

Indexing: SW/4 of SE/4; NW/4 of SE/4; SE/4 of SE/4 of Sec. 17, T 8N, R 1W  
NW/4 of NE of Sec. 20, T 8N, R 1W

KD Land Holdings, LLC  
4323 French Village Ave, Baton Rouge, LA 70809  
Phone No: 225-603-2622

DECLARATION OF  
PROTECTIVE COVENANTS, RESTRICTIONS  
AND CONDITIONS FOR  
PETRIFIED FOREST ESTATES SUBDIVISION

THIS DECLARATION is made this the 20<sup>th</sup> day of April, 2020 by KD Land Holdings, LLC, a Mississippi limited liability company, who is also hereinafter referred to as “Developer” and “Declarant”.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that that undersigned, KD Land Holdings, LLC, being the owner of all certain land and property lying and being situated in Madison County, Mississippi known as PETRIFIED FOREST ESTATES SUBDIVISION, a subdivision according to the survey of Joe W. Byrd & Associates, Inc. dated September 9, 2019 and being attached hereto as Exhibit “B”; and being desirous of imposing certain restrictive and protective covenants upon said land for the protection of themselves and all future purchasers and owners of residential lots lying within said subdivision, do hereby impose on said land the following restrictive and protective covenants, and as the preamble thereto, would state as follows to-wit:

WHEREAS, Developer is the owner of that certain real property located within Madison County, Town of Flora, Mississippi, and more particularly described by metes and bounds on Exhibit “A” attached hereto (hereinafter “the land”); and

WHEREAS, Developer is developing the land into a residential unincorporated community to be known as PETRIFIED FOREST ESTATES SUBDIVISION;

WHEREAS, each subdivided lot shall be developed and improved only for single-family residential purposes, to be developed and improved in keeping with these Covenants in order to maintain and preserve the property values of each owner and to create an aesthetically pleasing and safe community for the owners of each lot therein.

NOW THEREFORE, Developer does hereby publish and declare that the following terms, covenants, conditions, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be of a benefit and a burden to the Developer, its successors and assigns, and to any person acquiring or owning any interest in the land and improvements thereon (including their successors, assigns, heirs, devisees, executors and administrators), to-wit:

I. GENERAL PROVISIONS CONCERNING PETRIFIED FOREST ESTATES  
SUBDIVISION

1. Developer deems it desirable for the efficient preservation of the values and amenities to subject the Property to protective covenants, conditions, restrictions, easements, charges and liens hereinafter set forth for said subdivision. This property shall be used solely and exclusively for

residential purposes. The term 'residential purposes' as used herein shall be held and construed to exclude, among other things, hospitals, duplex houses, apartment houses, garage apartments, machinery repair service or sales, grocery stores, beauty shops, vending, and other commercial or professional uses; and any such uses of this property is hereby expressly prohibited.

2. Only one (1) single-family residential unit shall be permitted on any lot, regardless of size, except outbuildings as herein described may be constructed on said property.

No structures shall be erected, altered or replaced or permitted to remain on any lot other than single family dwellings not exceeding two stories in height above the first floor building foundation, together with the usual and customary outbuildings such as garages, enclosed equipment sheds, barns and guesthouses.

3. No lot may be subdivided that creates a lot less than three (3) acres in PETRIFIED FOREST ESTATES SUBDIVISION; however, nothing herein contained shall prevent the owner of the two (2) adjoining lots from treating the combined area of the two (2) lots as one (1) building lot, in which event the set back line for building purposes shall be construed and interpreted to apply to the outside lines of the two (2) combined lots and not to the line which is common to both lots. All lots in PETRIFIED FOREST ESTATES SUBDIVISION must contain at least three (3) acres.

4. All homes built in PETRIFIED FOREST ESTATES SUBDIVISION must be new construction and contain a minimum of Two Thousand Two Hundred (2,200) square feet of heated and cooled living area. No log homes, trailers, manufactured home or mobile home shall be placed on any lot. A manufactured home, as used herein, means any dwelling which as a whole or in components is fabricated elsewhere and moved to the lot, or is classified as a "shell house". No pre-existing homes, buildings of any kind or components thereof shall be moved to any lot. There shall be no campers, camper-trailers, motor homes, buses, coaches, camper fold-outs, or RV's of any type allowed to remain on any lot for more than twenty-four (24) hours during any thirty (30) day period. Campers, camper-trailers, motor homes, buses, coaches, camper fold-outs, or RV's owned by a Lot Owner must be kept in an enclosed garage, barn or shop. Campers, camper-trailers, motor homes, buses, coaches, camper fold-outs, or RV's may be kept in an open shed as long as such shed is attached to an enclosed garage, barn or shop and is not visible from the street. All structures whether dwellings or out buildings must be approved by the Developer or the Architecture Review Committee.

5. One guesthouse may be constructed on any subdivision lot with such guesthouse being compatible in architecture with the main dwelling as approved by the Developer or the Architect Review Committee. Each guesthouse shall contain no less than 500 square feet and no more than 900 square feet. No guesthouse shall be leased out, rented or otherwise used as a dwelling for a non-family member.

6. Living quarters in a barn or other out building may be deemed as an acceptable guesthouse as long as the structure has been approved by the Developer or the Architect Review Committee. Living quarters, as described in this section, may be used as a temporary dwelling upon approval of the Developer or the Architect Review Committee.

7. There shall be no mandated time frame as to when construction of a residence on a lot must commence. However, upon approval of the developer, living quarters/guesthouse as described in section 5 above, may be used as a temporary dwelling, in which case construction of the permanent dwelling as approved by the developer must commence within six (6) months from the date the Lot Owner occupies the temporary dwelling. Use of temporary dwellings of any nature must be approved by the Developer or the Architecture Review Committee.

8. Each house in PETRIFIED FOREST ESTATES SUBDIVISION must have a garage or carport which will accommodate a minimum of two (2) cars.

## II. Setbacks, Utility/Drainage Easements, and Private Road Easement

9. No residence shall be placed nearer than 100 feet of the front lot line. No building of any kind shall be placed nearer than 50 feet from the side lot line. No building shall be placed nearer than 50 feet of the rear lot line. No non-resident building shall be placed nearer than 200 feet of the front lot line. Developer reserves the right to approve the location (to be built or rebuilt) of any structure on each lot.

10. Developer hereby reserves the following utility and drainage easements on, over, under and across all lots and tracts upon the Property covered hereby:

10 feet adjacent to the front lot line and any other property line which abuts a street;

5 feet adjacent to the back and side lot line.

Said utility easements are reserved for the purpose of constructing, maintaining and repairing a system or systems of electrical power, T.V. cable, telephone, telegraph line or lines, gas, water, sewer and any other utility that the Developer sees fit in its discretion, to install across said lot.

11. Intentionally Omitted.

## II. REQUIRED SUBMITTALS AND APPROVALS; DESIGN;

### Architectural Review Committee; Restrictions

12. No structure, whether a residence, accessory building, tennis court, swimming pool, fence, wall, exterior lighting or other improvement, shall be constructed or maintained upon any site, and unless complete plans, specifications, and sight plans thereof, showing the exterior design, height, building material and color scheme thereof, the location of the structure, the location and size of driveways, general plan of landscaping, fencing, walls, wind breaks and grading plans, shall have been submitted to and approved in writing by the Developer or after creation, the Architecture Review Committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Developer or the Architecture Review Committee. In the event the Developer creates the Architectural Review Committee, the Architectural Review Committee shall adopt procedures and architectural guidelines which shall be approved by Developer.

