

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND BY-LAWS FOR  
CAMELLIA GARDENS CONDOMINIUMS**

RECITALS

Wayne H. Bryant is the owner of a condominium project called CAMELLIA GARDENS CONDOMINIUMS, located at 401 Santa Anita, in the City of Starkville, County of Oktibbeha, State of Mississippi, which is described more particularly as follows:

Lot 1 of Block 22 of the City of Starkville, Mississippi as shown by the Michael Baker Official Map of the City of Starkville, County of Oktibbeha, State of Mississippi, containing 1.2 acres, more or less.

A plat of the CAMELLIA GARDENS CONDOMINIUMS, Starkville, Mississippi is on file and of record in the office of the Chancery Clerk of Oktibbeha County, on Slide 208-B, on May 25, 1999.

It is the desire and intention of the owner, Wayne H. Bryant, to subdivide that real property described above by means of deeds.

The following Declaration of Covenants, Conditions, and Restrictions and By-Laws related to CAMELLIA GARDENS CONDOMINIUMS, are made pursuant to section 89-9-17, Mississippi Code, in order to effectuate the desire of the owner to impose on the described real property mutual beneficial restrictions under a general plan or scheme of improvement for the benefit of each and all of the included units and of the common area and of the future owners of those units and that common area.

DECLARATION

The owner herein of the described real property, makes the following declaration as to divisions, covenants, restrictions, limitations, conditions, and uses to which the described real property and improvements, consisting of a eight (8) unit multifamily structures and appurtenances may be put, specifying that this declaration shall constitute covenants and equitable servitudes to run with the land and shall inure to and bind all owners of condominiums within the project, and all subsequent owners of all or any part of that real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns.

SECTION ONE  
DIVISION INTO SEPARATE FREEHOLD ESTATES

To establish a plan of condominium ownership for the described property and improvements, the owner herein covenants and agrees that he will divide the real property into separate freehold estates, each separately designated and legally described consisting of the spaces or areas contained within the perimeter walls of each of the eight (8) condominium units in the multifamily structure constructed on the property, the spaces being defined and referred to as "condominium units."

The incidents of any condominium unit grant which may be made by the owner hereof, or by his successors in title, includes all common areas and facilities, to wit: the multifamily

structure and the property on which it is located, and more specifically, but not limited to: the land, roof, main walls, bearing walls, columns, floors, foundations, slabs, staircases, lobbies, halls, parking spaces, storage spaces, community and commercial facilities, trees, pavement, balconies, pipes, wires, conduits, air conditioners, and ducts, and/or other public utility lines and installations, wherever located, except the outlets thereof when located within the unit.

In interpreting deeds and plans, the existing physical boundaries of a unit, or of a unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or in the deed and those of the building.

Each condominium owner shall have the exclusive right to paint, re-paint, tile, paper, or otherwise finish or refinish the interior surfaces of the walls, ceilings, floors, windows, and doors bounding his or her own unit.

## SECTION TWO COMMON AREAS AND FACILITIES

For the purposes of this declaration, the ownership of each condominium unit includes a non-exclusive easement of ingress, egress, support and parking throughout the common areas, and the areas are subject to such easement.

## SECTION THREE MANAGEMENT

The management body of this condominium project shall, as determined by the membership, be either an unincorporated association or a non-profit Mississippi corporation composed of condominium owners, with each unit having one vote. The said body shall be governed by the By-Laws attached hereto as "Exhibit A" to this Declaration and incorporated

herein in full by reference. In addition to those powers conferred on the management body by the By-Laws, the management body shall have all of those powers contained in section 89-9-17, Mississippi Code (1972).

The condominium owners' association shall have the power to make and collect assessments, and to lease, maintain, repair, and replace the common elements, as provided for in section 89-9-1, *et seq.*, Mississippi Code (1972), and in the By-Laws attached hereto.

