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SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CYPRESS LAKE
(RIVERWALK 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 for a Riverwalk and to designate 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.

ARTICLE II

Section 2.01 Special Restrictions Affecting Lots Adjacent to Lake Area. To preserve the water and the land area abutting the

Property, (hereinafter referred to as the "Riverwalk Area"), there are hereby created special restrictions, rights, and easements hereinafter described and defined upon a part of each Lot adjacent to the Riverwalk Area, and on certain other land abutting the Riverwalk Area but which is not part of a Lot, which restrictions, rights, and easements shall be appurtenant to and shall run with and bind each Lot and the other land adjacent to the Riverwalk Area and shall inure the benefit of and be enforceable by the Declarant, the Association or the Owner of any Lot adjacent to the Riverwalk Area, 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 Riverwalk Area (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 Riverwalk Area shall landscape and maintain all that part of his Lot which is visible from the Riverwalk Area in an attractive, well kept manner consistent with the overall landscaping plan for the entire Riverwalk Area.

Section 2.05 Water Level.

Neither the Declarant or the Association shall be required to maintain the water level of the Riverwalk Area at any certain elevation or between any certain maximum and minimum elevations. The Declarant or the Association, whichever is owner of the Riverwalk Area, may lower the water level or drain the Riverwalk Area if such is prudent or necessary for any other purpose.

Section 2.06 Responsibilities of the Association.

The Owner of the Riverwalk Area shall be responsible for the maintenance of the Riverwalk Area, for the maintenance of appropriate water quality in the Riverwalk Area, for the removal of excessive amounts of vegetation, debris, and/or sediment from the Riverwalk Area, 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 Riverwalk Area, 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 Riverwalk Area or in or on the outlet works of the Riverwalk Area.

Section 2.07 Use and Protection. The Association may adopt such rules and regulations as necessary to govern the management of the Riverwalk. No person may fill the Riverwalk Area or place any harmful solid or harmful liquid in or near the Riverwalk Area. No person may enlarge the surface areas of the Riverwalk Area without the approval of the Owner of the Riverwalk Area.

Section 2.08 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 Riverwalk Area, a right and easement upon, over, through and across the area subject to Lake Easements to landscape and maintain the Riverwalk 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 2.9 Maintenance and Use Easement. A maintenance and use easement is hereby provided along the edge of the Riverwalk Area in the area adjacent to the lot line of each Lot abutting the Riverwalk Area. This easement shall run from each Owner's Lot line to the edge of the water of the Riverwalk Area. 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 Riverwalk Area 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 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.

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.

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.

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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.

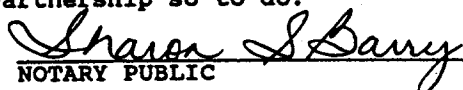
BY: ZACH T. HEDERMAN, JR.,
PROPERTIES, INC.
General Partner

BY: 
EUGENE A. SIMMONS, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF Linds

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 EUGENE A. SIMMONS who acknowledged that he is Vice 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.


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

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

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DESCRIPTION OF THE WEST PART
OF THE RIVER WALK AT 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 North 89 degrees 42 minutes 41 seconds East for a distance of 420.59 feet to a point, run thence North for a distance of 610.64 feet to the Northeast corner of Lot 26 of Cypress Lake Boulevard South 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 156, 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 Boulevard South of Cypress Lake as follows: run thence South 79 degrees 53 minutes 04 seconds West for a distance of 250.49 feet to a point; run thence South 45 degrees 27 minutes 04 seconds West for a distance of 105.98 feet to a point; run thence South 82 degrees 52 minutes 30 seconds West for a distance of 48.37 feet to a point; run thence South 54 degrees 41 minutes 19 seconds West for a distance of 29.12 feet to a point; run thence North 77 degrees 09 minutes 49 seconds West for a distance of 40.42 feet to a point; run thence, leaving said North line, North 16 degrees 17 minutes 30 seconds East for a distance of 10.31 feet to a point; run thence North 15 degrees 46 minutes 05 seconds West for a distance of 23.58 feet to a point; run thence North 47 degrees 06 minutes 55 seconds West for a distance of 16.46 feet to a point; run thence North 72 degrees 31 minutes 00 seconds West for a distance of 81.91 feet to a point; run thence North 68 degrees 45 minutes 29 seconds West for a distance of 19.71 feet to a point; run thence North 38 degrees 10 minutes 11 seconds West for a distance of 20.10 feet to a point; run thence North 08 degrees 38 minutes 03 seconds West for a distance of 9.80 feet to a point; run thence North 06 degrees 22 minutes 10 seconds East for a distance of 58.46 feet to a point; run thence North 19 degrees 20 minutes 56 seconds West for a distance of 20.24 feet to a point; run thence North 56 degrees 31 minutes 29 seconds West for a distance of 29.79 feet to a point; run thence North 87 degrees 13 minutes 15 seconds West for a distance of 17.33 feet to a point; run thence South 70 degrees 03 minutes 41 seconds West for a distance of 18.53 feet to a point; run thence South 43 degrees 06 minutes 56 seconds West for a distance of 22.93 feet to a point; run thence South 25 degrees 47 minutes 43 seconds West for a distance of 20.34 feet to a point; run thence South 06 degrees 24 minutes 35 seconds West for a distance of 38.78 feet to a point; run thence South 53 degrees 21 minutes 21 seconds West for a distance of 20.66 feet to a point; run thence South 88 degrees 53 minutes 52 seconds West for a distance of 18.80 feet to a point; run thence North 62 degrees 33 minutes 31 seconds West for a distance of 16.40 feet to a point; run thence North 43 degrees 27 minutes 45 seconds West for a distance of 31.01 feet to a point; run thence North 31

