Belle Meade Homeowners Association, Inc.

October 19, 2023

**SOLICITATION FOR WRITTEN BALLOTS
WITHOUT A MEETING**

Pursuant to Mississippi Code Annotated §79-11-211, the President and the Board of Directors of the Belle Meade Homeowners Association, Inc. (the "Association") and the Association itself are soliciting written ballots. The Members and Owners of the Association (herein referred to as "Member," "Members," "Owner," or "Owners"), as defined in the Declaration of Covenants, Conditions and Restrictions for Belle Meade, which is dated February 13, 1998, and recorded on February 13, 1998 in Book 826 at Page 592 in the office of the Chancery Clerk of Rankin County, Mississippi (the "Original Covenants"), which document was subsequently amended or supplemented by: the Amendment to Covenants, Conditions and Restrictions for Belle Meade, which is dated August 30, 2000, and recorded on September 1, 2000 in Book 921 at Page 576; the Supplementary Declaration of Covenants, Conditions and Restrictions for Belle Meade, Part Two, which is dated December 9, 2002, and recorded on December 9, 2002 in Book 1001 at Page 152; the Amendment to Declaration of Covenants, Conditions and Restrictions for Belle Meade, which is dated March 6, 2017, and recorded on March 23, 2018 in Book 2018 at Page 5279, (the Original Covenants and the above referenced filings will be collectively referred to herein as the "Covenants" or the "Declaration" and apply to all of the land described therein which constitutes the "Belle Meade Community") and as defined in the Bylaws of the Association ("Bylaws") are being solicited for ballots.

The Association and the Board of Directors are asking the Owners to vote by written ballot on certain proposed action, namely, to adopt a proposed "*SUPPLEMENT AND AMENDMENT OF DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BELLE MEADE*" (the "Supplement") **to prohibit leasing of dwellings while grandfathering existing lessors.** This Supplement will amend a portion of the Original Covenants and Covenants, except as stated in the Proposed Amendment. The Ballot and Notice of Proposed Action is enclosed and describes the proposed action and gives each Member an opportunity to vote for or against the proposed action. If the Proposed Amendment passes, a Supplement will be filed in the land records of Rankin County, Mississippi.

The Proposed Amendment must receive responses totaling a quorum, and for purposes of Amendments to the Covenants that is at least two-thirds (2/3's) of the eligible Members. While the Covenants and Bylaws do state that general voting requirements allow only one vote per Lot, Covenant amendments require all Owners/Members to be counted for purposes of determining vote percentages. As there are 76 Owners of Lots in the Belle Meade Community, at least 51 Member votes must be received to meet the quorum requirements. The Original Covenants and Covenants require an affirmative vote of at least seventy-five percent (75%) of the Owners of Lots to amend. As there are 76 Owners, at least 57 affirmative votes must be cast for the proposed amendment to pass. **The ballot for the amendment to the Declaration must be notarized. There will be no voting by proxy.**

The ballot period will commence on October 19, 2023. To be counted, all ballots should be properly completed and executed and returned to the Association **no later than December 31, 2023, which is the end of the ballot period. Ballots may be returned by mail to Belle Meade Homeowners Association, Inc., 101 Belle Meade Boulevard, Flowood, Mississippi 39232**, or by delivery to a member of the Board of Directors of the Association, by **no later than the conclusion of the ballot period.**

Emails and social media posts may be sent out notifying Members of dates, times, and locations where a notary public may be available to notarize signatures. Additionally, members of the Board of Directors or their designees may, if necessary, go door-to-door to collect ballots before the close of the ballot period.

BELLE MEADE HOMEOWNERS ASSOCIATION, INC.

By: Scott Albritton, President, by authority of the Board of Directors

BALLOT AND NOTICE OF PROPOSED ACTION

In accordance with applicable law, the President and the Belle Meade Homeowners Association, Inc. (the "Association") have solicited ballots from the Members of the Association in that "*SOLICITATION FOR WRITTEN BALLOTS WITHOUT A MEETING*" dated October 19, 2023 (the "Solicitation"). The proposed action is to adopt that Proposed Amendment (the "Supplement" or "Amendment") which will amend the Original Covenants and Covenants as set out in the Proposed Amendment included in the ballot. For purposes of this ballot, the words and terms used shall have the meaning as set out in the Original Covenants, Covenants and Bylaws unless stated otherwise as defined in the Solicitation. If approved, the Supplement will become effective upon filing in the land records of the Rankin County, Mississippi Chancery Clerk.

