



Prepared by and return to:  
James T. Weaver, P O Box 1666, Ridgeland, MS 39158

Declarant: Stillhouse Creek, LLC, a Mississippi limited liability company  
Address of Declarant: P.O. Box 1260, Ridgeland, MS 39158 / P - 601.427.9996

Indexing Instructions: Lots 1-43 (inclusive), Ashby Ridge, Phase 1, Plat Cabinet F Slides 175A  
175B), SW1/4 of Section 26, T8N, R2E, Madison County, Mississippi

**SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKFIELD SUBDIVISION FOR ASHBY RIDGE, PHASE 1**

THIS SUPPLEMENT (the "Supplement") is made and executed on this the 20<sup>TH</sup> day of January 2021, by STILLHOUSE CREEK, LLC, a Mississippi limited liability company, sometimes hereinafter referred to as the "Declarant".

WHEREAS, the rights of the Declarant are set forth in that certain Declaration of Master Covenants, Conditions and Restrictions for Oakfield Subdivision filed for record in the office of said Chancery Clerk in Book 2671 beginning at Page 313 on June 02, 2011, and as amended and filed for record in the office of said Chancery Clerk in Book 3491 beginning at Page 182 on June 20, 2017, and as amended and supplemented and filed for record in the office of said Chancery Clerk in Book 3697 beginning at Page 136, and as may be amended from time to time by the Declarant in Declarant's sole discretion (the "Declaration"); and

WHEREAS, the Declarant has caused a portion of the Property described on Exhibit "A" of the Declaration to be subdivided as an additional phase of Oakfield Subdivision as contemplated in Article XIII of said Declaration which shall be known as Ashby Ridge, Phase 1; and

WHEREAS, the Declarant has caused or is causing ASHBY DEVELOPMENT, LLC, a Mississippi limited liability company, sometimes hereinafter referred to as the "Developer", the owner of certain land and real property located in the SW1/4 of Section 26, T8N, R2E, Madison County, Mississippi, to construct a distinctive residential neighborhood known and



sometimes hereinafter referred to as "Ashby Ridge Phase 1" as an additional phase of Oakfield Subdivision; and

WHEREAS, the land and real property on which ASHBY DEVELOPMENT, LLC has and/or is constructing and/or has caused and/or is causing to be constructed a distinctive residential neighborhood includes the 15.86 acre parcel of land more particularly described in Exhibit "A" attached hereto, which 15.86 acre parcel of land has been duly subdivided and platted according to the map or plat thereof which has been filed for record in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, in Plat Cabinet [ ] at Slots 175A & 175B, reference to which is hereby made for all purposes, and which 15.86 acre parcel of real property has been designated on said map or plat as "Ashby Ridge Phase 1;" and

WHEREAS, the Developer has caused the infrastructure within said Ashby Ridge Phase 1 to be designed, constructed, and installed in substantial conformance with a plan therefore approved by the Board of Supervisors of Madison County, Mississippi, and in substantial conformance with the standards and requirements of the infrastructure within Ashby Ridge; and

WHEREAS, the Developer has caused the infrastructure within said Ashby Ridge Phase 1 to be designed, constructed, and installed to provide lots and sites for the construction, erection, and improvement of residential dwellings whose requirements, type, architectural styles, quality of construction, character, size and other relevant particulars thereof shall be consistent with that proposed within Ashby Ridge; and

WHEREAS, the Declarant and Developer desire to provide for the preservation and enhancement of the values and amenities in said Ashby Ridge Phase 1, for the potential designation and preservation, maintenance and/or improvement of common areas and/or neighborhood facilities, for the administration and enforcement of the covenants, conditions and restrictions declared in the Declaration, and for related purposes appurtenant thereto, and to this end, the Declarant, as contemplated in Article I of said Declaration, by and through the filing of this "SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKFIELD SUBDIVISION FOR ASHBY RIDGE, PHASE 1," desires to subject all of said 15.86 acre parcel of land, including any and all improvements existing or to be constructed thereon, to all those certain covenants, conditions, restrictions, uses, limitations, prohibitions, requirements, obligations, easements, servitudes, charges, assessments, and liens heretofore set forth in said Declaration and also to all those certain covenants, conditions, restrictions, uses, limitations, prohibitions, requirements, obligations, easements, servitudes, charges, assessments, and liens hereinafter set forth in this Supplementary Declaration, each of which separately is and all of which jointly are for the benefit of said 15.86 acre parcel of land, are for the benefit of the Developer and the subsequent successors to the Developer of any and all of said 15.86 acre parcel of land; and