A reasonable assessment may be made upon each condominium unit in this project, as provided by the attached By-Laws. Additionally, such assessment upon any condominium shall be a debt of the owner thereof at the time the assessment is made. Section 89-9-21, Mississippi Code (1972). Reference is here made to section 89-9-21, Mississippi Code (1972), for all rights and remedies concerning the lien of the debt of a condominium owner for the aforesaid reasonable assessment. Any such assessment made against each unit for common expenses and maintenance shall be proportional as to the number of units owned and shall be based upon the requirements for maintenance of the common areas, as otherwise provided herein, or in the By-Laws. However, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held on any condominium unit. The sale or transfer of any condominium unit shall not affect or discharge any accrued assessment lien or assessment lien. However, the sale or transfer of any lot pursuant to a power of sale foreclosure or any judicial foreclosure proceeding in lieu thereof as to said first mortgage shall extinguish the lien of such assessments as to the payments which become due prior to such sale or transfer. No sale of transfer shall relieve such condominium from liability for any assessments thereafter becoming due or from the lien thereof; and said obligation shall be the personal responsibility of the owner assessed with said respective condominium as of the date of said assessment regardless of said sale or transfer.

SECTION FOUR  
ASSESSMENT LIENS

All unpaid assessments for the share of the common expenses chargeable to any condominium unit shall constitute a lien on such condominium unit prior to all other liens except (1) tax liens on the condominium unit in favor of any assessing unit and special district, and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed by suit by the manager or President, acting for the owners of the condominium units, in like manner as a mortgagee of real property. In any such foreclosure, the condominium unit owner shall be required to pay a reasonable rental for the condominium unit, if so provided in the By-Laws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the rent. The manager or President, acting for the owners of the condominium units, shall have the power, unless otherwise prohibited, to bid in the unit at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the unit. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the unpaid expenses.

SECTION FIVE  
LIABILITY OF GRANTEE

In a voluntary conveyance of a condominium unit, the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for a share of the common expenses, up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee.

SECTION SIX

COVENANTS OF OWNERS

Each condominium unit owner, and his/her successors, heirs, and assigns, by this Declaration, and all future owners of the condominium units, by their acceptance of their deeds, agree as follows:

- a. The common areas and facilities shall remain undivided; no owner shall bring any action for partition, it being agreed that this restriction is necessary to preserve the rights of the owners in the operation and management of the condominium.
- b. Each condominium unit shall be occupied and used as a private dwelling and single family residential unit, for the use of the owner, the owner's family, tenants, and social guests, and for no other purpose.
- c. The unit owner shall not permit or suffer anything to be done or kept in his or her unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property.
- d. No trash, refuse, garbage, rubbish, or other materials shall be deposited on any of the common areas except in a container suitable for garbage pickup and placed in the garbage pick-up storage area. All garbage containers are to be kept inside the areas set aside for the respective condominium residences and deposited in the designated garbage storage areas for pick-up.
- e. The owner of each condominium unit shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding the

apartment space, nor shall such owner be deemed to own pipes, wires, conduits, or other public utility lines running through the condominium units and utilized for or serving more than one condominium unit, except as tenants in common with other condominium unit owners as provided in this document. Such owner, however, shall be deemed to own the walls and partitions that are contained within the condominium unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, and the like.

- f. There shall be no material alterations or substantial additions to the common elements, except that the same are authorized by the condominium owners' association and ratified by an affirmative vote of a majority of the unit owners. No unit owner shall block, hamper, or otherwise interfere with the common elements of the property to the operation thereof, including the parking areas provided as part of the common area.
- g. If any portion of the common areas and facilities encroaches on the condominium units, a valid easement exists for the encroachment and its maintenance, so long as it stands. If the condominium structure is partially or totally destroyed and then rebuilt, the owners of the condominium units agree that minor encroachments of parts of the common areas and facilities due to the construction shall be permitted and that a valid easement of the encroachment and its maintenance exists.
- h. No house trailers, campers, motor homes, boats or trailers of any type shall be permitted on the condominium property at any time. Each condominium owner shall be permitted to maintain 2 vehicles on the development. All additional parking

places in said development are for the use and benefit of all respective owners and their guests.

