

STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED
Bk:1379 Page:249-271
RCD: 10/21/2021 @ 2:53:07:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

STONEBRIDGE

BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS

WHEREAS, the undersigned is the owner of all the real property as described on *Exhibit A* attached hereto and made a part hereof.

WHEREAS, the undersigned and the Longleaf Property Owners' Association desires and intends to create and affix to all the property described in *Exhibit A* and to each of the parcels of the property described in *Exhibit A* as depicted in the drawings attached hereto.

NOW THEREFORE, in consideration of the mutual advantages to be derived of the undersigned and future owners of said property, the undersigned does hereby make, adopt and promulgate the following Building Restrictions and Protective Covenants, which shall be covenants running with the land and restricting the use of said real property as follows, to-wit:

1. Residential: Each of the parcels as above described and depicted on the drawings attached as *Exhibit A* shall hereto be known, described and used as single-family residential property.
2. Minimum Square Footage: The dwelling constructed or placed upon said parcels shall be single family residences which shall contain at least 1800 square feet of heated living area.
3. Temporary Buildings and Manufactured Housing: No temporary buildings, structures, shell homes, or manufactured housing of any kind may be constructed, erected, moved upon or otherwise placed upon any of said parcels except that the builder of a dwelling may place tool houses and storage sheds on the parcel to house equipment and materials during construction, which said tool sheds and storage houses shall be removed when the construction of the dwelling is completed. The term manufactured housing includes, but is not limited to, mobile homes, trailers, double-wide mobile homes, modular homes, shell homes, and such other housing units as are pre-constructed and moved upon a lot and units.
4. Detached Non-Residential Buildings: In connection with each single family dwelling a detached garage may be constructed, and in addition one other permanent detached out building may be constructed and placed upon the parcel, but all such detached buildings shall be architecturally compatible with the dwelling and none shall be closer

than five (5) feet to the nearest property line of the parcel nor closer than thirty (30) feet to the private or public road on which the dwelling fronts.

5. Detached Residential Buildings: Notwithstanding the designation as single family residential, it is agreed that a dwelling commonly referred to as a mother-in-law or father-in-law quarters may also be placed on any parcel provided that it must be occupied by members of the immediate family, and the location of said quarters comply with all building set back requirements set forth in Paragraph 6 and all other restrictive and protective covenants herein and shall contain at least 600 square feet of heated living area. The square feet requirement shall not be considered in calculating the square feet of the main residential dwelling, which must contain at least 1,800 square feet of heated living area.
6. Building Set Backs: Each dwelling shall front on a public or private road and shall be set back from said road a minimum of thirty (30) feet and shall extend no closer than thirty (30) feet to the rear property line of the parcel and not closer than ten (10) feet to the side property line of the parcel, and where the side property line of the parcel shall be a public or private road, then shall extend no closer than thirty (30) feet to the side property line of the parcel. For the purposes of this restriction and covenant, open and enclosed porches shall be considered as a part of the dwelling, but eave and steps shall not be so considered.
7. Roof Pitch and House Plan Approval: Each dwelling constructed shall have minimum roof pitch of 9/12. Prior to commencing construction, all house plans shall be submitted to and approved by an architectural committee composed of three (3) property owners appointed by the Longleaf Acres Property Owners' Association Board of Directors.
8. Metal Structures: No metal structures such as storage buildings and garages are allowed.
9. Parking: Each residential building shall be provided with off street parking in the form of a concrete driveway extending from the street paving to the garage or carport. All additional driveways must have 30 feet of concrete from the street.
10. Walls and Fences: No fence, wall or solid line of shrubbery shall be erected or are permitted to remain on that portion of any lot commonly known as the "front yard".
11. Subdivision of Parcels: No parcel as depicted in *Exhibit A* attached hereto may be further subdivided so as to contain more than one (1) dwelling; however, nothing contained herein shall be construed as prohibiting the combination of more than one (1) parcel with other parcels or parts of other parcels so long as only one (1) dwelling shall be constructed or placed thereon.

