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Josh Eldridge
CHANCERY CLERK
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#202109563 BK: 2019 PG: 168-173
04/19/2021 02:55:35 PM 6 PGS
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202109563 6 PGS

Prepared by and after Recording Return to:
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INDEXING INSTRUCTIONS: The Inlet Condominiums: Units No. 120-127 (inclusive), 130-137 (inclusive), 211-217 (inclusive), 221-227 (inclusive), 231-237 (inclusive), 320-327 (inclusive), 330-337 (inclusive), 411-417 (inclusive), 421-427 (inclusive), 431-437 (inclusive), 511-517 (inclusive), 521-527 (inclusive), 531-537 (inclusive)

MARGINAL NOTATION: Declaration recorded in Book 1883, Pages 715-866

STATE OF MISSISSIPPI
COUNTY OF JACKSON

**FIRST AMENDMENT
TO DECLARATION OF CONDOMINIUM OF THE INLET CONDOMINIUMS
OCEAN SPRINGS, MISSISSIPPI**

PARTIES:

THE INLET CONDOMINIUMS OWNERS' ASSOCIATION, INC.,
a Mississippi non-profit corporation
2501 Bienville Blvd, Suite 5
Ocean Springs, MS 39564
(228)875-4499

THE INLET, LLC,
a Mississippi limited liability company
19 Woodstone Plaza
Hattiesburg, MS 39402
(228)875-4499

**FIRST AMENDMENT
TO DECLARATION OF CONDOMINIUM OF THE INLET CONDOMINIUMS
OCEAN SPRINGS, MISSISSIPPI**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE INLET CONDOMINIUMS, OCEAN SPRINGS, MS (this "First Amendment") is made effective as of the date set forth below, by **THE INLET CONDOMINIUMS OWNERS' ASSOCIATION, INC.**, a Mississippi non-profit corporation (the "Association"), and **THE INLET, LLC**, a Mississippi limited liability company (the "Declarant").

WHEREAS, Declarant caused that certain Declaration of Condominium of the Inlet Condominiums, Ocean Springs, Mississippi, to be recorded on April 24, 2018, in Book 1883, Pages 715-866, in the official records of the Chancery Clerk for Jackson County, Mississippi, (collectively, the "Declaration"); and

WHEREAS, the Association and the Declarant desire to amend the Declaration as set forth herein, pursuant to Article XIII thereof.

NOW THEREFORE, Association and the Declarant hereby amend the Declaration as follows and all of the property shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and condition of the Declaration as amended herein, which shall run with title to the property and be binding upon all parties having any right, title, or interest in such property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof:

- A. Except as amended herein, the above-stated recitals are true and correct and are hereby incorporated by referenced herein. All capitalized terms contained in this First Amendment, to the extent not otherwise defined herein, shall have the same meanings as such terms are defined by the Declaration.
- B. The COA – Rules and Regulations set forth on Exhibit "F" to the Declaration shall be amended as follows: Section 3.2. Pet Policy; Policy Statement Number 1 is hereby deleted in its entirety and replaced with the following:
 - 1. Dog and Cat Ownership: Owners may keep no more than two (2) dogs, cats or other household pets, providing they are not kept, bred or maintained for any commercial purposes and do not weigh more than sixty (60) pounds each. Provided, however, Owners of first floor Units may, as an alternative, keep one (1) dog that does not weigh more than eighty (80) pounds. However, no Owner may keep any of the following dog breeds: Pit Bull, Rottweiler, Presa Canario, German Shepard, Husky, Malamute, Doberman, Chowchow, St. Bernard, Great Dane, Akita, Terrier (Staffordshire), American Bull Dog, or any hybrid or mixed breed of one of the aforementioned breeds. Animals in common areas must be kept on a short (not to exceed 6 feet) non-extendable leash always. Owners are individually responsible for cleaning up after their pets. Any pet causing or creating a nuisance or unreasonable disturbance will be removed permanently from the Property upon three (3) days written notice from the Board.
- C. The COA – Rules and Regulations set forth on Exhibit "F" to the Declaration shall be amended as follows: Section 3.2. Pet Policy; Policy Statement Number 3 is hereby deleted in its entirety and replaced with the following:

3. Pets Not Permitted. Exotic animals, poisonous animals, and livestock are forbidden, including, without limitation, the following animals: tarantulas, piranhas, reptiles (snakes and iguanas), ferrets, skunks, raccoons, squirrels, and rabbits. There are no exceptions.

D. The following provision shall be added to the Declaration as Section 12.13:

12.13. Maximum Occupancy Restrictions. Each Unit may be occupied by two (2) persons per bedroom. No Unit Owner or Occupant shall allow the occupancy of any Unit to exceed two (2) persons per bedroom at any time.

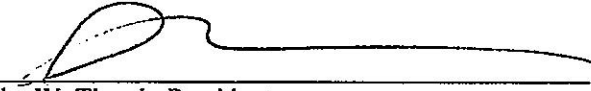
E. Except as amended hereinabove, the remaining portions of the Declaration are and shall remain unchanged and in full effect.

[SIGNATURE PAGE FOLLOWS]

12 IN WITNESS WHEREOF, the Association has executed this Amendment effective as of the day of March, 2021.

ASSOCIATION:


THE INLET CONDOMINIUMS OWNERS' ASSOCIATION, INC., a Mississippi non-profit corporation

By: 
Ike W. Thrash, President

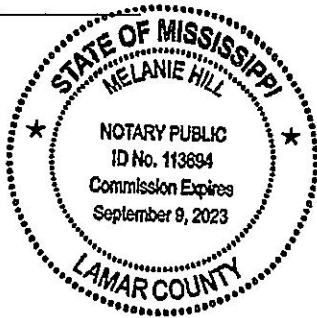
ACKNOWLEDGMENT

STATE OF MS
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12 day of March, 2021, within my jurisdiction, the within named Ike W. Thrash, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.


Notary Public

My Commission expires: _____



IN WITNESS WHEREOF, the Declarant has executed this Amendment effective as of the 12 day of March, 2021.

DECLARANT:

THE INLET, LLC, a Mississippi limited liability company

By: [Signature]
Ike W. Thrash, Managing Member

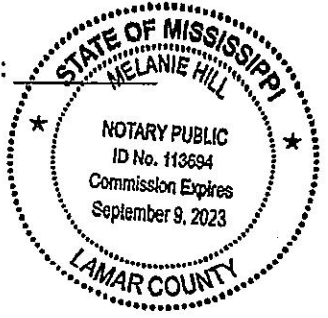
ACKNOWLEDGMENT

STATE OF MS
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12 day of March, 2021, within my jurisdiction, the within named Ike W. Thrash, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
Notary Public

My Commission expires:



CONSENT OF HOLDER OF SECURITY INTEREST

The Citizens National Bank of Meridian, as holder of a security interest in more than 51% of the Units in The Inlet Condominiums, consents to the execution and recordation of the First Amendment to Declaration of Condominium of the Inlet Condominiums, Ocean Springs, Mississippi.

IN WITNESS WHEREOF, this Consent is executed effective as of the 17th day of March 2021.

THE CITIZENS NATIONAL BANK OF MERIDIAN

By: [Signature]
Name: THOMAS BRABSTON
Title: SR VP

ACKNOWLEDGMENT

STATE OF Mississippi
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of March, 2021, within my jurisdiction, the within named Thomas Brabston, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
Notary Public

My Commission expires: 11/5/2024

