

BOOK 3922 PAGE 515 DOC 14 TY W  
INST # 906755 MADISON COUNTY MS.  
This instrument was filed for  
record 9/30/20 at 4:33:20 PM  
RONNY LOTT, C.C. BY: KAA D.C.

---

**Prepared By:**

Richard A. Eisenberger, Jr., MS Bar #104882  
242 Market Street  
Flowood, MS 39232  
Telephone: (601) 664-0044

**Return To:**

Shows Law Firm PLLC  
242 Market Street  
Flowood, MS 39232  
Telephone: (601) 664-0044

52<sup>00</sup>/<sub>645</sub> ②

---

State of Mississippi

County of Madison

**DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
YANDELL FARMS OF SHEFFIELD, PART 1**

---

**INDEXING INSTRUCTIONS:**

Lots 1-43; 46-49; 52-55; and 57-61, Yandell Farms of Sheffield, Part 1  
Madison County, Mississippi

**DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR  
YANDELL FARMS OF SHEFFIELD, PART 1**

**THIS DECLARATION** is made effective the 7<sup>th</sup> day of November, 2019, by JWAR Properties, LLC, a Mississippi Limited Liability Company, which shall be deemed to be the “Developer” or “Declarant” as the word is used hereafter.

**WHEREAS**, the Developer intends to construct, or has constructed streets or roads on the property described in **Exhibit “A”** and warrants that it will construct, or have constructed all streets and roads to Madison County, Mississippi specifications and will proceed with construction of said streets as specified by said County and as weather permits; and

**WHEREAS**, the Developer wishes to establish standards making Yandell Farms of Sheffield, Part 1 (hereinafter “Yandell Farms”) a desirable place for property ownership; and

**WHEREAS**, the Developer desires that each time said properties are sold or leased that all improvements erected thereon, whether by Developer or any other owner, shall comply with the protective covenants contained herein and any other covenants which might be imposed in the future in accordance with the terms hereof, on any portion of the properties covered herein and any properties which might later be included through expansion as hereinafter provided; and

**WHEREAS**, the purpose of these covenants and restrictions is to enhance the charm and beauty of Yandell Farms and its surroundings; to provide the proper development and use of each building site within said property; to protect the owner or development and uses of other sites as will depreciate the value of his or her site; to prevent the erection on said property structures built of unsuitable design or improper materials; to prevent haphazard or inharmonious improvements; to provide for maintenance and in general to provide high quality of improvement on said property in accordance with sensible and orderly development plans; and

**WHEREAS**, the Developer desires that all property described in **Exhibit “A”** herein is located adjacent to and connected with an existing subdivision known as Cedar Green of Sheffield which has an operating homeowners association which is formed under the laws of the State of Mississippi, as a non-profit and non-share corporation named Sheffield Homeowners Association, Inc., and such corporation has its purpose of carrying out powers and duties mentioned herein and such powers and duties relating to the subject properties as may be specified in the corporation’s bylaws; and

**WHEREAS**, in order to facilitate the compliance with the provisions, letter, spirit, and intent of this Declaration, Developer desires that each property owner within Yandell Farms be a member of the Sheffield Homeowners Association, Inc. (“Association”), and that the bylaws of

the association shall be deemed to be adopted by Developer as sole owner of the property described in **Exhibit "A"** herein and all future owners shall be bound thereby; and

**NOW THEREFORE**, Developer does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land described herein and shall be a benefit and burden to Developer, its successors and assigns, and to any person acquiring or owning an interest in the subject real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

## SECTION 1. PROPERTIES INCLUDED

**1.01. Property Subject to Declaration.** The real property which is subject to this Declaration is located in Madison County, Mississippi and is more particularly described in **Exhibit A**.

## SECTION 2. COVENANT OF COMPLIANCE BY OWNERS

**2.01. Covenant to Comply.** Every person or persons who accepts a deed to a parcel of the Property or lot within Yandell Farms covenants, whether or not it shall be so expressed in the deed of conveyance that he will faithfully comply with and abide by the letter and spirit of the provisions of this Declaration and the bylaws, rules and regulations of the Association as same may be constituted and as they may be lawfully amended from time to time.

**2.02. Prohibited Ownership.** Except for Developer and any residential home builder who is building a single-family residential home within a subdivision, corporation, LLC, partnership, associations or groups of any kind may not own lots within Yandell Farms. Lots and improvements thereon shall be held by one individual, except that a person and his or her spouse may own a lot and improvements jointly. A trustee may, however, for a limited period and because of foreclosure or other involuntary acquisition, hold title to a lot or property for up to one (1) year subject to these covenants so long as all of the covenants hereof are observed. An estate may hold title to a lot or property for up to three (3) years so long as all covenants hereof are observed. A revocable trust or a residence trust may own a lot in the subdivision but shall be subject to all assessments levied by the Association.

**2.03. Conveyance of Property.** Each property owner covenants to notify the Association in writing of the transfer or sale of his property and the name of the new owner. No lot or property may be sold or transferred without notifying the Association. All new owners shall be required to become a member of the Association and be subject to this Declaration and the bylaws, rules and regulations of the Association. An owner of a lot in Yandell Farms may lease his residence so long as the lease is in writing and is for a term of at least six (6) months. The owner shall deliver a copy of the lease to the Association. Both the owner and lessee shall be responsible for abiding by these covenants.

SECTION 3.  
SHEFFIELD HOMEOWNERS ASSOCIATION, INC.

**3.01. Membership.** Each owner of property within Yandell Farms shall be a member of the Association, and this membership shall be inseparable or appurtenant to and shall pass with the title to each parcel of property. Property with multiple owners shall be entitled to one membership in the Association and one of the owners of such property shall be designated in writing by the co-owners as their respective representative in matters pertaining to the Association.

**3.02. Voting Rights.** Every member of the Association shall have one vote for the election of all officers and for all other matters and purposes of the Association. If the fee title to any property is owned of record by more than one person, the vote appurtenant to such property may be exercised by only one of the fee owners whereof as designated in writing by the other co-owner of the subject property. The Developer shall have one more vote than all other lot owners combined, while the Developer is the owner of two or more lots within Yandell Farms. Voting of the members or the Board of the Association may be conducted by electronic means such as email or online voting system however a record of such must be kept by the Association.

**3.03. Delegation of Membership and Voting Rights.** Any owner may delegate or give a proxy to any other owner and member of the Association. Nothing herein contained, however, shall relieve the owner of his responsibility for all obligations which the owner might have under the terms of this Declaration and under the bylaws, rules and regulations of the Association.