12. Trucks, Boats, and Trailers: No truck or vehicle exceeding one ton shall be stored or parked upon any parcel of real property. Boats and trailers may be parked and stored upon a parcel, but the same shall be kept in the garage or in an area located behind the dwelling which shall be screened from view of the public or private road to which the dwelling fronts.
13. Natural Gas Meters: Natural gas meters shall be located on the side of the dwelling and shall be set back at least five (5) feet from the front corner of the side of the dwelling on which it is located and shall be located within five (5) feet of the side wall of the dwelling.
14. Utilities: All utilities to dwelling and detached buildings shall be underground.
15. Trash and Garbage: No burning of any trash and no accumulation or storage of litter, lumber, scrap metal, refuse, bulk materials, waste, new or used building material, except during construction, or trash of any other kind shall be permitted on any lot. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerators shall be kept or maintained upon any lot. Garbage, trash and other refuse shall be placed in covered containers.
16. Leasing: A part or portion of a lot or dwelling "as distinguished from the entire lot or dwelling" shall not be leased for any period. Any owner of any lot or dwelling who shall lease such a lot or dwelling shall receive approval from the Longleaf Acres Property Owners' Association Architectural committee in writing. Requests for Lease approval may be submitted to any member of the Architectural committee or an officer of the Board of Directors. All such leases shall be in writing. Any such lease shall contain a provision for the rights of the tenant to use and occupy the premises which are subject and subordinate in all respects to the provision of this Longleaf Acres Property Owners' Association. Any such lease shall further provide that any failure by the tenant to comply with any or the same shall be a default under the lease.
17. Reconstruction After Fire or Casualty Loss: In the event any dwelling is partially or completely destroyed by fire or other casualty, and in the absence of direction by the Longleaf Acres Property Owners' Association Board of Directors, the owner of such dwelling shall promptly clear the lot or restore or reconstruct such dwelling at his own expense, in accordance with the original plans and specifications or as may be approved by the Longleaf Acres Property Owners' Association Board of Directors at the request of such owner.
18. Completion of Construction: Construction must be completed within one year of start of construction.

19. Unsightly Conditions and Nuisances: It shall be the responsibility of each property owner and tenants thereof to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on the property which shall tend to substantially decrease the beauty of the community as a whole or as a specific area. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the property. Nor shall any nuisance or odors be permitted to operate upon or arise from the property so as to render any position thereof unsanitary, unsightly offensive or detrimental to persons using or occupying any other portions of the property. Nocuous or offensive activities shall not be carried on in any lot dwelling or any part of the common areas.
20. Commercial Business: It is the intent that no commercial business shall be operated or conducted on any parcel depicted in the attached *Exhibit A*.
21. Television Receivers: A satellite dish for televisions less than three (3) feet in diameter can be attached to the side, back or on the back/side of the roof (not the front) of the property owner's house. Without limiting the generality hereof, this provision is specifically intended to prohibit the installation of any shortwave or any other transmitting devices which interfere with television or other electronic receptions of the neighbors.
22. Animals: No animals, livestock, or poultry of any kind shall be raised, bred, kept, staked or pastured on any parcel. Dogs, cats, bird or other household pets may be kept on the parcel. All such household pets shall be restrained by fence or by leash and shall not be allowed to roam unattended.
23. Trees: None of the wooded lots shall be clear cut. The Owner may cut all trees in the areas to be occupied by the dwelling, the driveway, any patios and within ten (10) feet of such area. As to the remainder of the parcel area, the owner shall make reasonable efforts to preserve the trees. For purposes of this paragraph any wood plant other than dogwoods more than six (6) inches in diameter at six (6) inches above the ground shall be considered a tree and any dogwood more than one (1) inch in diameter at six (6) inches above the ground shall be considered a tree. This provision shall not be construed to prohibit the cutting of diseased, irregularly shaped or other trees patently inconvenient for the residential use of the property including, but limited to, trees affecting swimming pools and other family recreational facilities.
24. Landscaping: The owner of each lot shall landscape and maintain all that part of his lot which is visible from the road in an attractive well-kept manner.
25. All-Terrain Vehicles: All-terrain vehicles are not allowed off paved areas.
26. Fees/Fines/Charges: Each property owner, with the sole exception of the Declarant, shall be responsible for the payment of annual fees. Annual fees are due and payable

on or before March 1st of each and every year. The fees shall be used for the purpose of promoting the health, safety and welfare of the property owners, and including, but not limited to, the care of the lake, the improvements, street lighting, and maintenance of entrances, green areas, and a club house if one is constructed. Liens may, at the discretion of the board of directors, be placed on property by the board of directors for not paying fees/dues. The board of directors can increase annual fees by as much as fifty (50) dollars per year. Fines and late fees may be levied by the board of directors for not paying due on time. Liens may be placed with lien amounts to include unpaid dues, fines, late charges, court costs and attorneys' fees.

