

**WOODLAND LAKE IMPROVEMENT  
ASSOCIATION  
INCORPORATED**

**Covenants and By-Laws  
as amended  
June 3, 2023**

**Mailing Address  
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Hernando, MS 38632**

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Hernando, MS 38632**

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**[www.woodland-lake.com](http://www.woodland-lake.com)**

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## Definitions

For the clarification of words and phrases used in the following document as they pertain to Woodland Lake Improvement Association, Incorporation.

1. **"Association"** - Shall mean and refer to the Woodland Lake Improvement Association, Inc. Its successors and assigns.
2. **"Assessments"** - Shall mean an equal annual amount of monies levied by the Association upon each lot for the cost incurred by the Association in providing for the maintenance of the lake, dam, dam site, common areas, and the administration of the Association for the general benefit of the subdivision.
3. **"Board"** - Shall mean the Board of Directors of the Woodland Lake Improvement Association, Inc.
4. **"Common Properties"** - Shall mean and refer to those properties owned equally by the lot owners in the Woodland Lake Subdivision such as dam, dam site, docks, and other open areas.
5. **"Lot"** - Shall mean and refer to any plot of land upon any recorded subdivision map of the properties with the exception of common properties as heretofore defined.
6. **"Member"** - Shall mean and refer to the recorded owner, whether one or more persons of the fee simple title to any lot situated within Woodland Lake Subdivision
7. **"Paid-up Member"** - Shall mean and refer to all those lot owners whose past due and current assessments are paid, giving them voting privileges.

**PLAT PROTECTIVE COVENANTS –**

Woodland Lake Subdivision Plat as Recorded in the Office of Chancery Court Clerk, DeSoto County, Mississippi, in

Plat Book L -pages 15a, 15b, 15c.

These Plat Covenants will remain in effect for a period of twenty- five {25} years.

**DEED COVENANTS** of Woodland Lake Subdivision as appeared in all original Warranty Deeds from Barr- Jones and, or Bratton-Cartwright Developers to original property owners with notation of same to appear in all subsequent deeds.

The above-described land is subject to the Conditions, restrictions, and provisions as set forth on the Woodland Lake Plat recorded in Plat Book 1 pages 15a, 15b, 15c, in the Office of Chancery Court Clerk of DeSoto County, Mississippi; easement to Coahoma Electric Power Association, recorded in Deed Book 34, page 426; road rights-of-way; public utility easements; and zoning and subdivision regulations of DeSoto County, Mississippi.

**Woodland Lake Improvement Association Restrictive Covenants (as amended)**

**PART A. SCOPE:**

These restrictive covenants shall govern construction of buildings and use of all property located within Woodland Lake Subdivision in DeSoto County, Mississippi, as shown on the Plat of said Subdivision on file in Plat Book 1, Pages 15a, 15b, 15c in the office of the Chancery Court Clerk of DeSoto County, Mississippi, and shall be effective from the date hereof These covenants are deemed to be essential and necessary to the sound development of said subdivision and to protect and maintain the property values within said subdivision, and shall be considered as covenants running with the land for a period of time herein specified and shall be binding upon all property owners in the subdivision.

**PART B. AREA OF APPLICATION:**

These restrictive covenants shall apply to the area recorded as Woodland Lake Subdivision, as shown on Plat Book 1, pages 15a, 15b, 15c, in the office of the Chancery Court Clerk of DeSoto County, Mississippi.

**PART C. BUILDING COVENANTS:**

1. No lot shall be used except for residential purposes, except Lot 1. No building shall be erected, altered, placed, or permitted to remain on any other lot other than one detached single-family dwelling not to exceed two- and one-half stories in height and a private garage for no more than three cars. Lot No.1 may be a combination store and residence.
  - a. Garages may be attached or detached
  - b. Detached garage construction must equal or compliment residential structure and shall not include any provision for living or sleeping quarters. All setback or other applicable provisions in these restrictive covenants shall apply.
  - c. At the sole discretion of the Board of Directors, a detached garage conforming to (b) above may be permitted on an adjoining lot held by the same owner or owners.
  - d. Woodland Lake lots having adequate water frontage, with or without a residential structure, may be permitted to construct docks, piers, or boat houses so long as such structures conform to all applicable restrictions set forth elsewhere in these restrictive covenants. No privies, living or sleeping quarters shall be permitted in docks, piers, or boathouses.
  
2. Except for construction purposes, no building of any kind of a temporary nature shall be placed on any lot and at no time shall tents, shacks, trailers, or privies be permitted in the subdivision, mobile homes and campers may be allowed on lots where permanent homes are constructed, only for the purpose of parking or storing. At no time shall they be used for living quarters while on the lot.

3. All buildings shall be of a permanent type construction with no less than the following square feet in the living area, excluding porches and garages. The floor area of the main structure shall be no less than the following: One-bedroom 1000 square feet, two (2) bedrooms or more 1250 square feet. All construction must equal or better than required by FHA minimum requirements.

4. All sewage from any building shall be drained into a type septic tank or treatment system, which meets the approval of the Mississippi State Health Department and DeSoto County Planning Commission. No drainage from the septic tank into Woodland Lake will be permitted.

5. All buildings on the lakefront lots shall have a set back from the waterline of least 40 feet. All buildings on the offshore lots shall be in compliance with the Planning Commission Subdivision regulations of DeSoto County Mississippi.

6. Lot owners shall be required to submit an erosion control plan the Board of Directors for review and approval before any excavation, grading or major soil disturbance within 50' of natural shoreline or elevated embankment of Woodland Lake. The Board of Directors must approve erosion control plan before any construction begins. Desoto County Mississippi erosion control statutes shall be the minimum required. The Board, at its discretion, may require lot owner to provide erosion control plans and specifications designed by a Mississippi licensed civil engineer before approval. The lot owner shall pay all engineering cost.

**PART D. USE OF LAKE:**

1. Woodland Lake shall be used only by "paid up" property owners and their guests. Guests if not accompanied by property owner, must have in their possession a current year I.D.card visible or present it when requested by Lake Patrol or other Woodland Lake official. In all Woodland Lake common areas, guests not accompanied by "paid up" property owner shall be limited to not more than 2 guests per valid, current year I.D. card present. Property owners using common areas shall also present a valid, current year I.D. card when requested to assist Lake Patrol in identification of unauthorized guests, non-property owners and "Non-paid up" property owners.

2. Guest ID only two per lot with current year.

3. WL Boat Stickers with current year must be placed on both sides of all fishing and pontoon boats adjacent to 3" minimum WL (\*\*) (Lot No.) identification numbers not later than May 1st each year. Any boat not displaying Current Year Stickers and Lot ID by May 1st each year shall forfeit lake privileges until boats are in compliance with this covenant.

4. Children 15 years of age and younger shall be accompanied at all times by a parent, guardian or competent adult when swimming or boating. "SWIM AT YOUR OWN RISK!!"

**a. BOATS AND MOTORS:**

1. No inboard or outboard motor having in excess of a 9.9 HP motor shall be permitted. Boats exceeding the 9.9 HP shall be asked to leave immediately.

2. The entire lake is classified as "NOWAKE."

"NO" nonmember or guest boat shall be permitted on the lake.

**b. DOCKS AND PIERS:**

1. No dock or pier shall extend more than 25 feet out into the lake from the existing natural shoreline except such piers or docks that may be erected by Woodland Lake Improvement Association in the common areas. The Board of Directors, at their discretion, may consider an extension of a dock or pier, which in no case shall extend more than 30' from existing natural shoreline if a lot owner can demonstrate need due to boat size. No such exception shall be granted if said dock extension restricts waterway traffic, access, or egress to any other lot owners' property.

2. All lot owners proposing to construct new or repair existing piers or docks shall submit detailed plans to the Woodland Lake Board of Directors for review and approval before any construction begins. The Board shall have sole approval discretion as to pier or dock size, suitability, orientation and location. No pier or dock that encroaches upon access or egress to adjoining lot owners shall be approved.

3. Any dock or pier construction or repair begun before written approval by the Board of Directors and found to be in violation of any restrictive covenant concerning docks and piers shall upon written direction by the Board of Directors, said violation shall be brought into compliance or removed from Woodland Lake at the expense of the lot owner within 30 calendar days from date of notice of non-compliance.

4. No common area pier or dock shall be used to moor or store any lot owner boat.

5. No pier or dock shall be constructed of empty oil drums or similar non-galvanized containers. Flotation materials must be Styrofoam or equivalent and approved by the Board of Directors.