**3.04. Board of Directors.** The Association, which will have jurisdiction over Yandell Farms, shall be governed by a Board of Directors. The Board of Directors shall have the power to further define the provisions of this Declaration and to pass and enforce additional rules and regulations in any area of activity where the safety, health, and security of the members of the Association involved, however, the Board of Directors shall not have authority to adopt rules or regulations that are in violation of these covenants.

**3.05. Disagreements Between Members.** The Board of directors shall not intervene or act in matters involving personal disagreements between two or more members unless some matter of Association policy is involved or threatened.

**3.06. Disagreement with Board of Directors.** If a member disagrees with any action or ruling by the Board of Directors, it shall be the obligation of the Board and such member to meet and attempt to work out a mutually satisfactory solution. If such solution cannot be reached, then, by agreement, the Parties may agree to appoint a three-member board of arbitration in an additional effort to resolve the disagreement. The Arbitration Board would consist of a person appointed by the Association Board of Directors, a second person appointed by the landowner, and a third member selected by other appointed members of the Arbitration Panel.

**3.07. Rules and Regulations.** The Association reserves the right to formulate such rules and regulations as may be necessary for the fit and proper governance of appropriate parts of the Property as designated by the Developer.

**3.08. Developer Reservations.** Notwithstanding anything herein to the contrary, all rights and duties conferred on the Board of Directors or the Association under all Sections of this Declaration except for Section 5 shall be exercised by Developer for eight (8) years following the execution of this Declaration as to the property described in **Exhibit A**. Developer reserves the right to exercise all rights and duties and give consents and waivers under Section 5 hereof for a period of eight (8) years following the execution of the Declaration. Developer may turn over all rights reserved hereunder to the Board of Directors at any time prior to eight (8) years. Any rights reserved under this paragraph will be automatically extinguished or divested, and vested in said association at such time as Developer has divested itself of all right, title and interest in and to the Property.

**3.09. Annual Meeting and Quorum Requirements.** The Board of Directors shall hold an annual meeting of the association at some point during each calendar year and may from time to time hold a special meeting. Written notice of an annual or special meeting of the association, except as provided by Section 8.02 herein, shall be sent to all Members not less than 10 (ten) days nor more than forty-five (45) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty (50%) percent of all the votes of the membership shall constitute a quorum, unless no such objection is raised by any member or proxy present, then there shall be declared a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-fourth (1/4) of the required quorum at the preceding meeting, unless no such objection is raised by any member or proxy present, then there shall be declared a quorum. If, at the second called meeting, the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at such subsequent meeting shall be one-eighth (1/8) of the required quorum at the initial meeting, unless no such objection is raised by any member or proxy present, then there shall be declared a quorum.. (i.e., (1/8) of the first called meeting).

#### SECTION 4. COVENANT FOR ASSESSMENT

**4.01. Creation of the Lien and Personal Obligation for Assessments.** The Developer hereby covenants and each owner of any lot or property by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following:

A. An initial assessment payable at the time the owner acquires fee title to any lot in the amount of Two Hundred Sixty Dollars (\$260.00) for each lot acquired by him. This amount is to be prorated from the date of closing until July 1, at which time a regular annual assessment will be due. The initial annual assessment for Yandell Farms shall be Two

Hundred Sixty Dollars (\$260.00) per lot owned. The Board of Directors is authorized to change the due date for assessments if desired.

**B.** A regular annual assessment payable on or before the first day of June of each year thereafter in an amount necessary to pay for (i) street lighting, parking, and the upkeep of the front entrance, (ii) insurance premiums; (iii) paying all necessary and reasonable costs of administration, management, legal and accounting services connected with the Association, including, the payment of a reasonable fee to any management agent designated by the Association; and (iv) provide such other services as the Association may deem to be in the best interest of the development and the members of the Association. The Developer will not be assessed any assessments for any lots owned by Developer in Yandell Farms.

**C.** The Association is not organized for profit and no part of the net earnings shall inure to the benefit of any member, any director of the Association, any officer of the Association, or of any other individual.

**D.** Notwithstanding any other provision herein, a residential home Builder shall never owe any assessment(s) for or related to any lot owned by such residential home Builder.

**4.02. Annual Budget.** The Board of Directors of the Association shall cause to be prepared an annual budget for the calendar year and provide a copy of such to each member. Every effort shall be made to keep the budget as low as possible consistent with the obligations to be met. In the preparation of such budget, the board may not only consider budgeting for the actual cost of operations but also for a contingency fund to be accumulated for future maintenance as needed. The purpose of such contingency fund is to prevent and avoid the necessity for special assessments which would work hardship on the members of the Association. The Board may authorize deferred payments if such payment would result in any hardship upon any member of the Association.

**4.03. General.** The initial and annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the lot or property against which each such assessment is made. All attorney fees shall also be the personal obligation of the person who was the owner of such lot or property at the time when the assessment fell due. No owner shall relieve himself of his personal obligations for delinquent assessments by passing such obligation to his successors in title without the written consent and approval of the Board of Directors of the Association.

**4.04. Assessments Are Not Dues.** All assessments herein provided are not intended to be and shall not be construed as being, in whole or in part, dues for membership in the Association.

**4.05. Notice of Assessments.** Written notice of any meeting of the Board of Directors called for the purpose of taking action on any increase of assessment greater than ten percent (10%) over the prior year, provided herein, shall be sent to all members of the Association by mail, not less than five (5) days, nor more than thirty (30) days, in advance of the meeting. Any member may attend

such meeting and be heard concerning the proposed assessment before final action thereon is taken by the board of Directors. The Board of Directors shall give written notice of the assessment levied by it to all members of the Association and such assessment shall be final unless a petition from twenty percent (20%) of the members is received by the Board of Directors within thirty (30) days of notice of the adoption of the Assessment, which petition shall call a special meeting of the members for the purposes of reviewing the action of the Board of Directors. The petition shall set forth the date, time and place of the meeting and all members shall be given notice thereof. At the special meeting of the members, the action of the Board of Directors may be reviewed and by a vote of two thirds of those present and voting, the assessment levied by the Board of Directors may be reduced. A quorum for such meeting shall be a majority of the members.

**4.06. Effect of Non-Payment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall be assessed a late penalty of \$25.00 or an amount to be determined by the Board of Directors and may bear interest at the legal rate. The Board of Directors is authorized to determine a collection procedure for unpaid assessments which may include filing an assessment lien against the property, bringing an action of law against the owner personally obligated to pay same, or foreclose the lien against owner's property. These covenants hereby expressly vest the Association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt or to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure, by an action brought in the name of the Association in a like manner on a mortgage or deed of trust. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other lot or property owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or property. In any event, reasonable attorney's fees of not less than ten percent (10%) of the sum owed, and reasonable costs of collection, shall be added to the amount of each delinquent assessment.

