



9/21/2021 8:16:39 AM
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DESOTO COUNTY, MS
Misty Heffner
CHANCERY CLERK

This instrument prepared by and return to:

* Eric L. Sappenfield, PLLC
MS Bar # 6468
6858 Swinnea Road, 5 Rutland Place
Southaven, MS 38671 (662)349-3436
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WILLIAMS RIDGE SUBDIVISION

Grantor: Kreunen Farms, LLC
P.O. Box 38
Olive Branch, MS 38654
901-603-7049

Grantee: Williams Ridge 55 Homeowner's Association, Inc.
P.O. Box 38
Olive Branch, MS 38654
901-603-7049

INDEXING INSTRUCTIONS: Lots 97-112, Phase II, Final Plat Williams Ridge Subdivision, located in Section 22, Township 2 South, Range 7 West, DeSoto County, Mississippi, per plat thereof recorded in Plat Book 138, Page 8-9, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WILLIAMS RIDGE 55 SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by KREUNEN FARMS, LLC, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner for certain property described below, in DeSoto County, State of Mississippi, which is more adequately described as:

Lots 97-112, Phase II, Final Plat Williams Ridge Subdivision, located in Section 22, Township 2 South, Range 7 West, DeSoto County, Mississippi, per plat thereof recorded in Plat Book 138, Page 8-9, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE 1
DEFINITIONS

Section 1. "Association" shall mean and refer to Williams Ridge 55 Homeowner's Association Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more

persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties which the exception of the Common Area.

Section 5. "Common Area" shall mean to include all such areas as "open space" as designated on the plat of subdivision and the plat of record in Plat Book 138, Page 8-9, of Williams Ridge Subdivision and any other common are located in future sections of William Ridge Subdivision not deemed exclusive for that Section.

Section 6. "Declarant" shall mean and refer to Kreunen Farms, LLC.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situation upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

In the event the Association is dissolved, the assets thereto shall be dedicated to a public body or conveyed to a non-profit corporation with similar purposes.

No such dedication, dissolution or transfer shall be effective unless an instrument signed by the Declarant (only while he is the owner of at least 1 lot in the subdivision or any property that Declarant owns that may be subject to this declaration in the future) or 51% of of members agreeing to each dedication, dissolution or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-laws or rules and regulations of the Association as promulgated from time to time, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who resided on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to any may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two class of voting membership:

Class A. The Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be case with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when all of the lots have been sold, or
- (b) on January 1, 2050.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot is deemed to covenant and agree to pay to the Association: (1) annual

assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the subdivision, entrances, boundary, fencing and landscaping, and of the homes situated upon the Properties.

Section 3. Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the initial annual assessment shall not exceed \$1200, per year, of which \$600.00 will be contributed to the Williams Ridge Homeowner's Association for the upkeep of its commons areas not exclusive to this section of 55+. However, no annual assessment shall be due by the Declarant or the homebuilder that Declarant has sold the lots to. Said fee may be collected monthly, at the

option of the Association and may be adjusted annually by either the Declarant or the Association through its Board of Directors as set forth in its bylaws.

Said annual assessment shall also include in this amount partial costs associated in the Williams Ridge Homeowner's Association as it affects the entire subdivision and members of this association shall have rights to use the common areas of the entire subdivision.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement or maintenance of the common areas, including fixtures and personal property related thereto. Such assessment shall have the assent of a majority of the Board of Directors .

Section 5. Notice and Quorum for an Action Authorized Under Sections 3 and 4. ONLY IF REQUIRED BY LAW. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meetings called, the presence of members or of proxies entitled to cast 25 percent (25%) of all the votes of each class of membership shall constitute 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-half ($\frac{1}{2}$) of the required quorum at the

preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. The provision shall not be in force as long as Declarant retains management of the Association or is the owner of any lot or other property that is subject or may be subject in the future to this declaration.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. However, failure to pay said assessments will not constitute a default under any insured mortgage. The Association may bring an

action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided by herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding 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 relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Management. The Association may retain the services of a professional management company to manage all aspects of the Association.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. General: No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the

Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Declarant shall serve as the Architectural Committee as long as he owns any lot or property that may be subject to this declaration. .

