

Phase 1

~~EXHIBIT "A"~~

BOOK 398 PAGE 605

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made and executed on this the 1st day of February, 1960, by LAKELAND DEVELOPMENT CORPORATION, INC. a corporation organized and existing under the laws of the State of Mississippi (which corporation is referred to herein at times as the "Declarant");

WITNESSETH as follows, to-wit:

WHEREAS, the Declarant is the owner of certain real property located in Rankin County, Mississippi, being more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Declarant wishes to create and carry out an orderly and uniform plan of development for the above referenced property, and hereinafter referred to at times as "Dogwood Place", to subdivide, sell and/or lease said properties for various lawful uses; and

WHEREAS, the Declarant desires that each time said properties are sold or leased that all improvements erected thereon, whether by Declarant or any other owner, shall comply with the protective covenants contained herein and any other covenants which might be imposed in the future, in accordance with the terms hereof, on any portion of the properties covered herein and any properties which might later be included through expansion as hereinafter provided; and

WHEREAS, the purpose of such covenants and restrictions is to enhance the charm and beauty of the surroundings, to insure the proper development and use of each building site within said property, to protect the owner or occupant, present or future, of each such site against improper development and use of other sites as will depreciate the value of his or her site; to prevent the erection on said property of structures built of unsuitable design or improper materials; to prevent haphazard or inharmonious improvements; to secure and maintain sufficient set-backs from streets and maintain adequate free spaces between structures; to provide for maintenance and upkeep of the private street or streets running through said properties; and, in general, to provide for a high quality of improvement on said property in accordance with the sensible and

orderly development plans; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said Dogwood Place, to create an association which can and shall be delegated and assigned the powers and duties of maintaining and administering the private street or streets running through said property and any other common areas which may be designated as such and to administer and enforce the hereinafter set forth covenants and restrictions and to collect and disburse the charges and assessments hereinafter specified; and

WHEREAS, the Declarant has caused to be formed (or shortly will cause to be formed), under the laws of the State of Mississippi, a non-profit and non-share corporation named "The Dogwood Place Property Owners Association, Inc.", which corporation shall have as its purpose the carrying out of the powers and duties mentioned herein and such other powers and duties related to the subject properties as may be specified in that corporation's Bylaws; and

WHEREAS, in order to facilitate compliance with the provisions, letter, spirit and intent of this Declaration, Declarant desires that each property owner within Dogwood Place, and any future expansions made in accordance with the provisions herein, be a member of Dogwood Place Property Owners Association, Inc., and that the Bylaws of said corporation shall be deemed to be adopted by Declarant as sole owner of the properties described herein and all future owners shall be bound thereby.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land described herein and shall be a benefit and a burden to Declarant, its successors and assigns, and to any person acquiring or owning an interest in the subject real property and improvements, their Grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE 1.

Section 1. Definitions. The words and phrases set out below, when used in this Declaration, shall have the following meanings, respectively, to-wit:

A. "Property", "Properties", or "Dogwood Place" shall mean or refer to that certain real property hereinbefore described and such additions thereto as may be hereinafter bought within the jurisdiction of this Declaration or the association as hereinafter provided.

B. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any parcel which is part of the properties.

C. "Association" shall mean and refer to the Dogwood Place Properties Owners Association, Inc., a non-profit corporation, organized under the laws of the State of Mississippi, its successors and assigns. This association is not organized for profit and no part of the net earnings or losses shall inure to the benefit or burden of any member or any individual. The sole purpose of the association is to promote the common good of all owners and occupants of Dogwood Place and as the same may be lawfully expanded and to contribute to the long-range good of Rankin County, Mississippi, and the surrounding area.

D. "Board of Directors" shall mean and refer to that group consisting of three members initially who need not necessarily be owners and later consisting of three members who shall be owners or agents of owners, who shall be elected as provided for in the association bylaws and shall have the responsibility of administering the affairs of the association. No Director shall be personally liable for any action, theft and fraud excepted, taken in good faith to carry out the purposes of the association.

E. "Declarant" shall mean Lakeland Development Corporation, Inc. its successors or assigns.

F. "Developer" shall mean Lakeland Development Corporation, Inc. its successors or assigns.

G. "Member" shall mean and refer to those who are members of the association.

H. "Private Street" or "Private Streets" shall refer to that property more particularly described in Exhibit "B" attached hereto and incorporated herein by reference and to such other properties as may be added thereto by amendment to this Declaration. The maintenance and upkeep of the private streets shall be borne by and shall be the responsibility of the members of the association as provided for hereinafter.

I. "Covenants and Restrictions" shall mean and include all covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges and liens set forth in this Declaration.

J. "Declaration" shall mean and include this instrument and all amendments hereto, plus all supplementary declarations and amendments thereto executed in accordance with the provisions hereof.

K. "Bylaws" shall mean and include the Bylaws of the association and all amendments thereto.

ARTICLE II.

