

For Supplementary Declaration
See Book 935 Page 511
Steve Duncan, CC
By - [Signature] 12/6/95

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108175

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CYPRESS LAKE
(CYPRESS LAKE LAKE AREA)

THIS DECLARATION is made this the 22nd day of June, 1995, by Cypress Lake Properties, L.P., a Mississippi Limited Partnership, ("Declarant"), whose address is 100 Castlewoods Blvd., Brandon, Mississippi, 39042 and whose phone number is (601) 992-1989.

W I T N E S S E T H:

WHEREAS, Declarant is presently the owner of certain real estate situated in Madison County, Mississippi (the "Property") described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Declarant has previously filed a Declaration of Covenants, Conditions and Restrictions for Cypress Lake ("Declaration"), which Declaration is recorded in Book 935 Page 431 of the Land Records of Madison County, Mississippi; and

WHEREAS, Declarant wishes to set aside the Property as a Lake Area as contemplated by Section 2.03 of the Declaration; and

WHEREAS, Declarant wishes to establish certain covenants, rights, obligations and restrictions ("Lake Easements") over the Property and those Lots which adjoin the Property.

NOW, THEREFORE, the Declarant hereby declares and establishes for the benefit of itself and any future owner of the Property and the respective successors and assigns of each, the following covenants, rights, obligations, and restrictions over the Property.

ARTICLE I

Section 1.01 No Dedication. Nothing contained herein shall create a gift or dedication of any portion of the Property to the general public or for any public purposes, it being the intention of the Declarant that this Declaration be strictly limited to the purposes herein expressed.

† 12/16/95

ARTICLE II

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Section 2.01 Special Restrictions Affecting Lots Adjacent to Lake Area. To preserve the lake ("the Lake") and the land area abutting the Property, (the "Lake Area"), there are hereby created special restrictions, rights, and easements hereinafter described and defined upon the Lake, a part of each Lot adjacent to the Lake, and on certain other land abutting the Lake but which is not part of a Lot, which restrictions, rights, and easements shall be appurtenant to and shall run with and bind the Lake, each Lot, and the other land adjacent to the Lake and shall inure the benefit of and be enforceable by the Declarant, the Association or the Owner of any Lot adjacent to the Lake, for the remaining term of the covenants, conditions and restrictions set forth in the Declaration, including renewals and extensions if the Declaration is renewed or extended. The special restrictions, rights, and easements herein created and hereinafter described and defined are collectively referred to as the "Lake Easements."

Section 2.02 Parts of a Lot Subject to the Lake Easements. That part of any Lot within ten (10) feet of the common property line of such Lot and the Lake (including any portion of the shore adjoining the Lake), shall be subject to the Lake Easements.

Section 2.03 Walls and Fences. No solid line of fence, wall, or shrubbery over four (4) feet in height shall be erected or permitted to remain on that portion of any Lot subject to the Lake Easements. Any type of fence constructed in such area shall be of such type and character as approved by the Architectural Review Committee. This restriction shall not affect any other portion of the Lot. In such other area, the Lot Owner may construct a fence of such type and character as approved by the Architectural Review Committee.

Section 2.04 Landscaping. The Owner of each Lot adjacent to the Lake shall landscape and maintain all that part of his Lot which is visible from the Lake in an attractive, well kept manner consistent with the overall landscaping plan for the entire Lake Area.

Section 2.05 Lake Water Level. Neither the Declarant or the Association shall be required to maintain the water level of the Lake at any certain elevation or between any certain maximum and minimum elevations. The Declarant or the Association, which ever is owner of the Lake, may lower the water level or drain the Lake if such is prudent or necessary (1) for the discharge of its responsibilities hereunder, (2) for the installation, maintenance and repair of any street, dock, pier, shoreline improvement, sewer, drain, pipe, wire or cable, or any related appurtenance, or (3) for any other purpose.

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Section 2.06 Docks, Piers, and Shoreline Improvements.

