

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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**SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**CYPRESS LAKE  
(CYPRESS POINTE OF CYPRESS LAKE, PART ONE)**

This Supplementary Declaration of Covenants, Conditions and Restrictions for Cypress Lake (Cypress Pointe of Cypress Lake, Part One) ("Supplement") is made on June 22, 1995, by Cypress Lake Properties, L.P., a Mississippi limited partnership ("Declarant").

The Declarant is the owner of certain real property situated in Madison County, Mississippi, and described in Exhibit "A" hereto, which real property is a part of the property described in the Declaration of Covenants, Conditions and Restrictions for Cypress Lake dated June 16, 1995 as recorded in the Land Records Office of the Chancery Clerk of Madison County, Mississippi in Book 935, Page 431, as subsequently thereto supplemented and amended, (the "Declaration") and is subject to being annexed under the provisions of the Declaration. Declarant desires to annex and subject all of the real property described in Exhibit "A" hereto, including any and all improvements constructed or to be constructed on the property, to the covenants, conditions, restrictions, uses, limitations, obligations, easements, servitudes, charges, assessments and liens set forth in the Declaration, and also to those certain covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges and liens hereinafter set forth in this Supplement.

Now, therefore, in consideration of the premises and pursuant to the rights and reservations reserved by the Declarant under Article II of the Declaration, and in accordance therewith, Declarant hereby states and declares as follows, to-wit:

1. **CYPRESS POINTE OF CYPRESS LAKE, PART ONE.** Cypress Pointe of Cypress Lake, Part One has been subdivided into various lots shown and depicted as Lots 39 through 48 on a plat thereof, which plat is of record in the Office of the Chancery Clerk of Madison County, Mississippi in Plat Cabinet C at Slide 158. Declarant hereby annexes Cypress Pointe of Cypress Lake, Part One, pursuant to the Declaration, and designates Cypress Pointe of Cypress Lake, Part One to be a part of the Cypress Pointe of Cypress Lake Neighborhood, as defined in the Declaration.

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2. TERMS, PROVISIONS AND CONDITIONS. All the terms, provisions and conditions of the Declaration, except as varied herein, and the additional terms, provisions and conditions set forth in this Supplement are hereby imposed upon Cypress Pointe of Cypress Lake, Part One (being the real property particularly described in Exhibit "A" hereto), and each and every portion thereof is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to each of the provisions herein and all of the covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges and liens set forth in the Declaration, and all amendments and supplements thereto, the same as if each and all of such covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges and liens were set forth herein.

3. BUILDING SITES AND LOCATIONS. The following covenants shall apply to the Lots in Cypress Pointe of Cypress Lake, Part One, which Lots are numbered 39 through 48, as set forth:

(a) All Lots shall be described and used as residential lots. No building other than one single family dwelling and reasonable accessory buildings shall be constructed on a Lot.

(b) Complete plans for each and all dwellings, buildings and improvements shall be submitted to and approved by the Architectural Review Committee before any such dwelling, building or other improvement is placed or construction is commenced on any Lot within the subdivision.

(c) Exclusive of porches and garages, the heated and/or cooled living area of each dwelling, main house or residential structure constructed on Lots 39 through 48 shall contain at least Two Thousand Four Hundred (2400) square feet, and at least One Thousand Two Hundred (1200) square feet of the applicable minimum square footage must be contained on the ground floor level for a dwelling of more than one (1) story.

(d) No dwelling or other residential building shall be located nearer than twenty-five (25) feet to the front lot line, nor nearer than seven and one half (7 1/2) feet to any interior lot line, nor nearer than twenty (20) feet to any rear lot line. The location of any building detached from the dwelling shall be approved by the Cypress Lake Architectural Review Committee.

(e) Due to the natural terrain, lot configurations, and/or proximity of adjacent structures, the enforcement of the square footage and setback requirements in this Paragraph 3 may be impossible or inadvisable; therefore, the Cypress Lake of Architectural Review Committee may approve and permit specific deviations to such square footage and setback requirements if determined by the Architectural Review Committee to be beneficial to a specific homesite or to the adjacent homesites or to the development.