PROPERTIES INCLUDED AND EXPANSION PROPERTIES

Section 1. Property Subject to Declaration. The real property which is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Rankin County, Mississippi, and is more particularly described in Exhibit "A" attached hereto,

which Exhibit "A" is, by referenced, made a part hereof for all purposes.

Section 2. Expansion Part Property. Declarant may, at some future time, expand Dogwood Place in increments or parts, the exact size and configuration of which shall be within the sole discretion of Declarant or its successors in title. In connection with such expansion, Declarant does herewith expressly desire to provide for the imposition upon such future expansion of mutually beneficial restrictions and covenants for the benefit of all owners in Dogwood Estate, including those in expanded areas, and their then and future owners, and to provide for the reciprocal restrictions and easements among and for the benefit of all of Dogwood Estates owners to the extent that the project is expanded.

It is herewith provided that Declarant, or any other person with the written consent of Declarant, shall have the right to annex to the property described in the attached Exhibit "A", any additional contiguous or non-contiguous real property now or heretofore owned by the Declarant and any such annexation or expansion shall have the effect of making the annexed or expanded property part of the Property (as herein defined) and extending the scheme of the within covenants and restrictions to such annexed or expanded property.

Any annexations or expansions of additional real property to the Property described in Exhibit "A" shall be made by recording a Supplementary Declaration of Covenants and Restrictions in the land records in the office of the Chancery Clerk of Rankin County, Mississippi, which Supplementary Declaration shall, by declaration therein, extend the scheme of the within covenants and restrictions to the annexed additional property therein described. Such Supplementary Declaration shall be executed by the person who owns the fee simple title to the additional property being annexed, and if such person is other than the Declarant, shall be executed also

by the Declarant. Such Supplementary Declaration may contain, with respect to the additional property annexed thereby, whatever complementary additions and modifications to the covenants and restrictions set forth herein as may be appropriate to reflect the different character or use, if any, of the annexed additional property, provided, however, that in no event shall such addition or modification be substantially inconsistent with the provisions of this Declaration.

The right of expansion as hereinabove set forth is expressly reserved by Declarant, its successors and assigns, as an intergal part of the Dogwood Place development and this Declaration, and this right may not be revoked, modified, amended, or otherwise altered, by the Association, or the members thereof, notwithstanding any language contained in this Declaration, or any supplement hereto, relative to amendment or modification, without the express written approval of the Declarant. It is the purpose of this provision to insure that nothing contained in this Declaration will allow the right of expansion reserved herein to Declarant to be infringed upon or otherwise affected without the written approval of Declarant.

ARTICLE III

COVENANT OF COMPLIANCE BY OWNERS

Section 1. Covenant to Comply. Every person, persons or entity who accepts a deed to a parcel in Dogwood Place, covenants whether or not it shall be so expressed in the deed of conveyance, that he will faithfully comply with and abide by the letter and spirit of the provisions of this Declaration and the Bylaws and Rules and Regulations of the association as same may be constituted and as they may be lawfully amended from time-to-time.

ARTICLE IV.

DOGWOOD PLACE PROPERTY OWNERS ASSOCIATION

Section 1. Membership. Each owner in Dogwood Place shall be a member of the Dogwood Place Property Owners' Association, and this

membership shall be inseparable or appurtenant to and shall pass with the title to each parcel of property. Parcels with multiple ownership shall be entitled to one membership in the association and one of the owners of such parcel shall be designated in writing by the co-owners as their respective representative in matters pertaining to the association.

Section 2. Voting Rights. Every member of the association shall have one vote for the election of all officers. For all other matters and purposes of the association, every member shall have one vote for each lot which that member owns. If the fee title to a particular lot is owned of record by more than one person, the vote appurtenant to such lot may be exercised by only one of the fee owners thereof as designated in writing by the other co-owners of the subject lot or lots.

Section 3. Delegation of Membership and Voting Rights. Any owner may delegate or assign his voting rights to any tenant in possession of owner's lot upon such terms and conditions as they themselves may agree upon, and upon written notice to the Board of Directors of the association, and such tenant shall be deemed to be a member of the association in the place of the owner for the period of the assignment. Nothing herein contained, however, shall relieve the owner of his responsibility for any assessment due the association or for any other responsibilities and obligations which owner might have under the terms of this Declaration and under the Bylaws, Rules and Regulations of the association.

Section 4. Absentee Owners. Permanent absentee owners shall designate an individual (adult) as their agent or attorney-in-fact to represent them in all matters concerning the association or enforcement of this Declaration. Such agent or attorney-in-fact may, at the option of the owner, be a tenant in possession of owner's lot.

ARTICLE V.

COVENANT FOR ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each parcel which it owns within the properties, hereby covenants and each owner of any other parcel or lot of the property by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association the following:

(1) An initial assessment payable at the time owner acquires fee title to any lot or parcel within the properties in the amount of Two Hundred Dollars (\$200.00). This assessment and all other assessments herein provided shall be paid by each owner for each lot acquired, it being the purpose of this covenants that the Two Hundred Dollar (\$200.00) initial assessment and all additional assessments shall be paid for each lot or parcel acquired by the owner or owners thereof.