ARTICLE VI COVENANTS AND RESTRICTIONS FOR USE

Section 1. Residential Use and Subdivision of a Lot. No lot shall be used except for private residential purposes. No lot in the planned development shall be subdivided. All lots shall be a minimum of 1600 total square feet.

Section 2. Prohibited Uses Nuisances. In order to provide for a congenial occupation of the homes within the planned development, and to provide for the protection of the value of the entire development, the use of the residence shall be in accordance with the following provisions:

- a. Said Property is hereby restricted to the residential dwellings.
- b. All buildings or structures erected upon said lot shall be of new construction, and no buildings or structures shall be moved from their locations onto said Property, and no subsequent buildings or structures of a temporary character, trailer, basement, tent, shack, garages, barn or other out building shall be used on any portion of said Property at any time as a residence either temporarily or permanently.
- c. All alleyways and streets used exclusively for this subdivision shall be private and maintained by the Association.

Section 3. Prohibited Uses Nuisances, General.

- a. Each Lot shall be conveyed as a separately designed and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants of record in the Chancery Clerk's Office, DeSoto County, Mississippi.
- b. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or homebuilder to maintain, during the period or the sale of said Lots, upon such portion or the premises as Declarant or homebuilder deems necessary, such facilities, as in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the sale of said Lots, but without limitation, a business office, storage area, construction yard, signs, model units and sales office.
- c. No advertising signage, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activity of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction, sales, or maintenance of any home or building, if any, of Declarant or homebuilder, its agents and assigns during the development and sales period of Lots in the planned development.
- d. All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of adjoining landowners or neighboring streets. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
- e. No exterior television, radio, or other antenna of any sort or any window air conditioning units shall be placed, allowed or maintained upon any portion upon the Property nor upon any structure situated upon Property without prior written approval and the authorization of the Architectural Committee.
- f. Grass, weeds, vegetation and debris on each Lot shall be kept mowed and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris and plants which die shall be promptly removed from such Lots. Until a structure is

constructed by an Owner, Declarant or homebuilder, at its option and its discretion, may mow and have dead trees, siltation, and debris removed from such Lots, Common Area, and the Owner of such Lot shall be obligated to reimburse Declarant for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.

g. No obnoxious or offensive trade or activity shall be carried on upon any Lot in this planned development nor shall anything be done thereon which may be or become an annoyance or nuisance to the Planned Development or other Lot owners.

h. No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner is ready to commence improvements. Building materials shall not be placed or stored in the Common Area, or street or between the curb and property lines, or within the drip line of any tree canopy.

i. There shall be no violation of any rules which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the by-laws authorized to adopt such rules.

j. No recreational vehicle (RV or motor home, ATV, etc.), boat, or any type of trailer may be parked or stored on any Lot unless same is in a garage. All passenger automobiles shall be parked either on the driveway or in a garage. No more than four (4) automobiles per lot. No semi-truck or truck whose capacity exceeds one (1) ton or non-type trailer or flatbed trailer may be parked on any residential Lot or in the Common Areas, streets or open spaces.

k. No motor vehicle or any other vehicle, including, but not limited to, a boat, motor and boat trailer, lawn mower, tractor, etc., may be stored on any Lot for the purpose of repair of same. No A-frame or motor mount may be placed on any Lot nor shall any disabled or inoperable vehicle be stored on any lot.

l. No storage building, shed, or other building shall be allowed upon any Lot, unless approved by the Architectural Committee.

m. No chain link fences shall be allowed on any Lot. Wooden or ornamental iron fences will be allowed upon written approval of the Architectural Committee.

n. No car, truck, van, trailer, boat, recreational or commercial type vehicle shall be stored or parked on any lot, unless in a closed garage, nor parked on the streets serving the subdivision, unless engaged in transporting to or from a residence in the subdivision.

o. No motorized vehicles in common area other than maintenance vehicles. Ex: 4-wheelers, motorcycles, go carts, etc. This will be considered trespassing, and violators will be prosecuted.

p. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except that dogs, cats or other generally recognized domestic animals may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. The number of animals shall be limited to 3 animals. In all instances, household pets shall be restrained within fenced areas or under leash. No dog runs will be allowed.

q. All signs, billboards, or advertising structures of any kind are prohibited except for two (2) professional signs of not more than ten (10) square feet to advertise a lot for sale or lease during a sales period and except for signs, billboards, or advertising structure erected by or on behalf of Declarant or homebuilder, during the development and sales period of the property and unsold Lots. No sign is permitted to be nailed or attached to trees. All signs to be approved by the Architectural Committee.

r. Garage/yard sales are not permitted without a permit from the Homeowners Association.

s. Swimming pools and/or hot tubs/spas and their accessory structures shall be installed in accordance with the ordinances and regulations of DeSoto County, Mississippi, and are subject to review and approval of the Architectural Review Committee. No above ground swimming pools shall be permitted.

t. All equipment, garbage cans, service yards, mechanical equipment, swimming pool pumps and filters, woodpiles or storage piles, shall be kept screened by adequate planting or fencing so as to conceal them from view of streets and neighbors. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

u. Declarant will cause to be incorporated a non-profit homeowners association to which every party purchasing a lot, whether the original purchaser or not, will be deemed to have agreed to belong. There shall be one homeowners association for all phases of Williams Ridge Subdivision.

v. Wrought iron black fences shall be required along all lots on Kreunen St. Cedarwood dog ear topped privacy fences will be required along the rear of Lots 112-118. All privacy fences will be 6 feet in height cedarwood dog ear top. All fences must be approved by the Developer or the architectural committee.

w. No solar panels are allowed in the yard or on any dwelling.

ARTICLE VII HOUSING FOR OLDER PERSONS PROVISIONS

Section 1. Restriction. Lots 97-112 at Williams Ridge 55 are intended to provide housing for persons aged fifty-five (55) years of age and older (a "Qualifying Age") as an age-restricted community in compliance with all applicable local, state, and federal laws, including, but not limited to, the HOPA Act. To that end, except as provided in this Article, at least one (1) occupant (each an "Occupant") of each Lot must be of a Qualifying Age. An Occupant, as defined by this Article, is an Owner of the Lot who resides in the Lot as his or her principal place of residency for the majority of any calendar year. The foregoing notwithstanding, if none of the Owners of a Lot are of Qualifying Age and intend to be Occupant of such Lot, then such Owners may make an application to the Board of Directors for a hardship exemption to the restriction in this Article VII. The Board of Directors may grant such a hardship exemption in its sole and reasonable discretion (for example, in cases where an Occupant of a Qualifying Age is survived by a spouse under a Qualifying Age or where the children of a Occupant of a Qualifying inherit the Lot by descent, devise, or the operation of law the Board of Directors may grant a hardship exemption). In no event shall the Board of Directors grant a hardship exemption so that less than eighty percent (80%) of

the Lots at Williams Ridge 55 are occupied by an Occupant of a Qualifying Age. In the event the Owner of a Lot at which there is no Occupant of a Qualifying Age (a "Non-Qualifying Lot Owner") is granted a hardship by the Board of Directors, then such Non-Qualifying Lot Owner shall be given a signed Certificate of Exemption in the form agreeable to the Association. The recordation of an executed Certificate of Exemption in the Recorder's Office shall be the sole, conclusive proof that a Non-Qualifying Lot Owner has been granted an exemption. Any Non-Qualifying Lot Owner who has not recorded a signed Certificate of Exemption shall be conclusively deemed to be in violation of this Article. A violation of this Article may be enforced as otherwise proved in the Declaration, as amended. Anything in the Article to the contrary notwithstanding, the occupancy restrictions contained in this Article VII shall not apply to Lot Owners holding title to a Lot who are not a Qualifying Age as of the date of recordation of this Amendment and their respective spouses, siblings, parents, and children (such Owners and their designated relatives who acquire title to the Lot shall be considered Non-Qualifying Lot Owners for the purposes of calculating whether the Board may grant an exemption for a hardship as provided herein).

