



MADISON COUNTY, MS
 I certify this instrument filed/recorded
 08/04/2021 12:09:29 PM
 Inst. 933027 Page 1 of 5
 Book: T - 4079 / 196.00
 Witness my hand and seal
 RONNY LOTT, C.C. BY: JL D.C.

Prepared by and Return To:

Butler Snow LLP
 Attn: Corey A. Aiken (MS Bar # 104444)
 1020 Highland Colony Parkway, Suite 1400
 Ridgeland, MS 39157
 (601) 948-5711

Eastwick III

Indexing Instruction to the Chancery Clerk of Madison County, Mississippi

Lots T-11 and T-12, Eastwick – Block “T” Phase III @ Reunion, a subdivision according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, in Plat Cabinet F, Slide 181A;

and

A parcel of land being located in the NE ¼ of the SE ¼ of Section 27, T-8-N, R-1-E, Madison County, Mississippi.

**SUPPLEMENTAL DECLARATION
 AND AMENDMENT**

WHEREAS, REUNION, INC., a Mississippi corporation (the “**Declarant**”), having an address of 105 Reunion Boulevard, Madison, MS 39110 and a telephone number of (601) 605-9797, filed in the land records of the Chancery Clerk of Madison County, Mississippi a Declaration of Covenants and Restrictions in Book 1518 at Page 515, Book 1523 at Page 115, Book 1748 at Page 001, and amended in Book 2180 at Page 624 and Book 2299 at Page 0813, and as may be further amended or supplemented from time to time (collectively, the “**Declaration**”);

WHEREAS, the Declaration, in Article II thereof, provided that the Declarant could add other property to the Declaration by filing a supplemental declaration with a description of that property which shall then become subject to the Declaration;

WHEREAS, the Declarant desires to subject the property described on Exhibit “A” attached hereto (the “**Property**”) to the Declaration and all of its requirements, restrictions and covenants, and also the additional covenants, restrictions, charges and liens set forth herein (the “**Additional Restrictions**”).

NOW, THEREFORE, the Declarant declares that the Property is, and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens which are specifically set forth in the Declaration and also the Additional Restrictions.

All covenants, restrictions, easements, charges and liens set forth in the Declaration, as amended, and the Additional Restrictions as set forth in this Supplemental Declaration, shall be binding upon the Property.

1. Additional Restrictions.

a. In addition to the above, the following shall be binding on the Property:

- i. Construction of Fence on Any Lot (Lot T-11 and T-12). The Owner of Lot T-11 or T-12 may construct a fence on such lot if so desired, on condition that such fence must be made of iron. The location and aesthetics of any such fence must be submitted to and approved by the A.R.C. before construction of such fence begins.
- ii. Construction of Structure Other than Fence on Lots T-11 and T-12. An Owner of any of Lots T-11 or T-12 shall not install or place, or permit to be installed or placed, any structure (including a swimming pool, spa, therapeutic pool, arbor, pavement or patio, but excluding a fence) within 10 feet from such Lot's real lot line.
- iii. Storm Water Management. An owner of any Lot that constitutes part of the Property shall maintain such Lot in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement shall be in effect from the beginning of site preparation and shall continue throughout the establishment of permanent vegetative cover. Declarant is not responsible for any damages, which hereafter may be suffered by such owner or other Lot owners or parties as a result of site preparation work carried out by such Lot owner and his or her contractors or subcontractors. In addition, Declarant shall not be responsible for any loss or damage which hereafter may be suffered by such Lot owner, to persons or entities in privity with such Lot owner, and/or to any improvements made to said lots which incur or are damaged as a result of the natural flow of storm water, the overflow of established drainage ways, or the failure to maintain said drainage ways by the persons or agencies responsible therefore. Each owner of any Lot that constitutes part of the Property hereby releases, acquits, holds harmless, discharges Declarant from any and all claims, actions and causes of actions that may hereinafter arise as a result of damages incurred or to be incurred by such Lot owner or persons or entities in privity with such Lot owner, as a result of the natural flow of storm water, the overflow of established drainage ways, or the failure to maintain said drainage ways. Each owner of any Lot that constitutes part of the Property does hereby fully indemnify and hold Declarant harmless from any such damages sustained in connection with this Section.