13. The Architectural Review Committee, if appointed, shall be composed of three or more representatives appointed by and to serve at the will of Developer.

14. Developer shall exercise its best judgment to see that all improvements, construction, landscaping, and alteration on lands within the Property of the subdivision conform to and harmonize with existing surroundings and structures.
15. A majority vote of the Architectural Review Committee is required for approval or disapproval of proposed improvements.
16. The Architectural Review Committee shall maintain written records of all request for approval submitted to it and all action it may have taken.
17. Neither Developer nor the Architectural Review Committee shall be liable to any person submitting a request for approval or to any owner within the Property by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such request.
18. Developer and/or the Architectural Review Committee may refuse approval on any grounds, including purely aesthetic reasons. Any adverse ruling by the Architectural Review Committee may be appealed to Developer. No construction may be commenced until written approval of the plans, specifications, and site plans have been obtained from the Architectural Review Committee or the Developer.
19. Construction shall not commence on any lot unless and until the owner and/or the contractor shall have first caused a port-a-john or equivalent on the lot for use by the contractor, its employees, subcontractors, etc. Developer shall have the right to stop construction if such port-a-john or equipment is removed or deemed unworkable at any time during construction.
20. Each Lot Owner shall be responsible for implementation of a sediment retention program to assure that no sediment will leave his lot, particularly during the construction process and until permanent grassing has been established for said lot. Erosion control measures which may be taken include, but not limited to, the proper installation and erection of silt fencing and the use of hay bales.
21. Concrete trucks shall not be washed out in roadside ditches, in Common Areas or on other lots. Each Lot Owner shall have absolute responsibility to assure that any concrete trucks are washed out on the Lot Owners lot and that such wash material is retained on such lot, to be disposed of the Lot Owner and/or his contractor as scrap or waste material.
22. Intentionally Omitted.
23. All construction, once started, shall be expeditiously pursued until completion.
24. All buildings shall be provided with a complete foundation curtain wall except in case a concrete slab foundation design is employed. The use of concrete blocks or asbestos siding as building materials for an exterior finish is expressly prohibited. Positively, no vinyl siding is to be used; however, vinyl soffit and eave material is permissible

25. There shall be no white, blue or green rooftops used in PETRIFIED FOREST ESTATES SUBDIVISION and all rooftops must be approved by the Developer or the Architect Review Committee.

26. No exterior television or radio towers will be allowed, and in order for satellite dishes to be approved by Developer, such dishes shall be twenty-four (24) inches or less in diameter with the location to be approved by Developer or Architectural Review Committee prior to installation.

27. Any exterior lighting installed on any lot shall be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent properties. Landscape lighting is subject to approval of Developer.

### III. OTHER RESTRICTIONS AND PROHIBITIONS

28. No equipment, cars, trucks or other movable vehicles (including trailers) which require payment of taxes and purchase of licenses plates shall be kept on any lot unless the owner thereof has paid taxes on such vehicle and said vehicle shall be kept to the rear of the dwelling structure. Those disabled vehicles not requiring the payment of taxes or purchase of license plates shall not be kept on any lot and shall be removed there from. There shall be no major repairs, no body work or disassembling of major pieces of equipment, be it cars, trucks, tractors or any like machines, on any lots or adjacent streets.

29. No individual sewage disposal system shall be permitted on any parcel of land unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the Madison County Health Department of Madison County, Mississippi.

30. No land shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

31. No trash, ashes or other refuse or debris (collectively "debris") may be thrown, stored, burned or dumped on any lot. Each Lot Owner and builder is responsible for keeping the lot clean and preventing debris from blowing to other Lots.

32. No building materials of any kind or character may be placed or stored upon any lot, except during construction of improvements, and not longer than thirty (30) days after completion of construction.

33. The owner of the property shall keep the grass on said property neatly cut and shall keep the property free from weeds, litter and rubbish of all kinds. Lots and adjacent road Right of Way to the edge of street shall be maintained to avoid allowing same to become cluttered or unsightly. Each Lot Owner shall be responsible for maintaining the adjacent roadside ditch and shoulders and for keeping ditches free of debris or trash. Existing trees shall be kept pruned and all grasses kept bush-hogged or mowed and all debris picked up and removed from the lot on a regular basis, but no less frequently than monthly.

34. No signs of any kind shall be displayed to the public view on any plot or parcel except one (1) sign denoting the names of respective owners thereof of not more than two (2) square feet, one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.

35. No noxious or offensive activities shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

36. No commercial kennels or stables of any nature shall be permitted. No non-domestic animals may be kept on said property for commercial use. No kennels or pens may be constructed or used for the care and housing of a large number of dogs, and the number of dogs regularly housed on the premises of the owners thereof shall be limited to three (3) adult dogs. Regardless of number, the keeping of said animals shall be such as to not constitute an annoyance or nuisance to the neighborhood. The Developer or the Architectural Review Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Lot Owners, and such determination shall be conclusive. Pets shall be attended at all times. Pets shall not be permitted within or upon any other Common Areas and community facilities unless accompanied by an adult and unless the pets are carried or leashed. In no such event shall any pet be allowed to use any Common Area or community facility as a toilet facility. The Developer or the Architectural Review Committee shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate. Pets must be kept or maintained on its own owner's lot by an approved fence, approved underground fence or other approved containment systems. No dogs will be allowed to run loose in PETRIFIED FOREST ESTATES SUBDIVISION.

37. No structure or portions thereof shall be erected on any portion of any lot which portion is subject to any easement for travel, drainage or utilities; and no Lot Owner shall take any action which shall directly or indirectly impede or divert the flow of any stream, creek or watercourse unless Developer shall have first granted written consent.

38. Intentionally Omitted.

39. It shall be the responsibility of each Lot Owner to maintain his property and the improvements thereon in such manner as to contribute to the beauty and clean appearance of the surrounding property, including, but not limited to, keeping grass mowed on non-wooded areas, keeping improvements repaired and painted, and generally doing those things which add to the beauty, livability and value of all of the Property covered by these Covenants. Developer may, but shall not be obligated to, provide certain specialized services such as grass cutting and other services upon request; or if such services are deemed by Developer to be necessary for maintaining the beauty, neatness, and livability of particular Property. Developer may have such services performed after giving two (2) weeks notice to the Lot Owner by word of mouth, U.S. Mail or by a periodic newsletter distributed to Lot Owners. The cost of such services shall be paid by the Lot Owner.

40. ATVs shall not be operated on streets, common areas, adjacent lots, lake dams, utility easements or right of ways. Golf carts will be permitted on streets and common areas unless and until the Developer elects to prohibit such use.

41. No firearms of any kind, including, but not limited to, hand guns, rifles, shot guns, etc., high powered air and pellet guns, shall be fired or discharged in PETRIFIED FOREST ESTATES SUBDIVISION.

42. There shall be no barbed wire, barbless wire, net wire or cable fences constructed in PETRIFIED FOREST ESTATES SUBDIVISION. Only 3 or 4 rail wood or vinyl fences may be constructed. All fences

must be painted or stained white, black, brown or natural wood colors. There shall be no solid privacy fences built in the front of any lot. However, privacy fences in the back yard or swimming pool area of a residence will be permitted. All fences must be approved by the Developer or the Architecture Review Committee.

#### IV. EQUINE, CATTLE AND OTHER AGRICULTURAL USES APPURTENANT TO SINGLE FAMILY RESIDENCE

43. Horses may be kept on certain lots designated as horse lots by the developer. Horse lot owners must provide site plans of any barns, fences, turnout shelters, riding arenas and other horse facilities to the Architecture Review Committee for review and approval. Owners of horse lots may not house, keep, stable or pasture more than one (1) horse per two (2) acres of dedicated pasture.