NOW THEREFORE, said STILLHOUSE CREEK, LLC, does hereby declare that all of said 15.86 acre parcel of land described in said Exhibit "A," and all other property situated or which may hereafter become situated thereon or therein, hereafter is and shall be held, conveyed, hypothecated or encumbered, assigned, leased, rented, used, occupied and

SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKFIELD SUBDIVISION FOR ASHBY RIDGE, PHASE 1



improved subject to the additional and/or supplementary covenants, conditions, restrictions, uses, limitations, prohibitions, requirements, obligations, easements, servitudes, charges, assessments, and liens set forth and declared hereinafter as follows in this SUPPLEMENT, all of which are agreed and declared to be in aid of the plan for the development of Ashby Ridge of Oakfield, including without limitation Ashby Ridge Phase 1, and the improvement of said parcel of land and real property.

FURTHER THEREFORE, ASHBY DEVELOPMENT, LLC, a Mississippi limited liability company and the owner of all of the land and real property in said 15.86 acre parcel of land, does hereby covenant and agree that all of said 15.86 acre parcel of land described in Exhibit "A" to this SUPPLEMENT, and all other property situated or which may hereafter become situated thereon or therein, is and hereafter shall be held, conveyed, hypothecated or encumbered, assigned, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, uses, limitations, prohibitions, requirements, obligations, easements, servitudes, charges, assessments, and liens, heretofore set forth in that certain instrument executed on May 31, 2011, entitled "Declaration of Covenants, Conditions and Restrictions For Oakfield Subdivision" and filed for record in the office of said Chancery Clerk in Book 2671 beginning at Page 313 thereof, all of which are agreed and declared to be in aid of a plan for the development of Ashby Ridge of Oakfield, including without limitation Ashby Ridge Phase 1, and the improvement of said parcel of land and real property.

#### ARTICLE I

#### SUPPLEMENTARY COVENANTS CONDITIONS AND RESTRICTIONS AFFECTING DEFINITIONS, PROPERTY SUBJECT TO THIS SUPPLEMENT

Section 1. The property described in Exhibit "A" of this SUPPLEMENT for Ashby Ridge Phase 1 is the first part of the subdivision designated "Ashby Ridge of Oakfield,"

Section 2. The word "Lot" as used in the Declaration and as used in this SUPPLEMENT shall mean and refer to each of the numerically designated subdivided parcels of land constituting a part of the Property and shall be deemed to include, without limitation, each of the numerically designated lots delineated on the record plat of Ashby Ridge Phase 1, which plat is filed for record in the office of said Chancery Clerk in Plat Cabinet F in Slots 175A & 175B, reference to which is hereby made for all purposes. Said numerically designated lots are Lots 1 - 43 (inclusive). The word Lot shall not be deemed to include any "Common Area" situated within the Ashby Ridge, Phase 1. Said "Common Area" is not intended for improvement with a dwelling or for use as a residence.

Section 3. The word "Member" and/or "Owner" shall mean and include every person or entity holding any class of membership in Oakfield Homeowners Association (sometimes referred to herein as the "Association"). Each person or entity who is, or who hereafter becomes, the owner of a Lot identified and listed in Section 1 of this Article, together with the owners of all other Lots constituting a part of the Property subject to the Declaration, shall be a Member of the Oakfield Homeowners Association.



Section 4. The word "Property" and the expression "Property Subject to this Declaration" shall mean and refer to all the real property described in Exhibit "A" to the Declaration together with every parcel of land heretofore added or annexed to the Property in accordance with Section 1 of Article XIII of the Declaration, and hereafter from the date this SUPPLEMENT for Ashby Ridge Phase 1 is filed for record in the office of said Chancery Clerk, the word "Property" and the expression "Property Subject to this Declaration" shall include the 15.86 acre parcel of land described in Exhibit "A" to this SUPPLEMENT, and the filing of this SUPPLEMENT for Ashby Ridge Phase 1 shall effect the addition or annexation of said 15.86 acre parcel of land to the Property.

#### ARTICLE I.I

##### RESERVATION AND RESTATEMENT OF DECLARANT'S RIGHTS

Section 1. Relationship Between Declarant, Developer and Members. Nothing contained herein creates or shall be deemed to create a fiduciary or partnership relationship between Declarant, Developer and/or Owners and/or Members.

Section 2. Additional Restrictions. The Declarant reserves the right to place additional restrictions on the Common Areas and community facilities in the instrument conveying the Common Areas and community facilities to the Association.

Section 3. Reservation of Declarant's Rights. Notwithstanding any other provision of the Declaration or this Supplement, the prior written approval of Declarant, as Declarant of Oakfield Subdivision will be required before any amendment to this Supplement shall be effective while Declarant owns any portion of the Property.

