

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION made and executed on this the 7th day of June 1994, by LAKELAND DEVELOPMENT CORPORATION, a Mississippi corporation (the "Declarant").

WITNESSETH as follows, to-wit:

WHEREAS, the Declarant is the owner of a certain real property located in Rankin County, Mississippi, known as Dogwood Place, and has heretofore imposed certain covenants and restrictions thereon, which are of record in Book 398 at Page 605. The following provisions are hereby added to and supplement the aforesaid Declaration of Covenants and Restrictions and apply to certain real property located in Rankin County, Mississippi, known as Dogwood Place, Phase 3, Part 2, according to a map or plat thereof, which is on file and of record in Plat Cabinet B at Slot 373, in the office of the Chancery Clerk of at Rankin County, Mississippi.

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 covenants and restrictions contained herein, and shall comply with the Declaration of Covenants and Restrictions recorded in Book 398 at Page 605, in the aforesaid Chancery Clerk's Office, which are incorporated herein and made a part hereof by reference, and any other covenants which might be imposed in the future on any portion of the properties covered herein and any properties which might later be included through expansion;

NOW THEREFORE, Declarant does hereby publish and declare that the following amendments, terms, covenants, conditions, restrictions, uses, limitations, and obligations shall be deemed to run with the land described herein as Dogwood Place Phase 3, Part 2, Plat Cabinet B at Slot 373, and shall be a benefit and 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, devisee, and assigns, to-wit:

1. Except as amended and supplemented herein, all terms and conditions of the Declaration of Covenants and Restrictions of record in Book 398 at Page 605 shall apply to and be binding upon all lots in Dogwood Place Phase 3, Part 2.

2. Article VII, Building Requirements, Architectural and Landscape Controls and Requirements of said covenants is hereby amended and supplemented as follows:

Section 2. All references in Section 2 to Lot numbers 1, 2, and 3 apply only to Dogwood Place, Phase 1, and are not applicable to any lots in Dogwood Place, Phase 3, Part 2.

Section 3 is amended to read as follows:

Section 3. No residence, or any other building or structure, shall be located on any lot or parcel in Dogwood Place, Phase 3 Part 2 nearer than 45 feet to the front line, and no residence shall be located on any lot or parcel nearer than 15 feet to any side lot line, nor nearer than 30 feet to any rear lot line without the express written approval of Declarant.

Section 4 is amended to read as follows:

Section 4. Each residence shall be provided with off street parking in the form of a paved driveway extending 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. Any carport must be located to the rear of such residence, and any garage facing the side of such residence must have a garage door which shall remain closed when not in use. Asphalt driveways are prohibited, and all driveways must be constructed of concrete, bomanite or washed gravel, or of other materials approved in writing by the Declarant. In addition, all culverts under driveways must be of concrete or polymer coated pipes. Each lot or parcel owner will be required to construct a headwall on each side of the culvert or pipe under driveways, which must be constructed of brick or stone, similar to the materials used in the improvements on the lot, or of materials approved in writing by the Declarant.

Section 5 is amended to read as follows:

Section 5. No residence shall be constructed on any lot in Dogwood Place

Phase 3, Part 2, which contains less than 3,000 sq feet of heated floor space, exclusive of open porches and garages.

Section 6. All references in Section 6 to lots 1, 2, and 3 apply only to lots in Dogwood Phase 1, and are not applicable to any lots in Dogwood Place Phase 3, Part 2.

Section 11 is amended to read as follows:

Section 11. No plants, shrubs, bushes, trees or other type greenery shall be planted on any lot or parcel at the intersection of streets, that would cause hazardous traffic conditions; no planting of the above nature or kind shall be permitted on any lot, which obstructs visibility, or causes hazard traffic conditions. In addition, each lot or parcel owner will be required to plant grass or otherwise landscape the portions of its lot lying within the road rights-of-way to the pavement line, including, the maintaining of any ditches. Such landscaping or any irrigation systems of lawns or plants shall not interfere with the Declarant's ability or others to clean the ditches. Any permanent improvements within the road rights-of-way must first be approved by the Declarant.

Section 17 is amended to read as follows:

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. In particular, no satellite, or similar communication dishes or devices shall be located on any lot or parcel without the first written approval of the Declarant, which can be withheld in the Declarant's sole discretion.

Section 18. The provisions of Section 18 are hereby deleted as to Dogwood Place Phase 3, Part 2.

Section 20. Each lot or parcel owner will be required to install a gas light and mailbox pole or post according to the design criteria furnished by the Declarant.

