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STATE OF MISSISSIPPI
LAFAYETTE COUNTY

2018 JUL 26 PM 4:03

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Instrument 2018 - 6083
Filed/Recorded 7/26/2018 04:02 P
8 Pages Recorded
Lafayette County, Mississippi

This instrument prepared by:

Matthew M. Moore, PLLC

Mississippi State Bar No. 100779
P. O. Box 913, 1130 North Lamar
Oxford, Mississippi 38655
(662) 234-1667

Grantor/Grantee:
Oakmont Oxford, LLC
P.O. Box 2038
Oxford, MS 38655
(662) 816-2700

INDEXING INSTRUCTIONS: Lot Nos. 86-107 of Oakmont Subdivision, Phase 5, being in the East Half (E 1/2) of Section 4, Township 8 South, Range 3 West, Lafayette County, Mississippi.

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

**AMENDMENT NO. 1 TO THE DECLARATION
OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR
THE OAKMONT SUBDIVISION, PHASE 1**

This Amendment No. 1 to the Declaration of Covenants, Conditions, Easements and Restrictions for the Oakmont Subdivision, Phase 1, (the "Amendment") is made by **OAKMONT OXFORD, LLC**, a Mississippi limited liability company ("Declarant").

W I T N E S S E T H :

WHEREAS, on November 15th, 2017, the Declarant adopted and established that certain Declaration of Covenants, Conditions, Easements and Restrictions for the Oakmont Subdivision Phase 1, (the "Declaration") said declaration being found among the land records of Lafayette County, Mississippi as Instrument Number 2017-10032, as of November 21st, 2017 at 8:47 A.M.; and

WHEREAS, pursuant to Article XI, Section 11.5, of the Declaration, the Declaration may be amended at any time by an instrument signed by the Declarant.

NOW THEREFORE, in consideration of the premises, the Declarant hereby makes the following Amendment No. 1 to the Declaration:

1) The Declarant hereby amends the Declaration to establish and adopt the expressed conditions, covenants, easements and restrictions of Oakmont Subdivision upon the following described real property and the Declaration and Exhibit "A" thereto is hereby amended to include Phase 5 of Oakmont Subdivision as well as the Detention Pond of the Subdivision which is to be equally shared with the Briarwood Subdivision as being a portion of the "Property" as set out in Article I, Section 1.22, as if said Phase 5 and said Detention Pond was originally included therein, said Phase 5 of Oakmont Subdivision being more particularly described as follows:

TRACT 1: Phase 5 of Oakmont Subdivision Description (Oakmont Subdivision, Phase 5): A tract of land being a fraction of the East Half (E 1/2) of Section 4, Township 8 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Commencing at a 1/2" rebar found marking the Northwest corner of lot 100 of Northpointe Subdivision, Phase III, said Lot shown on the Official Plat of Northpointe Subdivision, Phase III, on file in the Office of the Chancery Clerk of Lafayette County, Mississippi, in Plat Cabinet-B, Slide-120, said rebar also being near a barbed wire fence line; run thence N 40° 36' 45" W leaving said fence line for a distance of 310.02 feet to a 1/2" rebar set being the Point of Beginning of this description; run thence S 89° 53' 26" W for a distance of 554.05 feet to a 1/2" rebar set; run thence Due North for a distance of 298.18 feet to a 1/2" rebar set; run thence S 87° 11' 59" E for a distance of 90.55 feet to a 1/2" rebar set; run thence N 05° 45' 51" W for a distance of 188.97 feet to a 1/2" rebar set; run thence N 52° 45' 35" E for a distance of 117.26 feet to a 1/2" rebar set; run thence N 59° 00' 06" E for a distance of 190.03 feet to a 1/2" rebar set; run thence S 83° 11' 52" E for a distance of 275.52 feet to a 1/2" rebar set; run thence S 66° 49' 26" E for a distance of 142.92 feet to a 1/2" rebar set; run thence S 19° 29' 21" W for a distance of 101.91 feet to a 1/2" rebar set on the North right-of-way line of Sayward Lane; run thence along said right-of-way line S 66° 25' 53" E for a distance of 62.77 feet to a 1/2" rebar set; run thence S 23° 11' 21" W for a distance of 298.60 feet to a 1/2" rebar set; run thence S 13° 46' 18" W for a distance of 109.87 feet to a 1/2" rebar set; run thence S 03° 33' 27" E for a distance of 85.76 feet to the Point of Beginning of the herein described tract of land. Said tract contains 7.96 acres more or less.

"True" Geodetic Bearings were established from GPS Observation by Williams Engineering.