(2) A regular annual assessment payable on or before the first day of January, 1981, and payable on or before the first day of January for each year thereafter in an amount necessary to maintain each owner's contribution at an amount of Two Hundred Dollars (\$200.00) for each parcel or lot owned. It is the purpose of this provision that each owner of a parcel or lot within the properties shall individually maintain with the association a balance of Two Hundred Dollars (\$200.00) per lot or parcel owned to provide for the purposes of the association as hereinafter set forth.

(3) Special assessments for maintenance and improvement as may be desired and required by the association. Prior to such special assessments being levied, same shall be approved by at least a two-thirds (2/3) vote of the members of the association with each member being entitled to one (1) vote for each lot or parcel owned. A meeting of the members of the association shall be duly called for the purpose of approving any special maintenance or improvement assessment.

Section 2. General. This initial, annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the lot or parcel or property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot or parcel of property at the time when the assessment fell due. No owner shall relieve himself of his personal obligation for delinquent assessments by passing such obligation to his successors in title unless expressly assumed by the successors in title with the written consent and approval of the Board of Directors of the association.

Section 3. Purpose of Assessments. The assessments levied by the association shall be used exclusively to promote the health, safety and welfare of the owners and occupants of Dogwood Place; to defray all costs incurred in properly caring for and maintaining Dogwood Place as a prestigious development; and to accomplish the intent of this Declaration. The assessments provided herein shall include, but not be limited to, the costs of providing materials and services to accomplish the following:

A. Maintaining, replacing and repairing the streets, roadways, sidewalks, and open areas within the property.

B. Maintaining the landscaping at the entrance to Dogwood Place.

C. Maintaining the appearance of entrance markers, identification signs, and street markers in a good state of repair.

D. General policing of Dogwood Place on a regular basis to remove bottles, cans, trash or debris discarded by the public along the streets or roadways.

E. Maintaining utilities, drainage ditches, and other services which are to be provided by the association.

F. Paying the costs of insurance premiums on any insurance which the association carries.

G. Paying all ad valorem taxes and other taxes and fees which may accrue to the association.

H. Paying all necessary and reasonable costs of administration, management, legal and accounting services connected with the association, including, the payment of a reasonable fee to any management agent designated by the association.

I. Provide such other services as the association may deem to be in the best interest of the development and the members of the association.

The Dogwood Place Property Owners Association is not organized for profit and no part of the net earning shall inure to the benefit of any member, any director of the association, any officer of the association or any other individual.

Section 4. Assessments Are Not Dues. All assessments herein provided are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the Association.

Section 5. Changes in Assessments. After January 1, 1981, the Board of Directors of the association may, after consideration of the then current costs of providing services hereinabove enumerated, increase the initial or annual assessments to cover the actual costs of such services. The Board of Directors of the association may also, after consideration of the then current maintenance costs and future needs of the association, fix the regular annual assessment and initial assessment for any subsequent year or years at a lesser amount.

Section 6. Notice and Quorum for Action on Assessments. Written notice of any hearing called for the purpose of taking action on any assessment provided herein (including special assessments and changes in annual and initial assessments) shall be sent to all members of the association by certified mail, not less than five (5) days nor more than thirty (30) days, in advance of the meeting. At least sixty percent (60%) of the owners or proxies of owners must be present at such meeting in order to constitute a quorum. If the required is not present, another meeting may

be called subject to the same notice requirement and the required quorum at this subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. In addition, written notice of the regular annual assessment provided herein shall be sent to every owner subject thereto.

Section 7. Assessments for Street Maintenance Must Be Maintained. No provision contained hereinabove or in any part of this Declaration or in any supplements hereto, shall excuse or otherwise negate the association's responsibility for the proper upkeep and maintenance of the streets and roads of Dogwood Place. Notwithstanding anything contained herein to the contrary, the association and the members thereof may not amend, revoke, modify or otherwise alter any portion of this Declaration or any supplements hereto in any manner which would relieve the association of its responsibilities and duties hereunder for street maintenance and upkeep and the collection of assessments necessary to defray the costs thereof, without the express written consent of the Declarant. It is the purpose of this provision to provide assurance and protection to the Declarant that the streets of Dogwood Place will be properly and safely maintained and that the responsibilities for such maintenance and the cost thereof will be borne as provided herein by the association and that such responsibility will not be amended, modified, revoked or otherwise altered without the written consent of the Declarant.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon from the due date at the rate of ten percent (10%) per annum. After ten (10) days written notice of the delinquent assessment is given the owner, the association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot or parcel of property, hereby expressly vests in the association, or its

agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt or to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the association in a like manner on a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the association and shall be for the benefit of all other lot or parcel owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his parcel or property. In any event, reasonable attorney's fee of not less than twenty percent (20%) of the sum owed, and reasonable costs of collection, shall be added to the amount of each delinquent assessment.