#### ARTICLE II

##### COVENANTS CONDITIONS AND RESTRICTIONS AFFECTING REQUIREMENTS FOR DWELLINGS

Section 1. The provisions of Section 2 of Article VIII of the Declaration, "Architectural Control" notwithstanding, the following provisions shall govern and control the Architectural Review Process in Ashby Ridge Phase 1.

All residential home plans including plot plan, construction plans, and landscape plans shall be approved by the Developer. A decision by the Developer shall take precedence subject to the provisions of Article I.I hereinabove.

Section 2. The provisions of Section 2 of Article VIII of the Declaration, "Requirements for Dwellings," notwithstanding, the following provisions shall govern and control the Size Requirements for Dwellings in Ashby Ridge Phase 1.

Any one-story dwelling constructed, erected, placed or maintained on any Lot shall contain at least one thousand nine hundred (1,900) square feet of heated floor space, exclusive of open porches and garages. For two-story

SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAKFIELD SUBDIVISION FOR ASHBY RIDGE, PHASE 1



dwelling, the floor at street grade shall contain at least one-half (1/2) of the minimum square footage herein specified for the dwelling, which square footage shall be exclusive of open porches and garages. If any dwelling having more than one story consists in part of a story situated below the natural grade of the Lot at the dwelling's front exterior wall, the floor space in such story, whether heated or not, shall not be considered in determining whether the dwelling complies with the requirements of this Section.

For Lots 16 and 17, Ashby Ridge, Phase 1, should the Developer determine that due to reasons or for purposes which are not inconsistent with the purposes of this Declaration it would be inadvisable or inappropriate to enforce specifically the above stated minimum size requirements, the Developer may approve special deviations to such minimum size requirements in those instances and situations where the Developer believes such deviations would not be detrimental to the preservation of values and amenities in Ashby Ridge of Oakfield and or Oakfield. The Developer may reduce, change or modify such minimum size requirements pertaining to Lots 16 and 17 as the Developer deems advisable and appropriate.

Section 3. The provisions of Section 2 of Article VIII of the Declaration, "Requirements for Dwellings," notwithstanding, the following provision shall govern and control the side Yard (Setback) Requirements for Dwellings in Ashby Ridge Phase 1.

Any dwelling on a Lot shall be so constructed, erected, placed and maintained so that no part of the face of the front exterior wall is located closer than twenty (20) feet to the street right-of-way line forming the Lot's front boundary.

Any dwelling on a Lot shall be so constructed, erected, placed and maintained so that no part of the face of each of its exterior side walls is located closer than seven and one-half (7.5) feet to a boundary of the Lot.

Any dwelling on Corner Lots shall be so constructed, erected, placed and maintained so that no part of the face of any of its exterior walls is located closer than fifteen (15) feet to a street right-of-way line.

Any dwelling on a Lot shall be so constructed, erected, placed and maintained so that no part of the face of the rear exterior wall is located closer than twenty-five (25) feet to the rear boundary, which rear boundary, except for Corner Lots shall be the boundary opposite the street right-of-way line forming the Lot's front boundary. There is no requirement under this Declaration for a rear yard on Corner Lots, but such may be required by the governing authority having jurisdiction.

The side and rear boundaries for Corner Lots shall be the boundaries of the Lot so designated on the Plat by the setback lines shown thereon for the Lot. With the approval of the Developer, the side and rear boundaries of any of these Lots may be reversed due to the orientation of the dwelling proposed for construction thereon.



Roof eaves, gutters and downspouts may extend across a setback line without such being considered an encroachment. Fireplaces which offset from but are an integral part of the exterior wall of a dwelling, with the approval of the Developer, may extend as much as two and one-half (2.5) feet across the setback lines defined above without such extension being considered a violation of the provisions of this section, but such may be required by the governing authority having jurisdiction.

Subject to the approval of Declarant, for a specific Lot on a case by case basis, should the Developer determine that due to reasons or for purposes which are not inconsistent with the purposes of this Declaration it would be inadvisable or inappropriate to enforce specifically the above stated setback requirements, the Developer may approve special deviations to such required-yard/set-back requirements in those instances and situations where the Developer believes such deviations would be beneficial to a specific Lot, an adjacent Lot, a dwelling on a Lot, or a dwelling on an adjacent Lot. The Developer may increase such required yard/setback requirements or reduce such requirements as the Developer deems advisable and appropriate. Such approved deviations shall not constitute approval by the governing authority having jurisdiction of a variance permitting same, but evidence of such approval shall constitute the Association's joinder in a Member's request for such variance.

