



MADISON COUNTY, MS
 I certify this instrument filed/recorded
 08/04/2021 12:09:33 PM
 Inst. 933030 Page 1 of 6
 Book: T - 4079 / 206.00
 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

Winchester II

Indexing Instruction to the Chancery Clerk of Madison County, Mississippi

Lots Z-8 through Z-16, Winchester – Block “Z” Phase II @ 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 181B * 182A

and

A parcel of land being located in the SE 1/4 of Section 26, 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 Structure Other than Fence on Lots Z-9 and Z-10. An Owner of any of Lots Z-9 or Z-10 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 rear lot line.
- ii. Construction of Structure Other than Fence on Lots Abutting Gas Line Easement. An Owner of any of Lots Z-11 through Z-16 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, which is governed by Section 1.a.iii), within 25 feet from the centerline of the easement described in the Right of Way granted to Shell Pipe Line Corporation, a Maryland corporation, its successors and assigns, which is recorded with the Chancery Clerk of Madison County, Mississippi in Deed Book 125, Page 164 (the "**Gas Line Easement**").
- iii. Construction of Fence on Any Lot Line Abutting Gas Line Easement. An Owner of any of Lots Z-11 through Z-16 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. No part of any such fence may be placed within 15 feet from the centerline of the Gas Line Easement, and any such fence must contain a rear access gate that provides the Owner with access to maintain the space between the rear lot line and the fence.
- iv. Construction of Structure Other than Fence on Lot Z-8. The Owner of Lot Z-8 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, which is governed by Section 1.a.v) within 30 feet from the interior edge of such Owner's seawall. Notwithstanding the previous sentence, such Owner may install or place, or permit to be installed or placed, a boathouse on such Lot, on condition that the location and aesthetics

of such boathouse must be approved by the A.R.C. before construction of such boathouse begins.

- v. Construction of Fence on Lot Z-8. The Owner of Lot Z-8 may construct a fence on such Lot if so desired, on condition that such fence must be made of iron and/or brick and must extend to the rear building setback line of such Lot. 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. Notwithstanding the foregoing, any fence installed on the side of the Lot that is bounded by water must be made exclusively of iron.
- vi. Construction of Fence on Any Lot that Abuts Common Property (Lot Z-10). The Owner of Lot Z-10 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.
- vii. 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.

- viii. 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 Winchester – Block “Z” Phase II at 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 181B, 182A (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

My Commission Expires: [Signature]
ID # 81130
LAURA KESTENBAUM
Commission Expires June 8, 2022
MADISON COUNTY
(SEAL)

EXHIBIT "A"
Legal Description

Winchester – Block "Z" – Phase II, including Pump Station 12:

Commence at an iron pin found at the southwest corner of Lot R-24 of Rosedowne - Block "R" @ Reunion, as recorded in the Chancery Clerk's office of Madison County, Mississippi, and run S49°54'21"W a distance of 59.85 feet to the west right-of-way line of Lake Village Drive, as recorded in the Chancery Clerk's office of Madison County, Mississippi, for the Point of Beginning.

From said Point of Beginning, run along said west Lake Village Drive right-of-way and the west boundary of Winchester - Block "Z" @ Reunion the following calls: run southeasterly along a non-tangent curve to the right having a radius of 604 A parcel of land located in the SE 1/4 of Section 26, T-8-N, R-1-E, Madison County, Mississippi and being more particularly described as follows:

.77 feet, an arc length 239.96', a delta of 22°44'02", a Tangent of 121.58 feet, a chord bearing of S28°41'25"E, and a chord length of 238.39 feet; thence run S17°19'24"E a distance of 317.60 feet; thence run along a curve to the left having a radius of 437.89 feet, an arc length of 121.35 feet, a delta of 15°52'41", a Tangent of 61.07 feet, a chord bearing of S25°15'45"E, and a chord length of 120.96 feet; thence run S33°12'05"E a distance of 16.02 feet; thence leave the said right-of-way line and run S66°30'16"W a distance of 185.03 feet; thence run N29°45'13"W a distance of 207.94 feet; thence run N28°16'06"W a distance of 103.06 feet; thence run N28°17'29"W a distance of 131.63 feet; thence run N27°58'52"W a distance of 50.12 feet; thence run N27°46'58"W a distance of 149.44 feet; thence run N22°04'58"W a distance of 169.75 feet; thence run S71°16'34"W a distance of 204.48 feet; thence run S63°56'57"W a distance of 154.73 feet; thence run S61°45'30"W a distance of 211.27 feet to the Lake No. 2 boundary as described in deed book 2214, page 240; thence run N49°36'15"W along said Lake No. 2 boundary a distance of 142.44 feet; thence run N03°57'07"W along said Lake No. 2 boundary a distance of 31.66 feet to the south right-of-way of Lake Village Drive; thence run along the said right-of-way of Lake Village Drive the following calls: run N60°12'17"E a distance of 26.59 feet; thence run N29°47'43"W a distance of 20.00 feet; thence run N60°12'17"E a distance of 345.32 feet; thence run along a curve to the right having a radius of 466.00 feet, an arc length of 648.62 feet, a Delta of 79°44'55", a Tangent of 389.28 feet, a chord bearing of S79°55'15"E, a chord distance of 597.51 feet back to the Point of Beginning.

Said Parcel contains 7.31 acres, more or less.

And also:

Lots Z-8 through Z-16, Winchester – Block "Z" Phase II @ 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 181B

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