Section 9. Subordination of Lien to Mortgages. The lien upon any lot or parcel provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first mortgage on such lot or parcel made in good faith and for value received and the lien hereunder shall in no way effect the rights of the holder of any such first mortgage. Sale or transfer of any property shall not effect the assessment lien. However, the sale or transfer of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such property from liability for any assessments thereafter becoming due or from the lien thereof. Such foreclosure, deed, assignment or other proceeding arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure or the transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of such maintenance assessments, which lien, if to be assertive as to any such assessments thereafter becoming due, shall

have the same effect and be enforced in the same manner as provided herein.

Section 10. Assessment of Declarant. Any regular or special assessments upon any lot or lots owned by Declarant shall be in an amount equal to twenty-five percent (25%) of the assessment of the other lots owned by owners. This provision shall apply only so long as said lots are owned by Declarant.

Section 11. Ad Valorem Property Taxes.

A. Each owner shall be responsible for his own ad valorem taxes.

B. The association shall be responsible for the payment of ad valorem taxes on all lots, parcels, streets, or common areas to which the association may hereinafter take fee title.

Section 12. Management Agent. The Board of Directors of the association may employ for the association a management agent or manager (hereinafter called the "Management Agent") at a rate of compensation established by the Board of Directors, for which Management Agent shall perform such duties and services as the Board of Directors from time-to-time authorize. These duties and services of the Management Agent may include, without limitation, the power and authority to do the following:

A. To collect the initial, annual and special assessments and to provide for the enforcement of liens and securing same in any manner consistent with law and within the provisions of this Declaration; and

B. To deposit all assessment collections in a common expense fund with a banking institution and to make payments from such fund for the benefit of the association and in keeping with the intentions and responsibilities herein set forth, all of which shall be subject to the authorization and approval of the Association, to which the Management Agent shall at all times be accountable.

C. To provide for the care, upkeep, maintenance and surveillance of the streets, sidewalks and any other common areas, and

D. To select, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the streets, sidewalks, and common areas; and

E. To promulgate with the approval and confirmation of the Board of Directors and to enforce such rules and regulations and such restrictions, requirements, and the like as may be deemed proper, respecting the use and care of the streets, sidewalks and common areas; and

F. To provide such other services for the association as may be consistent with the law and with the provisions of this Declaration.

Section 13. Limitation of Liability. The association shall not be liable for any failure of any service to be furnished by the association or paid for out of the common expense fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from the streets, sidewalks or any common areas or from any pipe, drain, conduit or the like. The association shall not be liable to any member for loss or damage to any articles, by theft or otherwise, which may be left or stored upon any common areas. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvement to the streets, sidewalks or common areas, or from any action taken by the association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any county or governmental authority.

ARTICLE VI.

EASEMENT RIGHTS

Section 1. Reservation of Easement Rights by the Declarant.

In connection with the development of Dogwood Place, the Declarant

shall convey non-exclusive easements and rights-of-way (and reserve unto itself and its designees certain non-exclusive easements and rights-of-way) in, through, over and across portions of the properties comprising Dogwood Place for the purpose of installing, constructing, maintaining, reconstructing and repairing sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, drainage ditches, television cables and underground conduits and appurtenants to any of same, and for all other purposes reasonable related to the completion of construction and the provision of utility services, whether public or private, to the Dogwood Place development. Any and all instruments of conveyance made by the Declarant to any individual or other entity with respect to any of the subject property shall be conclusively deemed to incorporate the conveyance of such easements or the reservation thereof, whether or not specifically set forth in such instruments.

It is the intention of Declarant to convey easements to the proper authorities and entities for the installation, construction, maintenance, reconstruction and repair of sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, television cables and underground conduits, and appurtenants to any of same in the initial stages of development of Dogwood Place. Notwithstanding anything contained herein to the contrary, however, it is the intention of the Declarant through the above reservation to insure that any additional easements, licenses and rights-of-way for the purposes set forth hereinabove which may be required for the orderly maintenance, preservation and enjoyment of the Dogwood Place development be protected and insured to the extent allowable by law. It is the further purpose of this reservation to provide for the preservation of the health, safety, convenience and welfare of all of the owners of the lots and parcels of land of Dogwood Place.

Section 2. Street Easement. In connection with the development of Dogwood Place, Declarant shall convey a non-exclusive easement for ingress, egress and regress to all members of the association

in, through, over and across the streets of Dogwood Place. All such streets and all walkways, roadways, sidewalks and the like, are expressly made subject to a non-exclusive easement for ingress, egress and regress for the benefit of all members of the association, the Declarant, their respective heirs, personal representatives and assigns and all other persons claiming under any of them.