- i. An owner of a condominium unit shall automatically, on becoming the owner of a condominium unit or units, be a member of the condominium owners' association, referred to as "the association", and shall remain a member of the association until ownership ceases for any reason, at which time the membership in the association shall automatically cease.
- j. The administration of the condominium shall accord with the provisions of the Declaration and the By-Laws of the association, which are made a part and attached as Exhibit A.
- k. Each owner, tenant, or occupant of a condominium unit shall comply with the provision of this declaration, the By-Laws, decisions, and resolutions of the association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due, for damages, or for injunctive relief.
- l. No owner of a condominium unit may exempt such owner from liability for contribution to the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of the condominium unit.

#### SECTION SEVEN AMENDMENTS

This Declaration of Covenants, Conditions, and Restrictions may be amended at any regular or special meeting of the unit owners of this condominium, called in accordance with the



By-Laws attached hereto, by the affirmative vote of a majority of the unit owners. Such amendment shall be evidenced by a certificate executed with the formalities of a deed and shall include the recording date identifying this Declaration and said certificates shall be signed and acknowledged by any officer of the condominium owners' association responsible for the operation of this condominium. The certificate shall become effective upon its being recorded in the public land records of Oktibbeha County, Mississippi.

No amendment shall change any condominium unit nor its undivided share of the common elements, nor a condominium unit's proportionate rights pertinent to any unit, unless all the record owners thereof and all record owners of liens thereon shall join in the execution of the amendment, and provided further that said amendment shall be voted on, and evidenced and recorded in the same manner as to all other amendments to this declaration, except as provided herein.


#### SECTION EIGHT

If any provision of this Declaration of Covenants, Conditions, and Restrictions, or the By-Laws attached hereto, or the Mississippi Condominium Law, is held invalid, the validity of the remainder of this Declaration of Covenants, Conditions, and Restrictions, or of the By-Laws attached hereto, or of the Mississippi Condominium Law, shall not be affected thereby.

#### SECTION NINE DEFINITION OF TERMS

This Declaration of Covenants, Conditions, and Restrictions specifically adopts all definition of terms contained in section 89-9-5 Mississippi Code (1972).

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants,  
Conditions, and Restrictions on this, the 5<sup>th</sup> day of May, 1999.

  
WAYNE H. BRYANT

**BY-LAWS  
CAMELLIA GARDENS CONDOMINIUMS**

**ARTICLE ONE  
NAME**

The name of this association shall be "Camellia Gardens Condominium Owners' Association" [hereinafter "the Association"].

**ARTICLE TWO  
PURPOSE**

The purpose for which the association is formed is as follows: A condominium known as "Camellia Gardens Condominiums" has been constructed upon lands in the City of Starkville, State of Mississippi. The documents creating the condominium provide for the ownership, operation, management, maintenance and use of the units within the property together with certain other improvements. This association is being organized for the purpose of providing a convenient means of administering the condominium by its owners.

**ARTICLE THREE  
POWERS**

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers which are not in conflict with the terms of these By-Laws in addition to the powers conferred upon it by section 89-9-1, et seq., Mississippi Code (1972).
2. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including, but not limited to the following:

- a. To make and collect assessments against members to defray the costs of the condominium.
- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. To maintain, repair, replace and operate the condominium property, as the need arises, to include employment of workmen, janitors, and gardeners, and to purchase supplies and equipment therefore.
- d. To reconstruct the improvements after casualty and further improve the property.
- e. To make and amend regulations respecting the use of the property in the condominium.
- f. To enforce by legal means the provisions of the condominium documents, the Declaration of Covenants, Conditions, and Restrictions, the By-Laws of the Association and the regulations for the use of the property in the condominium.

3. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provision of the Declaration of Covenants, Conditions, and Restrictions which governs the use of the Property.