44. Upon approval of the developer, non-domestic animals such as cattle, sheep, goats and swine may be kept on said property for the purpose of a Lot Owner's child to raise, keep, care for and show in local 4H events and other local fairs or livestock shows. Facilities for the housing and care of non-domestic animals must be built and maintained in such a manner as to not be a nuisance to other residents of PETRIFIED FOREST ESTATES SUBDIVISION. Plans for the construction of such facilities must be submitted to and approved by the Developer or the Architecture Review Committee.

45. A limited number of chickens may be housed, kept or raised on a lot in order to produce eggs for the Lot Owners' own consumption. Only laying hens will be allowed to be kept on lots and the number of hens and the facilities to house same must be approved by the Developer or the Architecture Review Committee. Roosters are prohibited.

46. Small trailers, i.e. 4 wheeler type trailers, and/or small tractors and related implements may be kept on the premises provided that when not in use such items shall be kept in an enclosed structure or behind a fence which will not enable such trailer, tractor, or implements to be seen from the street.

47. Vegetable gardens, herb gardens, vineyards, and fruit orchards may be planted toward the rear of a lot, but shall be maintained free of tall weeds and not allowed to become unsightly.

48. Each Lot Owner shall assure that each and every vehicle which enters his lot, utilizes the designated driveway and that absolutely no vehicles or equipment enter or exit the lot at any other location.

49. Any damage resulting from the violation of the above provisions shall be the responsibility of the Lot Owner. The Developer shall have the right to give the Lot Owner five (5) days written notice of any such damage and if such damage is not repaired to the satisfaction of the Developer, such damage may be repaired by the Developer at the cost and expense of the Lot Owner. The entity which causes said repair to be done shall be entitled to a lien against the lot for such costs.

If any Lot Owner shall violate or attempt to violate any of the Covenants herein it shall be lawful for the Developer, or any Lot Owner within the subdivision, to prosecute at any proceeding at law or in equity against the person or persons violating or attempting to violate any such Covenants.

50. There shall be no transformers located on any power pole. All electrical utility service to any lot shall be serviced by a ground transformer.

#### V. PROPERTY OWNERS ASSOCIATION AND MEMBERSHIP

76. – 84. Intentionally Omitted.

#### VI. OTHER PROVISIONS

85. Neither the Developer, nor Madison County, Mississippi, nor the Town of Flora, nor any utility company using the utility easements herein referred to shall be liable for any damage done by them, their assigns, agents, employees, or servants to shrubbery, trees, flowers or other property of the lot Owners situated on the land covered by said easements, except to restore the surface of the land, including landscaping, fences, roads and driveways, to reasonably the same condition as existed before.

86. The title conveyed by the Developer to purchaser of lots in said subdivision shall not in any event be held or construed to include the title to the water, gas sewer, TV or other communication transmission cables, electric light, electric power, telephone, telegraph line, poles or conduits or any other utility or appurtenances thereon constructed by Developer, or by any utility company upon said lot to serve the lot. The right and easement to maintain, sell, repair, or lease such easement rights, lines, utilities and appurtenances by Developer to any utility provider or any other parties is hereby expressly reserved to Developer without the necessity of joinder by any Lot Owner.

87. Nothing herein shall be construed as limiting the authority and control of the Developer in any manner, and Developer may override any ruling made by the Architectural Review Committee, even if Developer has assigned or transferred such authority or control to the the Architectural Review Committee.

#### VII. COVENANTS RUN WITH THE LAND

88. These covenants are to run with the land and shall be binding on all parties or persons owning said land or any part hereof and claiming under them for a period of thirty (30) years from



the date these Covenants are recorded, after which time said Covenants shall continue to run with the land for consecutive subsequent terms of five (5) years each, unless action is taken by the Lot Owners to terminate these covenants. A vote of the owners of at least seventy percent (70%) of the lots in the subdivision will be required to terminate these Covenants, but only after these Covenants have been recorded for a period of ten (10) years.

89. These covenants may be amended by the Developer at any time so long as Developer owns any lot in the subdivision. After the sale of all lots in the subdivision by Developer, these covenants may be amended at any time by the owners of seventy percent (70%) of the lots sold. Any such amendment shall be made by a written instrument signed by the required persons or entities and shall be effective from the time it is recorded in the appropriate records.

#### VIII. PROPERTY SUBJECT TO THIS DECLARATION

90. (A) The Property. The Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

(B) Phase Development. The Declarant expressly reserves the option, right and privilege (i) to annex other real property owned by it, to the Property (Additional Property), and (ii) by or as a result of such annexation to subject the annexed Additional Property to the provisions of this Declaration. The provisions of this Declaration shall not affect or apply to any portion of the Additional Property unless and until such portion of the Additional Property is annexed to the Property pursuant to the provisions of Paragraph C of this Article.

The Declarant shall not have the obligation, but only the option, right and privilege, to develop or annex any portion of the Additional Property. The Declarant expressly does not represent, warrant or guarantee to any Person that any portion of the Additional Property will be developed or will be annexed to the Property. By acceptance of a deed conveying any interest in a Lot, each Owner agrees and represents and warrants to the Declarant that, in purchasing or otherwise acquiring such interest in the Lot, the Owner has not relied on any proposed, current or future development of any portion of the Additional Property or annexation of any portion of the Additional Property to the Property.

(C) Annexation Procedures. To annex Additional Property to the Property as permitted by Paragraph B of this Article X, the Declarant shall execute and file for record a Supplement which describes the portion of the Additional Property being annexed to the Property. The option, right and privilege of the Declarant to annex any portion of the Additional Property to the Property are subject to the following provisions:

(i) The Declarant's option, right and privilege to annex Additional Property shall terminate and expire on January 1, 2050,

(ii) The Declarant may annex any portion of the Additional Property at different times and in any sequence desired by the Declarant without regard to whether or not the portion of the Additional Property being annexed is contiguous or noncontiguous to the Property.

(iii) The Supplement shall extend the provisions and scheme of this Declaration to the Additional Property being annexed, but the Supplement may contain such complementary additions to and modifications of the provisions of this Declaration as the Declarant determines to be appropriate or necessary for the different character or use, if any, of the Additional Property being annexed. Such complementary additions and modifications shall not be generally or substantially inconsistent with the provisions of this Declaration.

(D) Effect of Annexation. Upon the Supplement referred to in Paragraph C of this Article being filed for record, the Additional Property described in the Supplement shall be annexed to the Property. Any and all Lots, the Common Area and the Common Facilities, including any Green Space, of or in the annexed Additional Property shall be subject to the provisions and scheme of this Declaration.

(E) Additional Property Modifications. At any time or times prior to January 1, 2050, the Declarant shall have the option, right and privilege, but not the obligation, to add to the Additional Property other real property the Declarant now or in the future may own or acquire, within the vicinity of, but expressly without the necessity or requirements of being contiguous to, the Property, if at such time or times the Declarant intends to develop such other real property in a manner consistent, compatible or in conformance with the Declarant's development of the Property.

(F) No Consent Required. The Declarant shall not be required to obtain any consent or approval of any Owner or other Person, including any Mortgagee, to annex any Additional Property to the Property as permitted by this Article. Each Owner, each Mortgagee and each other Person, including, but not limited to, each grantee, heir or devisee, personal representative, successor and assign of an Owner, Mortgagee or other Person, by acceptance of any deed or other interest in or with respect to any Lot, including a deed of trust, mortgage or similar encumbrance, shall be deemed to have expressly agreed and consented to (i) each of the provisions of this Article, and (ii) the execution, filing for record and provisions of any Supplement contemplated by this Article.