27. Multiple Lots: Property owners with two (2) adjacent lots living on one (1) lot will be charged for one (1) dues assessment.
28. Use of Lake: All of the property owners of any of the property hereinabove described shall have the right to exercise the privilege of using and fishing that certain lake better known as "Lynn's Lake" provided said property owner's association dues and fees are current.
29. Use of Playground/Park: All of the property owners of any of the property hereinabove described shall have the right to exercise the privilege of using the LAPOA Playground and Park provided said property owner's association dues and fees are current. The rules are posted at the playground and park.
30. Lake Water Level: The Declarant shall not be required to maintain the water level of the lake at any certain elevation or between any certain maximum and minimum elevation.] The Longleaf Acres Property Owners' Association Board of Directors or Declarant may lower the water level or drain the lake if such is prudent or necessary for the discharge of its responsibilities herein, for the installation maintenance, and repair of any street dock, pier, shoreline improvements, sewer, drain, pipe, wire and cable or any relative appurtenances or for any other purpose.
31. Sewer Service: In required areas, property owners will be required to utilize the sewer service provided by Longleaf Acres Utility Association.
32. Street Lights: The Longleaf Acres Property Owners' Association agrees to furnish street lights as it deems appropriate and necessary and shall be responsible for the payment of monthly charges by the utility company.
33. Security Cameras: The Longleaf Acres Property Owners' Association agrees to furnish security cameras as it deems appropriate and necessary and shall be responsible for the cost.

34. VariANCES: The Longleaf Property Owners' Association reserves the right to make minor changes and alterations in these restrictions and covenants and to waive minor violations of the same.
35. Enforcement: If the owner or claimant of any said lots shall violate or attempt to violate any of the conditions, restrictions, or covenants herein contained, then in such event any other person/persons, of Longleaf Property Owners' Association Board of Directors owning any other of said lots or portion thereof or interest therein may institute and prosecute any appropriate proceeding or proceedings at law or at equity for the purposes of enjoying any such violation or attempted violation of any of said conditions, restrictions or covenants. Fines and late fees may be levied by the board of directors for dues not paid on time and liens may be placed on properties. This includes court costs and attorney fees.
36. Term: These building restrictions and protective covenants shall run with the land and the title thereto and shall be binding on all the parties owning and/or claiming under of them by purchase, inheritance or otherwise for a period of thirty five (35) years commencing from the date which they are executed, and upon expiration of said thirty five (35) year period, the Covenants shall automatically be extended for additional successive terms of fifteen (15) years each, unless during the last year of such period, at least 60% of the then property owners shall record in the Chancery Clerk's office of Forrest County Mississippi, an instrument indicating their desire to terminate such restrictive covenants.
37. Bylaws: The Bylaws adopted by the Longleaf Property Owners' Association are attached hereto, *Exhibit B* and made a part hereof. The terms, conditions and provisions contained within the said Bylaws and incorporated herein and shall be a restriction enforceable in the manner provided herein.
38. Amendments, Voting, Rights, and Termination: These building restrictions and protective covenants may be amended from time to time by a written document signed, acknowledged and recorded which reflects the affirmative vote in favor of the amendment by sixty percent (60%) of the eligible votes. For the purposes of this provision, each parcel as depicted in the Exhibits shall be entitled to one (1) vote, (including the parcels owned by the Declarant) and in the event that any owner shall hold title to a part of a parcel, then the vote belonging to that parcel shall be prorated between the owners based on the front footage owned by each. The building restrictions and protective covenants may be terminated and removed from the land at any time hereafter by a written document signed, acknowledged and recorded which reflects the affirmative vote of seventy-five (75%) of the eligible votes.
39. Severable: If one or more of the conditions, restrictions, or covenants herein contained shall be held by any court of competent jurisdiction to be invalid for any reason, then

any such holding shall not affect the validity and effectiveness of the other conditions, restrictions and covenants herein contained.

WITNESS THE SIGNATURES of the undersigned on this the 20th day of October, 2021.

THE CARTIDGE FAMILY PARTNERS, L.P.

Andrew Lynn Cartlidge
ANDREW LYNN CARTLIDGE

Angela Denise Cartlidge
ANGELA DENISE CARTLIDGE

Susan Cartlidge Hoda
SUSAN CARTLIDGE HODA

STATE OF MISSISSIPPI

COUNTY OF FORREST

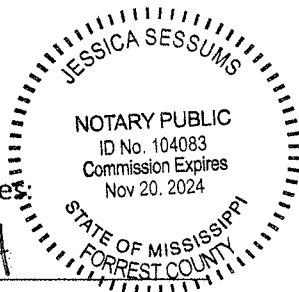
PERSONALLY appeared before me the undersigned authority in and for said county and state on this the 20th day of October, 2021, within my jurisdiction the within named ANDREW LYNN CARTLIDGE, ANGELA DENISE CARTLIDGE and SUSAN CARTLIDGE HODA, as General Partners of The Cartlidge Family Partners, L.P., who acknowledged that they executed and delivered the above and foregoing instrument being duly authorized to so act.