#### ARTICLE FOUR MEMBERS

Member and Voting Rights. Each condominium unit owner shall be a member of the CAMELLIA GARDENS CONDOMINIUM OWNERS' ASSOCIATION [the "Association"]. The membership in said association shall consist of all the unit owners. Regardless of the number of owners of the unit, each unit shall be entitled to one (1) vote for each unit owned. Should more than one person own an interest in one unit, the common owners shall designate one of their number to cast a vote or receive all notices and advisories relative to these By-Laws and the Declaration of Covenants, Conditions, and Restrictions.

Transfer of Membership. Membership in the Association may be transferred only as an incident to the transfer of title to a unit, and upon compliance with all the terms of the Declaration of Covenants, Conditions, and Restrictions, and these By-Laws, shall become effective in accordance with the foregoing upon the recordation of a deed of conveyance to the said unit. Upon receipt of written notice of a transfer of title to any unit by an Owner, the transferee shall be admitted into membership upon payment of the initiation fee, provided the transferor's account is fully current with the Association.

At any judicial sale of a unit, the Association may, with the authorization and approval of a majority of the unit owners, acquire a condominium parcel in the name of the association or its designee. The term "judicial" as used in this section shall include any foreclosure of any lien, including a lien for assessments.

Initiation Fee. A membership fee of \$100.00 per unit shall be charged at closing and paid prior to any unit owner becoming a member of the Association. Upon any resale of a unit (or transfer of title) a like initiation fee shall be assessed and collected as a transfer fee. There shall be no refund or proration of either fee to owners.

ARTICLE FIVE  
MEETINGS

Annual Meetings. The annual meeting of the Association shall be held on or about the 5<sup>th</sup> day of January of each year, beginning in 2000, and each and every year thereafter at such location and time as the President shall specify in writing to the unit owners registered as such as of the date notice is given, or at such other place as the President shall designate. Such notice of annual meeting shall be given at least ten (10), but no more than sixty (60) days prior to the meeting and shall be addressed to each owner's designated address. Notice of a meeting may be waived before or after meetings.

Special Meetings. A special meeting of the Association may be called at any time by the majority of the unit owners, or by the President, and shall be held at such place as is designated by the President. Such notice of special meeting shall be given at least five (5) days prior to the special meeting and shall be given in writing addressed to each owner's designated address. Notice of a meeting may be waived before or after meetings.

Quorum. A quorum at the Association meetings for the transaction of business at any regular or special meeting of the Association shall consist of at least five (5) unit owners.

*Changed by Amendment to 33% of unit owners.*

ARTICLE SIX  
OFFICERS

1. An officer of the Association may be a non-unit owner. However, at least one officer shall be either a unit owner or an authorized designated representative of the "owner" as provided in Section Four of these By-Laws. No unit owner or designated representative shall be eligible for election as an officer if he or she is more than thirty (30) days delinquent in the payment of

his or her assessment. Commencing with the election of officers elected at the first meeting of unit owners, a transfer of title of a unit by an officer who is an unit owner or designated agent of unit owner shall automatically operate as his or her resignation as an officer unless the owner retains an interest in other "units".

2. The executive officers of the Association shall be a President, a Treasurer, and a Clerk. All officers shall be elected annually by majority vote of the members and may be peremptorily removed by vote of the majority at any meeting. Any person may hold two or more offices except that the President shall not also be the Treasurer. The membership shall from time to time elect such other officers and designate their powers and duties as the membership shall find to be required to manage the affairs of the Association.

3. The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to preside at all meetings of the unit owners; to appoint committees from among the members from time to time, as the President may in his or her own discretion determine appropriate; and to assist in the conduct of the affairs of the Association. Either the President or the Treasurer may endorse for deposit or collection all checks, notes, etc., payable to the Association or its order and may accept drafts on behalf of the Association. Either the President or the Treasurer may borrow and pay out such money as may be necessary in the transaction of the Association's business and may sign all checks, drafts, bills of exchange, promissory notes and other documents required in such transactions.