IN WITNESS WHEREOF DECLARANT HAS CAUSED this Declaration of Protective Covenants, Restrictions and Conditions for PETRIFIED FOREST ESTATES SUBDIVISION to be duly executed this the \_\_\_\_\_ day of April, 2020.

EXECUTION PAGE FOLLOWS:

DECLARANT:

KD Land Holdings, LLC, a Limited Liability Company

By: Kerry Denny, Member/Manager, by Bryan David Gaspard, his/her Attorney-In-Fact  
Kerry Denny, Member/Manager, by Bryan David Gaspard, his/her Attorney-In-Fact

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, Brock Maples, the undersigned authority in and for the said county and state, on this 20th day of April, 2020, within my jurisdiction, the within named Kerry Denny by Bryan David Gaspard, his Attorney-in-Fact who acknowledged that (he) (she) is attorney-in-fact for Kerry Denny who acknowledged that he is Member/Manager of KD Land Holdings, LLC, a Mississippi Limited Liability Company, and that for and on behalf of the said Limited Liability Company, and as its act and deed (he) (she) executed the above and foregoing instrument as Attorney-in-fact for Kerry Denny, Member/Manager, after first having been duly authorized by said Limited Liability Company so to do.

Notary Public



Additional Signatures of subsequent purchasers to follow:

  
Tinisha McMillion

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, Brock Maples, the undersigned authority in and for the said county and state, on this 15<sup>th</sup> day of October, 2020, within my jurisdiction, the within named Tinisha McMillion and (he) (she) (they) executed the above and foregoing instrument.

  
Notary Public



Michael Cascio  
Michael Cascio

Donna Cascio  
Donna Cascio

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, Brock Maples, the undersigned authority in and for the said county and state, on this 15th day of October, 2020, within my jurisdiction, the within named Michael Cascio and Donna Cascio and (he) (she) (they) executed the above and foregoing instrument.

[Signature]  
Notary Public



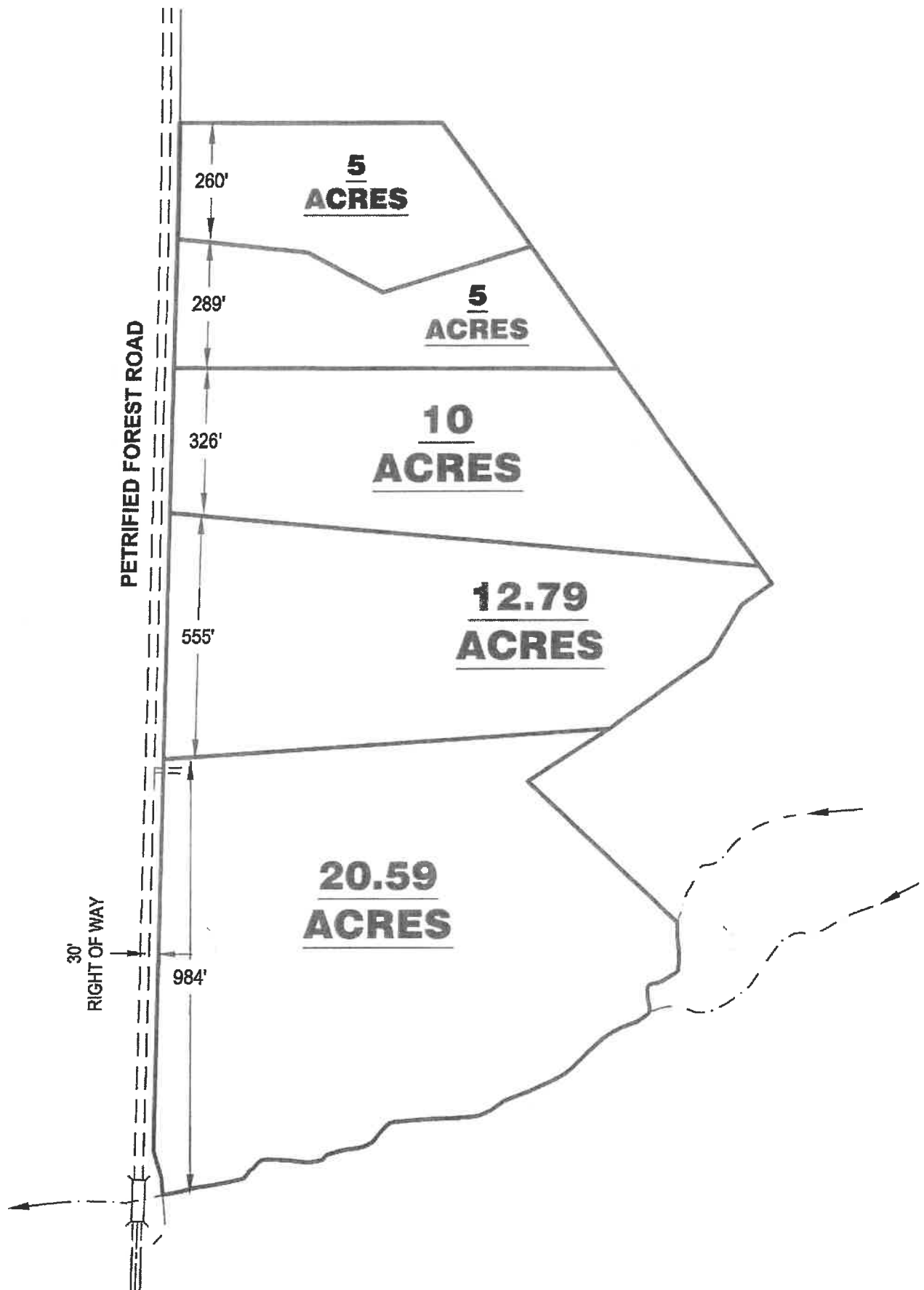
Carrie Benedix  
Carrie Benedix

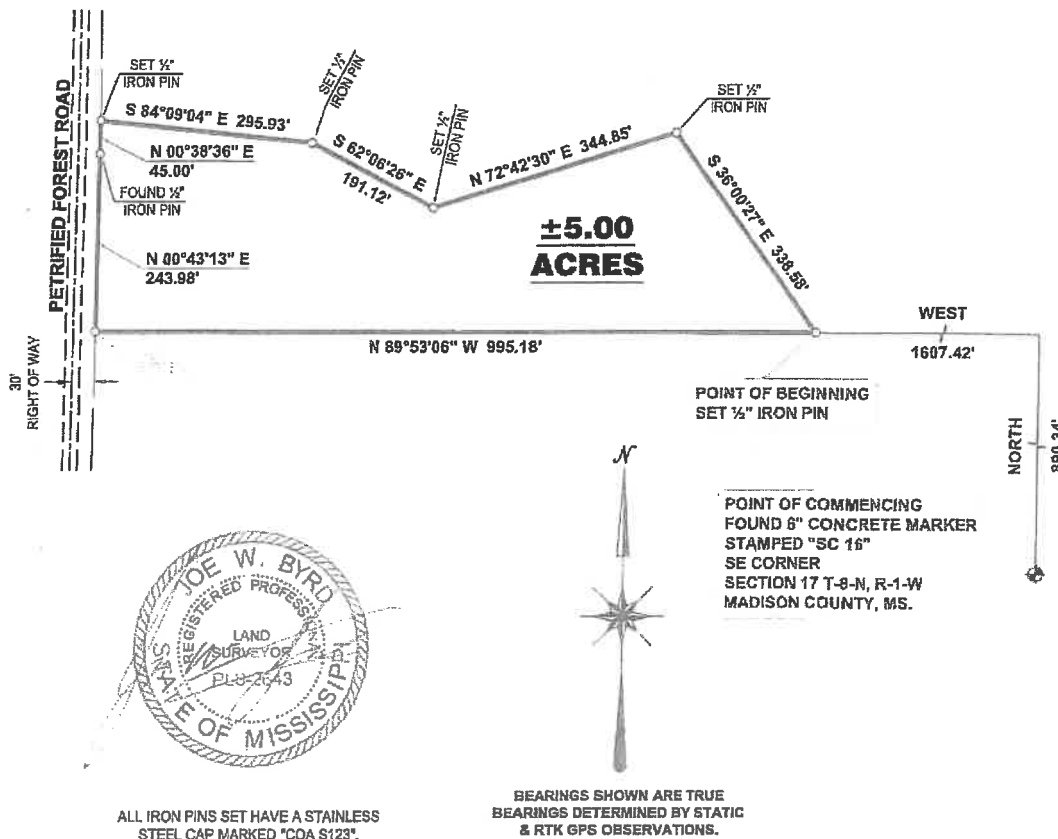
STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, Kristine Sores the undersigned authority in and for the said county and state, on this 22 day of December, 2020, within my jurisdiction, the within named Carrie Benedix and (he) (she) (they) executed the above and foregoing instrument.