6. All docks and piers shall be maintained in good repair.

7. No dock, pier, boathouse, or similar structure shall include a privy, living or sleeping quarters.

**c. FLOATING DOCKS:**

Used for swimming, sunbathing or other recreation purposes, not secured to the bank or shoreline, but anchored independently in the lake shall conform to the maximum extension of 25 feet from bank or shorelines, except such piers or decks that may be erected by the Woodland Lake Improvement Association in the common areas. Such floating docks shall use Styrofoam or its equal as floating material. All private docks shall be the liability of the owners of said dock and not The Woodland Lake Association, Inc.

**d. FISHING:**

1. Mississippi Game and Fish Commission Laws will govern except: Trotline and Yoyo's fishing will be allowed under the following conditions.
  - a. A maximum of 50 hooks per membership
  - b. One or more trotlines may be put out, but no more than 50 hooks in total.
  - c. Trot lines and Yoyo's must be tagged with name and lot number of owner.
  - d. Trot lines and Yoyo's shall not be tied to another person's private dock.
  - e. Trot lines and Yoyo's must have at least 6 feet of cotton cord on one end.
  - f. Trot line, Yoyo's or jugs may be put out one hour before sunset, and be removed from the lake one hour after sunrise.
  - g. Any trotlines, jugs, or Yo-Yo's left in the lake after the time limit has expired may be confiscated by the Association.

**e. FIREARMS:**

A shotgun with birdshot may be used to kill snakes and beavers. No rifle or pistols are permitted on the lake.

**f. COMMON RULES:**

1. No boat shall make a wake.
2. No member or guest shall discard any trash into lake including, but not limited to bottles, cans, bait containers, building materials, cigarette butts, etc.
3. The clubhouse/Pavilion is for the use of property owners, renters, and their immediate family. The use of these facilities is on a first-come basis. All persons using the Clubhouse/Pavilion shall read and sign the agreement and make a \$100.00 deposit. (50% of the deposit will be returned upon approved maintenance of the facility.)
4. Please, follow directions from the patrol person in the patrol boat.
5. All visitors need guest ID.
6. No motorized vehicles on the Dam or Spillway, except for maintenance equipment.
7. Jon Boat Landing - The Jon Boat Landing (JBL), adjacent to the pavilion, is for member-only boats, based on availability and criteria set forth by the Board of Directors. Members using the JBL



will pay a \$25 cleaning and maintenance charge for each term (March 1st thru December 31st) their boat occupies a Jon Boat Landing slip. The amount of this charge is subject to change by the Board of Directors.

All boats must be removed each year, from January 1st thru February 28th, for cleaning and maintenance of the Jon Boat Landing.

**g. RULE VIOLATION:**

1. Should lake patrol or any association member observe any violation in Section "D" Use of Lake, they shall notify the President or any Board Member of the violation, including, if possible, the lot number, date and approximate time. The President or Board Member shall notify the Secretary/Treasurer of the information, and he shall write the lot owner of the facts and give a warning for a first-time offense, a \$25.00 fine for the second offense, a \$50.00 fine for a third offense and \$100.00 fine for any subsequent violation during any given fiscal year. Violation fines assessed to a lot owner must be paid within 30 days or the lot owner will be considered "not in Good Standing" and forfeit association voting and all lake privileges until paid. All collection cost shall be paid by offending lot owner.

**PART E. MAINTENANCE COMMITTEE:**

1. Each lot owner in Woodland Lake Subdivision shall pay into the Woodland Lake Improvement Association fund an Annual Maintenance Fee in the amount as set forth in the By-Laws Article VII, Section 2. Except for lots 245, 246, and 247.

This annual assessment shall be a lien on the property so assessed and shall be collected by proper action at law. The Directors shall keep accurate current records of assessments and collections. The annual assessment may be changed by vote of a majority of the lot owners present at any annual or special called meeting. Each lot owner shall have one vote on the question of change of assessment amount. Lots shall always bear equal assessments. Such assessments shall not be deemed dues of the Association.

2. Woodland Lake Improvement Association, Inc. shall hold title to the lake, dam, dam site, and common property in the subdivision, in trust, however, for the use and benefit of the property owners in the subdivision, and in the event of dissolution of the corporation, the property of the corporation shall revert to and re-vest in the lot owners of the corporation.

3. All plans and specifications for new or future construction of every type, including buildings, piers, fences, and walls shall be approved in writing before construction by the Board of Directors. The Directors may designate a representative to act for them. In the event the Board of Directors or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required

and the related covenants shall be deemed to have been fully complied with. If the plans and specifications submitted to the Board of Directors or its representative, conform to all of the requirements of Part C. Building Covenants, and the Board of Directors or its representative must approve them writing. Project Approval Form must be filled out completely and submitted to the Board for Approval see form on page 34 and website.

**4. Dam/Spillway:**

1. Annual inspection required with results filed with Department of Environmental Quality.
2. Inspect every sixty (60) days or after a heavy rainfall. Fill out a report and file in logbook in the building.
3. Have an engineer inspect Dam and Spillway every three (3) years in the quarter determined by the Department of Environmental Quality. Engineering Fees for required state inspection shall be paid from the Dam/Spillway Maintenance Account not to exceed \$2,500.00 per inspection unless amended by Association members voted at an annual or special meeting.
4. Keep grass cut on the Dam and common areas.
5. No motorized vehicles on the Dam or Spillway, except for maintenance.
6. Keep channel free of debris.
7. Yearly disbursements from Dam Maintenance Account for yearly cost of minor erosion, weed control and spillway maintenance not to exceed \$1,500.00 per annum, unless amended by Association members voted at an annual or special meeting.

**PART F-MISCELLANEOUS:**

1. No lot in the subdivision shall be subdivided.
2. The owner of Lot No. 1 will be permitted to construct a permanent type combination store and living quarters, and to sell any merchandise he may desire so long as the owner abides by all local and state laws. No dance hall or honky-tonk will be permitted.
3. No noxious or offensive trade or activity shall be carried on upon any lot or common areas in Woodland Lake Subdivision, nor shall anything be done there upon which may be or become an annoyance or nuisance to the neighborhood. The use of abusive or obscene language will not be permitted on the lake.
4. The use of any area for his accumulation of used discarded or worn-out materials or manufactured products, which may or may not be reusable or salable is expressly prohibited. No garbage or refuse shall be dumped on any lot at anytime.
5. Barr-Jones Company, or its successors, reserves fifty percent {50%} of all mineral rights to said subdivision.

6. These restrictions shall be binding upon all parties owning property in the subdivision. For a period of twenty-five {25} years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten {10} years unless an instrument approved by a majority of the then owners of the lots in the subdivision, at an annual meeting or special called meetings has been recorded, agreeing to change said covenants in whole or in part. These covenants and restrictions may be changed or amended only by a majority of members present at an annual or special called meeting. **{Refer to ARTICLE III SECTION II of the By-Laws}**

7. Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

8. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

9. The Secretary should be notified of any changes in the mailing address of present owners.

10. IN THE EVENT PROPERTY IS TRANSFERRED OR SOLD, THIS DOCUMENT SHOULD BE TRANSFERRED TO THE NEW OWNERS AND THE SECRETARY OF THE ASSOCIATION SHALL BE NOTIFIED OF SUCH ACTION.

11. Rental property must be maintained per Woodland Lake Restrictive Covenants and lot owner shall be held liable for all relief or remedy set forth in Part F.- Item 8 or other applicable Restrictive Covenants for violations by renters.

a. Property owners must notify the Association within 10 days of occupancy that property has been rented including name of tenants and term of rental. Owner shall be responsible to keep grass cut and yards clean to the satisfaction of the Association Membership.

b. All renters must have a current Woodland Lake Association ID Badge when using the lake. Renters shall observe all Woodland Lake Restrictive Covenant Rules and Regulations while engaged in "Use of Lake" activities.

c. Property owner is responsible for all renters and will be held liable for any damages or fines incurred by the renter. Property owner is responsible for any pets left behind when the tenant vacates the property.

d. All short-term renters shall not use or enjoy the common areas and lake. Short-term renters are defined as anyone who rents a Woodland Lake lot for less than 30

consecutive days at a time.

## **Amendments to Restrictive Covenants in chronological order (date of amendments follows amendment)**

1. The covenant as approved on a special meeting on September 19, 1976 and recorded in September 1978 shall become a part of the rules and regulation and restrictive covenants, and all amendments recorded hereafter.