Given under my hand and official seal, this the 20th day of October, 2021.

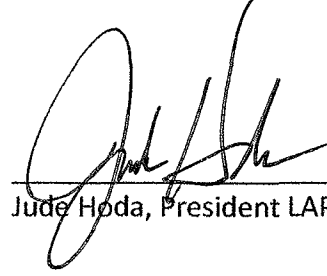
Jessica Sessums
NOTARY

My Commission Expires:

11-20-24



WITNESS THE SIGNATURE of the undersigned on this the 20th day of October, 2021.



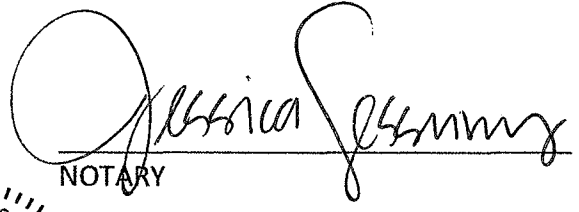
Jude Hoda, President LAPOA

STATE OF MISSISSIPPI

COUNTY OF FORREST

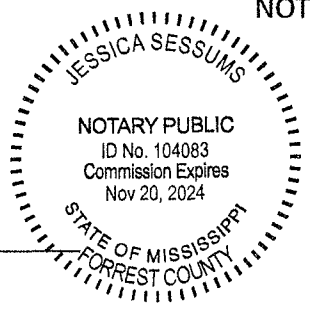
PERSONALLY appeared before me the undersigned authority in and for said county and state on this the 20th day of October, 2021, within my jurisdiction the within named JUDE HODA, as President of the Longleaf Acres Property Owners' Association, who acknowledged that they executed and delivered the above and foregoing instrument being duly authorized to so act.

Given under my hand and official seal, this the 20th day of October, 2021.



NOTARY

My Commission Expires:
11-20-24



BYLAWS OF LONGLEAF ACRES PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

Meeting of Shareholders

1. Annual Meeting. The annual meeting of the members of the Association, for the election of directors and for such other business as may properly come before such meeting, shall be held in Forrest County, Mississippi at 7:p.m. on the 3rd Tuesday of April of each year commencing with the year 1999, unless a legal holiday, in which event such meeting shall be held on the first day thereafter not a legal holiday. The notice of the meeting shall be in writing and signed by the President or a Vice President or the Secretary or an Assistant Secretary. Such notice shall state the purpose or purposes for which the meeting is called and the time when and the place within the state where it is to be held and a copy thereof shall be served, either personally or by mail, upon each shareholder of record entitled to vote at such meeting, not less than ten nor more than 40 days before the meeting.

2. Special Meetings. Special meeting of the Association may be called at any time by the President or Secretary or by a majority of the Board of Directors, and shall also be the duty of the Secretary to call such a meeting whenever requested in writing so to do by one quarter of the members of record. A notice of each special meeting, stating the time, place and purpose thereof and the officer or the person or persons by whom the meeting is called, shall be served, either personally or by mail, on each members at least ten days before such meeting. No business other than stated in the notice shall be transacted at any special meeting unless all of the members of the Association are present thereat in person or by proxy.

3. Waiver of Mailing of Notice. Members of the association may waive their right to receive notifications of annual and or special meetings. This waiver shall be submitted in writing to the Secretary of the Corporation and filed there in. The notice provided for in the two foregoing sections is not indispensable, but any members' meeting whatever shall be valid for all purposes if a quorum is present as provided in the next succeeding section and notice of the time, place and purpose of such meeting has been communicated in accordance with the two proceeding sections and the written requests showing that all notifications not sent were duly waived are accounted for. Any notice to be served upon members by mail shall be directed to the member at his address on the books of the Corporation unless the members shall have filed with the Secretary of the Corporation a written request that notices intended for him be mailed to some other address, in which case it shall be mailed to the address designated in such request.

4. Quorum. At annual meetings the members in order to constitute a quorum and to permit the transaction of any business, except to adjourn a meeting, there shall be a majority of returned proxy ballots and of those in attendance at meeting. Also 16 voting members must to be present.

At all special meetings the members in order to constitute a quorum and to permit the transaction of any business, except to adjourn a meeting, there shall be present, either in person or proxy, holders of record of a majority of votes of the members of the Association.

