

DB 2 Pt. 1  
21-11  
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BOOK 515 PAGE 503

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION made and executed on this the 19th day of September, 1986, 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, known as Dogwood Place, Phase 2, Part 1, 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, the Declaration of Covenants and Restrictions recorded in Book 398, Pages 605-631, in the Office of the Chancery Clerk of Rankin County, Mississippi, being more particularly described in Exhibit "B" attached hereto and made a part hereof for all references, 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; and

WHEREAS, the purpose of such covenants and restrictions is to amend Article VII. of the Declaration of Covenants and Restrictions (attached hereto as Exhibit "B") for the real property located in Rankin County, Mississippi, and more particularly described in Exhibit "A" attached hereto and made a part hereof for all references. In no event does this Supplementary Declaration revoke, modify or alter said Article VII. of the original Declaration of Covenants and Restrictions.

NOW THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, restrictions, uses, limitations, and obligations shall be deemed to run with the land described herein and shall be a benefit and burden to Declarant, its successors and assigns, and to any person

FILED

Rankin County, MS \_\_\_\_\_ AM \_\_\_\_\_  
The instrument  
was filed for  
record \_\_\_\_\_ PG \_\_\_\_\_  
in Dean Rhodes, Chancery Clerk

acquiring or owning an interest in the subject real property and improvements, their Grantees, successors, heirs, executors, administrators, devisees, and assigns.

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. 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 than 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. The exception to this restriction is that Lots 7 through 15 & 19 shall contain no less than 3,500 square feet of heated floor space, inclusive 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.

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. 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 of 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. All lot or parcel owners and/or their builders will use the entrance to Dogwood Place from Cooper's Road to bring in material, heavy building equipment, trucks, etc., unless conditions prevent the use of said Cooper's Road and prior arrangements are made with Declarant.

Section 15. 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 purposes 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 16. 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 17. 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 18. No mechanical equipment, such as filter systems for swimming pools, cooling towers or similar type equipment except as air conditioning compressors, shall be located so as to be visible from the street.

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 Supplementary Declaration and the Declaration (Exhibit "B" attached hereto) 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 the Declarant and the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereinto set its hand and seal on this the 19th day of September, 1986.

ATTEST:

LAKELAND DEVELOPMENT CORPORATION, INC.

  
JONELLE PRIMOS, Secretary

By:   
GUS A. PRIMOS, President

GUS A. PRIMOS, President

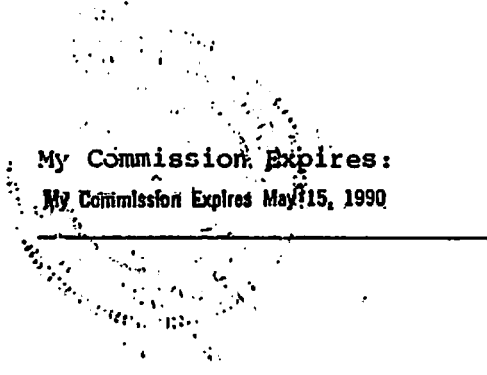
STATE OF MISSISSIPPI

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, Inc. a Mississippi corporation, and that for and 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 19th day of September, 1986.

*Danese Hollingsworth*  
NOTARY PUBLIC



My Commission Expires:  
My Commission Expires May 15, 1990

EXHIBIT "A"

CERTIFICATE AND DECLARATION OF OWNER AND SURVEYOR  
STATE OF MISSISSIPPI COUNTY OF RANKIN

The undersigned owner and surveyor hereby certify and declare that this plat designated as Dogwood Place Phase 2, Part 1 embraces and covers the following described land being situated in Section 25, Township 6 North, Range 2 East, Town of Flowood, Rankin County, Mississippi containing 18.13 acres, more or less, and being described as follows:

Begin at a point that is 1,328.12 feet South of and 1,505.67 feet East of the Northwest corner of said Section 25; from said point of beginning run thence South 60° 37' East, a distance of 102.50 feet; thence run North 81° 12' East, a distance of 209.81 feet; thence run North 85° 39' East, a distance of 142.96 feet; thence run South 89° 32' East, a distance of 102.93 feet; thence run North 84° 58' East, a distance of 73.02 feet; thence run South 87° 05' East, a distance of 227.39 feet; thence run South 38° 45' West, a distance of 47.50 feet; thence run South 22° 37' West, a distance of 48.39 feet; thence run South 2° 03' West, a distance of 108.16 feet; thence run South 69° 44' East, a distance of 25.60 feet; thence run South 33° 36' East, a distance of 27.86 feet; thence run South 0° 15' East, a distance of 58.44 feet; thence run South 4° 14' West, a distance of 54.48 feet; thence run South 20° 04' East, a distance of 81.14 feet; thence run North 82° 23' East, a distance of 36.39 feet; thence run South 16° 22' East, a distance of 98.17 feet; thence run South 64° 55' West, a distance of 37.05 feet; thence run South 2° 59' East, a distance of 42.75 feet; thence run South 7° 24' East, a distance of 211.62 feet; thence run North 89° 00' West, a distance of 180.00 feet; thence run South 70° 30' West, a distance of 208.00 feet; thence run North 31° 13' West, a distance of 82.75 feet; thence run South 40° 36' West, a distance of 144.12 feet; thence run South 76° 54' West, a distance of 65.71 feet; thence run North 79° 40' West, a distance of 123.88 feet; thence run North 75° 55' West, a distance of 50.00 feet; thence run South 88° 43' West, a distance of 260.33 feet; thence run North 0° 48' East, a distance of 170.18 feet; thence run North 0° 47' West, a distance of 300.30 feet; thence run North 1° 00' West, a distance of 402.71 feet; thence run North 89° 59' East, a distance of 103.19 feet to the point of beginning.

OWNER'S CERTIFICATE: I, the undersigned, owner of the real estate shown and described herein, do hereby certify that I have laid off, platted, and subdivided, and do hereby lay off, plat and subdivid the real estate in accordance with the within plat.

LAKELAND DEVELOPMENT CORPORATION

OWNER

*Gus Primos*

GUS PRIMOS, PRESIDENT

21<sup>st</sup> day of August, 1986

SURVEYOR'S CERTIFICATE: It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision on the 21<sup>st</sup> day of AUGUST, 1986

*William Harmon*  
WILLIAM HARMON, SURVEYOR



TOWN APPROVAL CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF RANKIN

This subdivision is hereby approved and accepted and all water and sanitary sewer improvements contained therein are hereby approved and accepted for the Town of Flowood on this the 2 day of Sept, 1986. The Town of Flowood does not accept responsibility for the engineering design, construction or maintenance of Dogwood Place, Windrush and Upper Windrush and these private streets are not accepted by the Town of Flowood as a public rights-of-way.

*Robertus Boyd*  
MAYOR

*Francis W Jones*  
TOWN CLERK