Section 2. Intent to Operate as a HOPA Developement. It is the express intent of the Association that Williams Ridge 55 be operated as a community for a persons who are a Qualifying Age. Consequently, the Board of Directors may, in its reasonable discretion, promulgate and publish certain policies and procedures that demonstrate such intent for Williams Ridge 55 is described to prospective purchasers, advertising designed to prospective

purchasers, and public posting in the General Areas of signs describing Williams Ridge 55 as housing for persons of a Qualifying Age. Further, the Board shall establish a policy and procedure to survey and verify (an "Age Verification Survey") the age of the Occupants of Lots at Williams Ridge 55 to ensure that the Association complies with the provisions of the HOPA Act. Such an Age Verification Survey shall occur every other year, beginning in provisions of the HOPA Act. Such an Age Verification Survey shall occur every other year, beginning in 2021 (e.g., every odd year). In verifying the age of the Occupants of a Lot, the Association (in accordance with 24 C.F.R. § 100.307(d)) may rely upon the Occupant's driver's license; birth certificate; passport; immigration card; military identification; any other state, local, nation, or international official documents containing a birth date of comparable reliability; or a certification in a lease, application, affidavit, or other document signed by any member of the household age eighteen (18) or older that at least one person in the Lot is of a Qualifying Age.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3. Amendments. The covenants and restrictions of this Declaration shall run and bind the land. This Declaration may be amended at anytime by the Declarant or by a simple majority of members of the Association. Any amendment must be recorded.

Section 4. Annexation. Declarant has the right to add additional property and common area to the Association. Declarant may amend this Declaration to include said additional property without any approval whatsoever of the then current lot owners.

IN WITNESS HEREOF, the undersigned have hereunto set their hands and seals this 14th day of September, 2021.

KREUNEN FARMS, LLC

By: 

Kim H. Kreunen, Member

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 14th day of September, 2021, within my jurisdiction, the within named Kim H. Kreunen, who acknowledged that he is Member of Kreunen Farms, LLC, and that for and on behalf of said Limited Liability Company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


NOTARY PUBLIC

My Commission Expires:

07/15/2024



BY LAWS

OF

WILLIAMS RIDGE 55 HOMEOWNER'S ASSOCIATION

INCORPORATED UNDER THE LAWS OF

STATE OF MISSISSIPPI

Exhibit

BY-LAWS
OF
WILLIAMS RIDGE 55+ HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I - OFFICERS

The principal office of the corporation in the State of MISSISSIPPI shall be located in the City of Southaven, County of DeSoto. The corporation may have such other offices, either within or without the State of incorporation as the board of directors may designate or as the business of the corporation may from time to time require.

ARTICLE II - MEMBER OF ASSOCIATION

1. ANNUAL MEETING.

The annual meeting of the members shall be held on the 10th day of January (or other said date as set by the association) in each year beginning with the year 2022 at the hour 10:00 o'clock A.M., for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday such meeting shall be held on the next succeeding business day.

2. SPECIAL MEETINGS.

Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or by the directors, and shall be called by the president at the request of the holders of not less than 50 percent of all the outstanding shares of the corporation entitled to vote at the meeting.

3. PLACE OF MEETING.

The directors may designate any place, either within or without the State unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place, either within or without the state unless otherwise prescribed by statute, as the place for holding such meeting. If no designation is

made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation.

4. NOTICE OF MEETING.

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 2 days nor more than 10 days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or persons calling the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the books of the corporation, with postage thereon prepaid.

5. CLOSING OF TRANSFER BOOKS OR FIXING OF RECORD DATE.

For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or members entitled to receive payment of any dividend, or in order to make a determination of members for any other proper purpose, the directors of the corporation may provide that the books shall be closed for a stated period but not to exceed, in any case, 60 days. If the books shall be closed for the purpose of determining members entitled to notice of or to vote at a meeting of members, such books shall be closed for at least 14 days immediately preceding such meeting. In lieu of closing the books, the directors may fix in advance a date as the record date for any such determination of members, such date in any case to be not more than 60 days and, in case of a meeting of members, not less than 14 days prior to the date on which the particular action requiring such determination of members is to be taken. If the books are not closed and no record date is fixed for the determination of members entitled to notice of or to vote at a meeting of members, or members entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of members. When a determination of members entitled to vote at any meeting of members has been made as provided in this section, such determination shall apply to any adjournment thereof.