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4. ADDITIONAL COVENANTS.

(a) Sidewalks. The builder of the dwelling on each Lot shall construct a sidewalk along the entire length of that portion of Lake Circle which abuts the Lot pursuant to plans and specifications established by the Architectural Review Committee.

(b) Mailboxes. Plans for the construction and/or placement of any mailbox must be submitted to and approved by the Architectural Review Committee before any mailbox is placed or construction is commenced. Such plans must include the locations, materials, height, design, character and color of each and all components of the mailbox. Any mailbox which does not comply with the plans approved therefore, shall be removed or brought into full compliance with the approved plans.

(c) Driveway and Garages. Unless otherwise approved by the Architectural Review Committee, each dwelling shall be served with off-street parking in the form of a concrete driveway extending from the pavement on a public street abutting the Lot on which the dwelling is situated to a garage or carport, which garage or carport must be attached to the dwelling.

5. MEMBERSHIP IN CYPRESS LAKE PROPERTY OWNERS ASSOCIATION. Declarant, desiring the efficient preservation of the value and amenities in, and the enhancement of the charm and beauty of, the residential community to be developed as Cypress Lake has created and organized Cypress Lake Property Owners Association, Inc. ("the Association"), and has hereby delegated and assigned to the Association (1) the powers and duties for the administration and maintenance of certain Common Areas, (2) the administration and enforcement of covenants, conditions and restrictions applicable to the real property annexed hereby, and (3) the collection and disbursement of charges and Assessments specified in the Declaration. Each Owner of a Lot in Cypress Pointe of Cypress Lake, Part One shall be a Member of the Cypress Lake Property Owners Association, Inc.

6. CYPRESS LAKE ARCHITECTURAL REVIEW COMMITTEE. Pursuant to the provisions of Article X of the Declaration, as amended, an Architectural Review Committee, known as Cypress Lake Architectural Review Committee was established. The Cypress Lake Architectural Review Committee shall have the responsibility for Cypress Pointe of Cypress Lake, Part One and shall exercise all powers, duties and discretion set forth therein. Complete plans for all dwellings, buildings, improvements and any other type of construction, including landscaping and site preparation, shall be submitted to and approved by the Architectural Review Committee prior to commencement of construction or other work on any Lot.

7. 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.

8. USE OF TERMS. Except as provided herein, all words and expressions in this Supplement shall have the same meanings, respectively, as are attributed to them by the Declaration, except that the word "herein" as used in this Supplement, shall mean in this Supplement to the Declaration. Additionally, all words and expressions used herein which refer to the "Association", a "Member", or to the attributes of membership therein shall mean and refer to the Cypress Lake Property Owners Association, Inc. referenced in this Supplement and the Members thereof. Further, all words and expressions used herein which refer to the Architectural Review Committee or requirements in connection therewith shall mean and refer to the Cypress Lake Architectural Review Committee. Further, all references to the "Board" or "Board of Directors" shall mean the Board of Directors of the Cypress Lake Property Owners Association, Inc.

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

CYPRESS LAKE PROPERTIES, L.P., a  
Mississippi Limited Partnership

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

BY: Zach Hederman  
ZACH T. HEDERMAN, JR.  
President

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STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, on this the 22<sup>nd</sup> day of June, 1995, the within named ZACH T. HEDERMAN, JR., who acknowledged to me that he is PRESIDENT of ZACH T. HEDERMAN, JR., PROPERTIES, INC., a Mississippi Corporation, General Partner of Cypress Lake Properties, L.P., a Mississippi limited partnership, and that for and on behalf of said Corporation in its capacity as General Partner, and as its act and deed, he executed the above and foregoing SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS FOR CYPRESS LAKE (CYPRESS POINTE OF CYPRESS LAKE, PART ONE) after first having been duly authorized by said Corporation and Partnership so to do.