4. The Clerk shall attend all meetings of the Association and keep the minutes of all proceedings. The Clerk shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. The Clerk shall keep the records of the Association,

except those of the Treasurer, and shall perform all other duties incident to the office of clerk of an association and as may be required by President. In the absence of the Clerk, a Clerk pro tempore shall be chosen to record the proceedings of any meeting.

5. The Treasurer shall have custody of all property of the Association, including funds and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the members and unit owners; shall keep the books of the Association in accordance with good accounting practices; shall keep full and accurate account of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated from time to time by the Association; and shall perform all other duties incident to the Office of Treasurer. Either the President or the Treasurer may endorse for deposit or collection of all checks, notes, etc., payable to the Association or its order and may accept drafts on behalf of the Association. Either the President or the Treasurer may borrow and pay out such money as may be necessary in the transaction of the Association's business and may sign all checks, promissory notes and other documents required in such transactions.

6. An officer may be removed from office upon the affirmative vote of a majority of the unit owners for any reason deemed by the unit owners to be detrimental to the best interest of the Association. In the event of any removal, resignation or vacancy in any of the offices, the members of the Association shall elect a person to serve as successor to the removed, resigned or vacant office who shall hold office for the balance of the unexpired term. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Association.



ARTICLE SEVEN  
FISCAL MANAGEMENT

Assessment Role. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

Budget. The Association shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

- a. Maintenance and operation of common elements.
- b. Utility services.
- c. Casualty insurance.
- d. Liability insurance.
- e. Administration.
- f. Proposed assessments against each member.

Depository. The depository of the Association shall be such bank or banks in Starkville, Mississippi, as shall be designated from time to time by a majority of the Association and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by the President or the Treasurer.

Determination of Assessment. The members of the Association shall fix and determine from time to time by majority vote the sum or sums necessary and adequate for the common expenses of the condominium property.

Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before the 1<sup>st</sup> day of March of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each unit owner concerned.

The original assessments shall be \$40.00 per month for each unit and shall be payable by automatic bank draft on the 1<sup>st</sup> business day of each month. Unsold and vacant units owned by Wayne H. Bryant shall not be subject to any monthly or special assessment.

Delinquent Assessments. In the event an assessment is not paid within thirty (30) days of the date it is due and payable, the Association may proceed to enforce and collect said assessment and interest at the rate of eight percent (8%) per annum against the unit owner owing the same in any manner provided for by the Mississippi Condominium Law.

#### ARTICLE EIGHT MAINTENANCE AND REPAIRS

Access. Any officer of the Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours that may be necessary for the inspection, maintenance, repair or replacement of any common element therein or accessible therefrom, or for making emergency repairs therein to prevent damage to the common elements, or to another unit or units.

Unit Owners. Every unit owner must perform promptly all maintenance and repair work within his own unit which, if omitted, would affect the condominium property and the condominium project in its entirety. If, in order to protect the condominium or other unit owners, the Association has to perform emergency repairs to a unit, the expenses incurred shall be surcharged to the unit owner and collected and paid at the next due date of the assessment; same to constitute an additional assessments to the owner.

#### ARTICLE NINE RULES AND REGULATIONS

The Association may, from time to time, adopt and amend administrative rules and regulations covering the details of the operation and use of the common elements of the condominium; however, no rules and regulations shall conflict with the Declaration of Covenants, Conditions, and Restrictions, these By-Laws, or the provisions of the Mississippi Condominium Law, and, in the event of any conflict between said rules and regulations and the foregoing, the latter shall prevail. The President of the Association, from time to time, shall post in a conspicuous place on the condominium property a copy of such rules and regulations as may be adopted from time to time.

#### ARTICLE TEN AMENDMENTS

Amendments to the By-Laws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendments is considered.

- 2. A resolution adopting a proposed amendment must receive approval of at least six (6) unit owners.
- 3. An amendment may be proposed by any member of the Association.
- 4. An amendment when adopted shall become effective only after being recorded in the Oktibbeha County land records.