Kristine Sores  
Notary Public







#### Description of Property Surveyed

A parcel of land containing 5.00 acres, more or less, situated in the Southwest 1/4 of the Southeast 1/4 of Section 17, Township 8 North, Range 1 West, Madison County, Mississippi as shown on the plat of survey prepared by Joe W. Byrd and Associates, Inc. dated June 10, 2020 (true bearings used during survey based on Static and RTK GPS observations) and described in particular as follows;

**Commencing** at a concrete marker stamped "SC 16" marking the Southeast corner of said Section 17:

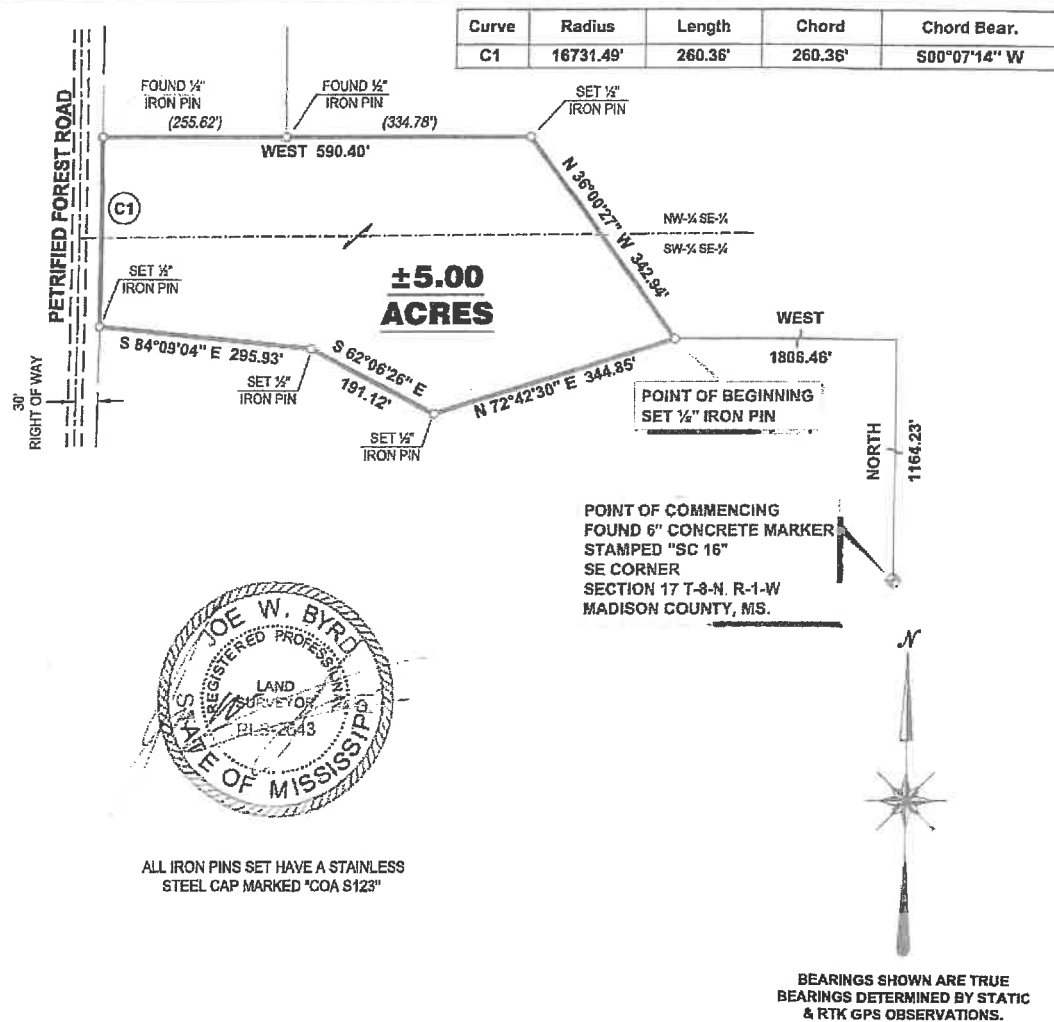
THENCE North for a distance of 890.34 feet;  
 THENCE West for a distance of 1607.42 feet to a 1/2 inch iron pin marking the **Point of Beginning** of the property herein described.  
 THENCE North 89 degrees 53 minutes 06 seconds West for a distance of 995.18 feet to a 1/2 inch iron pin on the East right of way of Petrified Forest Road, a paved public road;  
 THENCE North 00 degrees 43 minutes 13 seconds East for a distance of 243.98 feet along said right of way to a 1/2 inch iron pin;  
 THENCE North 00 degrees 38 minutes 36 seconds East for a distance of 45.00 feet along said right of way to a 1/2 inch iron pin;  
 THENCE away from said right of way South 84 degrees 09 minutes 04 seconds East for a distance of 295.93 feet to a 1/2 inch iron pin;  
 THENCE South 62 degrees 06 minutes 26 seconds East for a distance of 191.12 feet to a 1/2 inch iron pin;  
 THENCE North 72 degrees 42 minutes 30 seconds East for a distance of 344.85 feet to a 1/2 inch iron pin;  
 THENCE South 36 degrees 00 minutes 27 seconds East for a distance of 338.58 feet to the **Point of Beginning**.

*Together with and subject to covenants, easements, and restrictions of record.*

THIS SURVEY IS CERTIFIED ONLY TO THE PERSON OR ENTITY WHOSE NAME APPEARS BELOW AND IS NOT CERTIFIED TO HEIRS, ASSIGNS OR ANY OTHER PERSON OR ENTITY. THIS SURVEY DOES NOT IMPLY OR INFER OWNERSHIP AND DOES NOT CERTIFY TO THE EXISTENCE OR NONEXISTENCE OF ANY UTILITIES AND MAY NOT SHOW CERTAIN CONDITIONS THAT MAY BE REVEALED BY A TITLE SEARCH.