Section 3. Reservation in Deeds. Declarant may make other reservations and restrictions applicable to each lot by appropriate provision in the deed conveying said lot, and such reservations and restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

Section 4. Public Dedication of Streets or Other Properties. The streets, roads, or any portion thereof, and any other common properties of Dogwood Place may be dedicated and transferred to any public or municipal agency, authorities, or utility for any purpose consistent with the Declaration and subject to such conditions as may be agreed upon by the members and Declarant; provided, however, that no such dedication or transfer or determination as to purpose or as to conditions, shall be effective unless seventy-five percent (75%) of the members of the association consent thereto and, furthermore unless written consent to such dedication, transfer, purpose and conditions be obtained from Declarant. This right of written approval is expressly reserved in Declarant, and this Declaration, or any supplements hereto, may not be amended, revoked, modified, or otherwise altered so as to infringe upon or negate this right.

ARTICLE VII.

BUILDING REQUIREMENTS, ARCHITECTURAL AND LANDSCAPE CONTROLS AND REQUIREMENTS

Section 1. The purpose of this Article is to prevent the erection of structures built of improper design and/or materials, to encourage the erection of attractive improvements at appropriate locations, and to prevent haphazard and inharmonious improvements,

all for the benefit of all of the owners of Dogwood Place and to insure esthetic unity to all of Dogwood Place while at the same time allowing flexibility and diversity in landscape design. Nothing contained in this Article shall be construed or interpreted to mean that Declarant, his employees, agents, successors or assigns, or the Board of Directors of the association assumes any responsibility for the structural design of any improvement or landscape design.

Section 2. All lots or parcels in Dogwood Place shall be known, described and used as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single family dwelling not exceeding two stories in height. As an exception to this restriction, Lot No. 1, Lot No. 2, and Lot No. 3 may be used as either for single family dwellings, zero lot line dwellings, or duplexes. No accessory or out-buildings shall be erected, altered, placed or permitted to remain on any of said lots or parcels without the express written approval of Declarant, it being Declarant's desire and intention that any accessory or out-building shall be attractive in appearance and that the approval or allowance of same shall be subject to his express written approval. Such express written approval shall be obtained from the Declarant prior to the erection of any such accessory or out-building.

Section 3. No residence, or any other building or structure, shall be located on any lot or parcel in Dogwood Place nearer than fifty (50) feet to the front lot line and no residence shall be located on any lot or parcel nearer than twenty (20) feet to any side lot line, or nearer thirty (30) feet to any rear lot line, without the express written approval of Declarant.

Section 4. Each residence shall be provided with off-street parking in the form of a paved driveway extended from the pavement on the street on which the residence faces to the garage or carport,

which garage or carport must be attached to the dwelling, or from the street paving to the rear of such residence. No entrance to any garage or carport shall face the street upon which the residence fronts.

Section 5. No residence shall be constructed on any lot in Dogwood Place which contains less than 2,750 square feet of heated floor space, exclusive of open porches and garages. Notwithstanding anything contained herein, no residence shall be constructed on any lot in said subdivision which contains less than 3,150 square feet of floor space, inclusive of open porches and garages. As set forth hereinabove, Lot No. 1, Lot No. 2, and Lot No. 3 are excepted from this restriction and the other restrictions contained in this Articles.

Section 6. The property may not be re-subdivided. Only one residence shall be erected and maintained at any time on any one of the lots or parcels of Dogwood Place. (Note exception of Lot No. 1, Lot No. 2 and Lot No. 3 referenced hereinabove). However, nothing in any of these restrictions shall be construed as prohibiting the owner of a combination of two or more contiguous lots or one or more lots and a portion of an adjoining lot or lots, from erecting one residence only thereon and locating the same as if said contiguous lots or portions of lots were but one single lot.

Section 7. In constructing or causing to be constructed, a residence on any lot or parcel on Dogwood Place, a lot or parcel owner shall not substantially duplicate the exterior elevation, design, or architecture of any other residence then existing or in the process of being constructed in Dogwood Place. The plans for the residential structure to be constructed on all lots and parcels in Dogwood Place shall be submitted to Declarant for his approval, and such approval shall be required prior to the commencement of the construction, but such approval shall not be unreasonably withheld. A copy of such plans shall be furnished to the Declarant for its files without cost to it.

Section 8. No structure of a temporary nature such as a tent, shack, garage, basement or other out-building shall be used on any lot in Dogwood Place at any time, nor shall any house trailer or other movable living quarters be located on any lot in Dogwood Place at any time unless same be stored in a closed garage.

Section 9. No fence, wall or hedge situated on interior portions of the development shall be placed on any portion of a lot or parcel higher than six (6) feet from the ground. It is recognized that certain lots or portions thereof may be adjacent to and abutt properties not comprising a part of Dogwood Place and the owners of such lots may place fences, walls, or hedges on that portion of their lots which are adjacent to or abutt non-Dogwood Place properties at a height higher than six (6) feet so long as the said fences, walls or hedges do not detract from or otherwise impair the overall beauty and attractiveness of Dogwood Place. Should a hedge, shrub, or flower or other planting be so placed, or afterward grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of the owners of the adjoining property. No decorative type fencing or column may be placed on any of the said lots or parcels between the front property line and the house set-back line, without written approval of Declarant. Chain-link fences of all kinds are prohibited.