**4.07. Subordination of Lien to Mortgages.** The lien upon any lot or property provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first mortgage on such lot or property made in good faith for value received and the lien hereunder shall in no way affect the rights of the holder of any first mortgage. Sale or transfer of property shall not affect the assessment lien, however, the sale or transfer of any property pursuant to mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such property from liability for any assessments thereafter becoming due or from the lien thereof. Such foreclosure shall not relieve the mortgagee in possession of the purchaser at foreclosure or the transferee under any deed, assignment, proceeding, or other arrangement in lieu of foreclosure from any liability for any assessment thereafter becoming due, or from the lien herein created to secure the payment of such assessments, with lien, if to be asserted as to any such assessments thereafter becoming, shall have the same effect and be enforced in the same manner as provided herein. The Board of Directors may authorize further subordination of this lien.

**4.08. Ad Valorem Property Taxes.** Each owner shall be responsible for his own ad valorem taxes.

**4.09. Management Agent.** The Board of Directors of the Association may employ for the Association a management agent or manager (hereinafter called: "Management Agent") at a rate of compensation established by the Board of Directors, for which the Management Agent shall perform such duties and services as the Board of Directors from time to time authorize. These duties and services of the Management Agent may include, but are not limited to, the following:

- A. To collect the initial and annual assessments and to provide for the enforcement of liens and securing same in any manner consistent with the law and within the provisions of this Declaration;
- B. To deposit all assessment collections in a common expense fund or separate maintenance contingency fund, with a banking institution and to make payments from such fund for the benefit of the association and in keeping with the intentions and responsibilities herein set forth, all of which the Management Agent shall at all times be accountable;
- C. To provide upkeep and maintenance and surveillance of the Common Area/Green Spaces, streets, and roads;
- D. To select, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the fences, gates, streets, and roads;
- E. To promulgate with the approval and confirmation of the Board of Directors and to enforce such rules and regulations and such restrictions, requirements, and the like as may be deemed proper, respecting the use and care of lots, Common Area/Green Spaces, fences, gates, streets, and roads; and
- F. To provide such other services for the Association as may be consistent with the law and with the provisions of this Declaration.

**4.10. Limitation of Liability.** The Association shall not be liable for any failure of any service to be furnished by the Association or paid for out of the common expense fund, or for injury or damage to person or property caused by use of the roads or streets by any person. The Association shall not be liable to any member for loss or damage to any articles, by theft or otherwise, which may be left in any Common Area/Green Spaces. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the streets or roads, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any county or governmental authority. No property owner shall be liable to any person for any action or failure to act by the Association or by any other property owner; each property owner shall be liable only for his own actions or failure to act.



## SECTION 5.

**LAND USE, BUILDING REGULATIONS AND ARCHITECTURAL CONTROL**

**5.01.** No structures shall be constructed or erected on any lot except single family residences not exceeding two and one-half stories in height above the first-floor building foundation, together with the usual and customary outbuildings such as garage, guest house, and workshop. All buildings erected on any of the above described property shall be new construction.

**5.02.** Hospitals, duplex houses, apartment houses, patio homes, churches, playgrounds and parks, offices, commercial and professional use, except an office in the home, are strictly prohibited and these covenants do hereby prohibit such usage for any lot. Furthermore, no lot or parcel of land, in whole or in part, may be used as a corridor to access any lot or parcel of land that is not part of Yandell Farms nor used as an entrance or exit in to or out of Yandell Farms.

**5.03.** No lot shall be subdivided into two or more lots. However, nothing in these restrictions shall be construed as prohibiting the owner of two or more contiguous lots from erecting a residence on both lots as if the contiguous lots were but one single lot. However, such owner shall pay assessments for each lot combined.

**5.04.** No trash, ashes, or any other rubbish may be thrown or dumped on any lot or anywhere in the subdivision. All trash cans or trash of any kind must be kept in the back yard and out of view of all adjoining lots and streets, except within forty-eight (48) hours of a scheduled trash pickup.

**5.05.** No building materials of any kind or character may be placed or stored upon said property except for three (3) months prior to the time the purchaser of such lot commences improvements. This includes materials for additions and/or alteration to the main structure of the house as well as the construction of outbuildings, garages, and/or barns. All building materials on said property shall be stored in a neat, orderly and un-obstructive manner or properly screened, and said building materials shall be limited to that which is reasonably necessary for the construction of or the maintenance of the residence or other outbuildings located thereon.

**5.06.** No structure of a temporary nature or construction trailer or mobile home shall be placed on any lot except a trailer or building used in connection with construction during the construction of a dwelling. Following completion of construction, camper trailers, motor homes, and/or trailers, and large boats must be parked in an enclosed garage or otherwise totally or partially screened from view in a manner approved by the Developer or the Association.

**5.07.** No garage or outbuilding on said property shall be used as a residence or living quarters.

**5.08.** Each dwelling in Yandell Farms shall have a driveway that is uniform in size and in accordance with the Developer's design and must be approved in writing by the Developer or the Association. All culverts, if any, shall be installed according to county specifications and in addition shall have end treatment installed in accordance with the approval of the Developer or the Association.

**5.09.** All homes must have at least a two-car (full size) garage. No carports are permitted.

**5.10.** Grass, weeds, and vegetation on each lot bought shall be kept mowed at regular intervals by the owner, so as to maintain the same in a neat and attractive manner. Trees, shrubs, and plants that may die shall be promptly removed from such lots. The above restrictions apply to all lots purchased before and after a home is built on the lot. Until a home or residence is built on a lot, Developer may, at its option and in its discretion, have dead trees removed from the property and mow and remove debris, and the owner of such lot shall be obligated to reimburse Developer for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.

**5.11.** No clothes line shall be erected or maintained on any of said lots, nor shall laundry be hung, where exposed to view of the public or other lot owners.

**5.12.** If a garage, servant's house, or other outbuilding is made an integral part of the residence, or is connected thereto, the setback distances from lot lines become identical with those stipulated for the residence itself.

**5.13.** No tent, shack, or other outbuilding erected or located on any of the above described lots shall at any time be used as a residence, either temporary or permanent, nor shall any structure of a temporary character be used as a residence, except as may be previously approved in writing by Developer.

**5.14.** No farm machinery, equipment, commercial vehicles, or trucks larger than one-ton pick-up trucks shall be permitted to be parked or left standing overnight on any lot or street. This restriction, however, shall not apply to the use of vehicles for the delivery of goods or services or maintenance for the benefit of the houses in the subdivision, or in the construction of any residence on the lots.