**June 12, 2001 These changes were made at the Annual Meeting by a majority of the members present. Filed Nov 20, 2001 Book 0404 Page 0121 State of Mississippi DeSoto County**

### **PART C BUILDING COVENANTS**

2. One-bedroom 1000 square feet. Two-bedrooms 1250 squarefeet.

### **PART D. USE OF LAKE**

Item 1. Woodland Lake shall be used only by the property owners and their guests. Lot owners and their immediately family do not need guest badges. They must be in a boat marked with 3" letters and lot numbers on both sides of boat. Guests, if not accompanied by the property owner must have a guest badge visible.

### **PART D. USE OF LAKE**

#### **a. Boats and Motors**

Item 2. No inboard and outboard motor having in excess of 9.9 HP motor with a written statement, stating that motor has been reduced to a 6 HP shall be permitted. Boats exceeding the 9.9 HP shall be asked to leave immediately.

### **PART D. USE OF LAKE**

#### **f. Common Rules**

1. No boat shall make a wake.
2. No member or guest shall discard any trash into lake including, but not limited to bottles, can, bait containers, building material, etc.

### **PART D. USE OF LAKE**

#### **g. Rule Violation**

Should lake patrol or any member observe any violation in section "D" USE OF LAKE, they shall notify the President or any Board Member of the violation, including, if possible, the lot number, date and approximate time. The President or Board Member shall notify the Secretary / Treasurer the information, and he shall write the lot owner of the facts and give a warning for the first offence, and a \$25.00 fine for all violations thereafter.

**June 5, 2010 These changes were made at the Annual Meeting by a majority of the members present.**

#### **PART D. USE OF LAKE**

##### **g. Rule Violation**

Should lake patrol or any association member observe any violation in Section "D" Use of Lake, they shall notify the President or any Board Member of the violation, including, if possible, the lot number, date and approximate time. The President or Board Member shall notify the Secretary/Treasurer of the information, and he shall write the lot owner of the facts and give a warning for a first-time offense, a \$25.00 fine for the second offense, a \$50.00 fine for a third offense and \$100.00 fine for any subsequent violation during any given fiscal year. Violation fines assessed to a lot owner during a fiscal year must be paid not later than May 1st or the lot owner will be considered "not in Good Standing" and forfeit association voting privileges until paid. All collection cost shall be paid by offending lot owner.

#### **PART F. MISCELLANEOUS**

12. Rental property must be maintained per Woodland Lake Restrictive Covenants and lot owner shall be held liable for all relief or remedy set forth in Part F.- Item 8 or other applicable Restrictive Covenants for violations by renters.

Property owners must notify the Association within 10 days of occupancy that property has been rented including name of tenants and term of rental. Owner shall be responsible to keep grass cut and yards clean to the satisfaction of the Association Membership.

All renters must have a current Woodland Lake Association ID Badge when using the lake.

Renters shall observe all Woodland Lake Restrictive Covenant Rules and Regulations while engaged in "Use of Lake "activities.

Property owner is responsible for all renters and will be held liable for any damages or fines incurred by the renter. Property owner is responsible for any pets left behind when the tenant vacates the property.

**June 4, 2011 Changes and/or corrections of Handbook approved at Annual meeting  
Filed date August 31, 2011, Book DK W BK 664, Page 101.**

#### **PART E. MAINTENANCE COMMITTEE:**

##### **4. Dam/Spillway:**

1. Annual inspection required with results filed with Department of Environmental Quality.
2. Inspect every sixty (60) days or after a heavy rainfall. Fill out a report and file in logbook in the building.
3. Have an engineer inspect Dam and Spillway every three (3) years in the quarter determined by the Department of Environmental Quality. Engineering Fees for required state inspection shall be paid from the Dam/Spillway Maintenance Account not to exceed \$2,500.00 per inspection unless amended by Association members voted at an annual or special meeting.
4. Keep grass cut on the Dam and common areas.
5. No motorized vehicles on the Dam or Spillway, except for maintenance.

6. Keep channel free of debris.

**June 2, 2012 At the Annual Meeting voted to make these changes with a majority of paid-up members of the association for the purposed at which a quorum as heretofore defined is present. Filed September 2012, BK**

**PART D. USE OF LAKE**

**g. Rule Violation**

1. Should lake patrol or any association member observe any violation in Section "D" Use of Lake, they shall notify the President or any Board Member of the violation, including, if possible, the lot number, date and approximate time. The President or Board Member shall notify the Secretary/Treasurer of the information, and he shall write the lot owner of the facts and give a warning for a first-time offense, a \$25.00 fine for the second offense, a \$50.00 fine for a third offense and \$100.00 fine for any subsequent violation during any given fiscal year. Violation fines assessed to a lot owner must be paid within 30 days or the lot owner will be considered "not in Good Standing" and forfeit association voting and all lake privileges until paid. All collection cost shall be paid by offending lot owner.

**PART E. MAINTENANCE COMMITTEE:**

3. All plans and specifications for new or future construction of every type, including buildings, piers, fences, and walls shall be approved in writing before construction by the Board of Directors. The Directors may designate a representative to act for them. In the event the Board of Directors or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. If the plans and specifications submitted to the Board of Directors or its representative, conform to all of the requirements of Part C. Building Covenants, and the Board of Directors or its representative must approve them in writing. Project Approval Form must be filled out completely and submitted to the Board for Approval see form on page 32.

**June 1, 2013 At the Annual Meeting voted to make these changes with a majority of paid-up members of the association for the purposed at which a quorum as heretofore defined is present. Filed August 2013.**

**PART E. MAINTENANCE COMMITTEE:**

**4. Dam/Spillway**

7. Yearly disbursements from Dam Maintenance Account for yearly cost of minor erosion, weed control and spillway maintenance not to exceed \$1,500.00 per annum, unless amended by Association members voted at an annual or special meeting.

**June 6, 2015 At the Annual Meeting voted to make changes with a majority of paid-up members of the association for the purposed at which a quorum as hereto fore defined is present filed July 2015. Filed at DeSoto County Court House July 2015**

**PART E. MAINTENANCE COMMITTEE:**

**4. Dam/Spillway:**

1. Annual inspection required with results filed with Department of Environmental Quality.
2. Inspect every sixty (60) days or after a heavy rainfall. Fill out a report and file in logbook in the building.
3. Have an engineer inspect Dam and Spillway every three (3) years in the quarter determined by the Department of Environmental Quality. Engineering Fees for required state inspection shall be paid from the Dam/Spillway Maintenance Account not to exceed \$2,500.00 per inspection unless amended by Association members voted at an annual or special meeting.
4. Keep grass cut on the Dam and common areas.
5. No motorized vehicles on the Dam or Spillway, except for maintenance.
6. Keep channel free of debris.
7. Yearly disbursements from Dam Maintenance Account for yearly cost of minor erosion, weed control and spillway maintenance not to exceed \$1,500.00 per annum, unless amended by Association members voted at an annual or special meeting.

**PART D. USE OF LAKE**

3. WL Boat Stickers with current year must be placed on both sides of all fishing and pontoon boats adjacent to 3" minimum WL (\*\*) (Lot No.) identification numbers not later than May 1st each year. Any boat not displaying Current Year Stickers and Lot ID by May 1st each year shall forfeit lake privileges until boats are in compliance with this covenant.

**June 4, 2016 At the Annual Meeting voted to make these changes with a majority of paid-up members of the association for the purposed at which a quorum as heretofore defined is present. To change wording on page 30**

**PART D. USE OF LAKE**

Woodland Lake shall be used only by "paid up" property owners and their guests. Guests if not accompanied by property owner, must have in their possession a current year I.D. card visible or present it when requested by Lake Patrol or other Woodland Lake official. In all Woodland Lake common areas, guests not accompanied by "paid up" property owner shall be limited to not more than 2 guests per valid, current year I.D. card present. Property owners using common areas shall also present a valid, current year I.D. card when requested to assist Lake Patrol in identification of unauthorized guests, non-property owners and "Non-paid up" property owners.



**June 3, 2017 At Annual Meeting voted to make these changes with a majority of paid-up members of the association for the purposed at which a quorum as heretofore defined is present. To add wording on page 31.**

**PART D. USE OF LAKE**

4.Children 15 years of age and younger shall be accompanied at all times by a parent, guardian or competent adult when swimming or boating. "SWIM AT YOUR OWN RISK!!"