Section 21. All lot or parcel owners and/or their builders shall be responsible for and liable for any damage caused to the streets or surrounding properties as a result of construction of any improvements on a lot or parcel. The liability of each lot or parcel owner and/or its builder, shall be to the Declarant and to the association, who shall be reimbursed of any maintenance, clean-up or repair work required as a result of damage to the subdivision streets from construction or repair of any improvements by the owner of any

lot or parcel, his building contractor, or its subcontractors, agents or employees. All vacant lots must be maintained and landscaped, with periodic grass cutting, and during construction, shall be maintained so as to prevent debris, garbage or trash from collecting thereon. Each owner of a lot or parcel shall require its building contractor and sub-contractors to provide a Port-a-John or other similar facility during construction. The above mentioned damage to streets shall include, in particular, the depositing of excessive mud and dirt on the streets during construction. Therefore, each lot owner and / or its builder shall provide a temporary driveway during construction of gravel or other substances to prevent the tracking of excessive mud and dirt.

Section 22. All lot or parcel owners and/or their builders will use the entrance to Dogwood Place from Cooper's Road to bring material, heavy building equipment, trucks, etc., unless conditions prevent the use of said Cooper's Road and prior arrangements are made with Declarant.

Section 23. In addition to the other requirements herein, all fences must be approved by the Declarant. The Declarant, may in its discretion, require a particular fence or wall to be constructed on the east side of lots 1, 9, 10, 17, 18, part of 19, 21 and 22, and on the north side of lots 19 and 20. In addition the owners of said lots shall also be required to maintain and repair such fence or wall at their expense which shall include but not be limited to periodic painting or repair of damage to the portion of the fence or wall abutting the owners lot.

3. The following provisions are hereby added to and supplement the aforesaid Declaration of Covenants and Restrictions:

a. Beginning January 1, 1993, the annual assessments paid by each lot owner to the Association shall be increased from \$200.00 to \$250.00 per lot or parcel, provided, however, if an individual owns more than one lot or parcel the assessment for the second or additional lot shall be one half of the annual assessment. (i.e. first lot \$250.00 additional lots at \$125.00).

b. The Board of Directors of the Association shall be authorized to charge each lot owner a one time assessment of \$500.00 to establish a fund for future streets. Said

assessment shall be paid on or before January 1, 1994. If an individual, including Lakeland Development Corporation, owns more than one lot or parcel, the one time assessment shall not exceed \$500.00, provided, however, if prior to January 1, 1994 an owner that owns more than one lot, including Lakeland Development Corporation sells a lot, the assessment of \$500.00 shall be due and payable.

c. Declarant makes no representation as to the location of any Lot with respect to any flood prone area and/or any regulatory floodway or flood hazard area which now or hereafter may exist or be designated by any governmental executed Flood Elevation Certificate. Each Lot owner acknowledges and agrees that Declarant is not responsible for any damage which hereafter may be suffered by any Lot owner as a result of the natural flow of storm water, the overflow of established drainage ways, or the failure to maintain said drainage ways by the persons or agencies responsible therefore.

d. Each owner shall be required to maintain its lot in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparations and continued throughout the establishment of permanent vegetative cover. Each lot acknowledges and agrees that Declarant is not responsible for any damages which hereafter may be suffered by a lot owner or other property owners or parties as a result of site preparation work carried out by a lot owner or their subcontractors and each lot owner agrees to fully indemnify and hold Declarant harmless from any such damages sustained in connection therewith.

e. Each lot owner shall be responsible for making those investigations and to otherwise perform such due diligence as is necessary to ensure the suitability of said Lot for its purposes. Declarant makes no representation as to the suitability of said Lot for any purpose. Each lot owner acknowledges that its Lot was conveyed "as and where is" and releases Declarant from any claim for damages arising from or related to the location or physical condition of said Lot, including without limitation, soil types, fill material, bearing capacity, or any other condition whatsoever, and which hereafter may be suffered by a lot owner as a result of the movement of soil.

Except as amended and supplemented herein, the Declaration of Covenants and

Restrictions of Dogwood Place of recording Book 398 at Page 605 shall remain in full force and effect and unaffected in any way by this Amendment.

WITNESS OUR SIGNATURE this the 7 day of June 1994.

LAKELAND DEVELOPMENT CORPORATION

By: Gus A. Primos
GUS A. PRIMOS, President

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 7 day of June 1994, within my jurisdiction, the within named, Gus A. Primos, who acknowledged that he is President of Lakeland Development Corporation, a Mississippi corporation, and that for and on behalf of the said corporation, and he and deed he executed the above and foregoing instrument, after having been duly authorized by said corporation so to do.

[Signature]
NOTARY PUBLIC

My Commission Expires:
My Commission Expires May 4, 1996



This Instrument Prepared By:

Thomas I. Starling
727 North President Street
Jackson, MS 39202
(601) 352-5221

RANKIN COUNTY MS
THIS INSTRUMENT
WAS FILED FOR
RECORD

94 6-7 @ 3:10
IN B 703 990
MURPHY ADKINS, CHY. CLK.
BY [Signature] D.C.