**5.15.** No satellite dish over twenty inches (20") in diameter may be erected without approval from Developer, its successors and assigns or the Association of said subdivision. Specifically, the location must be that it would not adversely affect the neighbors in a direct or indirect manner.

**5.16.** In the event any person shall own two or more adjacent building lots, and shall desire to construct a dwelling occupying a portion of both of said adjoining lots as a building site, then the two lots shall be treated as one for building set back restrictions, and all other restrictions herein contained shall apply to the same extent as if said dwelling had been built on a single building lot. However, the owner shall owe an assessment for each lot.

**5.17.** No antennas, citizens Band or otherwise, that require towers or guyed wires, shall be permitted on any lot in said subdivision at any time.

**5.18.** Except for Developer, authorized signs identifying the project, the property and/or offering the same for sale, no signs, billboards, posters or advertising devices of any character shall be

erected on any lot except "For Sale" signs not exceeding four (4) square feet and signs identifying the property or the owner thereof not exceeding two (2) square feet.

**5.19.** No noxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Moreover, no garage sales shall be permitted in Yandell Farms.

**5.20.** No basketball goal, whether portable or permanent, shall be permitted to stand or be erected on the street, curb, or any easement in Yandell Farms. No basketball goals or soccer goals are allowed in any front or side yard of any lot in Yandell Farms.

**5.21.** No animals may be kept on said property except for three dogs or three cats. No kennels or pens may be constructed or used for the care and housing of a large number of dogs or cats, and the number of dogs or cats regularly housed at the residence of or by the owner shall be limited to three (3). Regardless of the number, the keeping of said animals shall not be such as to constitute an annoyance or be maintained on the property prior to construction of the property owners' residence. All dogs and/or cats must be contained in a kennel or fenced in area, including an electric fence, or inside the home and must be kept on a leash under the control of the owner when not in contained in an enclosed area.

**5.22.** For all lots or parcels purchased, all constructed dwellings must contain a minimum of one thousand five hundred (1,500) square feet of heated and cooled living area.

**5.23.** No inoperative equipment, cars, trucks, or other movable vehicles (including trailers) which require payment of taxes and purchase of license plate shall be kept on any lot and shall be removed therefrom. Inoperative shall mean either or all of the following: (1) not tagged; (2) does not have an engine in working order; (3) does not have all four tires on and aired up; (4) body needs repair customarily done by a body shop; and (5) it is detrimental, and not an asset, to the surroundings. All motorhomes, boats, and trailers of any kind are to be parked in an enclosed garage or otherwise totally or partially screened from view in a manner approved by the Developer or the Association. All automobiles must be parked on the driveway or concrete parking area, not on streets, right of ways, or yards. Working on or the maintaining of any vehicle will not be allowed in view of adjoining property owners.

**5.24.** Except where greater reservation is made by Developer, Developer hereby reserves the following utility and drainage easements over, under and across all lots and tracts upon the property covered hereby:

A. Ten (10) feet adjacent to the front line and five (5) feet along any side and back lines, except in any back or side lot line also fronts on a road, street or highway, such easement shall also be ten (10) feet along the entire frontage on such road or street. Said utility easements are reserved for systems of electrical power, TV cable, telephone, lines, gas, water, sewer, and any other utility that the Developer, its successors and assigns see fit in

their discretion. Developer reserves the right to release any easement reserved hereby by specific release thereof in any deed covering property upon which such easement lies.

**B.** All easement for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of lots in Yandell Farms.

**5.25.** The title conveyed by the Developer to purchasers of lots shall not in any event be held or construed to include the title to water, gas, sewer, TV or other communication transmission cables, electric light, electric power, telephone, telegraph line, poles or conduits or any other utility or appurtenances thereon constructed by the Developer, its successors or assigns or by any utility company upon said property to serve said property. The right and easement to maintain, sell, repair or lease such lines, utilities and appurtenances by the Developer, its successors or assigns to any public service corporation to any other parties is hereby expressly reserved to the Developer.

**5.26.** Prior to commencement of any improvements on any lot including, but not limited to, residences, outbuildings, walls, fences, satellite dishes, tennis court, swimming pools, or any other improvement materially affecting the appearance of any lot, plans for such construction shall be submitted in duplicate to the Developer or to the Board of Directors of the Association or to someone designated by the Board or Developer for examination and approval, such plan showing the location and dimensions of such improvements, and complete description of materials to be used in such improvement. Swimming pools may not be operated unless equipped with sufficient cleaning, sanitation, and purification equipment. No clearing, grading, destruction of vegetation or cutting of any tree larger than (4) inches in diameter shall be undertaken or commenced on any lot until a clearing and landscape plan has been approved in writing by the Developer or the Board of the Association or an appointed Architectural Review Committee, and such plan shall specifically designate the vegetation and trees to be removed, and the particulars of trees, scrubs, hedges, and/or sodding to be placed upon the lot after completion of construction.

**5.27.** If such plans are satisfactory and not in violation of any covenant, the Developer or Board shall issue or cause to be issued a building permit for such construction with a reasonable period of time. The issuance of such permit shall not be unreasonably denied. If such permit is denied, the owner may not construct such improvements. In order to protect the integrity of this development and the remaining owners, the Developer and the Board shall have the authority to obtain an injunction against construction of such improvements.

**5.28.** If there is an alteration of the original plans or any exhibit thereto, approval of such alteration shall be approved in writing prior to proceeding with the plans as altered.

**5.29.** All exterior construction, including outbuildings and garages must be completed within 300 days of the date said plans are approved. Extensions may be granted by the Developer or the Board of Directors of the Association in its discretion.

**5.30.** Developer shall have the following architectural control over the subdivision:

(A) No building, fence, patio, or any other improvements shall be erected, placed or altered on any lot or parcel until two (2) complete sets of building plans, specifications, and elevations and two (2) site plans of the location of such building shall have been delivered to Developer at 4568 N. Siwell Road, Jackson, Mississippi 39212 and until such building plan specifications, and site plans shall have been approved in writing by Developer as being in conformity and harmony with the external design and location of the existing structures of the subdivision and in compliance with the restrictions herein contained. They must be in compliance with the Mississippi Department of Environmental Quality Storm Water Management Regulation. One copy of such plans, specifications and site plans shall be retained by Developer and the second copy shall be delivered to the owner of said lot or parcel with the approval of Developer appropriately endorsed thereon.