Section 4. The provisions of Section 2 of Article VIII of the Declaration, "Requirements for Dwellings," notwithstanding, the following provision shall govern and control the Orientation of Dwellings in Ashby Ridge Phase 1.

Any dwelling on a Lot shall be so constructed, erected, placed and maintained so that it faces the street on which it abuts. The orientation of a dwelling on each Corner Lot shall be as indicated hereinafter or as indicated by the required yard or setback lines on the Plat or toward the street that the Developer, in the sole discretion of either, shall so determine. A decision by the Developer shall take precedence subject to the provisions of Article I.I hereinabove.

Section 5. The provisions of Section 2 of Article VIII of the Declaration, "Requirements for Dwellings," notwithstanding, the following provision shall govern and control the Orientation of Garage Doors in Ashby Ridge Phase 1.

Any dwelling on an interior Lot shall be so constructed, erected, placed and maintained so that the garage doors face a side lot line. This orientation is a Court Yard design. Any dwelling on a corner Lot shall be so constructed, erected, placed and maintained so that the garage doors face a side street. This orientation is a Side Entry design. The Developer may change or modify such orientation as the Developer deems advisable and appropriate. A decision by the Developer shall take precedence subject to the provisions of Article I.I hereinabove.



ARTICLE III

AMENDMENT

Subject at all times to all other limitations set forth in the Declaration and this Supplement, this Supplement may be amended as follows:

- a. At any time when there is at least one Class B Member owning the majority interest in a Lot within said Ashby Ridge Phase 1: by recording in the office of the Chancery Clerk an instrument of amendment executed by the Declarant.
  
- b. At any time when the Developer does not own the majority interest in a Lot, Parcel or Common Area within said Ashby Ridge Phase 1: by recording in the office of the Chancery Clerk an instrument of amendment executed by Lot Owners that collectively own at least sixty-seven per cent (67%) of all Lots subject to this Supplement; or
  
- c. Until December 31, 2035, by an instrument executed and acknowledged only by the Developer when he/she owns an interest in a Lot, Parcel or Common Area within said Ashby Ridge Phase 1 provided that such amending instrument does not adversely modify or amend any material or substantive provision of this SUPPLEMENT or the Declaration. If the Developer or Declarant so chooses to have the Owner of any Lot execute such amending instrument, the execution of the amending instrument by that Owner shall not be interpreted as indicating that the amendment adversely modified or amended a material or substantive provision of this SUPPLEMENT. If Developer or Declarant so chooses to have the Owner of any Lot execute such amending instrument, the amendment shall thereafter be binding upon such Owner to the extent that such amended provisions are or can be implemented with respect to such Owner and all Lots within said Ashby Ridge Phase 1 owned by such Owner. Any amendment(s) made by the Developer for the purpose of facilitating the approval of the Declaration or this SUPPLEMENT by, and/or to cause the provisions of this SUPPLEMENT or the Declaration to comply with the Seller's Guidelines established by the Federal National Mortgage Association shall not be deemed to adversely modify or amend a material or substantive provision of this Supplement or the Declaration, however, such amendment shall not be applicable to the mortgage secured by a Lot if the mortgage holder deems the amendment detrimental to his mortgage.
  
- d. As stated hereinabove in Article I.I, Section 3, and notwithstanding any other provision of the Declaration or this Supplement and without limiting the generality of the foregoing, the prior written approval of Declarant, as



Declarant of Oakfield Subdivision shall be required before any amendment to this Supplement shall be effective while Declarant owns any portion of the Property.

An amending instrument shall be recorded in the office of the Chancery Clerk prior to it being effective. Unless a later date shall be specified in any such amending instrument, any amendment hereto shall be effective on the date of recording of the amending instrument.

IN WITNESS WHEREOF, on this the 15<sup>th</sup> day of January 2021, STILLHOUSE CREEK, LLC, a Mississippi limited liability company, acting through its duly authorized officer, has caused this Supplement to be executed and does deliver this Supplement as the act and deed of said STILLHOUSE CREEK, LLC.

DECLARANT:

STILLHOUSE CREEK, LLC  
A Mississippi limited liability company

By:   
Blake Cress, Managing Member

AGREED TO AS TO CONTENT AND FORM BY THE OWNER:

ASHBY DEVELOPMENT, LLC  
A Mississippi limited liability company  
By: GSM, LLC, a Mississippi limited liability company  
Managing Member/Chief Financial Officer/President/Treasurer of Ashby Development, LLC

By:   
James T. Weaver, Managing Member of GSM, LLC

ACKNOWLEDGEMENT PAGE FOLLOWS





ACKNOWLEDGEMENT OF STILLHOUSE CREEK, LLC

State of Mississippi  
County of Madison

Personally appeared before me, the undersigned authority in and for said state and county, on this the 15<sup>th</sup> of January 2021, within my jurisdiction, the above and within named Blake Cress, who acknowledged that he is Managing Member of STILLHOUSE CREEK, LLC, a Mississippi member-managed limited liability company, acting in his capacity as Managing Member of said STILLHOUSE CREEK, LLC, and as the act and deed of said STILLHOUSE CREEK, LLC, he executed the above and foregoing instrument after first having been duly authorized by said STILLHOUSE CREEK, LLC, so to do.