****Check Only Whether You Agree or Disagree with the Proposed Action and Sign and Date Where Indicated****

****The Ballot Must be Executed and Notarized to be counted****

The following action is proposed:

[BALLOT CONTINUES ON NEXT PAGE]

[PAGE ONE OF BALLOT]

PROPOSED AMENDMENT

The following paragraphs and sub-sections shall be inserted at the end of Article XII, Section 1 of the Covenants:

All capitalized words shall have the meaning given to them in Article I of the Covenants unless otherwise stated in this Article. The terms "Owner" or "Owners" as used throughout the Original Covenants and Covenants shall mean any owner of record of the fee title of a Lot and is included in the definition of a Member under Article I.

All appearances, references and uses of the words "lease," "leased," "rent," "rentals," or any other words or implications allowing rentals or leases of any type are hereby stricken and removed from the Covenants and Original Covenants.

Section 1.1 Restrictions on Leasing and Renting.

- a. Occupancy of a Lot or any residence or improvement thereon (" Dwelling ") shall only be by an Owner and/or the Owner's family as a single-family residence. Except as set out in Section 1.1 c., below, no Lot or Dwelling or any part of a Lot or Dwelling (as distinguished from the entire Lot or Dwelling) shall be rented or leased for any period. "Leased" or "rented" shall include any lease-purchase, rent-to-own arrangement, VRBO, Airbnb or similar types of third-party bookings for stays and shall also include any owner-financed purchase arrangement where there is not an unlimited, fee simple interest vested in the occupant(s) of the Dwelling.
- b. No Dwelling, or any part thereof, may be rented or leased to others by the Owner or Owners of the Lot, or by any other person or entity, after the later of December 31, 2023, or upon the filing of the amendment to the Covenants.
- c. Notwithstanding anything else herein to the contrary, Dwellings, or any part thereof, that are being leased or rented on or before the filing of this Amendment by the record Owner as of the date of filing the Amendment may continue to be leased or rented by said Owner only until said Owner conveys title to the Lot or the Dwelling, or title is otherwise transferred or established in another name, or upon the death of Owner or Owners. If a Dwelling is owned by an entity at the time of the filing of the Amendment and is being leased or rented on or before the filing of this Amendment, the Dwelling or Lot may continue to be leased or rented by said Owner only until said Owner conveys title to the Lot or the Dwelling, or title is otherwise transferred or established in another name, or upon the dissolution of the Owner. All Owners must abide by all applicable laws, whether municipal, State, Federal or otherwise. Additionally, all Owners which are an entity must be registered with the Mississippi Secretary of State and be in good standing at all times. Any failure by an Owner to abide by any of these terms shall render the exception granted herein null and void and the Lot, Dwelling, any improvements thereon and all successor owners shall be subject to the terms of this Amendment thereafter. The Lot, Dwelling, or any part thereof, may not be leased or rented to any person or entity following the occurrence of any event set out herein.
- d. No tenant or lessee of Owner shall be permitted to sublease the Lot, Dwelling, or any part thereof at any time. A copy of any current, valid lease must be on file with the Association no later than fourteen (14) days following notice of this Amendment and within fourteen (14) days after any subsequent lease is entered into by Owner with a tenant or lessee. Immediately upon transfer of title to the Lot, Dwelling, any improvements thereon and all successor owners shall be subject to the terms of this Amendment, and the Lot, Dwelling, or any part thereof, may not be leased or rented to any person or entity thereafter (subject to the exceptions set out herein).

- e. In the event any Owner violates the provisions herein, any Owner or the Association shall have the right, but not the obligation, to seek enforcement and compliance with these provisions, including, but not limited to, seeking legal recourse in a Court of law including seeking to enjoin the violation and any resulting damages. Any Owner or the Association shall be entitled to all reasonable costs, including but not limited to, attorneys' fees and expenses incurred by the Association to enforce, or seek compliance with, this Amendment or the Covenants, whether or not legal action is filed, and said amounts will become a lien on the Lot and the personal obligation of the offending Owner or Owners. The failure of the Association to enforce any of the provisions herein shall not result in a waiver of the Association's right to require enforcement otherwise.
- f. The Board of Directors of the Association may from time to time make rules and regulations regarding leases, or unauthorized leasing, including the imposition of fines for violation of the provisions herein or elsewhere in the Covenants.
- g. To the extent any portion of this Amendment is inconsistent with any portion of the Covenants, this Amendment shall control. To the extent the Covenants allow, either expressly or implicitly, the leasing, renting or any similar arrangement of a Dwelling or Lot, those provisions are superseded by this Amendment. Except as amended or modified herein, the Covenants are unaffected hereby.
- h. Each and every section and provision within those sections of this Amendment, and every portion thereof, is separate, severable and not dependent upon other provisions of this Amendment. If any section of this Amendment, or any portions thereof, are held to be invalid, then such finding of invalidity shall not affect the validity and application of the other sections and portions thereof.