**PART D. USE OF LAKE**

**b. DOCKS AND PIERS:**

1. No dock or pier shall extend more than 25 feet out into the lake from the existing natural shoreline except such piers or docks that may be erected by Woodland Lake Improvement Association in the common areas. The Board of Directors, at their discretion, may consider an extension of a dock or pier, which in no case shall extend more than 30' from existing natural shoreline if a lot owner can demonstrate need due to boat size. No such exception shall be granted if said dock extension restricts waterway traffic, access, or egress to any other lot owners' property.

2. All lot owners proposing to construct new or repair existing piers or docks shall submit detailed plans to the Woodland Lake Board of Directors for review and approval before any construction begins. The Board shall have sole approval discretion as to pier or dock size, suitability, orientation and location. No pier or dock that encroaches upon access or egress to adjoining lot owners shall be approved.

3. Any dock or pier construction or repair begun before written approval by the Board of Directors and found to be in violation of any restrictive covenant concerning docks and piers shall upon written direction by the Board of Directors, said violation shall be brought into compliance or removed from Woodland Lake at the expense of the lot owner within 30 calendar days from date of notice of non-compliance.

4.No common area pier or dock shall be used to moor or store any lot owner boat.

5. No pier or dock shall be constructed of empty oil drums or similar non-galvanized containers. Flotation materials must be Styrofoam or equivalent and approved by the Board of Directors.

6. All docks and piers shall be maintained in good repair.

**June 2, 2018 At the Annual Meeting voted to make these changes with a majority of paid-up members of the association for the purposed at which a quorum as heretofore defined is present. Filed 2018, BK**

**Part D. Use of the Lake:**

**f. Common Rules:**

7. Jon Boat Landing - The Jon Boat Landing (JBL), adjacent to the pavilion, is for member-only boats, based on availability and criteria set forth by the Board of Directors. Members using the JBL will pay a \$25 cleaning and maintenance charge for each term (March 1st thru December 31st) their boat occupies a Jon Boat Landing slip. The amount of this charge is subject to change by the Board of Directors.

All boats must be removed each year, from January 1st thru February 28th, for cleaning and maintenance

of the Jon Boat Landing.

**The members pursuant to statute and the results of the voting on the amendments to the Woodland Lake Improvement Association, Inc. Restrictive Covenants and Bylaws were adopted at the most recent annual meeting dated June 3, 2023.**

**PART C. BUILDING COVENANTS**

Lot owners shall be required to submit an erosion control plan the Board of Directors for review and approval before any excavation, grading or major soil disturbance within 50' of natural shoreline or elevated embankment of Woodland Lake. The Board of Directors must approve erosion control plan before any construction begins. The Board, at its discretion, may require lot owner to provide erosion control plans and specifications designed by a Mississippi licensed civil engineer before approval. The lot owner shall pay all engineering cost.

**June 1, 2019 At the Annual Meeting voted to make these changes with a majority of paid-up members of the association for the purposed at which a quorum as heretofore defined is present. Filed 2019, BK901, Page 464**

**PART C. BUILDING COVENANTS**

6. Lot owners shall be required to submit an erosion control plan the Board of Directors for review and approval before any excavation, grading or major soil disturbance within 50' of natural shoreline or elevated embankment of Woodland Lake. The Board of Directors must approve the erosion control plan before any construction begins. Desoto County Mississippi erosion control statutes shall be the minimum required. The Board, at its discretion, may require lot owner to provide erosion control plans and specifications designed by a Mississippi licensed civil engineer before approval. The lot owner shall pay all engineering cost.

**PART D. USE OF LAKE**

**a. BOATS AND MOTORS:**

1. No inboard or outboard motor having in excess of a 9.9 HP motor shall be permitted. Boats exceeding the 9.9 HP shall be asked to leave immediately.

**b. DOCKS AND PIERS:**

7. No dock, pier, boathouse or similar structure shall include a privy, living or sleeping quarters.

**September 5, 2020 At the Annual Meeting voted to make these changes with a majority of paid-up members of the association for the purposed at which a quorum as heretofore defined is present. Filed 2020, BK 938, Page 512**

**f. COMMON RULES:**

3. The clubhouse/Pavilion is for the use of property owners, renters, and their immediate family. The use of these facilities is on a first-come basis. All persons using the Clubhouse/Pavilion shall read and sign the agreement and make a \$100.00 deposit. (50% of the deposit will be returned upon approved maintenance of the facility.)

**June 05, 2021 At the Annual Meeting voted to make these changes with a majority of paid-up members of the association for the purposed at which a quorum as heretofore defined is present. Filed 2021, to be added to the Bylaws filed on October 8, 2019 with the Mississippi Secretary of State's Office**

**PART C. BUILDING COVENANTS:**

1. No lot shall be used except for residential purposes, except Lot 1. No building shall be erected, altered, placed, or permitted to remain on any other lot other than one detached single-family dwelling not to exceed two- and one-half stories in height and a private garage for no more than three cars. Lot No.1 may be a combination store and residence.
  - a. Garages may be attached or detached

- b. Detached garage construction must equal or compliment residential structure and shall not include any provision for living or sleeping quarters. All setback or other applicable provisions in these restrictive covenants shall apply.
- c. At the sole discretion of the Board of Directors, a detached garage conforming to (b) above may be permitted on an adjoining lot held by the same owner or owners.
- d. Woodland Lake lots having adequate water frontage, with or without a residential structure, may be permitted to construct docks, piers, or boat houses so long as such structures conform to all applicable restrictions set forth elsewhere in these restrictive covenants. No privies, living or sleeping quarters shall be permitted in docks, piers, or boathouses.

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**Part F Miscellaneous 12.**

- a. All short-term renters shall not use or enjoy the common areas and lake. Short-term renters are defined as any one who rents a Woodland Lake lot for less than 30 consecutive days at a time

**June 3,2023 The members pursuant to statute and the results of the voting on the amendments to the Woodland Lake Improvement Association, Inc. Restrictive Covenants and Bylaws were adopted at the most recent annual meeting dated June 3, 2023.**

**Part D. Use of the Lake:**

**f. Common Rules:**

7. Jon Boat Landing - The Jon Boat Landing (JBL), adjacent to the pavilion, is for member-only boats, based on availability and criteria set forth by the Board of Directors. Members using the JBL will pay a \$25 cleaning and maintenance charge for each term (March 1st thru December 31st) their boat occupies a Jon Boat Landing slip. The amount of this charge is subject to change by the Board of Directors.

All boats must be removed each year, from January 1st thru February 28th, for cleaning and maintenance of the Jon Boat Landing.

**BY-LAWS**  
**OF**  
**WOODLAND LAKE IMPROVEMENT ASSOCIATION INC.**  
**(As Amended)**

These by-laws may be altered or amended by a vote of a majority of "paid-up" members of the association, at any annual or special meeting for the purpose at which a quorum, as heretofore defined, is present.

**ARTICLE I**

**POWERS AND PURPOSES**

**SECTION 1. GENERAL:** The purpose of this corporation shall be to encourage and promote the general civic improvement and development of Woodland Lake Subdivision in DeSoto County; Mississippi. The powers of this corporation are those set out in its Charter. The provisions of the Charter shall control in the event of any conflict between said provisions and any part of the by-laws.

**SECTION 2. MANAGEMENT OF PROPERTY:** The corporation shall hold title to the lake, dam, dam site, common areas and other common property, in the subdivision, in trust, however, for the use and benefit of the property owners in the subdivision, and in the event of the dissolution of the corporation shall revert to and become the property of the lot owners in the subdivision, The corporation shall exercise the rights and powers conferred upon non-profit corporation by chapter 4, Title 21, Mississippi Code of 1942, Annotated, and amendments thereto.

**ARTICLE II**

**MEMBERS**

Any person, firm, association, corporation now, or hereafter, owning a lot or lots in the subdivision is eligible to be a member of this corporation. Each lot owner as hereafter defined, and whose current maintenance assessment is paid in full at the time, shall be entitled to one vote per lot in the election of Directors and any other matter before a meeting of the members. A lot owner is defined as each person, corporation, or association owning fee simple title to a lot or lots in the subdivision. Each owner of a lot shall have a proportionate share of the common property of the lake. Each owner of a lot shall be entitled to one vote for each lot owned so long as the current maintenance assessment has been paid in full. Where the ownership of a lot or lots is held by more than one person jointly, as tenants in common, tenants by the entirety, or as joint tenants, such tenants shall have only one undivided vote per

lot. All members are subject to the By-Laws and Restrictive Covenants as amended from time to time.