© 2020 MS COA 5123	<b>JOE W. BYRD &amp; ASSOCIATES, INC.</b>	CLASS "B" SURVEY	DATE: JUNE 10, 2020	NOT VALID WITHOUT SEAL AND SIGNATURE.
	<b>SURVEYING &amp; MAPPING</b> P. O. BOX 3837 19-J EAST LINCOLN DR. NE BROOKHAVEN, MS. 39601 39603-7837 39601 PH. 601-833-5564 ~ EMAIL: joebyrd@bellsouth.net	DEED REFERENCE: BOOK 3706 PAGE 474		
SCALE: 1" = 200' JOB: 1914515-3 SHEET 1 OF 1		SURVEYED FOR: <b>K D LAND HOLDINGS, LLC</b> LOCATION: <b>Southwest 1/4 of the Southeast 1/4</b> <b>Section 17, Township 8 North, Range 1 West</b> <b>City of Flora, Madison County, Mississippi</b>		





#### Description of Property Surveyed

A parcel of land containing 5.00 acres, more or less, situated partly in the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and partly in the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , all being in Section 17, Township 8 North, Range 1 West, Madison County, Mississippi as shown on the plat of survey prepared by Joe W. Byrd and Associates, Inc. dated June 10, 2020 (true bearings used during survey based on Static and RTK GPS observations) and described in particular as follows;

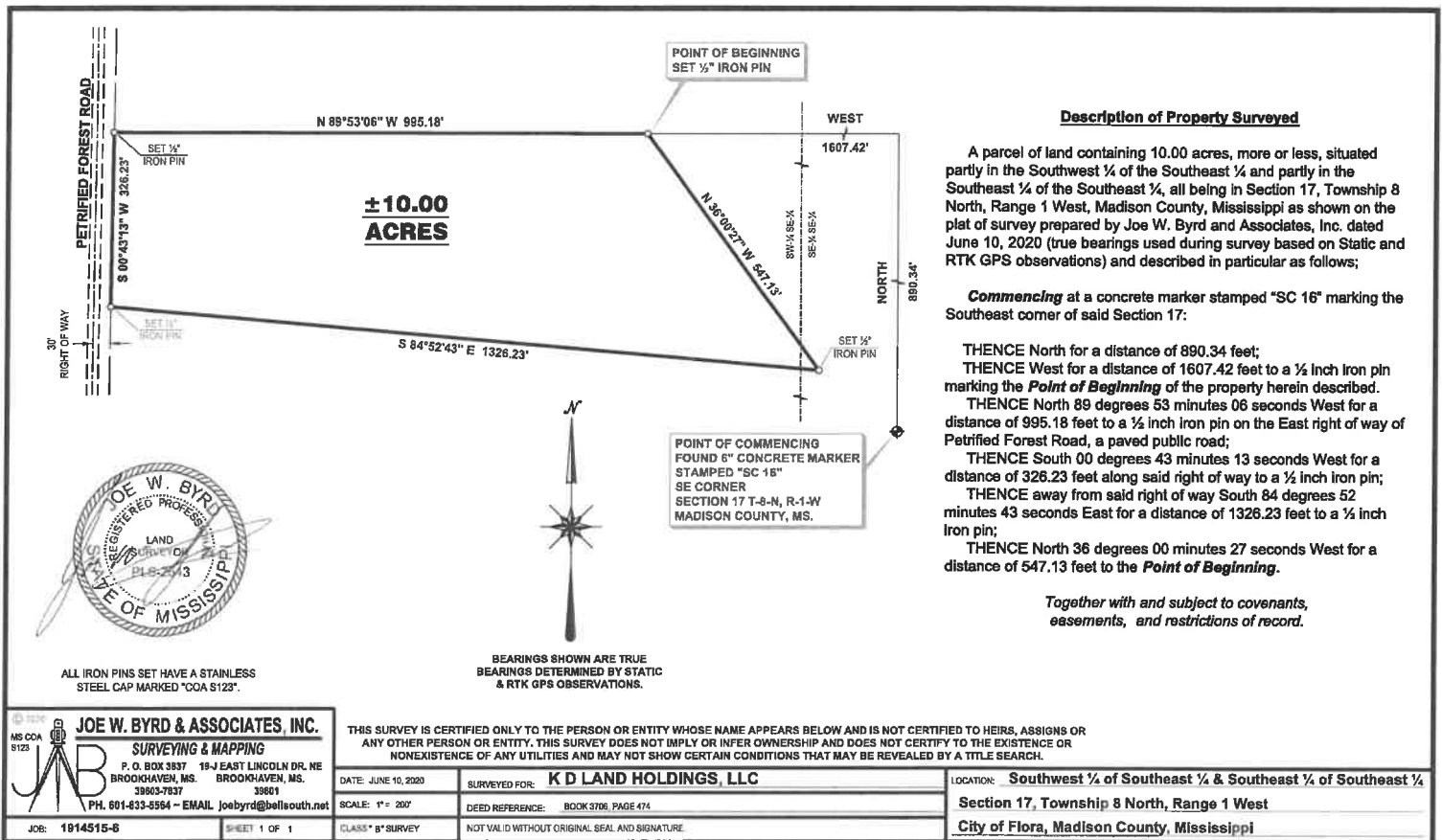
**Commencing** at a concrete marker stamped "SC 16" marking the Southeast corner of said Section 17:

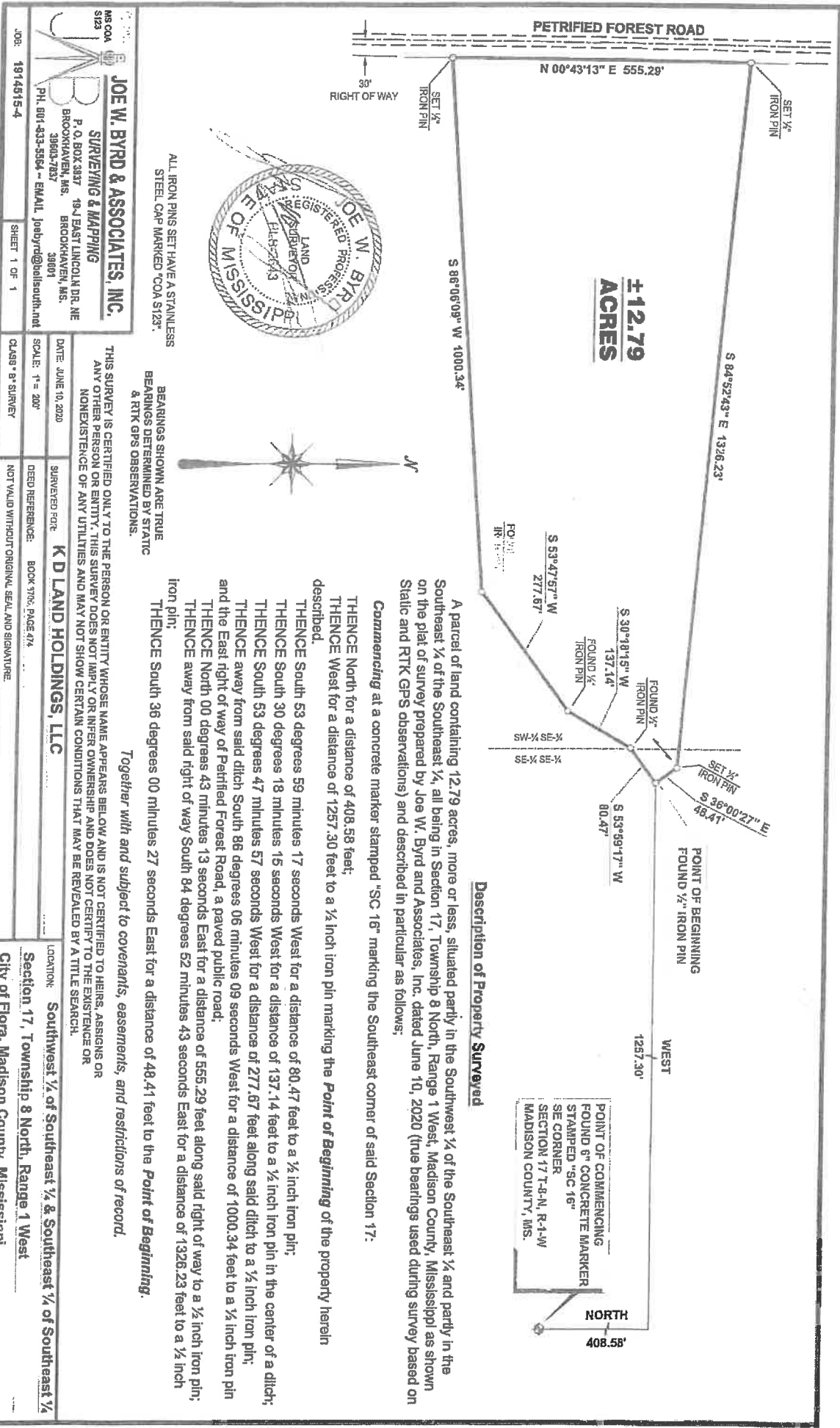
THENCE North for a distance of 1164.23 feet;  
 THENCE West for a distance of 1806.46 feet to a  $\frac{1}{2}$  inch iron pin marking the **Point of Beginning** of the property herein described.  
 THENCE North 36 degrees 00 minutes 27 seconds West for a distance of 342.94 feet to a  $\frac{1}{2}$  inch iron pin;  
 THENCE West for a distance of 590.40 feet to a  $\frac{1}{2}$  inch iron pin on the East right of way of Petrified Forest Road, a paved public road;  
 THENCE with a curve turning to the right with an arc length of 260.36 feet, a radius of 16731.49 feet, a chord bearing of South 00 degrees 07 minutes 14 seconds West and a chord length of 260.36 feet along said right of way to a  $\frac{1}{2}$  inch iron pin;  
 THENCE away from said right of way South 84 degrees 09 minutes 04 seconds East for a distance of 295.93 feet to a  $\frac{1}{2}$  inch iron pin;  
 THENCE South 62 degrees 06 minutes 26 seconds East for a distance of 191.12 feet to a  $\frac{1}{2}$  inch iron pin;  
 THENCE North 72 degrees 42 minutes 30 seconds East for a distance of 344.85 feet to the **Point of Beginning**.

*Together with and subject to covenants, easements, and restrictions of record.*

THIS SURVEY IS CERTIFIED ONLY TO THE PERSON OR ENTITY WHOSE NAME APPEARS BELOW AND IS NOT CERTIFIED TO HEIRS, ASSIGNS OR ANY OTHER PERSON OR ENTITY. THIS SURVEY DOES NOT IMPLY OR INFER OWNERSHIP AND DOES NOT CERTIFY TO THE EXISTENCE OR NONEXISTENCE OF ANY UTILITIES AND MAY NOT SHOW CERTAIN CONDITIONS THAT MAY BE REVEALED BY A TITLE SEARCH.

© 2020 MS COA S123 	<b>JOE W. BYRD &amp; ASSOCIATES, INC.</b> SURVEYING & MAPPING P. O. BOX 3837 19-J EAST LINCOLN DR. NE BROOKHAVEN, MS. 39801 39803-7837 PH. 601-833-5564 ~ EMAIL: joebyrd@bellsouth.net		CLASS "B" SURVEY DEED REFERENCE: BOOK 5708 PAGE 474	DATE: JUNE 10, 2020 NOT VALID WITHOUT SEAL AND SIGNATURE.
	SURVEYED FOR: <b>K D LAND HOLDINGS, LLC</b> LOCATION: <b>Southwest <math>\frac{1}{4}</math> of Southeast <math>\frac{1}{4}</math> &amp; Northwest <math>\frac{1}{4}</math> of Southeast <math>\frac{1}{4}</math> Section 17, Township 8 North, Range 1 West City of Flora, Madison County, Mississippi</b>			
SCALE: 1" = 200' JOB: 1914515-5 SHEET 1 OF 1				





**±12.79  
ACRES**

**Description of Property Surveyed**

A parcel of land containing 12.79 acres, more or less, situated partly in the Southwest 1/4 of the Southeast 1/4 and partly in the Southeast 1/4 of the Southeast 1/4, all being in Section 17, Township 8 North, Range 1 West, Madison County, Mississippi as shown on the plat of survey prepared by Joe W. Byrd and Associates, Inc. dated June 10, 2020 (true bearings used during survey based on Static and RTK GPS observations) and described in particular as follows:

**Commencing** at a concrete marker stamped "SC 16" marking the Southeast corner of said Section 17:

THENCE North for a distance of 408.58 feet;  
THENCE West for a distance of 1257.30 feet to a 1/2 inch iron pin marking the *Point of Beginning* of the property herein described.

THENCE South 53 degrees 59 minutes 17 seconds West for a distance of 80.47 feet to a 1/2 inch iron pin;

THENCE South 30 degrees 18 minutes 15 seconds West for a distance of 137.14 feet to a 1/2 inch iron pin in the center of a ditch;

THENCE South 53 degrees 47 minutes 57 seconds West for a distance of 277.87 feet along said ditch to a 1/2 inch iron pin;

THENCE away from said ditch South 88 degrees 06 minutes 09 seconds West for a distance of 1000.34 feet to a 1/2 inch iron pin and the East right of way of Petrified Forest Road, a paved public road.

THENCE North 00 degrees 43 minutes 13 seconds East for a distance of 555.29 feet along said right of way to a 1/2 inch iron pin;

THENCE away from said right of way South 84 degrees 52 minutes 43 seconds East for a distance of 1326.23 feet to a 1/2 inch iron pin;

THENCE South 36 degrees 00 minutes 27 seconds East for a distance of 48.41 feet to the *Point of Beginning*.

*Together with and subject to covenants, easements, and restrictions of record.*

THIS SURVEY IS CERTIFIED ONLY TO THE PERSON OR ENTITY WHOSE NAME APPEARS BELOW AND IS NOT CERTIFIED TO HEIRS, ASSIGNS OR ANY OTHER PERSON OR ENTITY. THIS SURVEY DOES NOT IMPLY OR INFER OWNERSHIP AND DOES NOT CERTIFY TO THE EXISTENCE OR NONEXISTENCE OF ANY UTILITIES AND MAY NOT SHOW CERTAIN CONDITIONS THAT MAY BE REVEALED BY A TITLE SEARCH.

ALL IRON PINS SET HAVE A STAINLESS STEEL CAP MARKED "COA S123".

BEARINGS SHOWN ARE TRUE BEARINGS DETERMINED BY STATIC & RTK GPS OBSERVATIONS.