*Alicia Powell*

My Commission Expires: \_\_\_\_\_ (SEAL)

ACKNOWLEDGEMENT OF GSM, LLC and ASHBY DEVELOPMENT, LLC

State of Mississippi  
County of Madison

Personally appeared before me, the undersigned authority in and for said state and county, on this the 15<sup>th</sup> of January 2021, within my jurisdiction, the above and within named James T. Weaver, Managing Member of GSM, LLC, a Mississippi limited liability company, acting in its capacity as Managing Member/Chief Financial Officer/President/Treasurer of Ashby Development, LLC, a Mississippi limited liability company, and as its act and deed, he signed, executed and delivered the above and foregoing Supplement for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.

*Alicia Powell*  
Notary Public



My Commission Expires: 4-11-2023 (SEAL)



EXHIBIT "A"

**Legal Description  
For  
Ashby Ridge Phase 1**

A parcel or tract of land, containing **15.86 acres**, more or less, lying and being situated in the Southwest  $\frac{1}{4}$  of Section 26, Township 8 North, Range 2 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

**Commencing** at a found  $\frac{1}{2}$  inch iron pin marking the Southeast corner of said Section 26; run thence

North 67 degrees 20 minutes 25 seconds West for a distance of 3,486.69 feet to the found  $\frac{1}{2}$  inch iron pin marking the Southeast corner of a parcel of land described as "Recreation Area" on the plat or map of Woodscape of Oakfield, Phase 1A as recorded in Plat Cabinet F, Slides 81A-81C in the Office of the Chancery Clerk of Madison County; thence

North 17 degrees 02 minutes 44 seconds West along the East line of said "Recreation Area" for a distance of 354.83 feet to a found  $\frac{1}{2}$  inch iron pin marking the Northeast corner of said "Recreation Area"; thence

South 73 degrees 00 minutes 04 seconds West along the North line of said "Recreation Area", for a distance of 399.76 feet to a found  $\frac{1}{2}$  inch iron pin marking the Northwest corner of said "Recreation Area" and the **Point of Beginning** of the herein described property; thence

South 17 degrees 00 minutes 53 seconds East along the West line of said "Recreation Area" for a distance of 355.13 feet to a found  $\frac{1}{2}$  inch iron pin marking the Southwest corner of said "Recreation Area" and the North right of way of Oakfield Boulevard; thence

Continue along said North right of way of Oakfield Boulevard as follows; thence

South 72 degrees 57 minutes 58 seconds West for a distance of 40.78 feet a set  $\frac{1}{2}$  inch iron pin; thence

Southwesterly along the arc of a curve to the right for a distance of 377.89 feet, said curve having a radius of 1,020.00 feet, and a delta angle of 21 degrees 13 minutes 37 seconds, chord bearing and distance, South 83 degrees 34 minutes 46 seconds West 375.73 feet to a found  $\frac{1}{2}$  inch iron pin; thence

North 85 degrees 48 minutes 26 seconds West for a distance of 37.63 feet to a set  $\frac{1}{2}$  inch iron pin; thence

Northwesterly along the arc of a curve to the right for a distance of 355.09 feet, said curve having a radius of 1,742.85 feet, and a delta angle of 11 degrees 40 minutes 25 seconds, chord bearing and distance, North 80 degrees 08 minutes 16 seconds West 354.48 feet to a set  $\frac{1}{2}$



inch iron pin marking the Southeast corner of Western Ridge as recorded in Plat Cabinet F at Slides 77A and 77B in the Office of the Chancery Clerk of Madison County; thence

Continue along the East line of said Western Ridge as follows; thence

North 3 degrees 44 minutes 29 seconds East for a distance of 208.71 feet to a found ½ inch iron pin; thence

North 7 degrees 45 minutes 52 seconds West for a distance of 149.42 feet to a set ½ inch iron pin; thence

North 18 degrees 24 minutes 25 seconds West for a distance of 263.46 feet to a found ½ inch iron pin; thence

North 3 degrees 08 minutes 49 seconds West for a distance of 188.05 feet to a found ½ inch iron pin; thence