5. Voting. Each parcel/lot shall be entitled to one (1) vote, (including the parcels owned by Declarant) and in the event that any owner shall hold title to a part of a parcel, then the vote belonging to that parcel shall be prorated between the owners based on the front footage owned by each. The vote can be in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary at or previous to the time of the meeting. All voting shall be viva voice, except that any qualified voter may demand a ballot vote, in which case the voting shall be by ballot, and each ballot shall state the name of the member voting and the name of the proxy, if such ballot is cast by proxy.

6. Inspectors of Election. Inspectors of election shall not be required to be appointed at any meeting of members unless requested by a member present (in person or by proxy) and entitled to vote at such meeting and upon the making of such request inspectors shall be appointed by board of Directories.

7. Order of Business. The regular order of business for the annual meeting of shareholders, and for each special meeting to the extent such order is applicable, shall be as follows:

- a) Roll call.
- b) Presentation of notice of the meeting and proof of service or waiver of notice.
- c) Reading of minutes of preceding members' meeting.
- d) Reports of officers.
- e) Report of committees.
- f) Appointment or election of inspectors of election, if requested.
- g) Elections of directors for ensuing year.
- h) Miscellaneous business.

ARTICLE II

Directors

1. **Election and term.** Directors shall be elected at the annual meeting of members, or at a special meeting called for that purpose as provided by law, by a plurality of the votes cast at such election. Directors shall serve until the date herein fixed for the next annual meeting of members and until the election of their respective successors. Directors must be members of the Association. In the event the election results in one or more open Board of Directors seats left unfilled due to a tie in the number of votes, the new Board members elected by clear plurality shall immediately vote in a runoff election between the only the candidates associated in the tie.

2. **Vacancies.** Vacancies in the Board of Directors resulting from death, resignation, or removal may be filled without notice to any of the members by a vote of a majority of the remaining directors present at the meeting at which such election is held even though no quorum is present, which may be at any regular meeting of the Board of Directors or any special meeting thereof called for such purpose. Vacancies in the Board of Directors resulting from an increase in the size of the Board of Directors shall be filled in the manner provided in the resolution increasing the size of the Board of Directors. If all the directors die or resign, any member may call a special meeting of the members as provided herein and directors for the unexpired term may be elected at such special meeting in the manner provided for their election at annual meetings. If any director, by ceasing to be a resident of the State of Mississippi reduces the number of such residents remaining on the Board to less than one, he shall be deemed to have resigned and his place shall be vacant.

3. **Removal.** Any director may be removed from office without cause by the members of the Association at a meeting duly called for that purpose.

4. **Meetings.** The Board of Directors shall hold annual meeting immediately after the annual meeting of members without notice and shall hold a regular monthly meeting and shall hold any special meetings whenever called together by the President or a Vice President, or, after written request of any two directors then holding office, by other officer, upon two days' written notice to each director served in person or by mailing the same to him at the last address furnished by him to the Association. Any meeting of the board at which all the directors are present, or of which notice has been duly waived by all absentees, shall be valid for all purpose provided a quorum is present. A majority of the directors shall constitute a quorum. Meetings of the Board shall be held at such within the Forrest County, Mississippi as is specified in the notice calling the meetings. At meetings of the Board, each director shall be entitled to one vote.

2. President and Vice President. The President shall preside at meetings of members and the Board of Directors. He shall, subject to the control of the Board, have general management of the affairs of the Association and shall perform all the duties incidental to his office or prescribed for him by these Bylaws or by the Board and shall make and sign in the name of the Association all contracts, leases, and other instruments which are authorized from time to time by the Board. In the absence or inability of the President, any Vice President shall have the power and perform the duties of the President.

3. Secretary. The Secretary shall keep and record, in proper books provided for the purpose, the minutes of meeting of the Board of Directors and of the members and he shall keep such other records as the Board shall require. He shall attend to the giving and serving of notices of the Association, he shall have custody of the corporate seal, and shall affix the same to written instruments required by laws or by these Bylaws or authorized by the Board. He shall also perform all other duties incidental to his office. He shall keep a book to be known as the members' book, containing the names, alphabetically arranged, of all persons who are members of the Association, showing their places of residence, the time they respectively became the members thereof, and such book shall be open monthly, during at least three business hours, for inspection by any person who shall have been a member of record for at least six months immediately preceding his demand.