**JOE W. BYRD & ASSOCIATES, INC.**

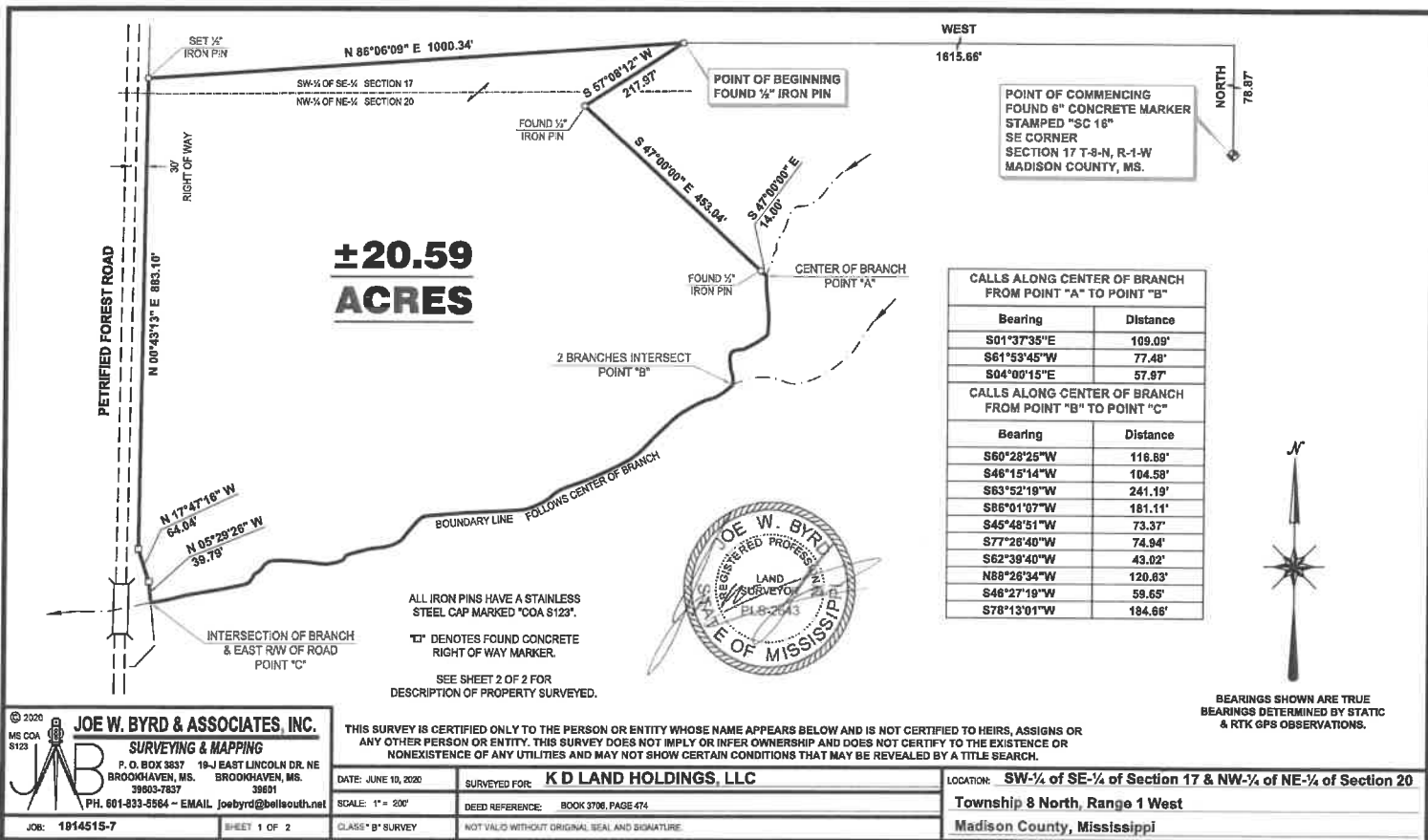
**SURVEYING & MAPPING**  
P.O. BOX 3337 19-J EAST LINCOLN DR. NE  
BROOKHAVEN, MS. 38901-7837  
PH. 601-333-5564 - EMAIL: jobyrd@jwbsouth.net

MR. COA S123  
JOB: 1814615-4  
SHEET 1 OF 1

DATE: JUNE 10, 2020  
SCALE: 1" = 200'  
CLASS: B SURVEY

SURVEYED FOR: **K D LAND HOLDINGS, LLC**  
DEED REFERENCE: BOOK 3796, PAGE 474  
NOT VALID WITHOUT ORIGINAL SEAL AND SIGNATURE

LOCATION: Southwest 1/4 of Southeast 1/4 & Southeast 1/4 of Southeast 1/4  
Section 17, Township 8 North, Range 1 West  
City of Flora, Madison County, Mississippi



### Description of Property Surveyed

A parcel of land containing 20.59 acres, more or less, situated partly in the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 17 and also partly in the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 20, all being in Township 8 North, Range 1 West, Madison County, Mississippi as shown on the plat of survey prepared by Joe W. Byrd and Associates, Inc. dated June 10, 2020 (true bearings used during survey based on Static and RTK GPS observations) and described in particular as follows;

**Commencing** at a concrete marker stamped "SC 16" marking the Southeast corner of said Section 17:

THENCE North for a distance of 78.87 feet;

THENCE West for a distance of 1615.66 feet to a  $\frac{1}{2}$  inch iron pin marking the **Point of Beginning** of the property herein described.

THENCE South 57 degrees 08 minutes 12 seconds West for a distance of 217.97 feet along a ditch to a  $\frac{1}{2}$  inch iron pin;

THENCE away from said ditch South 47 degrees 00 minutes 00 seconds East for a distance of 453.04 feet to a  $\frac{1}{2}$  inch iron pin on the North bank of a branch

THENCE continue South 47 degrees 00 minutes 00 seconds East for a distance of 14.00 feet to the center of said branch;

THENCE downstream along said branch as follows:

THENCE South 01 degrees 37 minutes 35 seconds East for a distance of 109.09 feet;

THENCE South 61 degrees 53 minutes 45 seconds West for a distance of 77.48 feet;

THENCE South 04 degrees 00 minutes 15 seconds East for a distance of 57.97 feet to the intersection of the aforesaid branch with another branch;

THENCE continuing downstream along said branch as follows:

THENCE South 60 degrees 28 minutes 25 seconds West for a distance of 116.89 feet;

THENCE South 46 degrees 15 minutes 14 seconds West for a distance of 104.58 feet;

THENCE South 63 degrees 52 minutes 19 seconds West for a distance of 241.19 feet;

THENCE South 86 degrees 01 minutes 07 seconds West for a distance of 181.11 feet;

THENCE South 45 degrees 48 minutes 51 seconds West for a distance of 73.37 feet;

THENCE South 77 degrees 26 minutes 40 seconds West for a distance of 74.94 feet;

THENCE South 62 degrees 39 minutes 40 seconds West for a distance of 43.02 feet;

THENCE North 88 degrees 26 minutes 34 seconds West for a distance of 120.63 feet;

THENCE South 46 degrees 27 minutes 19 seconds West for a distance of 59.65 feet;

THENCE South 78 degrees 13 minutes 01 seconds West for a distance of 184.66 feet to the intersection of said branch with the East right of way of Petrified Forest Road;

THENCE away from said branch North 05 degrees 29 minutes 26 seconds West for a distance of 39.79 feet along said right of way to a concrete right of way marker;

THENCE North 17 degrees 47 minutes 16 seconds West for a distance of 64.04 feet along said right of way to a concrete right of way marker;

THENCE North 00 degrees 43 minutes 13 seconds East for a distance of 883.10 feet along said right of way to a  $\frac{1}{2}$  inch iron pin;

THENCE away from said right of way North 86 degrees 06 minutes 09 seconds East for a distance of 1000.34 feet to the **Point of Beginning**.

*Together with and subject to covenants, easements, and restrictions of record.*



June 10, 2020

*Prepared By:*

**Joe W. Byrd & Associates, Inc.**

P. O. Box 3837, Brookhaven, MS 39603-7837 ~ 601-833-5564