An Owner of a Lot abutting the Lake may erect one dock or pier extending into the watercourse of the Lake after first receiving the approval of the Owner's plans and specifications by the Architectural Review Committee. The dock or pier shall extend from the Owner's Lot but shall not extend across a line which would be the extension of any adjoining lot line. Any dock or pier so erected shall be maintained in sound condition. The Owner of a Lot abutting the Lake may construct shoreline improvements along the portion of the Lot which adjoins the Lake to improve shoreline appearance, facilitate maintenance or minimize bank erosion after first receiving the approval of plans and specifications by the Architectural Review Committee. Any such improvements shall be made subject to compliance with all environmental rules and shall not cause or permit any siltation or other foreign material to enter the Lake. Any such improvements shall be maintained in sound condition. Broken concrete or stone rip rap shall not be used for shoreline improvements.

Section 2.07 Responsibilities of the Association.

The Owner of Cypress Lake shall be responsible for the maintenance of any dam or outlet works of the Lake, for the maintenance of appropriate water quality in the Lake, for the removal of excessive amounts of vegetation, debris, and/or sediment from the Lake, for the regulation of the use and activities of the water surface of the Lake for the propagation, control, and management of wildlife of any kind which habitat in or around the Lake, and for the acquisition of all permits and approvals, including extensions, renewals, and additions required by Section 51-3-1 through 51-3-55 of the Mississippi Code of 1972. Neither the Declarant nor the Association shall be responsible for the safety of any person in or on the surface of the Lake or in or on the outlet works of the Lake.

Section 2.08 Use and Protection of Lakes.

Subject to those rules and regulations that may be from time to time established by the Association, the Lake shall be used for fishing, swimming, sailing, and boating, except that no person may use a boat over twelve (12) feet in length or a boat which is mechanically powered with a motor capable of developing more than one (1) horsepower. No person may fill the Lake or place any harmful solid or harmful liquid in or near the Lake. No person may enlarge the surface areas of the Lake without the approval of the Owner of the Lake.

Section 2.09 Maintenance of Lots.

While the Owner of each Lot subject to the Lake Easements shall have responsibility for maintenance of that portion of his or her Lot which is subject to the Lake Easements, there is hereby reserved for the benefit of the Declarant, the Association, and Members who own Lots adjacent to the Lake, a right and easement upon, over, through and across the area subject to Lake Easements to landscape and maintain the

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Lake Area. Such maintenance and landscaping may include regular removal of underbrush, trees less than two inches in diameter, trash, or debris; the planting of grass, trees and shrubbery; watering; application of fertilizer; and mowing. The Association may charge any such Lot Owner for such maintenance and landscaping as a Special Assessment pursuant to the Declaration.

Section 2.10 Maintenance and Use Easement. A maintenance and use easement is hereby provided along the edge of the Lake in the area adjacent to the lot line of each Lot abutting the Lake. This easement shall run from each Owner's Lot line to the edge of the water of the Lake. This easement shall be for the use and benefit of the Owner of each individual Lot abutting the easement. In consideration of such easement, the Owner of each such Lot shall be responsible for mowing and otherwise maintaining the easement area abutting such Owner's Lot. The Association may charge any Lot Owner for such maintenance as a Special Assessment pursuant to the Declaration.

ARTICLE III

Section 3.01 Common Area. Any land adjoining the Lake which is not platted as a Lot or as a street shall become Common Area as and when such land is conveyed to the Association by the Declarant.

Section 3.02 Restricted Access. The Association shall restrict the access to that portion of such Common Area which abuts the Cypress Lake lake shore and each Lot located in Compton Gate of Cypress Lake or Cypress Lake Villas of Cypress Lake. The access shall be restricted to the Owner of such abutting Lot and such Owner's invitees and to the Board of Directors of the Association, its employees, and agents. The Association shall restrict the access to that portion of the Common Area which is located behind the gate on Grayling Boulevard and the fenced area along the North right of way of Lake Circle. The access shall be restricted to the Owners of Lots in Compton Gate and such Owners' invitees and to the Board of Directors of the Association, its employees, and agents.

Section 3.03 Declarant's Reservation. Until such land is conveyed to the Association as Common Area, the Declarant reserves the right to plat such land into additional Lots, develop other amenities on such land, impose additional covenants on such land, or take any other action with respect to such land. The Declarant shall not be obligated to convey any such land to the Association or to designate such land as Common Area.