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degrees 49 minutes 44 seconds West for a distance of 32.04 feet to a point; run thence North 61 degrees 32 minutes 29 seconds West for a distance of 10.61 feet to a point; run thence North 83 degrees 32 minutes 50 seconds West for a distance of 18.75 feet to a point; run thence North 42 degrees 11 minutes 19 seconds West for a distance of 24.95 feet to a point; run thence North 19 degrees 27 minutes 12 seconds West for a distance of 20.19 feet to a point; run thence North 07 degrees 59 minutes 36 seconds West for a distance of 22.08 feet to a point; run thence North 06 degrees 28 minutes 57 seconds East for a distance of 34.07 feet to a point; run thence North 13 degrees 08 minutes 52 seconds East for a distance of 34.17 feet to a point; run thence North 22 degrees 17 minutes 50 seconds East for a distance of 34.66 feet to a point; run thence North 55 degrees 09 minutes 40 seconds West for a distance of 13.76 feet to a point; run thence North 73 degrees 16 minutes 01 seconds West for a distance of 37.92 feet to a point; run thence North 64 degrees 02 minutes 32 seconds West for a distance of 18.30 feet to a point; run thence North 48 degrees 22 minutes 41 seconds West for a distance of 34.43 feet to a point; run thence North 49 degrees 23 minutes 00 seconds East for a distance of 39.67 feet to a point; run thence North 11 degrees 07 minutes 26 seconds East for a distance of 11.25 feet to a point; run thence North 33 degrees 57 minutes 00 seconds West for a distance of 42.17 feet to a point on the South right-of-way line of Lake Circle according to a map or plat of Cypress Pointe of Cypress Lake, Part One, 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 158, reference to which is hereby made in aid of and as a part of this description, run thence Northeasterly and along the South right-of-way line of said Lake Circle being in a curve to the left having a central angle of 09 degrees 24 minutes 10 seconds and a radius of 295.01 feet for an arc distance of 48.41 feet (chord bearing and distance North 46 degrees 48 minutes 10 seconds East, 48.36 feet) to a point; run thence, leaving said South right-of-way line of Lake Circle, South 58 degrees 10 minutes 21 seconds East for a distance of 67.67 feet to a point; run thence South 41 degrees 47 minutes 04 seconds East for a distance of 63.03 feet to a point; run thence South 22 degrees 50 minutes 01 seconds East for a distance of 103.08 feet to a point; run thence South 64 degrees 49 minutes 21 seconds East for a distance of 129.28 feet to a point; run thence South 37 degrees 37 minutes 03 seconds East for a distance of 214.62 feet to a point; run thence North 65 degrees 24 minutes 54 seconds East for a distance of 168.25 feet to a point; run thence North 72 degrees 08 minutes 59 seconds East for a distance of 61.98 feet to a point; run thence South 80 degrees 43 minutes 10 seconds East for a distance of 214.93 feet to the Point of Beginning.

The above described parcel of land is located in the Southeast Quarter (SE1/4) and the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) Section 11, Township 7 North, Range 1 East, Madison County, Mississippi, and contains 2.06 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 491.

STEVE DUNCAN, CHANCERY CLERK

BY: C. Barber D.C.