6. VOTING LISTS.

The officer or agent having charge of the transfer books for shares of the corporation shall make, at least 14 days before each meeting of member, a complete list of the members entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order,

with the address of and the voting rights held by each, which list, for a period of 14 days prior to such meeting, shall be kept on file at the principal office of the corporation and shall be subject to inspection by any member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting. The original book shall be prima facie evidence as to who are the members entitled to examine such list or transfer books or to vote at the meeting of members.

7. QUORUM.

At any meeting of members 51% of the outstanding voting rights of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than said number of the voting rights are represented at a meeting, a majority of said rights so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

8. PROXIES.

At all meetings of members, a member may vote by proxy executed in writing by the member or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting.

9. VOTING.

Each member entitled to vote in accordance with the terms and provisions of the certificate of incorporation and these by-laws shall be entitled to one vote, in person or by proxy, for each share of stock entitled to vote held by such members. Upon the demand of any member, the vote for directors and upon any question before the meeting shall be by ballot. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Certificate of Incorporation or the laws of this State.

10. ORDER OF BUSINESS.

The order of business at all meetings of the members, shall be as follows:

1. Roll Call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of Officers.
5. Reports of Committees.
6. Election of Directors.
7. Unfinished Business.
8. New Business.

11. INFORMAL ACTION BY MEMBERS.

Unless otherwise provided by law, any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

ARTICLE III - BOARD OF DIRECTORS

1. GENERAL POWERS.

The business and affairs of the corporation shall be managed by its board of directors. The directors shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation, as they may deem proper, not inconsistent with these by-laws and the laws of this State, including but not limited as follows:

A. The appointment of the Architectural Control Committee (the “ACC”), as such is provided in the Declaration, and all other standing committees and chairpersons thereof. This power can be delegated to the President. All committees shall derive their direction from the Board of Directors.

B. The appointment of all persons or organizations to serve the Association, including, but not limited to, any professional management company.

C. The filling of vacancies on the Board of Directors until the next annual meeting.

D. The approval of expenditures of Association funds.

E. The establishment of policy for the Association.

F. The dissolution of all standing and other committees. This power can be delegated to the President.

G. The setting and collection of all annual and special assessments provided in the Declaration.

H. Such other powers and duties as given to them by the Members; or established by the Declaration; or which may be exercised for, on behalf of, and in the best interests of the Association.

I. All other powers of a non-profit corporation as permitted by the Act.

J. Promulgation of reasonable rules and regulations (the “Rules and Regulations”) in accordance with the Declaration after written notice to the Members.

2. NUMBER, TENURE AND QUALIFICATIONS.

The number of directors of the corporation shall be 3. Each director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified.

3. REGULAR MEETINGS.

A regular meeting of the directors, shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of members. The directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

4. SPECIAL MEETINGS.

Special meetings of the directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the directors may fix the place for holding any special meeting of the directors called by them.

5. NOTICE.

Notice of any special meeting shall be given at least 2 days previously thereto by written notice delivered personally, or by telegram or mailed to each director at his business address. If mailed, such notices shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6. QUORUM.

At any meeting of the directors 2 directors shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

7. MANNER OF ACTING.

The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the directors.

8. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board for any reason except the removal of directors without cause may be filled by a vote of a majority of the directors then in office, although less than a quorum exists. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the members. A director elected to fill a vacancy caused by resignation, death, or removal shall be elected to hold office for the unexpired term of this predecessor.

9. REMOVAL OF DIRECTORS.

Any or all of the directors may be removed for cause by vote of the members or by action of the board. Directors may be removed without cause only by vote of the members.