Section 10. Each lot or parcel owner will maintain the appearance of his lot or parcel in a high quality condition. The grass, flowers and shrubbery must be kept in an orderly fashion. No trees of six inch (6") diameter or more or flowering trees such as dogwood, redbud, etc., of any size may be cut without the consent of Declarant. Until a residence is built on a sold lot, Declarant at his option and sole discretion may mow the subject lot or parcel and have dead trees and debris removed therefrom, and the owner of such lot shall be obligated to reimburse Declarant for the costs of such work should he refuse or neglect to comply with required upkeep thereof.

Section 11. No plants, shrubs, bushes, trees or other type greenery shall be planted on any lot or parcel at the intersection

of streets or otherwise cause hazardous traffic conditions; and no planting of the above nature or kind shall be permitted on any lot which obstructs visibility and causes hazardous traffic conditions.

Section 12. There shall be no continuous planting in excess of two and one-half feet (2 1/2') high along property lines or other direct lines between the front of any residence located on any lot or parcel and the front property line.

Section 13. Building materials of every kind or character being used in connection with the construction of improvements shall be placed and stored within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the edge of the street pavement and the property line. Such building materials shall not be placed or stored upon the subject lot prior to the commencement of construction for an unreasonable period of time.

Section 14. No signs, billboards, posters or advertising devices of any character shall be erected, installed or placed on any of said lots or parcels for any purpose at any time, without the written approval of Declarant with the exception of one "For Sale" sign which shall be no greater in size than 18" x 24".

Section 15. There shall be no more than three (3) basic wall materials used on the front of any residence constructed on any lot or parcel, unless prior written approval has been obtained from Declarant.

Section 16. Not more than four (4) colors may be used on the front of any residence constructed on any of the said lots or parcels and said colors should be so applied so that the balance of continuity and design for the area is maintained. At his option, the Declarant reserves the right to review and approve exterior color schemes.

Section 17. No mechanical equipment, such as filter systems for swimming pools, cooling towers or similar type equipment except air conditioning compressors, shall be located so as to be visible from the street.

Section 18. The owner of each lot or parcel of Dogwood Place is required, in connection with the construction of a residence on said lot or parcel, to install a 1200 gallon extended aeration package plant J-153 with jet home plant up-flow filter, manufactured by Jet Aeration Company of Cleveland, Ohio, same being sold and serviced locally by Waste Water Control, Inc., Florence, Mississippi. This covenant is made in compliance with the requirements of the Rankin County Board of Health that all home treatment plants within a subdivision be of the same type and quality for the purpose of standardizing maintenance which could then be more efficiently provided. All lot or parcel owners are required to keep their individual home sewage treatment plant in a good state of operation and repair. Said individual home sewage treatment plant must provide for the disposal of effluent through adequately designed and installed disposal fields or other methods acceptable to the Rankin County Board of Health.

Section 19. All rights, duties and obligations granted to and imposed upon Declarant under the terms of this Article and under the terms of this Declaration shall be transferred, assigned, and conveyed to the Dogwood Place Property Owners Association once all of the lots comprising Dogwood Place have been conveyed by Declarant to third parties. Such rights, duties and obligations may be transferred, assigned, and conveyed to the association prior to such time upon the mutual consent of Declarant and the association.

ARTICLE VIII.

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations of this Declaration. Failure by the Declarant, association, or any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right so to do thereafter.

Section 2. Construction. The provisions of this Declaration shall be liberally construed and interpreted at all time in such

Section 7. Clothes Lines. All clothes lines, if any, must be completely screened from street view.

Section 8. Amendment. The covenants and restrictions herein contained may be amended at any time by written agreement duly executed by parties owning seventy-five percent (75%) or more of the lots or parcels as same are now sub-divided. The covenants and restrictions herein contained are to run with the land and shall be binding on all parties, persons, entities claiming under them for an initial period of twenty-five (25) years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless and until an instrument of amendment signed by the owner or owners of seventy-five percent (75%) of the above described lots or parcels have been recorded in the public records revoking, modifying or amending said covenants and restrictions. The right of amendment set forth herein is expressly made subject to those particular reservations contained in this Declaration which afford Declarant the right of written approval before amendment, modification, revocation or other alteration of this Declaration, or any supplements hereto, can be made.

Section 9. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulations pertaining to the ownership, occupation or use of any property within Dogwood Place is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has herein to set its hand and seal on this the 1 day of

FEBRUARY, 1980.

ATTEST:


JONELLE PRIMOS, Secretary

LAKELAND DEVELOPMENT CORPORATION, INC.