_____ **I agree with the proposed action.**

_____ **I do not agree with the proposed action.**

SIGNED: _____
PRINTED NAME: _____
LOT #: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2023 within my jurisdiction, the within named _____, who acknowledged that he/she executed and delivered the above and foregoing Ballot as his/her act and deed.

Given under my hand and seal of office.

 Notary Public

My Commission Expires:

[PAGE TWO OF BALLOT]

[ADDITIONAL BALLOT ON NEXT PAGE IF MORE THAN ONE OWNER]

[ADDITIONAL BALLOT IF MORE THAN ONE OWNER]

_____ I agree with the proposed action.

_____ I do not agree with the proposed action.

SIGNED: _____
PRINTED NAME: _____
LOT #: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2023 within my jurisdiction, the within named _____, who acknowledged that he/she executed and delivered the above and foregoing Ballot as his/her act and deed.

Given under my hand and seal of office.

Notary Public

My Commission Expires:

[PAGE 3 OF BALLOT]

[END OF BALLOT]

EXHIBIT B

**UNANIMOUS CONSENT AND RESOLUTION
OF THE BOARD OF DIRECTORS OF
BELLE MEADE HOMEOWNERS ASSOCIATION, INC.**

**UNANIMOUS CONSENT AND RESOLUTION OF
THE BOARD OF DIRECTORS OF
BELLE MEADE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Board of Directors of Belle Meade Homeowners Association, Inc. (the "Association"), a Mississippi non-profit corporation, on January 27, 2024 held a special meeting duly noticed and an item considered by the Board at said meeting was to discuss formally adopting amendments to that Declaration of Covenants and Restrictions for Belle Meade, which is dated February 13, 1998, and was recorded on February 13, 1998 in Book 826 at Page 592 of the land records of the Chancery Clerk of Rankin County, Mississippi, as supplemented and amended (the "Covenants"); and

WHEREAS, at said meeting the Board of Directors considered the tally of Ballots cast by the Members of the Association in response to that "*Solicitation for Written Ballots Without a Meeting*" dated October 19, 2023, and as a result it was determined that the proposed "*SUPPLEMENT AND AMENDMENT OF DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BELLE MEADE*" (the "Supplement") was approved by more than seventy-five percent (75%) of the Members of the Association, as required by the Covenants;

WHEREAS, at said meeting, the Board of Directors voted and unanimously consented to the adoption of said Supplement. It was voted upon and resolved as follows:

RESOLVED, that the Covenants are hereby deemed amended as set out in that *Solicitation for Written Ballots Without a Meeting* dated October 19, 2023 and the written ballots accompanying said Solicitation.

RESOLVED FURTHER, that said Supplement shall be deemed effective as of the date of filing of the Supplement in the land records of Rankin County, Mississippi.

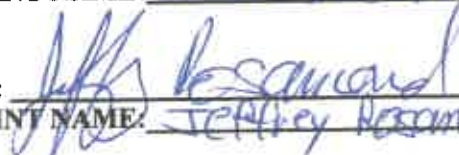
RESOLVED FURTHER, that counsel for the Association is authorized to prepare the formal Amendment to the Covenants and file same in the land records of the Chancery Clerk of Rankin County, Mississippi.

RESOLVED FURTHER, that the Secretary of the Association is hereby authorized to make a record of the amendments on the corporate books and records of the Association and to notify the Members of the Association of the approval of the amendments.

27 In testimony whereof, witness our signatures and seal of said Directors of said corporation, effective the day of January, 2024.

**BELLE MEADE HOMEOWNERS
ASSOCIATION, INC.**

BY: 
PRINT NAME: SCOTT ALBRITTON, DIRECTOR

BY: 
PRINT NAME: JEFFREY BESMOND, DIRECTOR

BY: Howard G. Emington
PRINT NAME: HOWARD G. EMINGTON, DIRECTOR

BY: Larry McMaster
PRINT NAME: LARRY MCMASTER, DIRECTOR

BY: Allison Hoggatt
PRINT NAME: ALLISON HOGGATT, DIRECTOR

BY: _____
PRINT NAME: _____, DIRECTOR

BY: _____
PRINT NAME: _____, DIRECTOR

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution regularly presented to and adopted by the Board of Directors at a meeting and a vote duly called and held as and when described above by all directors who were present either in person or by proxy and voted, and that such resolution is duly recorded in the minute book of this corporation; that the directors have been duly elected or appointed to, and are the present incumbents of their respective offices.

SECRETARY:

**BELLE MEADE HOMEOWNERS
ASSOCIATION, INC.**

By: Allison Hoggatt
Print Name:
Its: **SECRETARY**