10. RESIGNATION.

A director may resign at any time by giving written notice to the board, the president or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

11. COMPENSATION.

No compensation shall be paid to directors, as such, for their services, but by resolution of the board a fixed sum and expenses for actual attendance at each regular or special meeting of the board may be authorized. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

12. PRESUMPTION OF ASSENT.

A director of the corporation who is present at a meeting of the directors at which action on any corporate matter is taken shall be presumed to have assented to the action

taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

13. EXECUTIVE AND OTHER COMMITTEES.

The board, by resolution, may designate from among its members an executive committee and other committees, each consisting of three or more directors. Each such committee shall serve at the pleasure of the board.

ARTICLE IV - OFFICERS

1. NUMBER.

The officers of the corporation shall be a president, a secretary and a treasurer, each of whom shall be elected by the directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the directors.

2. ELECTION AND TERM OF OFFICE.

The officers of the corporation to be elected by the directors shall be elected annually at the first meeting of the directors held after each annual meeting of the members. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

3. REMOVAL.

Any officer or agent elected or appointed by the directors may be removed by the directors whenever in their judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4. VACANCIES.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the directors for the unexpired portion of the term.

5. PRESIDENT.

The president shall be the principal executive officer of the corporation and, subject to the control of the directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the members and of the directors. He may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the directors or by these by-laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the directors from time to time.

6. VICE-PRESIDENT. (Not required)

In the absence of the president or in event of his death, inability of refusal to act, the vice-president shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-president shall perform such other duties as from time to time may be assigned to him by the president or by the directors.

7. SECRETARY.

The secretary shall keep the minutes of the members and of the directors' meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these by-laws or as required, be custodian of the corporate records and of the seal of the corporation and keep a register of the post office address of each member which shall be furnished to the secretary by such member, have general charge of the transfer books of the corporation and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the directors.

8. TREASURER.

If required by the directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the

corporation in such banks, trust companies or other depositories as shall be selected in accordance with these by-laws and in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the directors.

9. SALARIES.

The salaries of the officers shall be fixed from time to time by the directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

ARTICLE V - CONTRACTS, LOANS, CHECKS AND DEPOSITS

1. CONTRACTS.

The directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

2. LOANS.

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the directors. Such authority may be general or confined to specific instances.

3. CHECKS, DRAFTS, ETC.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the directors.

4. DEPOSITS.

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the directors may select.

ARTICLE VI - CERTIFICATES FOR SHARES AND THEIR TRANSFER

1. CERTIFICATES FOR SHARES.

None Required.

ARTICLE VII - FISCAL YEAR

The fiscal year of the corporation shall begin on the 1st day of January in each year.

ARTICLE VIII - SEAL

The directors may provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation, the state of incorporation, year of incorporation, and the words, "Corporate Seal."

CONSENT TO ACTION TAKEN IN LIEU OF MEETING

OF

WILLIAMS RIDGE 55 HOMEOWNER'S ASSOCIATION, INC.

The undersigned being the incorporator(s) of the corporation hereby consent to and ratify the action taken to organize the corporation as hereafter stated:

The persons whose names appear below were appointed directors of the corporation to serve for a period of five years and until their successors are appointed or elected and shall qualify:

KIM H. KREUNEN

The persons whose names appear below were appointed officers of the corporation to serve for a period of five years and until their successors are appointed or elected and shall qualify:

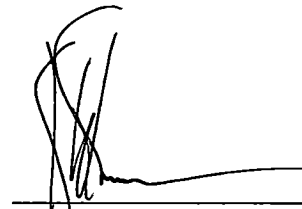
President:	KIM H. KREUNEN
Secretary/Treasurer:	KIM H. KREUNEN

By-laws, regulating the conduct of the business and affairs of the corporation as prepared by ERIC L. SAPPENFIELD, counsel for the corporation, were adopted and inserted in the record book.

The treasurer was authorized to open a bank account with a bank located in the State of Mississippi/Tennessee.

The president was authorized to designate the principal office of the corporation in this state as the office for service of process on the corporation, and to designate such further agents for service of process within or without this state as is in the best interests of the corporation.

Dated and certified September 14th, 2021



Kim H. Kreunen