(B) In the event the Developer, or its designated representative, fails to approve or disapprove any building plans, specifications or site plans within thirty (30) days after the same are submitted to it, and if all items contained in these covenants have been complied with, Developer shall be deemed to have approved such plans, specifications and site plan. Developer, its successors and assigns shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof. Developer shall receive no fees or compensation for its services.

(C) The Developer or the Board of Directors of the Association may appoint an Architectural Review Committee to act for them. The Developer or the Board of Directors of the Association may also, from time to time, adopt additional Architectural Requirements and Design Guidelines in addition to the requirements and guidelines contained herein which shall be distributed to all owners of lots within Yandell Farms.

**5.31** All fences and fencing material shall be approved by Developer or the Board of Directors of the Association and same shall be of wood or wrought iron. Any fencing shall be no taller than eight (8) feet from the ground, unless approved by the Developer or Board of Directors. All fences shall not extend past the point which is the lateral extension of the front face of a dwelling and must be constructed in a manner not to hinder any lot drainage in Yandell Farms. All running boards of fences must face inward instead of outward.

**5.32.** Other restrictions applicable to each lot may, by an appropriate provision in the deed, without otherwise modifying the covenants and provisions contained herein, and such other restrictions shall inure to the benefit of all parties in the same manner as though they had been originally expressed herein.

**5.33.** All restrictions and covenants appearing herein as well as those appearing in a deed or other conveyance of any of said lots shall be construed together, but if any one of the same shall be held to be invalid by judgment or court decree, or for any reason is not enforced or enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

**5.34.** All yards shall be mowed to the actual sidewalk and asphalt street located on the street right of way. Lot owners shall be responsible for mowing and maintain all grass areas on their lot regardless of whether those areas abut the lawn surrounding the dwelling. The mowing and maintenance by the lot owners shall also include all drainage easements or swales that are located contiguous or adjacent to each lot.

**5.35.** Developer shall retain all powers and duties related to and be responsible for the maintenance, repair, and upkeep of the drainage easements that are shown and designated on the final, recorded plat of Yandell Farms Phase 1, until the sale of seventy-five percent (75%) of the lots in Yandell Farms. At that time, the Association shall assume, without the necessity of any written or other notice from Developer, any and all powers, duties, obligations, and responsibilities for the repair, maintenance, upkeep, and related costs for such drainage easements and shall indemnify and hold Developer forever harmless for same.

## SECTION 6. COMMON AREA/GREEN SPACE

**6.01. Common Area/Green Space.** Common Area/Green Space property is any property which is conveyed to the Association by the Developer by Deed or is shown on the plat of any and all phases of Yandell Farms as Common Area/Green Spaces, drainage easements, and drainage improvements. The Association shall be solely responsible for the maintenance, repair, and upkeep of such Common Area/Green Spaces, drainage easements, and drainage improvements. The Association shall be responsible for maintaining the Common Area/Green Spaces, drainage easements, and drainage improvements in an aesthetically pleasing manner.

## SECTION 7. GENERAL PROVISIONS

**7.01. Enforcement.** The Developer, the Association, or any member shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations of this Declaration. Failure by Developer, Association, or any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors shall not be obligated to bring any actions unless the health, safety, welfare and security of the members are threatened. The Board is authorized to impose fines and penalties on lot owners for failure to abide by covenants and/or rules and regulations. The Board or its agent is authorized to enter upon any property or lot for purposes of abating or removing a violation of these covenants and/or rules and regulations and it shall not be considered a trespass. Notwithstanding any other provision herein, the only entity with the right to enforce this Declaration against any residential home builder in Yandell Farms shall be the Developer and its successors or assigns.

**7.02. Construction.** The provisions of this Declaration shall be liberally construed and interpreted at all times in such a way as to effectuate the purposes of the Declaration in creating and carrying out a uniform plan for use of Yandell Farms. If any provision of this Declaration of the application

thereof shall be invalid or unenforceable to any extent, the remainder of this Declaration and the application of such provisions shall not be affected thereby and shall be enforced the greatest extent permitted by law.

**7.03. Attorney's Fees.** In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof by reference or otherwise, the prevailing party or parties shall also be entitled to an award of reasonable attorney's fees, in such amount as may be fixed by the court in such proceeding.

**7.04. Violation of Law.** Any violation of any state, municipal or local law or ordinance or regulations pertaining to the ownership, occupation or use of any property within Yandell Farms is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

**7.05. Compliance with Covenants.** A property owner shall not serve on a committee of the Board or as a member of the Board if the property owner is in violation of one or more of these covenants after being duly notified by the Association of non-compliance and given a reasonable time to come into compliance with the covenants.

## SECTION 8 AMENDMENTS TO COVENANTS

**8.01 Covenants.** The covenants and restriction herein contained are to run with the land and shall be binding on all parties, persons, and entities claiming under them for an initial period of twenty (20) years from the date these covenants and restrictions are recorded, after which time, said covenants and restrictions shall be automatically extended for successive periods of five (5) years, subject to the provisions of the paragraphs next following. The Developer may amend these covenants at any time for any reason for eight (8) years from the date these covenants are filed in the land records of Madison County, Mississippi.

**8.02. Modification of Covenants.** These covenants may be changed in whole or in part at any time within the initial 20 year term or any 5 year extension by a written agreement approved by a vote of two-thirds (2/3) of the members of the Association present at any annual or special meeting (providing that a notification listing all proposed covenant changes is sent to all members by mail at the address currently listed in the Madison County Landroll Database, is sent not less than 30 days nor more than 45 days prior to said meeting and said notification is prominently posted at the entrance of Yandell Farms at least one (1) week prior to the meeting stating that said meeting will involve proposed changes to the covenants and/or bylaws of Yandell Farms Property Owners Association). Such vote shall be a secret ballot and may be taken at any regular or special meeting of the members of the Association. Any member of the Association may at any time file with the secretary of the Association a notice that he desires to make a change in these covenants which notice must be accompanied by a detailed recitation of the change desired to be made and a petition favoring such change signed by more than 20% members of the Association subject to these covenants. Upon receipt of the petition, the Secretary shall call a special membership meeting in accordance with the bylaws. Voting by proxy at said special meeting shall be permitted. All proxies

for any meeting to consider changes in the covenants, restrictions, and regulations of the Association shall be personally signed and delivered to the secretary or executed before a notary public. If the aforementioned owners of two-thirds (2/3) of the members subject to these covenants vote favorably for the change requested, such change shall be effective at the time the amendment is recorded in the office of Chancery Clerk of Madison County, Mississippi.

## SECTION 9 Release of Liability

**9.01** Upon completion of development of the roads and streets, JWAR Properties, LLC shall be released from liability for the construction of same and JWAR Properties, LLC shall be released generally from liability for the development of said property.

