

PREPARED BY AND RETURN TO:
BUENA VISTA LAKES MAINTENANCE ASSOCIATION, INC.
8855 Thunderbird Drive East
Hernando, MS 38632
Phone No. 662-404-3601

PROPERTY OWNER:
c/o BUENA VISTA LAKES MAINTENANCE ASSOCIATION, INC.
8855 Thunderbird Drive East
Hernando, MS 38632
Phone No. 901-507-3040 (c/o EZR Management)

AMENDMENT TO PROTECTIVE COVENANTS

INDEXING:

Plat Book 4, page 34-37, Section A
Plat Book 5, pages 10-11, Section B
Plat Book 5, page 18, Section C
Plat Book 5, page 40-43, Section D

33.46 acres: Section 13, Township 4 South, Range 8 West
147.5 acres: Section 14, Township 4 South, Range 8 West

All plats previously amended in:

Book 0392, pages 0089-0094; Warranty Deed Book 209, page 451; and Book 392, page 525; all in said Chancery Clerk's real estate records;
Variation from Requirements filed December 5, 1973 approved by Board of Adjustment of DeSoto County, Mississippi, of record in its Minute Book 1, page 26; and
Filing to Correct a Scrivener's Error on Lots 529 and 530 ordered by Board of Supervisors of DeSoto County, Mississippi, on November 15, 1995, of record in its Minute Book 18, page 296.

KNOW ALL MEN BY THESE PRESENTS, that as of the 4th day of August, 2026, by a vote on written ballots delivered to all of the owners of residential lots in Buena Vista Lakes Subdivision (“Subdivision”), being Members of the Buena Vista Lakes Maintenance Association, Inc. (“Association”), and received by the Association by due date established in the Notice to Lot Owners, the covenants, limitations and restrictions printed on the several plats of the Subdivision, as previously amended (collectively “Protective Covenants”) were further amended as set out hereinbelow. Only the amendments stated herein were made to the Protective Covenants and nothing herein shall be construed to have amended or eliminated any other part or provision of the Protective Covenants, which are hereby ratified and confirmed and shall remain in full force and effect. This Amendment to Protective Covenants may be executed in counterparts. The executed written ballots are attached hereto as Exhibit “A”, being a majority of all owners of lots in the Subdivision.

AMENDMENTS:

- A. Paragraph numbered 9 of the Protective Covenants is hereby deleted in its entirety and replaced with the following:

“9. “All further restrictions set out in the original deeds to the several lots in this subdivision shall run with the land and shall be enforceable under these covenants as if fully set out herein, subject to future amendments to these Protective Covenants.”

- B. Paragraph numbered 10. is hereby added to the Protective Covenants:

“10. The residential lots shown on the subdivision plats are subject to Assessments by the Buena Vista Lakes Maintenance Association, Inc. (“Association”) as follows:

(a) Assessments on an annual basis, when same are assessed by, and thereafter for the same amount annually until changed by, a majority of total votes cast by paid-up Members in good standing of the Association, a quorum being required, limited to one (1) vote per lot.

(b) Special Assessments for the specified purpose or purposes, time period, amount, due date and delinquency date, when same are assessed from time to time by a majority of total votes cast by paid-up Members in good standing of the Association, a quorum being required, limited to one (1) vote per lot.

Such amounts shall be used only for the maintenance and repairs of the lakes, dams, dam sites, drives and other common areas. Said Assessments, both annual and special, shall be due and payable as the Board of Directors shall determine and, if not so paid, shall bear interest at the rate of ten per cent (10%) per annum from the due date until paid in full; such Assessments, both annual and special, together with interest, collection costs, expenses and fees, including attorney fees, shall be a lien on the property so assessed and collectible by proper action at law or proceeding in a court of competent jurisdiction for enforcement of such lien.”

IN WITNESS WHEREOF, this Amendment to Protective Covenants is certified by the officers of the Association duly authorized so to do as of the 4th day of August, 2026.

BUENA VISTA LAKES MAINTENANCE ASSOCIATION, INC.

By: _____
Caleb Hodges, President

ATTESTED:

Carla Tartera, Secretary

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named CALEB HODGES who swears and acknowledges signing and delivering the foregoing instrument as the President of BUENA VISTA LAKES MAINTENANCE ASSOCIATION, INC., in said capacity for and on behalf of said entity, as the free and voluntary act and deed of said entity, after being authorized so to do.

Given under my hand and official seal of office this _____ day of _____, 2026.

Notary Public

My commission expires:

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named CARLA TARTERA who swears and acknowledges signing and delivering the foregoing instrument as the Secretary of BUENA VISTA LAKES MAINTENANCE ASSOCIATION, INC., in said capacity for and on behalf of said entity, as the free and voluntary act and deed of said entity, after being authorized so to do.

Given under my hand and official seal of office this _____ day of _____, 2026.

Notary Public

My commission expires:

EXHIBIT "A"
Executed Lot Owner Ballots
2026 Amendment to Protective Covenants
Of Buena Vista Lakes Subdivision