Approved and declared as the By-Laws of CAMELLIA GARDENS CONDOMINIUMS.

*Wayne H. Bryant*  
 WAYNE H. BRYANT

STATE OF MISSISSIPPI  
COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for said county and state, WAYNE H. BRYANT, who acknowledged that he executed and delivered the foregoing documents on the day and date therein mentioned and for the purposes therein expressed, as his voluntary act and deed.

WITNESS my hand and official seal this the 5<sup>th</sup> day of May, 1999.

*Julie W. Brown*  
 Notary Public



My Commission Expires 0000  
 OKTIBBEHA COUNTY, MS  
 FILED FOR RECORD  
 BOOK 980

*Sarah Jeter*  
 Sarah Jeter

004900 PAGE 266-28599 MAY 25 11 2:18

INDEXING INSTRUCTIONS: Lot 1 of Block 22 of the City of Starkville, Oktibbeha County, Mississippi



FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND BY-LAWS FOR  
CAMELLIA GARDENS CONDOMINIUMS

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THAT CERTAIN DECLARATION, made the 5<sup>th</sup> day of May, 1999, by WAYNE H. BRYANT, which is recorded in the Office of the Clerk of the Chancery Court of Oktibbeha County, Mississippi, in Book 980, at Pages 266-285 is hereby amended as follows:

1. The *By-Laws of Camellia Gardens Condominiums*, Article Five, Meetings, Quorum, is hereby amended to state that a quorum at the association meetings for the transaction of business at any regular or special meeting of the Association shall consist of at least 33% of the unit owners.

2. The *By-Laws of Camellia Gardens Condominiums*, Article Six, Officers, Paragraph 1, is amended as follows: The first two sentences are hereby deleted and replaced with the following sentence:

1. Each officer shall be either a unit owner or an authorized designated representative of the "owner" as provided in Section Four of these By-Laws.

3. The *By-Laws of Camellia Gardens Condominiums*, Article Seven, Fiscal Management, Determination of Assessment: The amount of the original assessments is hereby amended to the amount of \$25.00 per month for each unit.

4. The *By-Laws of Camellia Gardens Condominiums*, Article Ten, Amendments, Paragraph 2, is hereby amended to state that a resolution adopting a proposed amendment must receive approval of at least 51% or more of the unit owners.

Pursuant to the provisions of Article Ten of the Declaration, the undersigned, being the original Declarant and the fee owner of all of units subject to this Declaration, hereby adopts and consents to the aforesaid amendments, such to be effective as of the 28<sup>th</sup> day of July, 1999.

IN WITNESS WHEREOF, the undersigned have executed or caused this Amendment to be executed as of the 28<sup>th</sup> day of July, 1999.

*Wayne H. Bryant*  
WAYNE H. BRYANT

STATE OF Mississippi  
COUNTY OF Oktibbeha

PERSONALLY appeared before me, the undersigned authority, in and for said County and State, in this 28<sup>th</sup> day of August, 1998, the within named WAYNE H. BRYANT, who acknowledged that he signed and delivered the foregoing instrument.

GIVEN under my hand and seal of office.

*Julie W. Brown*  
Notary Public

My Commission Expires:

Notary Public State of Mississippi At Large  
My Commission Expires August 22, 2000  
BOONER TRAIL SERVICE COMPANY, INC.



OKTIBBEHA COUNTY, MS  
FILED FOR RECORD  
BOOK 982 PAGE 405-406  
007251

*Tricia A. Banks*  
CHANCERY CLERK  
BY *Willie McKey*, S.C.  
99 JUL 28 PM 2:11

2013 3475  
Recorded in the Above  
Deed Book & Page  
06-28-2013 01:37:56 PM  
Monica W. Banks  
Oktibbeha County, MS

**SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND BY-LAWS FOR  
CAMELLIA GARDENS CONDOMINIUMS**

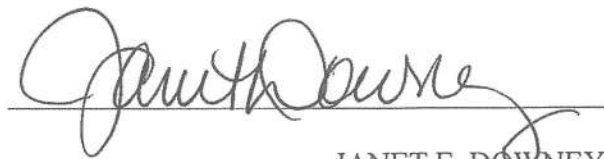
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THAT CERTAIN DECLARATION, made the 28<sup>th</sup> day of June, 2013, by JANET E. DOWNEY, which is recorded in the Office of the Chancery Court of Oktibbeha County, Mississippi, in Book 980, at Pages 266-285, and in Book 982, at Pages 405-406, is hereby amended as follows:

1. The *By-Laws of Camellia Gardens Condominiums*, Article Seven, Fiscal Management, Determination of Assessment: The amount of the original assessments and first amended assessments is hereby amended to the amount of \$45.00 per month for each unit.
2. The *By-Laws of Camellia Gardens Condominiums*, Article Four, Members, Initiation Fee: The amount of the original fee is hereby amended to the amount of \$250.00 per unit.

Pursuant to the provisions for Article Ten of the Declaration, the undersigned, being The Clerk of the Association to this Declaration, hereby adopts and consents to the aforesaid amendments, such to be effective as of the 28<sup>th</sup> day of June, 2013.

IN WITNESS WHEREOF, the undersigned have executed or caused this Amendment to be executed as of the 28 day of June, 2013.



JANET E. DOWNEY

Page 2  
SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND BY-LAWS FOR CAMELLIA GARDENS CONDOMINIUMS


STATE OF Mississippi  
COUNTY OF Oktibbeha

2013 3476  
Recorded in the Above  
Deed Book & Page  
06-20-2013 01:37:56 PM  
Monica W. Banks  
Oktibbeha County, MS

PERSONALLY appeared before me, the undersigned authority, in and for said County and State, in this 20th day of June, 2013, the within named JANET E. DOWNEY, who acknowledged that she signed and delivered the foregoing instrument.

GIVEN under my hand and seal of office.

*Monica W. Banks, Clerk*  
*By: Sheila Dess, DC*  
Notary Public



My Commission Expires

MY COMMISSION EXPIRES JAN. 2016

Indexing Instruction  
Lot 1 Block 22 Starkville



Oktibbeha County, MS  
I certify this instrument was filed on  
06-20-2013 01:37:56 PM  
and recorded in Deed Book  
2013 at pages 3475 - 3476  
Monica W. Banks



**THIRD AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND BY-LAWS FOR  
CAMELLIA GARDENS CONDOMINIUMS**

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THAT CERTAIN DECLARATION, made the 29<sup>th</sup> day of October, 2018, by SHARON PATRICK, which is recorded in the Office of the Chancery Court of Oktibbeha County, Mississippi, in Book 980, at Pages 266-285, and Book 982, at Pages 405-406, and Book 2013, at page 3475, is hereby amended as follows:

1. *The By-Laws of Camellia Gardens Condominiums*, Article Four, Members, Member and Voting Rights, Paragraph 1, is amended to state that owners may vote via email on any matters concerning their unit(s), which require a vote.

Pursuant to the provision for Article Ten of the Declaration, the undersigned, being The Clerk of the Association to this Declaration, hereby adopts and consents to the aforesaid amendments, such to be effective as of the 29<sup>th</sup> day of October, 2018.

IN WITNESS WHEREOF, the undersigned have executed or caused this Amendment to be executed as of the 29<sup>th</sup> day of October, 2018.



SHARON PATRICK

THIRD AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND BY-LAWS FOR CAMELLIA GARDENS CONDIMINIUMS

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

PERSONALLY appeared before me, the undersigned authority, in and for said County and State, in this 29<sup>th</sup> day of October, 2018, the within named SHARON PATRICK, who acknowledged that she signed and delivered the forgoing instrument.

GIVEN under my hand and seal of office.