4. Treasurer. The Treasurer shall, subject to the control of the Board, have the care and custody of and responsible for all funds of the Association and shall keep the same in its name in such banks, trust companies, or safe deposit companies as the Board shall designate, and shall perform all other duties incidental to his office, or prescribed for him by these Bylaws or by the Board. Within a reasonable time after the close of each year ending December 31st, the Treasurer shall furnish at the annual meeting and by written request by a member of the association a statement of the income, expenses and paid-in surplus of the Association during each year. Only two (2) written requests by a member will be provide per year. In the absence or inability of the Treasurer, the Assistant Treasurer shall have all the powers and perform all of the duties of the Treasurer.

5. Salaries. No salary or other compensation for services shall be paid to any director or officer of the Association for services rendered as such director or officer unless and until the same shall have been authorized in writing or by affirmative vote, taken at a duly held member' meeting, by the record holder of a majority of quorum.

ARTICLE IV

Seal

The seal of the Corporation shall be in the form of a circle and shall bear the name of the Corporation, the year of its incorporation, and the words "Corporate Seal, Mississippi."

5. Annual Budget. The Board of Directors shall determine the cash requirements as defined herein needed annually by the Association. The Board of Directors shall have discretionary power to prescribe the manner of maintaining and operating the property of the Association and any other premises acquired by the Association by purpose or otherwise, and to determine the foregoing cash requirements. Every such determination by the Board shall be final and conclusive as to all members and any expenditure made by the Association's officers or agents under the direction or with the approval of the Board shall, as against such members, be deemed necessarily and properly made for such purposes. The operating year of the Association shall be calendar year.

6. Rules. The Board of Directors shall have the power to make and changes the rules applicable to the property of the Association whenever the Board deems it advisable so to do. All rules shall be binding upon the members.

7. Executive Committee. The Board of Directors may by resolution appoint an executive committee to consist of three or more Directors of the Corporation. Such committee shall have an may exercise all of the powers of the Board in the management of the business and affairs of the Association during the intervals between the meetings of the Board, so far as may be permitted by law, except that the executive committee shall not have power to determine the cash requirements of the Association.

8. Number of Directors. A maximum number of Board of Directors will be eleven (11). The minimum number of directors will be three (3).

9. Board of Director Requirements. All members of the Board of Directors must be current with their dues and in compliance with the association By-Laws and Building Restrictions and Protective Covenants. If a Board member becomes delinquent in dues or out of compliance by three (3) month, he/she will be replaced.

ARTICLE III

Officers

1. Election and Removal. The Board of Directors at its first meeting and at each annual meeting shall elect by a majority vote, a President and one or more Vice Presidents, a Secretary, and a Treasurer, and may also at any time appoint one or more Assistant Secretaries or Assistant Treasurers and accord to such assistant officers such powers as the Board deems proper. Any person otherwise qualified may hold any two offices. Each of the officers shall serve until the next annual meeting of the Board and until the election or appointment of his respective successor; but any officer may be removed from office at any time, and a successor chose, at the pleasure of the Board, upon affirmative vote at any meeting, by a majority of the then total authorized number of directors. Officers do not have to be a member of the board but have to be a member of the property owner association.

ARTICLE V

Checks, Notes, Etc.

1. **Signatures on Checks.** Checks drawn against the Association's deposit accounts with banks or trust companies shall be signed by such officer or officers, or employee or employees of the Board of Directors may from time to time prescribe. Two (2) signatures required for each check.
2. **Signatures on Notes and Bonds.** Promissory notes and bonds of the Association shall be signed by any two officers, who from time to time, shall be designated by the Board of Directors for that purpose.

ARTICLE VI

Amendments

These Bylaws may be amended at any members' meeting provided that the proposed amended has been inserted in the notice of the meeting or that all of the members are present in person or by proxy. These Bylaws may also be amended at any directors' meeting provided that the proposed amendment has been inserted in the notice of the meeting and provided at least two-thirds of the then authorized total number of directors shall be present at such meeting; but any Bylaw adopted by the Board of Directors may any time be rescinded, or amended by the members.

ARTICLE VII

Fees/Dues/Fines

1. **Amount.** Each property owner, with the sole exception of the Declarant, shall be responsible for the payment of fees. The Board, in its discretion, may determine the amount of fees, provided that any proposed change shall be inserted in the notice of meeting and at least two-thirds of the then authorized total number of directors shall be present at such meeting. Any change in the amount of fees adopted by the Board may any time be rescinded or amended by the members.
2. **Late Fees.** Any dues not paid by May 1st will incur late fees of ten dollars (\$10.00) per month until dues, fees and fines are current.
3. **Fines.** Any property owner violating the By-Laws or Covenants will be given written notice of violation(s) and amount of fees that will be assessed. If the violation has not been corrected in thirty (30) days, the Board will assess fees from ten dollars (\$10.00) to one hundred and fifty dollars (\$150.00) per month per violation until property owner is in compliance.

4. Liens. Liens will be placed upon property when dues and late fees become delinquent by five hundred dollars (\$500.00) and property owner will be responsible for all costs including dues, late fees, fines and collection fees. Collection fees will include attorney's fees, filing fees, service notices, court costs and any other fees involved in collection of the dues, fines, and late fees.

5. Adjacent Subdivisions. Property owners in adjacent subdivision are allowed to become associate members by paying fees per year, as determined by the Board, for fishing privileges only with no voting powers. Those subdivisions are South Fork, North Fork, and Marshal Place.

ARTICLE VIII

Indemnification of Officers, Directors, Employees, and Agents

1. Defense of Claims. Except as limited by paragraph (7) below, the corporation shall have power to indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that he or she is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the corporation or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

2. Prosecution of Claims. The corporation shall have power to indemnify any person who was or is a party to any proceeding by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made under this paragraph in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such

person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

3. Indemnification of Expenses of Proceeding. Except as limited by paragraph (7) below, to the extent that a director, officer, employee, or agent of the corporation has been successful on the merits or otherwise in any proceeding referred to in paragraph (1) or paragraph (2), or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith, including (without limitation) attorneys' fees.

4. Procedure. Any indemnification under paragraph (1) or paragraph (2), unless pursuant to a determination by a court, shall be made by the corporation only as authorized in the specific case upon a determination made in the following manner:

- a) By the board of directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
- b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the board of directors (in which directors who are parties may participate) consisting solely of two or more directors not at the time parties to the proceeding;
- c) By independent legal counsel:
 1. Selected by the board of directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or
 2. If a quorum of the directors cannot be obtained for paragraph (a) and the committee cannot be designated under paragraph (b), selected by majority vote of the full board of directors (in which directors who are parties may participate); or
- d) By the shareholders by a majority vote of a quorum consisting of shareholders who were not parties to such proceeding or, if no such quorum is obtainable, by a majority vote of shareholders who were not parties to such proceeding.

5. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph (4)(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

9. Unless the corporation's articles of incorporation provide otherwise, notwithstanding the failure of the corporation to provide indemnification, and despite any contrary determination of the board or of the shareholders in the specific case, a director, officer, employee, or agent of the corporation who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

- a) The director, officer, employee, or agent is entitled to mandatory indemnification under paragraph (3), in which case the court shall also order the corporation to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
- b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the corporation of its power pursuant to paragraph (7); or
- c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in paragraph (7).

10. For purposes of this section, the term "corporation" includes, in addition to Longleaf Acres Property Owners Association, Inc., any resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger, so that any person who is or was a director, officer, employee, or agent of a constituent corporation, or is or was serving at the request of a constituent corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, is in the same position under this section with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

11. For purposes of this section:

- a) The term "other enterprises" includes employee benefit plans;
- b) The term "expenses" includes counsel fees, including those for appeal;
- c) The term "liability" includes obligations to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to any employee benefit plan), and expenses actually and reasonably incurred with respect to a proceeding;

6. Expenses incurred by an officer or director in defending a civil or criminal proceeding shall be paid by the corporation in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification by the corporation pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the board of directors deems appropriate.

7. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the corporation may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;
- b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit;
- c) In the case of a director, a circumstance under which the liability provisions of Mississippi Statutes, are applicable; or
- d) Willful misconduct or a conscious disregard for the best interests of the corporation in a proceeding by or in the right of the corporation to procure a judgment in its favor or in a proceeding by or in the right of a shareholder.

8. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

- d) The term "proceeding" includes any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal;
- e) The term "agent" includes a volunteer;
- f) The term "serving at the request of the corporation" includes any service as a director, officer, employee, or agent of the corporation that imposes duties on such persons, including duties relating to an employee benefit plan and its participants or beneficiaries; and
- g) The term "not opposed to the best interest of the corporation" describes the actions of a person who acts in good faith and in a manner he or she reasonably believes to be in the best interests of the participants and beneficiaries of an employee benefit plan.

12. The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify the person against such liability under the provisions of this section.

13. The officers of the corporation, when duly authorized to enter into contracts or other commitments for or on behalf of the corporation, shall not as a result thereof have or incur any personal liability for such contract or commitment. However, the provisions of this paragraph (13) do not apply to any personal guarantee that an officer may enter into in regard to obligations of the corporation.