*Sharon J. Barry*  
NOTARY PUBLIC

My Commission Expires:  
7-7-95

INDEXING INSTRUCTIONS:

Lots 39 through 48, Cypress Pointe of Cypress Lake, Part One

PREPARED BY:

A.M. EDWARDS, III (MSB #5478)  
Wells, Moore, Simmons & Neeld  
1300 Deposit Guaranty Plaza  
P.O. Box 1970  
Jackson, Mississippi 39215-1970  
Telephone: (601) 354-5400  
Telecopier: (601) 355-5850

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SURVEYOR'S CERTIFICATE  
COUNTY OF MADISON

STATE OF MISSISSIPPI

I, J. Thomas Bailey, Registered Land Surveyor, do hereby certify that at the request of Cypress Lake Properties, L.P., the owner, I have subdivided and platted the following described parcel of land lying and being situated in the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) and the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 11, Township 7 North, Range 1 East, Madison County, Mississippi.

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 and along the South line of said Southwest Quarter of the Northeast Quarter of Section 11 for a distance of 671.29 feet to a point, run thence North 651.61 feet to the Point of Beginning for the description of a parcel of land described as follows: run thence North 65 degrees 55 minutes 20 seconds West for a distance of 184.29 feet to a point; run thence South 69 degrees 22 minutes 59 seconds West for a distance of 440.19 feet to a point; run thence South 80 degrees 44 minutes 14 seconds West for a distance of 236.08 feet to a point; run thence North 86 degrees 24 minutes 23 seconds West for a distance of 207.41 feet to a point; run thence South 70 degrees 12 minutes 04 seconds West for a distance of 106.28 feet to a point; run thence North 25 degrees 08 minutes 13 seconds West for a distance of 180.64 feet to a point; run thence North 04 degrees 08 minutes 19 seconds East for a distance of 96.85 feet to a point on a curve to the right having a central angle of 30 degrees 12 minutes 13 seconds and a radius of 541.47 feet; run thence Northeasterly and along said curve to the right for an arc distance of 285.44 feet (chord bearing and distance North 89 degrees 35 minutes 44 seconds East, 282.15 feet) to the point of tangency of said curve and point of curvature of a curve to the left having a central angle of 47 degrees 42 minutes 57 seconds and a radius of 393.31 feet; run thence Northeasterly and along said curve to the left for an arc distance of 327.54 feet (chord bearing and distance North 80 degrees 50 minutes 22 seconds East, 318.16 feet) to the point of tangency of said curve; run thence North 56 degrees 58 minutes 53 seconds East for a distance of 171.68 feet to the point of curvature of a curve to the right having a central angle of 40 degrees 56 minutes 55 seconds and a radius of 468.70 feet; run thence Northeasterly and along said curve to the right for an arc distance of 334.97 feet (chord bearing and distance North 77 degrees 27 minutes 21 seconds East, 327.89 feet) to a point; run thence South 82 degrees 04 minutes 12 seconds East for a distance of 114.88 feet to the point of curvature of a curve to the left having a central angle of 70 degrees 30 minutes 36 seconds and a radius of 339.53 feet; run thence Northeasterly and along said curve to the left for an arc distance of 417.84 feet (chord bearing and distance North 62 degrees 40 minutes 30 seconds East, 391.96 feet) to a point; run thence North 27 degrees 25 minutes 13 seconds East for a distance of 20.00 feet to a point; run thence South 62 degrees 34 minutes 47 seconds East for a distance of 50.00 feet to a point; run thence South 27

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degrees 25 minutes 12 seconds West for a distance of 136.00 feet to the point of curvature of a curve to the right having a central angle of 55 degrees 30 minutes 23 seconds and a radius of 295.01 feet; run thence Southwesterly and along said curve to the right for an arc distance of 285.80 feet (chord bearing and distance South 55 degrees 10 minutes 24 seconds West, 274.75 feet) to a point; run thence South 24 degrees 08 minutes 58 seconds West for a distance of 238.79 feet to the Point of Beginning, containing 8.30 acres, more or less.

Witness my signature on this the \_\_\_\_\_ day of \_\_\_\_\_, 1995.

J. Thomas Bailey, R.L.S. No. 1994

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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 517.

STEVE DUNCAN, CHANCERY CLERK

BY: Clarke D.C.