North 4 degrees 45 minutes 12 seconds East for a distance of 52.20 feet to the meandering centerline of Little Bear Creek Tributary; thence

Continue along said meandering centerline of Little Bear Creek Tributary as follows:

North 43 degrees 31 minutes 45 seconds East for a distance of 24.88 feet; thence

North 73 degrees 14 minutes 49 seconds East for a distance of 24.23 feet; thence

North 15 degrees 09 minutes 22 seconds East for a distance of 59.34 feet; thence

North 56 degrees 56 minutes 26 seconds East for a distance of 38.62 feet; thence

South 70 degrees 51 minutes 46 seconds East for a distance of 37.64 feet; thence

South 41 degrees 16 minutes 43 seconds East for a distance of 37.87 feet; thence

South 54 degrees 58 minutes 06 seconds East for a distance of 43.74 feet; thence

South 77 degrees 44 minutes 09 seconds East for a distance of 52.23 feet; thence

North 60 degrees 23 minutes 20 seconds East for a distance of 46.51 feet; thence

North 20 degrees 33 minutes 36 seconds East for a distance of 67.74 feet; thence

North 33 degrees 31 minutes 59 seconds East for a distance of 41.68 feet; thence

North 57 degrees 25 minutes 04 seconds East for a distance of 56.61 feet; thence

North 82 degrees 55 minutes 52 seconds East for a distance of 57.69 feet; thence



South 51 degrees 12 minutes 02 seconds East for a distance of 88.80 feet; thence  
South 65 degrees 58 minutes 06 seconds East for a distance of 15.67 feet; thence  
South 86 degrees 05 minutes 38 seconds East for a distance of 16.02 feet; thence  
South 57 degrees 18 minutes 50 seconds East for a distance of 15.97 feet; thence  
South 11 degrees 16 minutes 50 seconds East for a distance of 12.76 feet; thence  
South 20 degrees 11 minutes 26 seconds West for a distance of 29.92 feet; thence  
South 6 degrees 17 minutes 37 seconds East for a distance of 17.67 feet; thence  
South 61 degrees 58 minutes 30 seconds East for a distance of 15.83 feet; thence  
South 88 degrees 33 minutes 13 seconds East for a distance of 27.52 feet; thence  
North 76 degrees 59 minutes 41 seconds East for a distance of 38.09 feet; thence  
North 50 degrees 04 minutes 09 seconds East for a distance of 12.94 feet; thence  
South 15 degrees 40 minutes 52 seconds East leaving said meandering centerline of Little Bear  
Creek Tributary for a distance of 219.82 feet to a set ½ inch iron pin; thence  
South 73 degrees 17 minutes 47 seconds West for a distance of 20.59 feet to a set ½ inch iron  
pin; thence  
South 16 degrees 42 minutes 13 seconds East for a distance of 120.00 feet to a set ½ inch iron  
pin; thence  
North 73 degrees 17 minutes 47 seconds East for a distance of 17.07 feet to a set ½ inch iron  
pin; thence  
South 16 degrees 42 minutes 13 seconds East for a distance of 50.00 feet to a set ½ inch iron  
pin; thence  
South 17 degrees 02 minutes 29 seconds East for a distance of 213.88 feet the **Point of  
Beginning.**

Prepared by:  
**Benchmark Engineering and Surveying, LLC**  
101 Highpointe Court, Suite B  
Brandon, MS 39042

(601) 591-1077 Office  
(601) 591-0711 Fax  
Email: [mlove@benchmarkms.net](mailto:mlove@benchmarkms.net)



**DEPARTMENT OF THE ARMY**  
U.S. ARMY CORPS OF ENGINEERS, VICKSBURG DISTRICT  
4155 CLAY STREET  
VICKSBURG, MISSISSIPPI 39183-3435



January 27, 2020

Operations Division

**SUBJECT:** Department of the Army Regulatory Requirements for Activities Associated with Construction of the Ashby Ridge Residential Development Project, Located in Section 26, T8N-R2E, Madison County, Mississippi

Mr. James T. Weaver  
Ashby Development, LLC  
Post Office Box 1666  
Ridgeland, Mississippi 39158

Dear Mr. Weaver:

Based upon the information furnished (enclosure 1), it appears that Department of the Army permit requirements for the proposed work will be authorized by Nationwide Permit No. 29, as specified in the January 6, 2017, Federal Register, Issuance and Reissuance of Nationwide Permits; Final Rule; Notice (82 FR 1860-2008), provided the activity complies with the Special Conditions (enclosure 2), the General Conditions (enclosure 3), and the Regional Conditions (enclosure 4). It is your responsibility to read and become familiar with the enclosed conditions in order for you to ensure that the activity authorized herein complies with the Nationwide Permit.

**A copy of the subdivision plans and drawings, wetland location maps that include reference to the avoided features, and a copy of this Department of the Army permit verification letter shall be recorded with the covenants of the subdivision. The covenants shall be recorded with the Registrar of Deeds, or other appropriate official charged with maintaining records on real property, to ensure that subsequent property owners are aware of areas where impacts to waters of the United States are not covered by this permit verification. Proof of recording the aforementioned items within the covenants shall be provided to the U.S. Army Corps of Engineers, Vicksburg District, Regulatory Branch within six (6) months from the start date of construction.**

This verification is valid until March 18, 2022, unless the Nationwide Permit is modified, suspended, or revoked. Activities which are under construction, or that are under contract to commence, in reliance upon a Nationwide Permit will remain authorized provided the activity is completed within 12 months of the date of any subsequent modification, expiration, or revocation of the Nationwide Permit. Upon completion of the activity authorized by this Nationwide Permit, please fill out the enclosed certification of compliance (enclosure 5) and return it to our office.



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This verification was based upon a preliminary determination that there appear to be jurisdictional areas on the property subject to regulation pursuant to Section 10 of the Rivers and Harbors Act of 1899 and/or Section 404 of the Clean Water Act. A copy of the appeals form is enclosed for your review (enclosure 6).

This verification of Department of the Army regulatory requirements does not convey any property rights, either in real estate or material or any exclusive privileges, and does not authorize any injury to property or invasion of rights or local laws or regulations, or obviate the requirement to obtain State or local assent required by law for the activity discussed herein.

Thank you for advising us of your plans. If you change your plans for the proposed work, or if the proposed work does not comply with the conditions of the Nationwide Permit, please contact Mr. Jerry Bourne, telephone (601) 631-5441 or email [Gerald.G.Bourne@usace.army.mil](mailto:Gerald.G.Bourne@usace.army.mil). In any future correspondence concerning this project, please refer to Identification No. MVK-2019-974.

I am forwarding a copy of this letter via email to Mr. Joshua Brown, Headwaters, Incorporated, Post Office Box 2836, Ridgeland, Mississippi 39157-2836 and Ms. Florance Bass, Mississippi Department of Environmental Quality, Post Office Box 2261, Jackson, Mississippi 39225-2261.

Sincerely,

*Jennifer G. Brown*  
for

Cori Carraway  
Chief, Permit Section  
Regulatory Branch

Enclosures

Madison County, MS  
I certify this  
instrument was filed  
on 03/05/2019 03:28:14  
PM  
and eRecorded in the  
T  
Book 3697 Page 136 -  
139  
INSTR#:859602  
Ronny Lott, Chancery  
Clerk  
By:RGK

FIRST GUARANTY

Recording Fee  
\$243.00  
Archive Fee  
\$1.00  
-----  
Total  
\$244.00

**INDEXING INSTRUCTIONS:**

South ½ of Section 26, and in the North ½ of Section 35, Township 8 North, Range 2 East; and  
Lots 1 through 12, Lots 24 through 33 and Lots 40 through 46, Whitney's Ridge, Phase 1, Plat Cabinet E, Slide 158A, and  
Lots 13 through 23 and Lots 34 through 39, Whitney's Ridge, Phase 2, Plat Cabinet E-176B, and  
Lots 1 through 51, Western Ridge, Plat Cabinet F-77A & 77B, and  
Lots 1 through 50, White Oak, Plat Cabinet F, Slides 17A & 17B, and  
Lot 1, Lots 24 through 38, and Lots 44 through 78, Woodscape of Oakfield, Phase 1A, Plat Cabinet F Slides 81A&B and 82A, and  
Lots 2-23, Woodscape of Oakfield, Phase 1B, Plat Cabinet F Slides 108B & 109A,  
Madison County, Mississippi

**MARGINAL NOTATIONS: Book 2671 at Page 313, Book 3491 at Page 182**

**AMENDMENT AND SUPPLEMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
OAKFIELD SUBDIVISION**

WHEREAS, the Declaration of Master Covenants, Conditions and Restrictions for Oakfield Subdivision was recorded in Book 2671 at Page 313 (the "Covenants"); and,

WHEREAS, an Assignment of Declarant's Rights was recorded in Book 3491 at Page 182 said assignment naming **Stillhouse Creek, LLC, a Mississippi Limited Liability Company**, (hereinafter "Declarant"), as the Declarant; and

WHEREAS, the Declarant desires to amend the Covenants;

NOW THEREFORE, the Declarant executes this amendment in order to amend and supplement the Covenants as follows:

**1) SECTION 1(b) is hereby deleted in its entirety and is hereby substituted with the following:**

- a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as a security for the performance of an obligation or payment of a debt.