ARTICLE IV

Section 4.01 No Co-Ownership Relationship. This Declaration shall not create an association, partnership, joint venture or principal and agency relationship between the owner of the Property and any other Party.

ARTICLE V

Section 5.01 No Waiver. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver of the same or any other provision set forth in this Declaration.

Section 5.02 Severability. Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by such action.

Section 5.03 Notices. All notices and approvals required or permitted under this Supplementary Declaration shall be served by personal delivery or by Certified Mail, return receipt requested, to each party in interest at the last known address of such party in interest or to the Declarant at its principal place of business. Date of service shall be the date on which such notice is received or delivery is attempted but refused.

Section 5.04 Rules. The Association may adopt such rules and regulations relating to the use of the Lake as appropriate for the use and management of the Lake.

ARTICLE VI

Section 6.01 Amendment. This Supplement may be amended in the same manner and to the same extent as is provided in the Declaration for the amendment of the Declaration.

Section 6.02 Additional Lake Areas. The Declarant contemplates that additional parcels of land within the Cypress

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Lake Subdivision shall be designated as Lake Areas. Such areas shall be so designated by filing a Supplementary Declaration of Covenants, Conditions and Restrictions for such Lake Areas as provided in the Declaration. Such Supplementary Declaration shall describe the Lake Area and shall impose such covenants, conditions and restrictions as additional the Declarant may determine and may adopt the covenants, conditions and restrictions of this Supplementary Declaration by reference.

ARTICLE VII

Section 7.01 Covenants To Run With Land. All of the provisions hereof shall run with the land so long as these covenants remain in effect.

IN WITNESS WHEREOF,
the Declarant has caused this
Supplementary Declaration to be
duly executed on this the 22nd
day of June, 1995.

CYPRESS LAKE PROPERTIES, L.P.

BY: ZACH T. HEDERMAN, JR.,
PROPERTIES, INC.
General Partner

BY: [Signature]
ZACH T. HEDERMAN, JR., PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF Hinds

PERSONALLY APPEARED before me, the undersigned authority in and for the aforesaid county and state, on this 22nd day of June, 1995, within my jurisdiction, the within named ZACH T. HEDERMAN, JR. who acknowledged that he is President of Zach T. Hederman, Jr., Properties, Inc., a Mississippi Corporation, which is the General Partner of CYPRESS LAKE PROPERTIES, L.P., a Mississippi Limited Partnership, and that for and on behalf of and as the act and deed of the Corporation in its capacity as General Partner of the Limited Partnership, he executed the above and foregoing instrument after first having been duly authorized by the Corporation and the Limited Partnership so to do.

[Signature]
NOTARY PUBLIC

My commission expires:

7-7-95

This Instrument Prepared By:

A.M. "EDDY" EDWARDS, III
WELLS, MOORE, SIMMONS & NEELD
1300 Deposit Guaranty Plaza
Post Office Box 1970
Jackson, Mississippi 39215-1970
(601) 354-5400

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INDEXING INSTRUCTIONS: NE 1/4 and NW 1/4 of Section 11, Township 7
North, Range 1 East