### **ARTICLE III**

#### **MEETING OF MEMBERS**

**SECTION 1. ANNUAL MEETINGS:** The annual meeting of the members of this corporation shall be held during the first week of June of each year hereafter; at a time and place to be determined by the Board of Directors. These by-laws and Restrictive Covenants may be altered or amended by a majority of "paid up" members of the association, at any annual or special meeting for that purpose at which a quorum, as heretofore defined, is present.

**SECTION 2. SPECIAL MEETINGS:** Special meetings of the members of the corporation may be called from time to time by the Board of Directors or upon petition of no less than 20% of the members of the Corporation. The members shall receive no less than seven day's notice of any special meeting, beginning with the date of mailing the notices. Notice by mail to the usual mailing address shall be sufficient notice. If a petition with the required number of signers is presented to the Board of Directors requesting call of a special meeting of the members, it shall be mandatory upon The Board of Directors to call such meeting for the purpose stated in the petition at the earliest time and place, provided no less than seven days' notice shall be given the members as provided above. Every call for a special meeting must state the matters to be considered at such meeting and only the matters named in the notice may be considered at such meeting.

**SECTION 3. QUORUM:** At all meetings of the members 25 % of the total votes eligible to be cast shall constitute a quorum and a majority of the quorum shall decide any question at all meetings, including the question of change of lot assessments. Written proxies shall be counted on quorum and on all matters considered at meetings of the members. Ballots will be distributed and handled confidentially.

**SECTION 4. ORDER OF BUSINESS:** The order of business at the meetings, as far as practical, shall be:

1. Call to order.
2. Proof of quorum.
3. Reading and action on any unapproved minutes.
4. Election of Directors.
5. Unfinished business.
6. New business.
7. Adjournment.

**SECTION 5. PROPOSED AMENDMENTS:** Any proposed amendment or addition to these covenants and bylaws that does not receive majority approval at an Annual Meeting shall not be added again to another agenda for an Annual Meeting for a period of 2 years. Any proposed amendment or addition that contains a same or similar subject-matter will be deemed to be the same proposed amendment and, as such, shall be under this same 2- year restriction. This bylaw does not apply to items brought during a Special Meeting

## ARTICLE IV

### BOARD of DIRECTORS

**SECTION 1. MEMBERS:** The Board of Directors shall consist of seven (7) land owners in the subdivision and shall be elected by the members of the corporation at the annual meeting of the members for a term of three {3} years, or until their successors have been elected. Owners of a factional interest or a joint owner may serve as directors. Terms of Directors shall be staggered so that two (2) directors per year shall be elected for a three (3) year term. Exception; three directors shall be elected per year when the 7th director (3) year terms cycles.

**SECTION 2. DIRECTORS MEETINGS:** The Board of Directors shall meet following the annual meeting of the members at a place designated by them, and shall meet as often as they may fix by resolution. Special meetings of the Directors may be called by the President from time to time, and shall be called at the request of three members of the Board. No less than one day's notice shall be given to the Directors before call of any special meeting unless notice is waived. Any business may be transacted at a regular or special meeting.

**SECTION 3. DISCHARGE OF DIRECTORS:** Any member of the Board of Directors may be discharged in the discretion of the Directors, with or without cause, at any regular special meeting. Any Director may be discharged by the members of the Corporation at any special meeting called for that purpose and the members may immediately elect the successor of any Director so discharged to serve the remainder of the term.

**SECTION 4. VACANCIES:** When a Director ceases to own land in the subdivision his office shall be immediately vacated. Vacancies in the Board of Directors, created other than by vote of the members, shall be filled by a majority vote of the remaining Directors and the new Director shall fill the vacancy until the next annual meeting of the members. The members shall then confirm an appointed director, or elect at large a director to fill remainder of vacated three (3) year term.

**SECTION 5. QUORUM:** A majority of the members of the Board of Directors shall constitute a quorum, and no less than a majority of Directors present must concur on all final votes on matters considered.

**SECTION 6. COMPENSATION:** The members of the Board of Directors shall receive no compensation for their services as members of the Board, but may receive a reasonable per diem to cover necessary expenses while engaged in the business of the corporation.

**SECTION 7. ABSENTEEISM:** Any Board member who misses two {2} consecutive meetings without good cause or notification shall be contacted in writing by the Secretary and asked if they wish to continue as a member of the Board and thereby notified of their removal from the Board if they miss (3) consecutive meetings.

## **DUTIES AND POWERS OF DIRECTORS**

**SECTION 1. SUPERVISION:** The Board of Directors shall have general supervision and control of the affairs of the corporation and shall make all rules and regulations consistent with law, the charter of incorporation, and these by-laws including the restrictive covenants for the management of the business and guidance of the employees and agents of the corporation. The Directors shall have the active management. Any unbudgeted expenses in excess of \$2,500.00 must be brought before the members of the Association to be voted on by them either at the annual meeting or a special meeting.

**SECTION 2. PERSONNEL:** The Board of Directors shall have the power to employ, dismiss, or to authorize the employment and dismissal of such employees as may be deemed necessary and to fix their compensation.

**SECTION 3. BONDS, DEPOSITORIES:** The Board of Directors may require any of the employees or agents of the corporation charged with responsibility for any of its funds, to give adequate bond. The Board of Directors shall select one or more banks to serve as depositories of the funds of the corporation and shall determine the manner of receiving, depositing and disbursing such funds. All checks will be co-signed by the President or Vice President and the Treasurer.

**SECTION 4. SHALL NOT ENCUMBER PROPERTY:** The Board of Directors shall not have the authority to mortgage, encumber, hypothecate or pledge as security any of the assets of the corporation, but may expend the funds of the corporation as herein provided.

**SECTION 5. INVESTMENTS:** The Board of Directors shall have the power to invest any funds of the corporation not needed for current expenses in their discretion.

**SECTION 6. REPRESENTATIVE:** The Board of Directors is authorized to designate a representative to act for it in the approval of plans and specifications for new or future construction in the subdivision, as provided in Part E, section 4, of the amended Woodland Lake Restrictive Covenants, as shown on Plat Book 1, Pages 15a, 15b, 15c in the Office of the Chancery Clerk of DeSoto County, Mississippi.



**SECTION 7. OTHER POWERS:** The Board of Directors shall have the power and right to do any and all acts, which they deem conducive to furthering the purposes for which this corporation is formed, in so far as they are consistent with law and Charter of Incorporation, and these by-laws.

**SECTION 8. EMERGENCY ACTION PLAN:** Shall be kept up to date as required and revised at least once a year. Any changes are to be reported to the DEQ, County Offices, and the Eudora Fire Department. An overview of the Emergency Action Plan is to be covered at the annual meeting of the members of the association.

## **ARTICLE V**

### **OFFICERS**

**SECTION 1. NUMBER:** The officers of the corporation shall be comprised of paid-up members of the Association. Officer positions shall be a President, one Vice-President, and a Secretary-Treasurer and all shall be members of the Board of Directors.

**SECTION 2. ELECTION:** All officers of the Corporation shall be elected by the Board of Directors and, if also Directors, shall receive no compensation for their duties. Officers shall hold office for a term of one year, unless sooner removed, and until their successors have been elected.

**SECTION 3. REMOVAL:** The Board of Directors may remove any officer by a majority vote of the entire Board at any meeting of the Board, with or without cause.

## **ARTICLE VI**

### **DUTIES OF OFFICERS**

**SECTION 1. PRESIDENT:** The president shall preside at all meetings of the members and directors. He/she may, and upon demand as herein provided, shall call special meetings of the members and directors.

**SECTION 2. VICE-PRESIDENT:** The vice-president shall serve in the absence of or disability of the president.

**SECTION 3. SECRETARY-TREASURER:** The Secretary-Treasurer shall keep a complete record of all meetings of the members and the Board of Directors. He/she shall have general charge and supervision of the books and records of the corporation, as may be prescribed by the Board of Directors. The books and records of the corporation shall be open for inspection by the members at any reasonable time. He/she shall make all reports required of him/her by the Directors and shall keep the Directors informed as to the financial affairs of the corporation as they may require. He/she shall present all association correspondence for Board of Directors to review at monthly meetings or more often as required and report the disposition of same and

shall affirm any and all records which may be prepared by others.