WITNESS the signature of the Developer, JWAR Properties, LLC, which currently owns Lots 1; 5; 10; 17; 33; 42-43; 46; 49; 54; and 60 in Yandell Farms of Sheffield, Part 1, this the 30<sup>th</sup> day of September, 2020.

**Developer:**

**JWAR Properties, LLC**

By: John D. Robinson (member)  
John D. Robinson, Member

By: William A. Robinson (member)  
William A. Robinson, Member

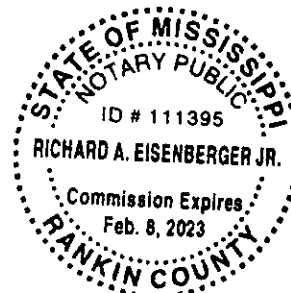
STATE OF MISSISSIPPI  
COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30<sup>th</sup> day of September, 2020, within my jurisdiction, the within named John D. Robinson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]  
NOTARY PUBLIC

My commission expires:

2/8/23





STATE OF MISSISSIPPI  
COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30<sup>th</sup> day of September, 2020, within my jurisdiction, the within named William A. Robinson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

2/8/23



[Remaining Portion of Page Left Blank Intentionally]

WITNESS the signature of John D. Robinson who is the Manager/Member of Germantown Construction, LLC, a Mississippi limited liability company. Germantown Construction, LLC, a Mississippi limited liability company, currently owns Lots 2-4; 6-9; 11-16; 18-32; and 34-41 in Yandell Farms of Sheffield, Part 1, this the 30<sup>th</sup> day of September, 2020.

John D. Robinson mgr  
**John D. Robinson, Manager/Member of**  
**Germantown Construction, LLC, a Mississippi**  
**limited liability company**

STATE OF MISSISSIPPI  
 COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30<sup>th</sup> day of September, 2020, within my jurisdiction, the within named John D. Robinson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed and otherwise joined in the above and foregoing instrument the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]  
 NOTARY PUBLIC

My commission expires:

2/8/23



[Remaining Portion of Page Left Blank Intentionally]

WITNESS the signature of Cassey Jones, who currently owns Lot 53, commonly referred to as 119 Kings Crossing, Canton, Mississippi 39046, in Yandell Farms of Sheffield, Part 1, this the 2nd day of June, 2020.

Cassey Jones  
CASSEY JONES

STATE OF MISSISSIPPI  
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 2nd day of June, 2020, within my jurisdiction, the within named Cassey Jones, 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 he/she 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 and otherwise joined in the above and foregoing instrument.

Terri C. Daniel  
NOTARY PUBLIC

My commission expires:



[Remaining Portion of Page Left Blank Intentionally]

WITNESS the signature of Jesse G. Davis and Stephen G. Davis, who currently own Lot 55, commonly referred to as 123 Kings Crossing, Canton, Mississippi 39046, in Yandell Farms of Sheffield, Part 1, this the 1st day of June, 2020.

Jesse G. Davis

JESSE G. DAVIS

Stephen G. Davis

STEPHEN G. DAVIS

STATE OF MISSISSIPPI

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 1st day of June, 2020, within my jurisdiction, the within named Jesse G. Davis, 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 he/she 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 and otherwise joined in the above and foregoing instrument.



My commission expires:

\_\_\_\_\_

Terri C. Daniel

NOTARY PUBLIC

STATE OF MISSISSIPPI

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 1st day of June, 2020, within my jurisdiction, the within named Stephen G. Davis, 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 he/she 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 and otherwise joined in the above and foregoing instrument.



My commission expires:

\_\_\_\_\_

Terri C. Daniel

NOTARY PUBLIC

WITNESS the signature of Johnny Cummings and Sophie Cummings, who currently own Lot 57, commonly referred to as 124 Kings Crossing, Canton, Mississippi 39046, in Yandell Farms of Sheffield, Part 1, this the 30th day of June, 2020.

Johnny Cummings  
JOHNNY CUMMINGS

Sophie Cummings  
SOPHIE CUMMINGS  
(S)

STATE OF MISSISSIPPI  
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of June, 2020, within my jurisdiction, the within named Johnny Cummings, 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 he/she 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 and otherwise joined in the above and foregoing instrument.

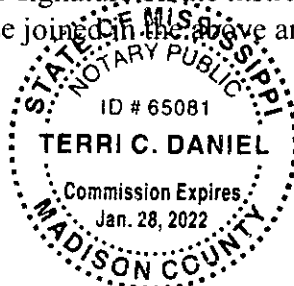


TERRI C. DANIEL  
NOTARY PUBLIC

My commission expires:

STATE OF MISSISSIPPI  
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of June, 2020, within my jurisdiction, the within named Sophie Cummings, 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 he/she 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 and otherwise joined in the above and foregoing instrument.



TERRI C. DANIEL  
NOTARY PUBLIC

My commission expires:

WITNESS the signature of Charles Warriner and Jennifer Pike Warriner, who currently own Lot 58 in Yandell Farms of Sheffield, Part 1, this the 21<sup>st</sup> day of September, 2020.

**CHARLES WARRINER**

  
JENNIFER PIKE WARRINER

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, within my jurisdiction, the within named Charles Warriner, 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 he/she 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 and otherwise joined in the above and foregoing instrument.

NOTARY PUBLIC

My commission expires:


1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

STATE OF MISSISSIPPI

COUNTY OF Madison

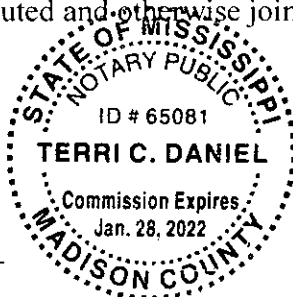
Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of September 2020, within my jurisdiction, the within named Jennifer Pike Warriner, who proved to me on the basis of satisfactory evidence to be such persons whose names are subscribed in the above and foregoing instrument and acknowledged that he/she 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 and otherwise joined in the above and foregoing instrument.

in the above and foregoing instrument.

  
NOTARY PUBLIC

NOTARY PUBLIC

My commission expires:



WITNESS the signature of Amber Swayze Carithers, who currently owns Lot 59, commonly referred to as 120 Kings Crossing, Canton, Mississippi 39046, in Yandell Farms of Sheffield, Part 1, this the 2nd day of July, 2020.

Amber Swayze Carithers  
**AMBER SWAYZE CARITHERS**

STATE OF MISSISSIPPI  
 COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 2nd day of July, 2020, within my jurisdiction, the within named Amber Swayze Carithers, 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 he/she 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 and otherwise joined in the above and foregoing instrument.