DESCRIPTION OF CYPRESS LAKE

Commence at an iron pin marking the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 11, Township 7 North, Range 1 East, Madison, County, Mississippi; run thence South 89 degrees 42 minutes 41 seconds West for a distance of 971.99 feet to a point; run thence North for a distance of 1197.92 feet to the Northeast corner of Lot 10 of Cypress Lake Villas of Cypress Lake, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet C Slide 157, reference to which is hereby made in aid of and as a part of this description, said point being the Point of Beginning for the description of a parcel of land described as follows: Run thence along the North line of said Cypress Lake Villas of Cypress Lake as follows: run thence North 82 degrees 04 minutes 15 seconds West for a distance of 102.31 feet to a point; run thence South 84 degrees 07 minutes 14 seconds West for a distance of 60.70 feet to a point; run thence South 76 degrees 53 minutes 14 seconds West for a distance of 62.40 feet to a point; run thence South 66 degrees 55 minutes 58 seconds West for a distance of 66.70 feet to a point; run thence South 56 degrees 22 minutes 26 seconds West for a distance of 298.43 feet to a point; run thence South 62 degrees 00 minutes 13 seconds West for a distance of 69.88 feet to a point; run thence South 68 degrees 06 minutes 04 seconds West for a distance of 79.59 feet to a point; run thence, leaving said North line, South 69 degrees 20 minutes 30 seconds West for a distance of 125.12 feet to a point; run thence South 57 degrees 21 minutes 43 seconds West for a distance of 29.83 feet to a point; run thence North 53 degrees 16 minutes 43 seconds West for a distance of 14.51 feet to a point; run thence North 16 degrees 40 minutes 23 seconds West for a distance of 26.07 feet to a point; run thence North 65 degrees 35 minutes 56 seconds West for a distance of 51.07 feet to a point; run thence South 75 degrees 56 minutes 09 seconds West for a distance of 15.46 feet to a point; run thence North 41 degrees 01 minutes 45 seconds West for a distance of 17.44 feet to a point; run thence North 16 degrees 24 minutes 05 seconds West for a distance of 11.00 feet to a point; run thence North 13 degrees 29 minutes 02 seconds East for a distance of 22.70 feet to a point; run thence North 03 degrees 47 minutes 16 seconds East for a distance of 17.82 feet to a point; run thence North 50 degrees 25 minutes 41 seconds West for a distance of 14.54 feet to a point; run thence North 65 degrees 41 minutes 22 seconds West for a distance of 22.68 feet to a point; run thence North 16 degrees 02 minutes 19 seconds West for a distance of 22.53 feet to a point; run thence North 16 degrees 39 minutes 57 seconds East for a distance of 26.67 feet to the Southeast corner of Lot 25 of Compton Gate of Cypress Lake a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet C Slide 157, reference to which is hereby made in aid of and as a part of this description,

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run thence along the Southeast line of said Compton Gate of Cypress Lake as follows: run thence North 28 degrees 24 minutes 22 seconds East for a distance of 93.14 feet to a point; run thence North 45 degrees 57 minutes 13 seconds East for a distance of 228.54 feet to a point; run thence North 51 degrees 45 minutes 29 seconds East for a distance of 105.31 feet to a point; run thence North 43 degrees 05 minutes 15 seconds East for a distance of 115.84 feet to a point; run thence North 30 degrees 41 minutes 59 seconds East for a distance of 100.00 feet to a point; run thence North 70 degrees 49 minutes 13 seconds East for a distance of 76.46 feet to a point; run thence North 78 degrees 01 minutes 44 seconds East for a distance of 96.30 feet to a point; run thence North 64 degrees 28 minutes 15 seconds East for a distance of 243.91 feet to a point; run thence North 06 degrees 11 minutes 55 seconds West for a distance of 124.78 feet to a point; run thence North 46 degrees 29 minutes 45 seconds East for a distance of 46.00 feet to a point; run thence, leaving said Southeast line of Compton Gate, North 64 degrees 38 minutes 27 seconds East for a distance of 20.33 feet to a point; run thence North 36 degrees 16 minutes 17 seconds East for a distance of 28.72 feet to a point; run thence North 10 degrees 22 minutes 35 seconds East for a distance of 69.93 feet to a point; run thence North 40 degrees 40 minutes 42 seconds East for a distance of 34.13 feet to a point; run thence North 46 degrees 26 minutes 32 seconds East for a distance of 47.68 feet to a point; run thence North 63 degrees 12 minutes 15 seconds East for a distance of 50.16 feet to a point; run thence North 69 degrees 20 minutes 40 seconds East for a distance of 82.21 feet to a point; run thence North 81 degrees 56 minutes 00 seconds East for a distance of 104.30 feet to a point; run thence North 87 degrees 58 minutes 21 seconds East for a distance of 102.01 feet to a point; run thence South 88 degrees 48 minutes 46 seconds East for a distance of 99.58 feet to a point; run thence South 86 degrees 02 minutes 31 seconds East for a distance of 150.89 feet to a point on a curve to the left having a central angle of 10 degrees 13 minutes 28 seconds and a radius of 1142.80 feet; run thence Southeasterly and along said curve to the left for an arc distance of 203.93 feet (chord bearing and distance South 69 degrees 32 minutes 30 seconds East, 203.66 feet) to the point of tangency of said curve; run thence South 74 degrees 39 minutes 14 seconds East for a distance of 95.00 feet to the point of curvature of a curve to the right having a central angle of 122 degrees 54 minutes 21 seconds and a radius of 233.41 feet; run thence Southeasterly and along said curve to the right for an arc distance of 500.69 feet (chord bearing and distance South 13 degrees 12 minutes 03 seconds East, 410.07 feet) to the point of tangency of said curve; run thence South 48 degrees 15 minutes 07 seconds West for a distance of 49.96 feet to the point of curvature of a curve to the left having a central angle of 16 degrees 03 minutes 50 seconds and a radius of 1249.01 feet; run thence Southwesterly and along said curve to the left for an arc distance of 350.18 feet (chord bearing and distance South 40 degrees 13 minutes 12 seconds West, 349.04 feet) to a point; run thence, leaving said curve to the left, South 54 degrees 11 minutes 00 seconds West for a distance of 10.97 feet to a point;