- iv. Construction of Residence. An owner of any Lot that constitutes part of the Property shall begin construction of a residence on such Lot within two (2) years after acquiring title to such Lot. At the time the residence is constructed on the Lot, such owner shall also construct a sidewalk. All site plans, landscaping plans and the plans and specifications for the residence and sidewalk must be approved by the ARC as established by the Declaration. The builder for the residence on the Lot shall have been approved by ARC as a condition to commencement of construction.
2. Full Force. The Declaration, amended hereby, remains in full force and effect in accordance with its terms.
3. Plat Restrictions. All lots shown on the Plat of Eastwick – Block “T” Phase III @ Reunion, a subdivision according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, in Plat Cabinet F, Slide 181A (the “**Plat**”) shall be subject to any other restrictions or set-backs as set forth on the Plat.
4. Terms. All terms not otherwise defined herein shall have the same meaning as ascribed to them in the Declaration.

[Signature page follows]

Witness the signature of REUNION, INC., by and through its duly authorized officer, this 21 day of July, 2021.

REUNION, INC.,
a Mississippi corporation

By: [Signature]
Keith D. Kent, Its Vice President

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21 day of July, 2021, within jurisdiction, the within named KEITH D. KENT, who acknowledged that he is the Vice President of REUNION, INC., 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.

[Signature]
Notary Public



EXHIBIT "A"
Legal Description

Eastwick – Block "T" – Phase III:

DESCRIPTION - EASTWICK – BLOCK "T" – PHASE III:

A parcel of land located in the NE 1/4 of the SE 1/4 of Section 27, T-8-N, R-1-E, Madison County, Mississippi and being more particularly described as follows:

Commence at an iron pin found at the southeast corner of Lot K-12 of Dalton - Block "K" @ Reunion, as recorded in the Chancery Clerk's office of Madison County, Mississippi, said point also being the Point of Beginning.

From said Point of Beginning run S50°10'58"E along the South boundary of said Dalton – Block "K" @ Reunion a distance of 137.03 feet to Honours Drive right-of-way; thence run along said Honours Drive right-of-way the following calls: along a non-tangent curve to the right having a radius of 2,159.05 feet, an arc length of 129.02 feet, a Delta of 03°25'26", a Tangent of 64.53 feet, a chord bearing of S40°43'50"W, and a chord distance of 129.00 feet; thence run along a curve to the right having a radius of 2,266.63 feet, an arc length of 109.07 feet, a Delta of 02°45'25", a Tangent of 54.55 feet, a chord bearing of S44°13'16"W, and a chord distance of 109.06 feet; thence run along a reverse curve to the left having a radius of 843.65 feet, an arc length of 37.38 feet, a Delta of 02°32'19", a Tangent of 18.69 feet, a chord bearing of S44°33'46"W, and a chord distance of 37.38 feet to the boundary of the Reunion Golf & Country Club parcel described in deed book 533, page 120; thence leaving said right-of-way, run N24°20'44"W along said Reunion Golf & Country Club parcel a distance of 188.28 feet; thence run N00°40'13"W along said Reunion Golf & Country Club parcel a distance of 83.99 feet to the southwest corner of Lot K-11 of said Dalton - Block "K" @ Reunion; thence run N77°48'11"E along the south line of said Lot K-11 of Dalton - Block "K" @ Reunion a distance of 65.63 feet to the southeast corner of said Lot K-11; thence run N77°40'20"E along the south line Lot K-12 of Dalton - Block "K" @ Reunion of a distance of 97.91 feet back to southeast corner of said Lot K-12 also being the Point of Beginning.

Said Parcel contains 1.02 acres, more or less.

And also:

Lots T-11 and T-12, Eastwick – Block "T" Phase III @ Reunion, a subdivision according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, in Plat Cabinet F, Slide 181A.