BY: 
GUS A. PRIMOS, President

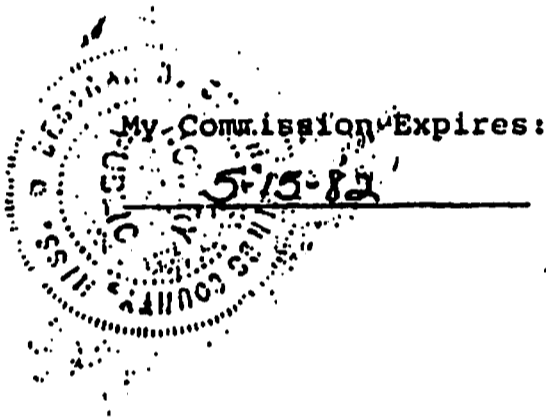
STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in

and for the jurisdiction aforesaid, the within named GUS A. PRIMOS and JONELLE PRIMOS, who acknowledged that they are the President and Secretary respectively, of Lakeland Development Corporation, a Mississippi corporation, and that for an on behalf of said corporation, as its own act and deed, they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned, after having been first duly authorized so to do.

GIVEN under my hand and official seal of office, this the 1st day of February, 1980.

Deborah B. Smith
NOTARY PUBLIC



DESCRIPTION OF DOGWOOD PLACE, A SUBDIVISION

Begin at the corner common to Sections 23, 24, 25 and 26, Township 6 North, Range 2 East, Rankin County, Mississippi, and run thence south 89 degrees 02 minutes east for a distance of 630.06 feet to a point; run thence south 07 degrees 36 minutes east for a distance of 75.42 feet to a point; run thence south 00 degrees 31 minutes west for a distance of 199.91 feet to a point; run thence south 00 degrees 28 minutes west for a distance of 200.20 feet to a point; run thence south 00 degrees 09 minutes east for a distance of 514.90 feet to a point; run thence south 00 degrees 34 minutes west for a distance of 307.36 feet to a point; run thence south 68 degrees 33 minutes east for a distance of 65.98 feet to a point; run thence north 89 degrees 22 minutes east for a distance of 380.69 feet to a point; run thence south 85 degrees 32 minutes east for a distance of 7.48 feet to a point; run thence north 89 degrees 59 minutes east for a distance of 528.66 feet to a point; run thence due north for a distance of 23.68 feet to a point; run thence north 39 degrees 51 minutes west for a distance of 467.0 feet to a point; run thence south 89 degrees 55 minutes west for a distance of 230.44 feet to a point; run thence north 00 degrees 09 minutes east for a distance of 961.84 feet to a point; run thence south 88 degrees 24 minutes west for a distance of 359.34 feet to a point; run thence north 00 degrees 30 minutes west for a distance of 430.11 feet to a point on the south right-of-way line of Mississippi Highway 25 (SP-0056-1(2)), as said right-of-way line is now laid out and established (November, 1979); run thence as follows along the said south right-of-way line of Mississippi Highway 25:

Run thence south 65 degrees 35 minutes west for a distance of 58.4 feet to a point; run thence south 67 degrees 29 minutes west for a distance of 407.97 feet to a point; run thence south 66 degrees 24 minutes west for a distance of 320.52 feet to a point on the line common to said Sections 23 and 24; leaving the said south right-of-way line of Mississippi Highway 25, run thence south 00 degrees 26 minutes east and along said line common to Sections 23 and 24 for a distance of 127.05 feet to the point of beginning.

The above described parcel of property is located in the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 24, and all quarters of the Northwest Quarter of Section 25, Township 6 North, Range 2 East, Rankin County, Mississippi, and contains 21.92 acres, more or less. Bearings and distances used in this description were computed from a "Plat for Gus Primos" prepared by William Harmon, Registered Land Surveyor No. 1566, and dated November 16, 1976.

DESCRIPTION OF AN ACCESS EASEMENT
 ABUTTING LOTS 1, 2, 3, 4, 5, 17, 6, 18, 7, 12, 11, 20, 10, 19, 9 AND 8
 IN DOGWOOD PLACE, A SUBDIVISION