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run thence South 79 degrees 16 minutes 50 seconds West for a distance of 37.67 feet to a point; run thence South 54 degrees 56 minutes 10 seconds West for a distance of 17.51 feet to a point; run thence South 18 degrees 31 minutes 19 seconds West for a distance of 20.96 feet to a point; run thence South 06 degrees 06 minutes 28 seconds West for a distance of 76.12 feet to a point; run thence South 20 degrees 15 minutes 52 seconds West for a distance of 32.00 feet to a point; run thence South 39 degrees 57 minutes 57 seconds West for a distance of 32.52 feet to a point; run thence South 53 degrees 43 minutes 13 seconds West for a distance of 31.09 feet to a point; run thence South 75 degrees 15 minutes 42 seconds West for a distance of 25.56 feet to a point; run thence North 71 degrees 06 minutes 42 seconds West for a distance of 21.68 feet to a point; run thence North 07 degrees 12 minutes 39 seconds West for a distance of 4.46 feet to a point; run thence South 76 degrees 07 minutes 14 seconds West for a distance of 55.01 feet to a point; run thence North 05 degrees 07 minutes 04 seconds West for a distance of 47.75 feet to a point; run thence North 24 degrees 41 minutes 05 seconds West for a distance of 38.07 feet to a point; run thence North 04 degrees 28 minutes 51 seconds East for a distance of 69.12 feet to a point; run thence North 17 degrees 54 minutes 01 seconds West for a distance of 19.18 feet to a point; run thence North 67 degrees 23 minutes 39 seconds West for a distance of 26.54 feet to a point; run thence North 85 degrees 36 minutes 38 seconds West for a distance of 49.60 feet to a point; run thence South 84 degrees 29 minutes 09 seconds West for a distance of 50.66 feet to a point; run thence South 77 degrees 45 minutes 16 seconds West for a distance of 55.71 feet to a point; run thence South 69 degrees 13 minutes 45 seconds West for a distance of 113.52 feet to a point; run thence North 89 degrees 31 minutes 38 seconds West for a distance of 53.45 feet to a point; run thence North 80 degrees 40 minutes 06 seconds West for a distance of 49.24 feet to a point; run thence North 87 degrees 58 minutes 59 seconds West for a distance of 55.00 feet to the Point of Beginning.

The above described parcel of land is located in the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) and the Northeast Quarter (NE1/4) and the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) Section 11, Township 7 North, Range 1 East, Madison County, Mississippi, and contains 27.01 acres, more or less.



STATE OF MISSISSIPPI, COUNTY OF MADISON:

I certify that the within instrument was filed for record in my office this 22 day of June, 1995, at 10:30 o'clock a M., and was duly recorded on the JUN 22 1995, Book No. 935, Page 481.

STEVE DUNCAN, CHANCERY CLERK

BY: Paulen D.C.