1. The books and records of the corporation shall be open for inspection by the members at a reasonable time and location specified by the corporation. Written notice to the Board shall be required of any member requesting such inspection and shall be scheduled at an agreed-upon time and place not more than 30 calendar days from the date of the request.

Pursuant to Miss. Code 1972 Ann Subsection 79-11-285:

(3) A member may inspect and copy the records identified in subsection (2) of this section only if:

(a) The member's demand is made in good faith and for a proper purpose;

(b) The member describes with reasonable particularity the purpose and the records the member desires to inspect; and

(c) The records are directly connected with this purpose.

2. The corporation may impose a reasonable fee for labor and materials for any records provided to members not to exceed the actual cost of production.

## ARTICLE VII

### FINANCES

**SECTION 1. AUDITS:** The Board of Directors shall cause an audit or compilation to be made by a CPA every three years of the finances of the corporation, and shall make a written report to the members of the Association at the annual meeting, and more often if required by the Directors.

**SECTION 2. ANNUAL MAINTENANCE FEE ASSESSMENT:** The Board of Directors shall direct the Secretary-Treasurer to assess each property owner in Woodland Lake Subdivision an annual Fee to be paid into the Woodland Lake Improvement Association fund in the amount of \$210.00 per lot. \$130.00 of each maintenance fee shall be placed in the general fund to be used for annual maintenance of the dam, dam site, common docks, piers, and other common property owned by property owners in the subdivision. \$80.00 of each maintenance fee shall be placed in a separate interest-bearing account to be used for dam and spillway repairs and/or construction. The date for payment of the annual maintenance fee shall not be later than May 1st of each year. The Board of Directors of Woodland Lake Improvement Association may give 60 days' notice by letter to each property owner in advance of the collection date stating the amount of assessment, but failure to give such notice shall not void the debt or lien. Assessment not paid when due shall bear 12 % interest per annum plus a late penalty of \$10.00. The amount of the Annual Maintenance Fee may be amended by a quorum vote of paid-up members of Woodland Lake Improvement Association at any Annual or Special meeting called for such purpose. Lots 245, 246, 247 are exempt from maintenance assessment.

**SECTION 3. NON-PAYMENT OF MAINTENANCE FEE:**

1. Board of Directors shall direct the Secretary-Treasurer to file liens on all property owners, whose maintenance fees have not been paid by May 1st, and charge a penalty of \$10.00 plus 12% interest from May 1st of the year the assessment is due until paid. The property owners shall bear the expense of preparation, filing, and release fees for filing any lien. Maintenance Fees more than 24 months past due shall be placed for collection and should a suit be necessary, the owner or owners shall be charged all costs including, but not limited to, collections fees, attorney fees, court cost and appeal fees, etc.

1a. NOTICE: Be advised that any lien filed for nonpayment of Woodland Lake Improvement Association annual maintenance fees, special assessments and accrued finance charges, collection cost, attorney fees and court cost will be a real estate lien on the Woodland Lake Lot as described and recorded by the Desoto County Tax Assessor in the Woodland Lake Subdivision in Desoto County Mississippi.

2. Lot owners whose Annual or Special Maintenance Fees are past due shall forfeit all use of lake privileges until paid in full.

**ARTICLE VIII**

**FISCAL YEAR**

The fiscal year of the corporation shall begin on the first day May, and the financial year shall end on April 30 of the following year.

## **Amendments to Woodland Lake By-Laws in chronological order**

### **(date of amendment above amendment(s))**

These by-laws may be altered or amended by a vote of a majority of "paid-up" members of the association, at any annual or special meeting for the purpose at which a quorum, as heretofore defined, is present.

**June 12, 2001** These changes were made at the Annual Meeting by a majority of the members present. Filed Nov 20, 2001 Book 0404 Page 0121 State of Mississippi DeSoto County

#### **ARTICLE VII. FINANCES**

##### **Section 2. Annual Maintenance Fee Assessment**

Item 2. Delete \$35.00 and add \$100.00

Delete 1 boat and add 2

Change last paragraph to Read: Assessments not paid when due shall bear 12 % interest from May 1st until paid, and a late penalty of \$10.00.

**May 30, 2009** Changes and/or corrections of Handbook approved at Annual meeting. Filed date July 17, 2009, Book 612, Page 337-346.

##### **Section 2. Annual Maintenance Fee Assessment**

The owner of each Lot in Woodland Lake Subdivision will pay into the Woodland Lake Association Fund, per lot, (1) time Assessment of seven hundred dollars (\$700.00) for repair of the Dam in accordance with plans and specifications held by the board of directors for such repair. /This Special Assessment is solely for the purpose of that stated above and in no way effects the regular assessments stated in Part E, Section 2. "Regular Assessments".

All efforts to collect this one (1) time special assessment may be utilized by Woodland Lake Improvement Association, Inc. according to the procedures set forth in the By-Laws and/or the Restrictive Covenants of Woodland Lake Improvement Association, Inc. (effective July 30, 2007)

**June 4, 2011** Changes and/or corrections of Handbook approved at Annual meeting Filed date August 31, 2011, Book DK W BK 664, Page 101.

#### **ARTICLE VII. FINANCES**

##### **Section 2. Annual Maintenance Fee Assessment**

Annual Maintenance Fee Assessment: To read from \$100.00 to \$110.00.

**May 31, 2014 At the Annual Meeting voted to make these changes with a majority of paid-up members of the association for the purposed at which a quorum as heretofore defined is present. Filed at DeSoto County Court House July 2014**

## **ARTICLE VII. FINANCES**

### **Section 1 Audits:**

The Board of Directors shall cause an audit or compilation to be made by a CPA every three years of the finances of the corporation, and shall make a written report to the members of the Association at the annual meeting, and more often if required by the Directors.

**13 June 6, 2015 At the Annual Meeting voted to make these changes with a majority of paid-up members of the association for the purposed at which a quorum as heretofore defined is present.**

## **ARTICLE VII. FINANCES**

### **Section 3. Non-Payment of Maintenance Fees**

**1a. NOTICE:** Be advised that any lien filed for nonpayment of Woodland Lake Improvement Association annual maintenance fees, special assessments and accrued finance charges, collection cost, attorney fees and court cost will be a real estate lien on the Woodland Lake Lot as described and recorded by the Desoto County Tax Assessor in the Woodland Lake Subdivision in Desoto County Mississippi.

**June 4, 2016 At the Annual Meeting voted to make these changes with a majority of paid-up members of the association for the purposed at which a quorum as heretofore defined is present.**

## **ARTICLE VII. FINANCES**

### **Section 2. Annual Maintenance Fee Assessment**

The Board of Directors shall direct the Secretary-Treasurer to assess each property owner in Woodland Lake Subdivision an annual Fee to be paid into the Woodland Lake Improvement Association fund in the amount of \$150.00 per lot. \$110.00 of each maintenance fee shall be placed in the general fund to be used for annual maintenance of the dam, dam site, common docks, piers, and other common property owned by property owners in the subdivision. \$40.00 of each maintenance fee shall be placed in a separate interest-bearing account to be used for dam and spillway repairs and/or construction. The date for payment of the annual maintenance fee shall not be later than May 1st of each year. The Board of Directors of Woodland Lake Improvement Association may give 60 days' notice by letter to each property

owner in advance of the collection date stating the amount of assessment, but failure to give such notice shall not void the debt or lien. Assessment not paid when due shall bear 12 % interest per annum plus a late penalty of \$10.00. The amount of the Annual Maintenance Fee may be amended by a quorum vote of paid-up members of Woodland Lake Improvement Association at any Annual or Special meeting called for such purpose. Lots 245, 246, 247 are exempt from maintenance assessments.

**June 2, 2018 At the Annual Meeting voted to make these changes with a majority of paid-up members of the association for the purposed at which a quorum as heretofore defined is present. Filed 2018, BK**

## **ARTICLE VII. FINANCES**

### **Section 2. Annual Maintenance Fee Assessment**

The Board of Directors shall direct the Secretary-Treasurer to assess each property owner in Woodland Lake Subdivision an annual Fee to be paid into the Woodland Lake Improvement Association fund in the amount of \$160.00 per lot. \$120.00 of each maintenance fee shall be placed in the general fund to be used for annual maintenance of the dam, dam site, common docks, piers, and other common property owned by property owners in the subdivision. \$40.00 of each maintenance fee shall be placed in a separate interest-bearing account to be used for dam and spillway repairs and/or construction. The date for payment of the annual maintenance fee shall not be later than May 1st of each year. The Board of Directors of Woodland Lake Improvement Association may give 60 days' notice by letter to each property owner in advance of the collection date stating the amount of assessment, but failure to give such notice shall not void the debt or lien. Assessment not paid when due shall bear 12 % interest per annum plus a late penalty of \$10.00. The amount of the Annual Maintenance Fee may be amended by a quorum vote of paid-up members of Woodland Lake Improvement Association at any Annual or Special meeting called for such purpose. Lots 245, 246, 247 are exempt from maintenance assessments.

**June 1, 2019 At the Annual Meeting voted to make these changes with a majority of paid-up members of the association for the purposed at which a quorum as heretofore defined is present. Filed 2019, BK901, Page 464**

## **ARTICLE VI. DUTIES OF OFFICERS**

### **Section 3. Secretary/Treasurer:**

The Secretary-Treasurer shall keep a complete record of all meetings of the members and the Board of Directors. He/she shall have general charge and supervision of the books and records of the corporation, as may be prescribed by the Board of Directors. The books and records of the corporation shall be open for inspection by the members at any reasonable time. He/she shall make all reports required of him/her by the Directors and shall keep the Directors informed as to the financial affairs of the corporation as they may require. He/she shall present

all association correspondence for the Board of Directors to review at monthly meetings or more often as required and report the disposition of same and shall affirm any and all records, which may be prepared by others.

1. The books and records of the corporation shall be open for inspection by the members at a reasonable time and location specified by the corporation. Written notice to the Board shall be required of any member requesting such inspection and shall be scheduled at an agreed upon time and place not more than 30 calendar days from the date of the request.

Pursuant to Miss. Code 1972 Ann Subsection 79-11-285:

(3) A member may inspect and copy the records identified in subsection (2) of this section only if:

- a) The member's demand is made in good faith and for a proper purpose;
- b) The member describes with reasonable particularity the purpose and the records the member desires to inspect; and
- c) The records are directly connected with this purpose.

1. The corporation may impose a reasonable fee for labor and materials for any records provided to members not to exceed the actual cost of production.

#### **ARTICLE IV. BOARD OF DIRECTORS**

##### **Section 5. Quorum**

A majority of the members of the Board of Directors shall constitute a quorum, and not less than a majority of Directors present must concur on all final votes on matters considered.

#### **ARTICLE V. OFFICERS**

##### **Section 1. Number**

The officers of the corporation shall be comprised of paid-up members of the Association. Officer positions shall be a President, one Vice-President, and a Secretary-Treasurer and all shall be members of the Board of Directors.

#### **ARTICLE VIII. FISCAL YEAR**

The fiscal year of the corporation shall begin on the first day of May, and the fiscal year shall end on April 30 of the following year.

## **ARTICLE IV. BOARD OF DIRECTORS**

### **Section 7. Absenteeism**

Any Board member who misses two {2} consecutive meetings without good cause or notification shall be contacted in writing by the Secretary and asked if they wish to continue as a member of the Board and thereby notified of their removal from the Board if they miss (3) consecutive meetings.

**September 5, 2020 At the Annual Meeting voted to make these changes with a majority of paid-up members of the association for the purposed at which a quorum as heretofore defined is present. Filed 2020, BK 938, Page 512**

## **DUTIES AND POWERS OF DIRECTORS**

### **Section 1. Supervision:**

The Board of Directors shall have general supervision and control of the affairs of the corporation and shall make all rules and regulations consistent with law, the charter of incorporation, and these by-laws including the restrictive covenants for the management of the business and guidance of the employees and agents of the corporation. The Directors shall have the active management. Any unbudgeted expenses in excess of \$2,500.00 must be brought before the members of the Association to be voted on by them either at the annual meeting or a special meeting.

## **ARTICLE VII. FINANCES**

### **Section 2. Annual Maintenance Fee Assessment**

The Board of Directors shall direct the Secretary-Treasurer to assess each property owner in Woodland Lake Subdivision an annual Fee to be paid into the Woodland Lake Improvement Association fund in the amount of \$170.00 per lot. \$130.00 of each maintenance fee shall be placed in the general fund to be used for annual maintenance of the dam, dam site, common docks, piers, and other common property owned by property owners in the subdivision. \$40.00 of each maintenance fee shall be placed in a separate interest-bearing account to be used for dam and spillway repairs and/or construction. The date for payment of the annual maintenance fee shall not be later than May 1st of each year. The Board of Directors of Woodland Lake Improvement Association may give 60 days' notice by letter to each property owner in advance of the collection date stating the amount of assessment, but failure to give such notice shall not void the debt or lien. Assessment not paid when due shall bear 12 % interest per annum plus a late penalty of \$10.00. The amount of the Annual Maintenance Fee may be amended by a quorum vote of paid-up members of Woodland Lake Improvement Association at any Annual or Special meeting called for such purpose. Lots 245, 246, 247 are exempt from maintenance assessments.



**June 05, 2021 At the Annual Meeting voted to make these changes with a majority of paid-up members of the association for the purposed at which a quorum as heretofore defined is present. Filed 2021, to be added to the Bylaws filed on October 8, 2019 with the Mississippi Secretary of State's Office**

### **ARTICLE III**

#### **MEETING OF MEMBERS**

**SECTION 3. QUORUM:** At all meetings of the members 25 % of the total votes eligible to be cast shall constitute a quorum and a majority of the quorum shall decide any question at all meetings, including the question of change of lot assessments. Written proxies shall be counted on quorum and on all matters considered at meetings of the members. **SECTION 3. QUORUM:** At all meetings of the members 25 % of the total votes eligible to be cast shall constitute a quorum and a majority of the quorum shall decide any question at all meetings, including the question of change of lot assessments. Written proxies shall be counted on quorum and on all matters considered at meetings of the members. Ballots will be distributed and handled confidentially.

**SECTION 5. PROPOSED AMENDMENTS:** Any proposed amendment or addition to these covenants and bylaws that does not receive majority approval at an Annual Meeting shall not be added again to another agenda for an Annual Meeting for a period of 2 years. Any proposed amendment or addition that contains a same or similar subject-matter will be deemed to be the same proposed amendment and, as such, shall be under this same 2- year restriction. This bylaw does not apply to items brought during a Special Meeting.

**June 03, 2023 At the Annual Meeting voted to make these changes with a majority of paid-up members of the association for the purposed at which a quorum as heretofore defined is present.**

**SECTION 2. ANNUAL MAINTENANCE FEE ASSESSMENT:** The Board of Directors shall direct the Secretary-Treasurer to assess each property owner in Woodland Lake Subdivision an annual Fee to be paid into the Woodland Lake Improvement Association fund in the amount of \$210.00 per lot. \$130.00 of each maintenance fee shall be placed in the general fund to be used for annual maintenance of the dam, dam site, common docks, piers, and other common property owned by property owners in the subdivision. \$80.00 of each maintenance fee shall be placed in a separate interest-bearing account to be used for dam and spillway repairs and/or construction. The date for payment of the annual maintenance fee shall not be later than May 1st of each year. The Board of Directors of Woodland Lake Improvement Association may give 60 days' notice by letter to each property owner in advance of the collection date stating the amount of assessment, but failure to give such notice shall not void the debt or lien. Assessment not paid when due shall bear 12 % interest per annum plus a late penalty of \$10.00. The amount of the Annual Maintenance Fee may be amended by a quorum vote of paid-up members of Woodland Lake Improvement Association at any Annual or Special meeting called for such purpose. Lots 245, 246, 247 are exempt from maintenance assessment.



RESOLUTION AUTHORIZING INCORPORATION OF WOODLAND LAKE  
IMPROVEMENT ASSOCIATION

BE IT RESOLVED BY THE MEMBERS OF THE WOODLAND  
LAKE IMPROVEMENT ASSOCIATION AS FOLLOWS:

Section 1: That the Woodland Lake Improvement  
Association of DeSoto County, Mississippi, shall be  
incorporated under the laws of the State of Mississippi  
as a non-profit civic improvement society under the  
corporate name of

"Woodland Lake Improvement  
Association, Incorporated."

Section 2: That W. E. Stemmler, Carl Fritz and  
O. D. Bratton, being three of the members of the associa-  
tion, shall be and they are hereby authorized and directed  
to apply for the charter for this association.

Chancery Clerk, DeSoto County, Miss.

Section 3: That said charter of incorporation shall  
provide substantially as follows:

The purpose of the corporation shall be to encourage  
and promote the general civic improvement and development  
of Woodland Lake Subdivision in DeSoto County, Mississippi.  
All persons owning property in the subdivision shall be  
members of the association. The corporation shall promote  
the general welfare of the subdivision and shall manage the  
property owned in common by the members thereof. The directors  
of the corporation, in such number as affixed by the by-laws  
shall be elected by the property owners in said subdivision  
at the annual meeting and shall serve without compensation.  
The corporation shall hold title to the lake, dam, damsite,  
common areas, in trust, however, for the use and benefit of  
the property owners in said subdivision, and in the event of  
dissolution of the corporation, the property of the corpora-  
tion, shall revert to and become the property of the lot owners  
in the subdivision. The corporation shall exercise the rights  
and powers conferred upon non-profit corporations by Chapter  
4, Title 21, Code of Mississippi of 1942, and amendments there-  
to; however, the Corporation shall have no share of stock;  
shall divide no dividends or profits among its members; shall  
make expulsion the only remedy for non-payment of dues; shall  
vest in each member the right to one vote in the election of  
officers, shall make the loss of membership, by death or  
otherwise, the termination of all interest of such members in  
the corporate assets; and there shall be no individual liabil-  
ities against the members for corporate debts, but the entire  
corporate property shall be liable for the claims of creditors.

Section 4: That the secretary of this association shall  
certify a true copy of this resolution to the Secretary of  
State of Mississippi, evidencing the action of this associa-  
tion contained herein, said resolution to accompany the  
application for the charter.

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by the by-laws, shall be elected by the property owners in said subdivision at the annual meeting and shall serve without compensation. The corporation shall hold title to the lake, dam, dam site, common areas in trust, however, for the use and benefit of the property owners in said subdivision, and in the event of dissolution of the corporation shall revert to and become the property of the lot owners in the subdivision. The corporation shall exercise the rights and powers conferred upon non-profit corporations by Chapter 4, Title 21, Code of Mississippi of 1942, and amendments thereto; however the corporation shall have no share of stock; shall divide no dividends or profits among its members; shall make expulsion the only remedy for non-payment of dues; shall vest in each member the right to one vote in the election of officers; shall make the loss of membership, by death or otherwise the termination of all interest of such members in the corporate assets; and there shall be no individual liabilities against the members for corporate debts, but the entire corporate property shall be liable for the claims of creditors.

The rights and powers that may be exercised by this corporation, in addition to the foregoing are those conferred by Chapter 4, Title 21, Code of Mississippi of 1942 and amendments thereto.

NOTE: IF MORE SPACE IS NEEDED PLEASE DO NOT USE THIS FORM.

DO NOT ATTACH ANY PAPERS TO ANY ARTICLE

Book 74 Page 62

8. Number of shares of each class to be subscribed and paid before the corporation may begin business: {Minimum sum of \$500.00 must be paid in.}

This corporation shall issue no stock.

Signatures: \_\_\_\_\_

O. D. Bratton

Carl Fritz

W. E. Stemmler  
Incorporators

Acknowledgement  
State of Tennessee }  
County of Shelby }

This day personally appeared before me, the undersigned authority, O. D. Bratton

CORPORATION RECORD BOOK NO. 2, DeSOTO COUNTY, Miss.

This Document was approved by W. E. Wilroy, Jr.  
who is the Attorney and Legal Consultant for the  
Woodland Lake Improvement Association, Inc. on  
September 15, 1976.

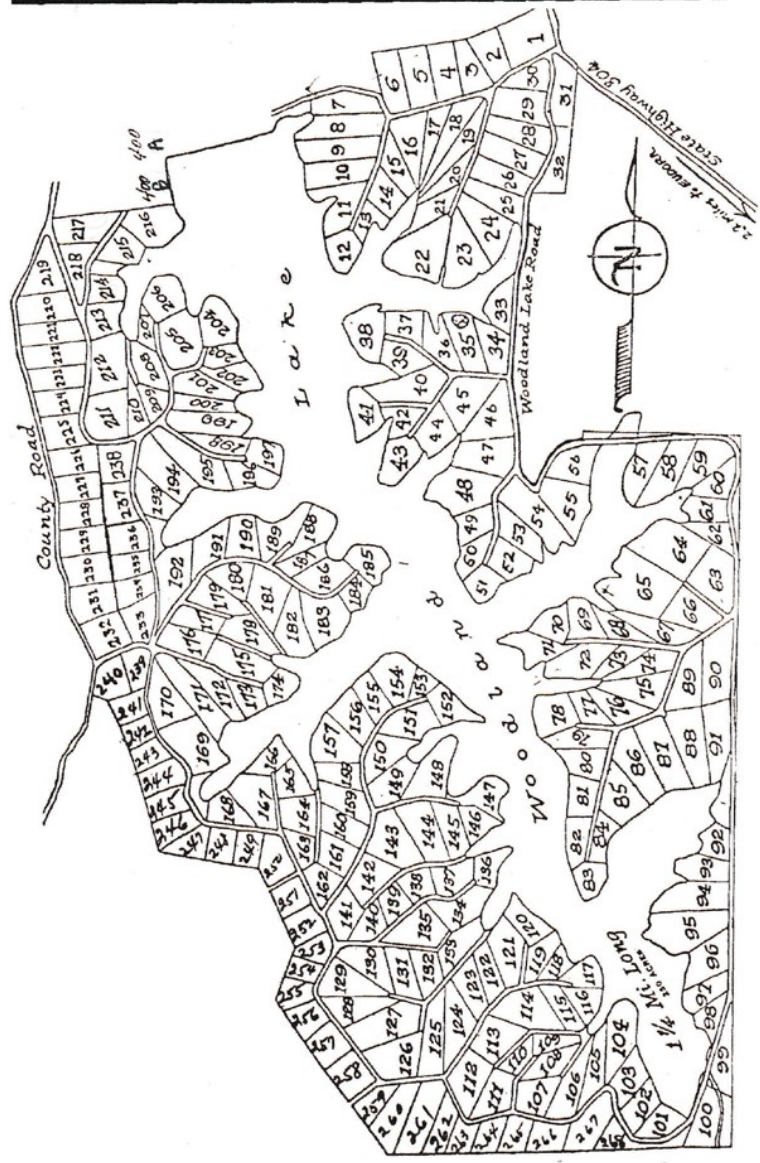
signed W. E. Wilroy, Jr.

This Document was approved by the 1976-1977  
Board of Directors of Woodland Lake Improvement  
Association, Inc. at a special called meeting on  
September 19, 1976. Members of the Board are:

Norman O. Kennedy, President Norman O. Kennedy  
Francis C. Andrews, Vice Pres. Francis C. Andrews  
Johnny Q. Grissom, Sec't-Treas. Johnny Q. Grissom  
Richard L. Dunahay Richard L. Dunahay  
T. P. Kelly T. P. Kelly  
Jack J. Wallace Jack J. Wallace

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This Document will be submitted  
for approval at the annual meet-  
ing of the Woodland Lake Improve-  
ment Association, Inc., June 1977



**WOODLAND LAKE IMPROVEMENT ASSOCIATION INC.**

PO BOX 202

Hernando, MS 38632

**PROJECT APPROVAL FORM**

WL LOT # \_\_\_\_\_

LOT OWNER \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

PRIMARY PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_

ESTIMATED START DATE: \_\_\_\_\_

ESTIMATED COMPLETION DATE: \_\_\_\_\_

PLANS--- Drawing submitted for approval \_\_\_\_\_ Yes \_\_\_\_\_ No  
Application will not be approved without plans!  
All construction must comply with Woodland Lake Improvement Association, Inc. Part C Building Covenants, Part B Use of Lake And any other restrictions or conditions as set forth in Woodland Lake Restrictive Covenants and By-Laws. You must provide and approved copy of this document to the DeSoto Planning commission if your Project is required to be permitted.

\_\_\_\_\_ I agree to comply with Woodland Lake Restrictive Covenants and  
INITIAL By-Laws.

OWNER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

BOARD APPROVAL \_\_\_\_\_

DATE \_\_\_\_\_

Board Action on this request will be approved/disapproved in writing within 30 Days From date complete form is submitted: or Part E Maintenance Committee Item # 3 will govern. (Can use the back of this sheet if you need to)