DOGWOOD PLACE, A PRIVATE STREET

Commence at the corner common to Sections 23, 24, 25 and 26, Township 6 North, Range 2 East, Rankin County, Mississippi, and run thence north 00 degrees 26 minutes west and along the line common to said Sections 23 and 24 for a distance of 127.05 feet to a point on the south right-of-way line of Mississippi Highway 25 (SP-0056-1(2)), as said right-of-way line is now laid out and established (November, 1979); run thence north 66 degrees 24 minutes east and along said south right-of-way line for a distance of 65.28 feet to a point; run thence south 00 degrees 26 minutes east for a distance of 80.00 feet to a point; run thence south 68 degrees 21 minutes east for a distance of 46.18 feet to a point; run thence south 87 degrees 21 minutes east for a distance of 159.87 feet to a point; run thence north 88 degrees 25 minutes east for a distance of 464.17 feet to a point; run thence south 00 degrees 30 minutes east for a distance of 55.98 feet to a point; run thence south 16 degrees 27 minutes west for a distance of 89.32 feet to a point; run thence south 00 degrees 06 minutes east for a distance of 180.01 feet to a point; run thence south 11 degrees 08 minutes east for a distance of 101.42 feet to a point; run thence south 12 degrees 42 minutes west for a distance of 104.60 feet to a point; run thence south 00 degrees 05 minutes east for a distance of 465.85 feet to a point; run thence south 39 degrees 18 minutes east for a distance of 58.39 feet to a point; run thence south 69 degrees 28 minutes east for a distance of 358.72 feet to a point; run thence south 85 degrees 40 minutes east for a distance of 179.64 feet to a point; run thence south 76 degrees 34 minutes east for a distance of 156.28 feet to a point; run thence south 59 degrees 52 minutes east for a distance of 89.24 feet to a point; run thence south 40 degrees 22 minutes east for a distance of 83.24 feet to a point; run thence south 29 degrees 43 minutes east for a distance of 82.27 feet to a point; run thence south 89 degrees 59 minutes west for a distance of 69.06 feet to a point; run thence north 29 degrees 42 minutes west for a distance of 48.07 feet to a point; run thence north 41 degrees 10 minutes west for a distance of 71.76 feet to a point; run thence north 62 degrees 38 minutes west for a distance of 68.40 feet to a point; run thence north 77 degrees 27 minutes west for a distance of 139.80 feet to a point; run thence north 85 degrees 54 minutes west for a distance of 170.46 feet to a point; run thence north 69 degrees 50 minutes west for a distance of 375.31 feet to a point; run thence north 69 degrees 40 minutes west for a distance of 82.29 feet to a point; run thence north 00 degrees 09 minutes west for a distance of 514.90 feet to a point; run thence north 00 degrees 28 minutes east for a distance of 200.20 feet to a point; run thence north 00 degrees 31 minutes east for a distance of 199.91 feet to a point; run thence north 07 degrees 36 minutes west for a distance of 75.42 feet to a point; run thence north 89 degrees 02 minutes west for a distance of 630.06 feet to the point of beginning.

The above described parcel of property is located in the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 24 and the North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) and in the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 25, all in Township 6 North, Range 2 East, Rankin County, Mississippi, and contains 3.92 acres, more or less. Bearings and distances used in this description were computed from a "Plat for Gus Primos" prepared by William Harmon, Registered Land Surveyor No. 1566, and dated November 16, 1976.

This parcel of property is subject to an easement for utilities over and across all of this parcel of property.

DESCRIPTION OF TWENTY-FIVE (25) FOOT WIDE ACCESS EASEMENT
 COMMON TO LOTS 17, 5, 4, 16, 15, 14, 13 AND 6
 AND ABUTTING DOGWOOD PLACE, A PRIVATE STREET
 IN DOGWOOD PLACE, A SUBDIVISION

DOGWOOD HILL, A PRIVATE STREET

Commence at the corner common to Sections 23, 24, 25 and 26, Township 6 North, Range 2 East, Rankin County, Mississippi, and run thence due east for a distance of 698.31 feet to a point; run thence due south for a distance of 582.47 feet to the point of beginning of the following described parcel of property.

Run thence north 71 degrees 06 minutes east for a distance of 168.21 feet to the point of curvature of a curve to the left having a central angle of 71 degrees 04 minutes and a radius of 37.5 feet; run thence northeasterly along said curve to the left for an arc distance of 46.51 feet (chord bearing and distance north 35

degrees 34 minutes east 43.59 feet) to the point of tangency of said curve; run thence north 00 degrees 02 minutes east for a distance of 245.49 feet to the point of curvature of a curve to the right having a central angle of 310 degrees 45 minutes and a radius of 30.0 feet; run thence around said curve to the right for an arc distance of 162.71 feet (chord bearing and distance south 89 degrees 58 minutes east 25.00 feet) to the point of tangency of said curve; run thence south 00 degrees 02 minutes west for a distance of 245.49 feet to the point of a curvature of a curve to the right having a central angle of 71 degrees 04 minutes and a radius of 62.50 feet; run thence southwesterly along said curve to the right for an arc distance of 77.52 feet (chord bearing and distance south 35 degrees 34 minutes west 72.65 feet) to the point of tangency of said curve; run thence south 71 degrees 06 minutes west for a distance of 176.73 feet to a point; run thence north 00 degrees 05 minutes west for a distance of 26.41 feet to the point of beginning.

The above described parcel of property is located in the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 25, Township 6 North, Range 2 East, Rankin County, Mississippi, and contains 0.34 acres, more or less. Bearings and distances used in this description were computed from a "Plat for Gus Primos" prepared by William Harmon, Registered Land Surveyor No. 1566, and dated November 16, 1976.

This parcel of property is subject to an easement for utilities over and across all of this parcel of property.

80 2-18 AM 8:30
RANKIN COUNTY MS IN B 398 P. 605
THIS INSTRUMENT WAS FILED FOR RECORD BY IRL DEAN RHODES, CHY. CLK.
JB D.C.