*Stefanie W. Haskins*

Stefanie W. Haskins

Notary Public

My Commission Expires

August 6, 2021



Oktibbeha County, MS  
I certify this instrument was filed  
on 11/16/2018 10:08:15 AM  
and recorded in the  
Deed  
Book 2018 Page 21413 - 21414  
Sharon Livingston, Chancery Clerk

**FOURTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND BY-LAWS FOR  
CAMELLIA GARDENS CONDOMINIUMS**

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THAT CERTAIN DECLARATION, made the 30th day of June, 2021, by GAIL PIGOTT, which is recorded in the Office of the Chancery Court of Oktibbeha County, Mississippi, in Book 980, at Pages 266-285, and Book 982, at Pages 405-406, and Book 2013, at pages 3475-3476, and Book 2018, at Page 21413-21414, is hereby amended as follows:

1: *The By-Laws of Camellia Gardens Condominiums*, Article Seven, Fiscal Management, Determination of Assessment: The amount of the original assessments is hereby amended to the amount of \$67 per month for each unit.

Pursuant to the provision for Article Ten of the Declaration, the undersigned, being The Treasurer of the Association to this Declaration, hereby adopts and consents to the aforesaid amendments, such to be effective as of the 30th day of June, 2021.

IN WITNESS WHEREOF, the undersigned have executed or caused this Amendment to be executed as of 30th day of June, 2021.



GAIL PIGOTT



Book:2021 Page:5046-5047  
Deed  
RCD: 07/15/2021 @11:17:06 AM  
Oktibbeha County, MS  
Sharon Livingston Chancery Clerk

FOURTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND BY-LAWS FOR CAMELLIA GARDENS CONDOMINIUMS

STATE OF MISSISSIPPI

COUNTY OF ~~OKTIBBEHA~~ *Madison*

PERSONALY appeared before me, the undersigned authority, in the for said  
County and State, in this 14th day of July, 2021, the within named GAIL PIGOTT, who  
acknowledged that she signed and delivered the forgoing instrument.

GIVEN under my hand and seal of office.



*Amber P. May*  
\_\_\_\_\_  
Notary Public

My Commission Expires

*Aug 9, 2022*  
\_\_\_\_\_



**FIFTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND BY-LAWS FOR  
CAMELLIA GARDENS CONDOMINIUMS**



Book:2023 Page:4803-4804  
Deed

RCD: 07/13/2023 @02:18:20 PM

Oktibbeha County, MS

Sharon Livingston Chancery Clerk

THAT CERTAIN DECLARATION, made the 6th day of July, 2023, by GAIL PIGOTT, which is recorded in the Office of the Chancery Court of Oktibbeha County, Mississippi, in Book 980, at Pages 266-285, and Book 982, at Pages 405-406, and Book 2013, at Pages 3475-3476, and Book 2018, at Pages 21413-21414 and Book 2021, at Pages 5046-5047, is hereby amended as follows:

1: *The By-Laws of Camellia Gardens Condominiums*, Article Seven, Fiscal Management, Determination of Assessment: The amount of the original assessments is hereby amended to the amount of \$200 per Quarter for each unit and shall be payable by automatic bank draft on the 1st business day of each Quarter.

Pursuant to the provision for Article Ten of the Declaration, the undersigned, being The Treasurer of the Association to this Declaration, hereby adopts and consents to the aforesaid amendments, such to be effective as of the 6th day of July, 2023.

IN WITNESS WHEREOF, the undersigned have executed or caused this Amendment to be executed as of 6th day of July, 2023.

\_\_\_\_\_  
GAIL PIGOTT

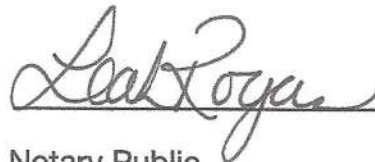
FIFTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND BY-LAWS FOR CAMELLIA GARDENS CONDOMINIUMS

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority, in the for said  
County and State, in this 10th day of July, 2023, the within named GAIL PIGOTT, who  
acknowledged that she signed and delivered the forgoing instrument.

GIVEN under my hand and seal of office.



Notary Public



My Commission Expires

03.20.2027