TRACT 2: Description of part of the Shady Creek Properties, LLC property recorded in Inst. No. 201612787 (Tract 1) and being located in a fraction of the Southwest and Southeast quarters of Section 4, Township 8 South, Range 3 West in Lafayette County, Mississippi:

Beginning at a set 1/2" rebar with plastic cap at a wood cross-tie post, said point being in a west line of said property recorded in Inst. No. 201612787 (Tract 1) and in the east line of the Ernest Clayton Harland and wife Bonnie Shields Harland property recorded in Book 347, Page 134, said point being North 11 degrees 51 minutes 58 seconds West, 9046.56 feet from an existing cotton picker spindle

accepted as the southeast corner of Section 9, Township 8 South, Range 3 West per Inst. No. 201612787 (Shady Creek Properties, LLC, Tract 1) and being on Mississippi East State Plane Coordinate System NAD83 (N-1789392.56, E-778376.10); thence across said property recorded in Inst. No. 201612787 (Tract 1) the following seventeen calls: South 88 degrees 12 minutes 51 seconds East, 214.15 feet to a point; South 88 degrees 25 minutes 50 seconds East, 706.77 feet to a point; South 87 degrees 40 minutes 39 seconds East, 26.76 feet to a set 1/2" rebar with plastic cap; South 23 degrees 35 minutes 09 seconds West, 282.63 feet to a set 1/2" rebar with plastic cap; North 66 degrees 24 minutes 51 seconds West, 62.80 feet to a set 1/2" rebar with plastic cap; North 19 degrees 53 minutes 09 seconds East, 100.92 feet to a set 1/2" rebar with plastic cap; North 66 degrees 25 minutes 38 seconds West, 73.57 feet to a set 1/2" rebar with plastic cap; North 82 degrees 48 minutes 04 seconds West, 275.52 to a set 1/2" rebar with plastic cap; South 59 degrees 25 minutes 31 seconds West, 189.98 feet to a set 1/2" rebar with plastic cap; South 53 degrees 09 minutes 23 seconds West, 117.26 feet to a set 1/2" rebar with plastic cap; South 05 degrees 22 minutes 03 seconds East, 121.70 feet to a point; North 90 degrees 00 minutes 00 seconds West, 65.45 feet to a point; North 13 degrees 08 minutes 22 seconds West, 131.12 feet to a point; North 89 degrees 45 minutes 31 seconds West, 87.04 feet to a point; South 46 degrees 29 minutes 10 seconds West, 89.40 feet to a point; along a non-tangent curve to the left with a radius of 75.00 feet, an arc length of 20.06 feet, a chord bearing of North 74 degrees 16 minutes 40 seconds East and a chord distance of 20.00 feet to a point; North 01 degrees 26 minutes 25 seconds East, 118.50 feet to a point a the north line of said property recorded in Inst. No. 201612787 (Tract 1) and in the south line of said property recorded in Book 347, Page 134; thence South 88 degrees 33 minutes 35 seconds East along a north line of said property recorded in Inst. No. 201612787 (Tract 1) and along the south line of said property recorded in Book 347, Page 134, 39.40 feet to a found 1 1/2" pipe; thence North 00 degrees 02 minutes 42 seconds West along a west line of said property recorded in Inst. No. 201612787 (Tract 1) and along the east line of said property recorded in Book 347, Page 134, 200.89 feet to the **POINT OF BEGINNING** and containing 3.98 acres of land.

All bearings are based on the Mississippi East State Plane Coordinate System NAD1983.

2) The Declarant hereby amends the title of said Declaration to be the **"THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE OAKMONT SUBDIVISION, PHASE 1 AND PHASE 5"** and further, any references contained within the Declaration to Oakmont Subdivision Phase 1 shall be amended to include both Phase 1 and Phase 5.

3) The Declarant hereby amends the name of the "Association" as defined in Article I, Section 1.5 and as referenced throughout the Declaration to be the "Oakmont Homeowner's Association of Oxford, Inc.".

4) The Declarant hereby amends Article III of the Declaration to include the following:

3.8 Detention Pond.

A. Declarant shall be responsible for continued maintenance of all common areas, including the Regional Detention Pond, until such a time the property is turned over to the Home Owners association, at that time the Home Owners Association shall assume responsibility and maintenance.