14. No director or officer of the corporation shall be liable to any person, business entity or other enterprise for any action taken pursuant to the by-laws of the corporation. The corporation shall indemnify to fullest extent permitted by the laws of the state(s) the corporation does business in, and any other applicable laws and these by-laws, any director, officer or former director, former officer of the corporation, or any person who may have served at its request, as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against expenses actually, including reasonable and necessary attorney fees, and necessarily incurred by such person and any amount paid in satisfaction of judgments in connection with any action, suit or proceeding, whether civil or criminal in nature, in which such person is made a party by reason of being or having been a director or officer (whether or not a director, officer, agent, employee, or shareholder at the time such costs, or expenses are incurred by or imposed upon such person) except where such person shall be adjudged in such action, suit or proceeding, to be liable for willful misconduct in performance of such person's duty. The corporation shall also reimburse to any director or

officer the reasonable cost of settlement of any such action suit or proceeding as long as the director or officer making the settlement was not guilty of willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such director, officer or agent may be entitled by law, by-laws, agreement, vote of shareholders, or otherwise.

15. The corporation shall assume on behalf of such director, officer, or agent and conduct with due diligence and in good faith and at the corporation's expense, the expense of any suit against such director, officer, or agent, whether or not the corporation is named as a party to the suit, seeking recovery for any claim covered by the indemnity set forth in the foregoing Section 2, and even if such suit is groundless, false, or fraudulent.

ARTICLE IX

Approval

These By-Laws was approved by the Longleaf Acres Property Owners Association Board of Directors on 15 day of FEBRUARY, year 2010

Jude Hoda (President) (Board Member)

Jude Hoda

William Took^(WD) (Vice President)

William Took

Les Burcaw (Secretary) (Board Member)

Les Burcaw

Troy Creel (Treasurer) (Board Member)

Troy Creel

James Pearce (Board Member)

James Pearce

Anthony Lee (Board Member)

Anthony Lee

Gerald Lester (Board Member)

Gerald Lester

Billy McWilliams (Board Member)

Billy McWilliams

Sharon Hurley (Board Member)

Sharon Hurley

Stephen Pope (Board Member)

Stephen V. Pope

Thomas Hesselgrave (Board Member)

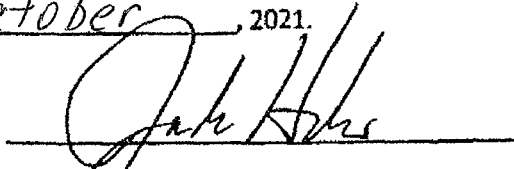
Thomas Hesselgrave

Maritta Mullet (Board Member)

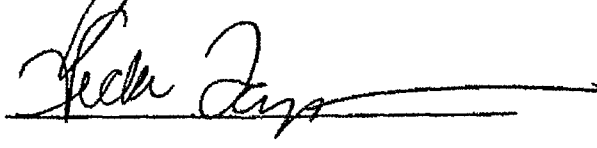
Maritta E. Mullet

These By-laws were approved by the Longleaf Acres Property Owners' Association Board of Directors on the 20th day of October, 2021.

Jude Hoda, President



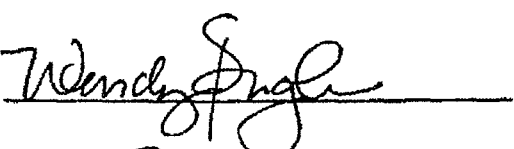
Vicki Taylor Vice-President



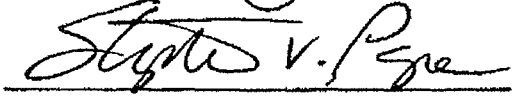
Jamie Bullock, Treasurer



Wendy Pugh, Secretary



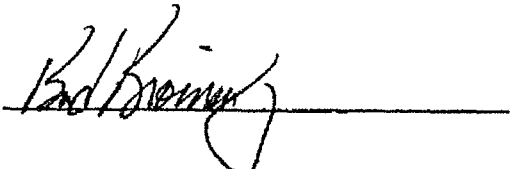
Stephen Pope, Board Member



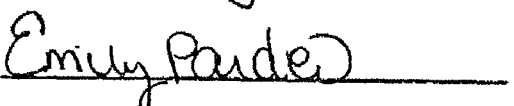
Harry Crumpler, Board Member



Bud Browning, Board Member



Emily Parden, Board Member



Ben Bullock, Board Member



Steven Parker, Board Member