AMEND

b) The Association shall have two classes of voting membership:  
“Class A” – Class A Members shall be all Members with the exception of the Declarant its nominee or nominees, if any. Class A Members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

“Class B” – The Class B Member(s) shall be the Declarant and its nominee or nominees, if any. The Class B Member(s) shall be entitled to 4 votes for each Lot owned. When the total votes outstanding in Class A membership equal the votes outstanding in the Class A Membership, then the Class B membership shall cease and be converted into Class A membership. Notwithstanding the foregoing, on December 31, 2035, all Class B membership shall cease and be converted into Class A membership.

**2) ARTICLE XIV, Section 2 is hereby deleted in its entirety and is hereby substituted with the following:**

**Section 2.** “Amendments” – Notwithstanding Section 1 of this Article, the Covenants, Conditions and Restrictions of this Declaration may be amended by the Declarant prior to January 1, 2035, and subject to the provisions of Section 8 of this Article, may be amended and/or changed in part with the consent of at least seventy-five (75%) percent of the Lot Owners; thereafter said covenants and this Declaration may be amended or terminated with the consent of fifty-one (51%) of the Lot Owners, and in each case such amendment shall be evidenced by a document in writing bearing the signature of such Owners. All amendments, if any, shall be recorded in the Office of the Chancery Clerk of Madison County, Mississippi.

**3) ARTICLE XV is hereby deleted in its entirety and is hereby substituted with the following:**

**“DECLARANT’S RIGHTS AND RESERVATIONS**

**Section 1:** “Declarant’s Rights and Reservations” – Notwithstanding any provisions herein to the contrary, the Declarant, its successors and assigns, will act as the homeowners association provided for herein, up to and until the Declarant, its successors and assigns, in its sole and absolute discretion decides to allow “others” to form the homeowners association which shall be evidenced by written consent from the Declarant. Declarant shall have the right, at its option, to perform the duties and assume to obligations, levy and collect assessments and charges and otherwise exercise the powers herein conferred on the Owners Association in the same way and in the same manner as though such powers and duties were herein given to the Declarant directly; included in these rights is the right to act as the Architectural Review Committee and to cause the Owner’s Association to be organized and duly chartered. Declarant shall also have the right to modify, amend, repeal, or change any of the terms of this Declaration until January 1, 2035.



When formed so long as the Declarant owns lots in the Development, no provisions in the Charter, Bylaws or this Declaration shall limit, and no Owner or the Association shall do anything to interfere with, the right of the Declarant to subdivide or resubdivide any portion of the Property, or to complete improvements or refurbishment (if any) to and on the Common Area, or any portion of the Property owned by the Declarant or to alter the foregoing or the construction plans and designs, or to construct such additional improvements or add future phases in the course of development of Oakfield Subdivision, pursuant to Article XIII, Section 2, of this Declaration as Declarant deems advisable in the course of development of the Property. Such right shall include, but not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of his business for completing the work and disposing of the lots by sale, lease or otherwise. Each Owner by accepting a deed to a lot hereby acknowledges that the activities of the Declarant may temporarily or permanently constitute an inconvenience or nuisance. This Declaration shall not limit the right of the Declarant any time prior to the acquisition of title to a lot by a purchaser from Declarant to establish on that lot Common Areas, additional licenses, easements, reservations, and rights of way to itself, to utility companies or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. The Declarant need not seek or obtain Board approval of any improvement constructed or placed by Declarant on any portion of the Property. The rights of Declarant under this Declaration may be assigned by Declarant to any successor and any interest or portion of Declarant's interest in any portion of the Property by a recorded, written assignment. Declarant shall be entitled to the non-exclusive use of the Common Area, Green Area, without further cost or access, ingress, egress, use or enjoyment, in order to show the Property to his prospective purchasers or lessees and dispose for the Property as provided herein. Declarant, his assigns and tenants shall also be entitled to the non-exclusive use of any portion of the Common Area, Green Area, which comprises drives or walkways for the purpose of ingress and egress and accompanying vehicle and pedestrian traffic to and from the Property. Each Owner hereby grants, by acceptance of the deed to a lot, an irrevocable, special power of attorney to Declarant to execute and record all documents and maps necessary to allow Declarant to exercise his rights under this Article. This Article shall be applicable for so long as the Declarant owns any portion of the Property."

FURTHER, the undersigned does hereby authorize, appoint and direct the Chancery Clerk of Madison County as their attorney to note on the plat this ratification.

{SIGNATURE PAGE FOLLOWS}