B. The Regional Detention Pond shall remain as private property, owned jointly as tenants in common by Oakmont Homeowners' Association of Oxford, Inc., and Briarwood Homeowners' Association, Inc. Ownership, maintenance, repair, and all liabilities associated with the Regional Detention Pond shall be shared equally between Oakmont Homeowners' Association of Oxford, Inc., and Briarwood Homeowners' Association, Inc., and their successors. The City of Oxford shall have no responsibility for maintenance, repair, or liabilities associated with the Regional Detention Pond. Declarant shall provide that obligations associated with the Regional Detention

Pond be transferred to all successors and assigns of property, and shall accept responsibility for informing such successors and assigns of said obligations. The Regional Detention Pond shall remain in place as approved and as-built certified in perpetuity and shall not be encroached upon for any reason or developed for any other use which would limit or cause to limit the use of the Regional Detention pond.

C. In the event that Oakmont Homeowners' Association of Oxford, Inc. is dissolved or ceases to function for any reason, the owners of all lots within all phases of the Oakmont subdivision shall be jointly responsible in equal shares for the ownership, maintenance, repair, and all liabilities associated with the Regional Detention Pond, to the same extent Oakmont Homeowners' Association of Oxford, Inc. was so responsible.

D. All Storm Drainage not located on Public ROW shall be owned and maintained by the Oakmont HOA.

E. The Detention Pond common area parcel's ad valorem tax value shall be assessed to each lot owner on a prorated basis as part of each lot owner's total assessment.

F. Owners of all lots within all phases of the Oakmont subdivision shall have an equal undivided one-half (1/2) interest of the common area of the Detention Pond as tenants in common and shall share equally in the maintenance, repair, and upkeep of both the common area and limited common element area.

G. A lot owner's interest in the common area may not be severed from the interest in the lot.

5) No provision of the Declaration is amended, altered, or modified, except as specifically set forth in this Amendment. The terms, conditions, and provisions of this Amendment shall supersede all other provisions of the Declaration, as amended from time to time. In the event a term(s), condition(s), and/or provision(s) of this Amendment is contrary to any other provision of the Declaration, as amended from time to time, the

terms, conditions and provisions of this Amendment shall control. All terms, conditions and provisions of the Declaration, as amended by this Amendment, are ratified and confirmed and remain in full force and effect.

WITNESS THE EXECUTION OF THIS AMENDMENT NO. 1 TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE OAKMONT SUBDIVISION, PHASE 1, on this the 26 day of July, 2018.

OAKMONT OXFORD, LLC
a Mississippi limited
liability company

By: [Signature]
JOHN W. MCCURDY, II
Member/Manager

STATE OF MISSISSIPPI

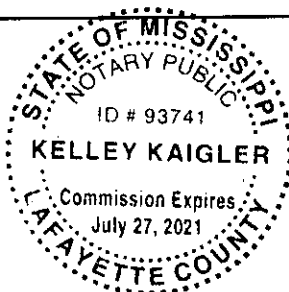
COUNTY OF LAFAYETTE

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named JOHN W. MCCURDY, II, as the Member and Manager of OAKMONT OXFORD, LLC, a Mississippi limited liability company, who acknowledged that he signed and delivered the above and foregoing AMENDMENT NO. 1 TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR OAKMONT SUBDIVISION, PHASE 1, for and on behalf of said limited liability company and as its act and deed on the day and year therein mentioned, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 26 day of July, 2018.

[Signature]
NOTARY PUBLIC

My Commission Expires:



CERTIFICATE OF CONSENT BY SECURED PARTY

WHEREAS, the **FIRST NATIONAL BANK OF CLARKSDALE**, being the holder of that certain recorded security interest in the real property hereinabove described, being that certain Deed of Trust filed in the official land records of Lafayette County, Mississippi, as Instrument Number 2018-3735 as of May 14th, 2018 at 10:39 A.M., hereby consents to and approves of the recordation of this Amendment No. 1 of the Declaration of Covenants, Conditions, Easements and Restrictions for the Oakmont Subdivision, Phase 1, and the addition of the property described therein to be subjected to the Declaration of Covenants, Conditions, Easements and Restrictions for the Oakmont Subdivision, Phase 1, and the undersigned acknowledges and agrees that any foreclosure or enforcement of any other remedy available to the undersigned under the aforementioned Deed of Trust shall not void or otherwise impair the validity of this Declaration.

EXECUTED on this the 26th day of July, 2018.

FIRST NATIONAL BANK OF CLARKSDALE

By: J. Marshall Fratesi
MARSHALL FRATESI
Vice President
(Title)

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **MARSHALL FRATESI** to me personally known to be the Vice President (Title) of **FIRST NATIONAL BANK OF CLARKSDALE**, who acknowledged that he signed and delivered the above and foregoing Certificate of Consent by Secured Party on behalf of, and as the act and deed of, said banking corporation on the day and year therein mentioned, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this, the 26th day of July, 2018.

Kelley Kaigler
NOTARY PUBLIC

My Commission Expires:

