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LAFAYETTE COUNTY

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Lafayette County, Mississippi

**BRAEMER PARK AT THE HIGHLANDS USE RULES
and REVOCABLE LICENSE AGREEMENT**

GRANTOR/LICENSOR:

BRAEMAR PARK, LLC
C/O RICHARD DEVOE
1420 NORTH LAMAR BLVD.
PO BOX 1237
OXFORD, MS 38655
(662) 234-0703

GRANTEE/LICENSEE (CONT'D)

CASTLEHILL HOMEOWNERS
ASSOCIATION, INC.
C/O LESLIE WOMMACK
107 WESTMINSTER DR.
OXFORD, MS 38655
(803) 348-4447

GRANTEE/LICENSEE (CONT'D)

CASTLEHILL QUARTERS CONDOMINIUM
ASSOCIATION
C/O MARTZ, REED
302 ENTERPRISE DRIVE, SUITE A
OXFORD, MS 38655
(662) 234-1711

GRANTEE/LICENSEE (CONT'D)

THE COTTAGES AT THE HIGHLANDS
CONDOMINIUM ASSOCIATION INC.
C/O KEITH COLLINS
2094 OLD TAYLOR RD SUITE 157
OXFORD, MS 38655
(662) 236-9611

GRANTEE/LICENSEE:

THE HIGHLANDS OF OXFORD PROPERTY
OWNERS ASSOCIATION, INC.
C/O KEITH COLLINS COMPANY LLC
2094 OLD TAYLOR ROAD, SUITE 157
OXFORD, MS 38655
(662) 236-9611

GRANTEE/LICENSEE (CONT'D)

TUSCAN HILLS CONDOMINIUM
ASSOCIATION, INC.
C/O MCKENZIE, MATTHEW S.
800 COLLEGE HILL ROAD, SUITE 5201
OXFORD, MS 38655
(662) 234-0320

GRANTEE/LICENSEE (CONT'D)

TUSCAN HILLS ESTATES HOMEOWNERS'
ASSOCIATION, INC.
C/O CARR, PHILLIP A.
1420 N LAMAR BOULEVARD, SUITE 101
OXFORD, MS 38655
662) 234-0703

INDEXING INSTRUCTIONS:

TRACT I: That certain parcel in the NE 1/4 of
Section 6, Township 9, Range 2, Lafayette
County, MS; parcel 193-6-1
TRACT II: That certain parcel in the NE 1/4
of Section 6, Township 9, Range 2, Lafayette
County, MS, parcel 193-6-1.16

Braemar Park, LLC is the owner of certain lands that are nearby to those residential developments generally known as: the Highlands; Tuscan Hills Estates; Tuscan Hills Condominiums; Castlehill; Castlehill Quarters Condominiums; and the Cottages at the Highlands, all located in Lafayette County, Mississippi.

Braemar Park, LLC (the "Grantor") has reached an agreement with: The Highlands of Oxford Property Owners Association, Inc.; Tuscan Hills Condominium Association, Inc.; Tuscan Hills Estates Homeowners' Association, Inc.; Castlehill Homeowners Association, Inc.; Castlehill Quarters Condominium Association; and The Cottages at The Highlands Condominium Association Inc. (collectively referred to herein as the Grantees) as the property owners/homeowners associations for the temporary use and designation of certain property as a walking trail and recreation area. This license agreement is granted on a year-to-year basis. The recreational area shall be designated the "Braemar Park at the Highlands." A copy of the planned trail (including amenities) and surrounding areas is attached hereto as Exhibit "A" and incorporated by reference.

The Braemar Park at the Highlands amenities will be established and operated at the discretion of the Grantor. The Grantees fully recognize that there will be upkeep and maintenance costs associated with the area and Grantees accept the responsibility for all such costs. **Payment of the annual costs and/or use of the amenities by the Grantee/Licensees and their respective members and guests shall constitute an irrevocable acceptance of and agreement to all of the terms and conditions contained herein and agreement to be bound by all of the terms and conditions of this Revocable License Agreement.**

NOW THEREFORE for and in consideration of the aforesaid, the Grantees, collectively and individually agree, on behalf of themselves and their members, guests, invitees, licensees, and permittees (collectively referred to as the "licensees" or "users") to the following, to wit:

Braemar Park at the Highlands Rules and Regulations

1. Trails are open year-round, from sunrise until sunset.
2. The trail is designed primarily for pedestrian use. The use of bicycles or tricycles, at a leisurely pace, is permitted, but the use of same must always yield the right of way to pedestrians. NOT PERMITTED are motorized vehicles, scooters, and skateboards.
3. All pets MUST be on a leash no longer than 8 feet in length and MUST be under control at all times.

4. Pet owners are required to remove pet waste (waste MUST be removed from the area entirely).
5. Glass containers are prohibited on the trail and with all areas of the Braemar Park at the Highlands.
6. Use of the trail is limited to the designated trail and recreation areas. Areas not designated as trail or recreation area which lie adjacent to the trail are all private property and should be respected. No license is granted to access areas not within the designated trail and recreation areas.
7. Trails are two lane. All trail users keep right, and pass on the left side. Allow faster trail users to pass safely. When overtaking, give an audible warning.
8. Horses and horseback riding are prohibited.
9. Hunting is not allowed on the trail or anywhere in the vicinity of the park. The discharge of any firearm is prohibited in all parts of Braemar Park at the Highlands.
10. Wildflowers, trees, shrubs, and wildlife are for the enjoyment of everyone and should never be disturbed, harassed, fed, or removed.
11. Leave no trace. Littering of any kind will not be tolerated.
12. Fires are allowed only in the provided grills.
13. Amplified sound of any sort is strictly prohibited in all areas both on the trail and in the designated recreation areas.
14. Anyone accessing the trail by motor vehicle shall park only in the designated trail parking areas at the trail heads.
15. Children under the age of 10 are to always be accompanied and supervised by an adult.
16. The trail and designated recreation areas are smoke free.

Braemar Park at the Highlands is private property with permission for use granted by Grantor conditioned upon agreement to and observance of these use rules. Failure to abide by any of the trail rules may result in immediate revocation of said use license, at the sole discretion of Grantor.

Grantor provides no supervision of the premises to the licensees who may choose to use the trail and designated areas. Grantor make no guarantees or representations as to the fitness, appropriateness, or suitability of use for the licensee's intended activity. With each use, each licensee has the duty and obligation to be alert to trail hazards such as, but not limited to, loose surfaces, holes, low hanging branches, insects, animals, and weather conditions. Additionally, each licensee has the duty and affirmative obligation to immediately report unsafe conditions and

use by others to the current Grantor. Each and every user voluntarily assumes the risk of injury or damage and acknowledges that these risks can never be entirely eliminated.

By the acceptance of a license to use Braemar Park at the Highlands, each of the Grantees covenants and agrees that the said licensee agreement and all of its terms have been accepted by the respective entities on behalf of the corporation as well as its members. Each of the Grantees has provided, or is responsible for providing, every member of its association with a copy of this document.

Each member of the respective Grantees for himself/herself, his or her family or invitees, and on behalf of his/her heirs, assigns, guests, agents, and successors agree to fully and completely hold the Grantor, their employees, and their successors or assigns, harmless of and for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by licensee or by any person whosoever may at any time be using or occupying or visiting Braemar Park at the Highlands or be in, on, or about the demised premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of the Owner or any of its employees or agents, or of any other licensee, occupant, visitor, trespasser or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth.

Grantees shall indemnify Grantor against any and all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Grantees waive all claims against Grantor for damages or for injuries to persons or property in or about the premises, from any cause arising at any time. To that end, each of the respective Grantees has provided, or will provide whenever reasonably requested, to the Grantor herein a copy of its liability insurance policy having the said Grantor as an additional insured for the use of Braemar Park at the Highlands as herein contemplated.

The license to use Braemar Park at the Highlands is purchased from the Grantor and is good for one calendar year, i.e., January 1 to December 31. The annual license fee is subject to change at the sole judgment and discretion of the Grantor. This license fee shall be paid in one lump sum and shall be received by the Grantor on or before February 1 of each year. Lot owners in The Highlands, The Cottages at the Highlands, and Castlehill Quarters Condominiums by the payment of their respective homeowner's association assessments pay the license fee as herein set out, with nothing else is due and owing.

The license herein granted shall automatically renew from year to year unless the Grantor notify the Grantees in writing that the license herein granted is canceled, terminated, amended, or revoked, in Grantor' sole discretion.

Any failure to abide by the rules and regulations of Braemar Park at the Highlands may result in immediate revocation of said use license of the whole of the association or of any individual of homeowners' association at the sole discretion of the Grantor.

This the 28th day of November, 2023.

BRAEMAR PARK, LLC

by: IDYLLWILD, INC, its sole member

by: Betsy B. McCurdy, Pres.
Betsy B. McCurdy, Pres. of Idyllwild, Inc.

**STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE**

Personally appeared before me, the undersigned authority in and for the said county and state, on this day of 28th day of November, 2023, within my jurisdiction, the within named Betsy B. McCurdy, President of Idyllwild Inc., a Mississippi corporation, being the sole member of Braemar Park LLC, a Mississippi limited liability company, who acknowledged that for and on behalf of Idyllwild Inc., she executed the above and forgoing instrument on behalf of the said Braemar Park LLC after being first so authorized so to do.

[Signature]

NOTARY PUBLIC

My commission expires: _____
(Affix official seal, if applicable)