Terrri C. Daniel  
 NOTARY PUBLIC

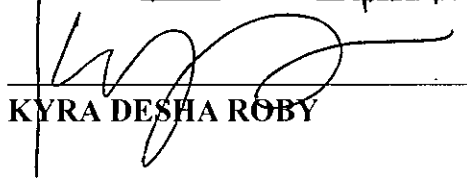
My commission expires:

\_\_\_\_\_



[Remaining Portion of Page Left Blank Intentionally]

WITNESS the signature of Kyra Desha Roby, who currently owns Lot 61, commonly referred to as 116 Kings Crossing, Canton, Mississippi 39046, in Yandell Farms of Sheffield, Part 1, this the 15<sup>th</sup> day of September, 2020.

  
 KYRA DESHA ROBY

STATE OF MISSISSIPPI  
 COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15<sup>th</sup> day of September, 2020, within my jurisdiction, the within named Kyra Desha Roby, 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 he/she 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 and otherwise joined in the above and foregoing instrument.

  
 NOTARY PUBLIC

My commission expires:

\_\_\_\_\_



[Remaining Portion of Page Left Blank Intentionally]



WITNESS the signature of the Sheffield Homeowners Association, Inc., this the 2  
day of September, 2020.

**Sheffield Homeowners Association, Inc., a  
Mississippi non-profit corporation**

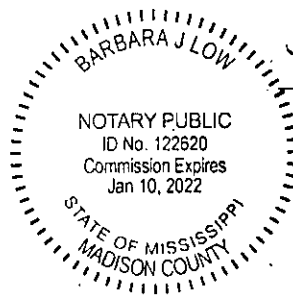
By: 

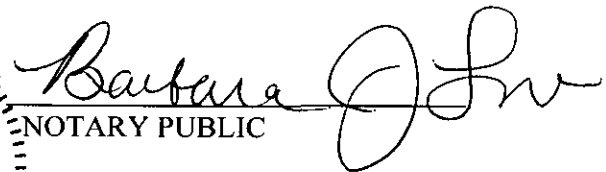
Print: Steve Abercrombie  
Its: President Cedar Green

**STATE OF MISSISSIPPI**  
**COUNTY OF** Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 2 day of September, 2020, within my jurisdiction, the within named Steve Abercrombie, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he/she executed same in his/her representative capacity and that by his/her signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed and otherwise joined the above and foregoing instrument, after first having been duly authorized to do so.

Given under my hand and official seal this the 2 day of September, 2020.



  
NOTARY PUBLIC

My commission expires:

January 10, 2022

WITNESS the signature of Jameria Ratcliff, who currently owns Lot 52, commonly referred to as 117 Kings Crossing, Canton, Mississippi 39046, in Yandell Farms of Sheffield, Part 1, this the 26th day of August, 2020.

Jameria Ratcliff  
JAMERIA RATCLIFF

STATE OF MISSISSIPPI  
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of August, 2020, within my jurisdiction, the within named Jameria Ratcliff, 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 he/she 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 and otherwise joined in the above and foregoing instrument.

Terrill C. Daniel  
NOTARY PUBLIC

My commission expires:

\_\_\_\_\_



[Remaining Portion of Page Left Blank Intentionally]

WITNESS the signature of Jonotario Richardson, who currently owns Lot 48, commonly referred to as 177 Notting Hill Pl., Canton, Mississippi 39046, in Yandell Farms of Sheffield, Part 1, this the 31<sup>st</sup> day of August, 2020.

Jonotario Richardson  
 JONOTARIO RICHARDSON

STATE OF MISSISSIPPI  
 COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31<sup>st</sup> day of August, 2020, within my jurisdiction, the within named Jonotario Richardson, 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 he/she 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 and otherwise joined in the above and foregoing instrument.

My commission expires:



Terri C Daniel  
 NOTARY PUBLIC

[Remaining Portion of Page Left Blank Intentionally]

WITNESS the signature of Joseph Gray and Valerie Thomas-Gray, who currently own Lot 47, commonly referred to as 176 Notting Hill Pl., Canton, Mississippi 39046, in Yandell Farms of Sheffield, Part 1, this the 31st day of August, 2020.

Joseph Gray  
JOSEPH GRAY

Valerie Thomas-Gray  
VALERIE THOMAS-GRAY

STATE OF MISSISSIPPI

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of August, 2020, within my jurisdiction, the within named Joseph Gray, 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 he/she 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 and otherwise joined in the above and foregoing instrument.

My commission expires:



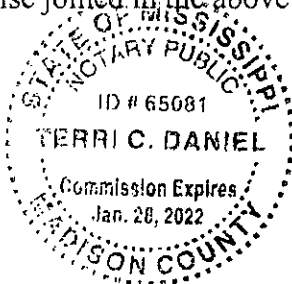
Terri C. Daniel  
NOTARY PUBLIC

STATE OF MISSISSIPPI

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of August, 2020, within my jurisdiction, the within named Valerie Thomas-Gray, 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 he/she 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 and otherwise joined in the above and foregoing instrument.

My commission expires:



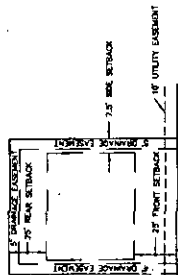
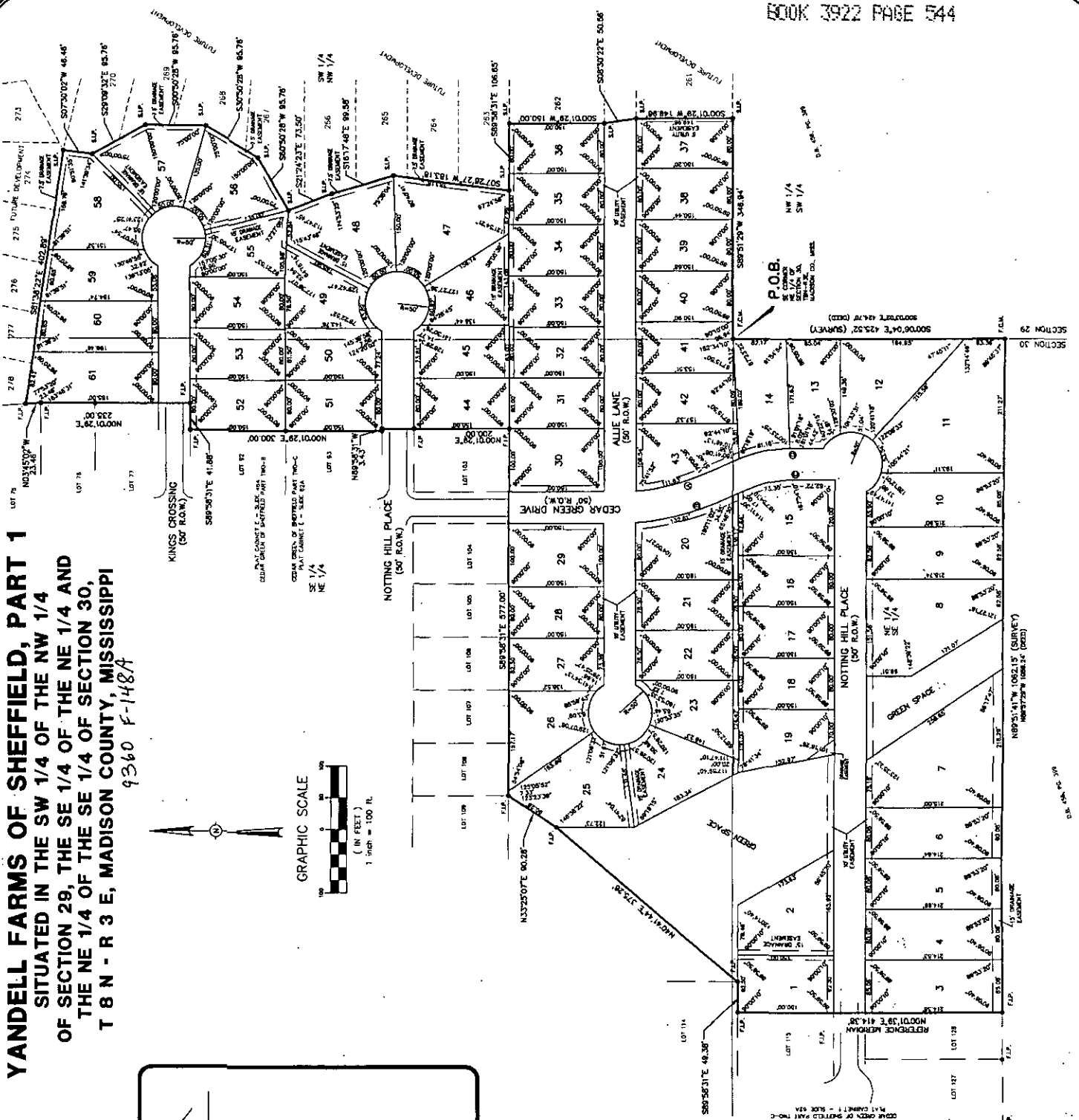
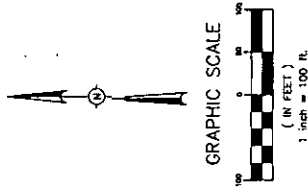
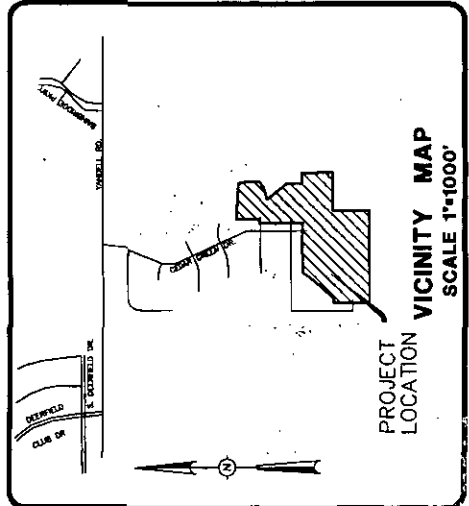
Terri C. Daniel  
NOTARY PUBLIC

**EXHIBIT A**

Lots 1-43; 46-49; 52-55; and 57-61, Yandell Farms of Sheffield, Part One, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet F, at Slide 148 A & B, reference to which is hereby made in aid of and as a part of this description.

# **YANDELL FARMS OF SHEFFIELD, PART 1** SITUATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 29, THE SE 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE SE 1/4 OF SECTION 30, T 8 N - R 3 E, MADISON COUNTY, MISSISSIPPI 9360 F-148A

PLATTED & SURVEYED BY  
**H D LANG AND ASSOCIATES, INC.**  
 ENGINEERS / LAND SURVEYORS  
 4099 NORTH STATE STREET  
 JACKSON, MISSISSIPPI  
 1801 243-4888



- NOTES:**
1. THIS SUBDIVISION LIES WITHIN THE LIMITS ESTABLISHED FOR ZONE "X" (NO SHADING) ACCORDING TO FIRM MAP NUMBER 28888-00-00, EFFECTIVE MARCH 17, 2010.
  2. DIMENSIONS ALONG CURVES ARE CHORD DISTANCES.
  3. SURVEY CLASSIFICATION "B".
  4. CEDAR GREEN OF SHEFFIELD PART TWO-C PLAT CANNOT BE SUBD. SEA.
  5. IRON PINS SET AT ALL LOT CORNERS.
  6. AREA = 2673 ACRES, MORE OR LESS.
  7. DATE OF FIELD SURVEY: JULY 1, 2019.
  8. DATE OF PREPARATION OF PLAT: OCTOBER 22, 2019.
  9. COMMON AREAS AND EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSN. OR ADJACENT LOT OWNER, WHICHEVER IS APPLICABLE AS OUTLINED IN THE COVENANTS.

**NOTES:**

1. THIS SUBDIVISION LIES WITHIN THE LIMITS ESTABLISHED FOR ZONE "X" (NO SHADING) ACCORDING TO FIRM MAP NUMBER 28888-00-00, EFFECTIVE MARCH 17, 2010.
2. DIMENSIONS ALONG CURVES ARE CHORD DISTANCES.
3. SURVEY CLASSIFICATION "B".
4. CEDAR GREEN OF SHEFFIELD PART TWO-C PLAT CANNOT BE SUBD. SEA.
5. IRON PINS SET AT ALL LOT CORNERS.
6. AREA = 2673 ACRES, MORE OR LESS.
7. DATE OF FIELD SURVEY: JULY 1, 2019.
8. DATE OF PREPARATION OF PLAT: OCTOBER 22, 2019.
9. COMMON AREAS AND EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSN. OR ADJACENT LOT OWNER, WHICHEVER IS APPLICABLE AS OUTLINED IN THE COVENANTS.

FIRM RESORTS FROM CONCRETE MONUMENT  
 F.L.P. DENOTES 1/2" IRON PIN  
 S.L.P. DENOTES SET 1/2" IRON PIN

