

STATE OF MISSISSIPPI

BOOK 0935 PAGE 524

168180

COUNTY OF MADISON

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

FOR

**CYPRESS LAKE
(CYPRESS LAKE VILLAS OF CYPRESS LAKE)**

1705
1706

This Supplementary Declaration of Covenants, Conditions and Restrictions for Cypress Lake (Cypress Lake Villas of Cypress Lake) ("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 LAKE VILLAS.** Cypress Lake Villas of Cypress Lake, has been subdivided into various lots shown and depicted as Lots 1 through 12 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 157. Declarant hereby annexes Cypress Lake Villas of Cypress Lake, pursuant to the Declaration, and designates Cypress Lake Villas of Cypress Lake to be the Cypress Lake Villas of Cypress Lake Neighborhood, as defined in the Declaration.

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 Lake Villas of Cypress Lake (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 Lake Villas of Cypress Lake, which Lots are numbered 1 through 12, 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 1 through 12 shall contain at least Two Thousand (2000) square feet, and at least One Thousand (1000) 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) Subject to the provisions of Paragraph 4 relating to Zero Lot Lines, no dwelling or other residential building shall be located nearer than twenty-five (25) feet to the front lot line, nor nearer than ten (10) feet to any interior lot line not designated a Zero Lot Line, as provided herein, 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) Lots 1 through 12 are contiguous to a portion of the lake known as Cypress Lake. A maintenance and use easement is provided along the edge of Cypress Lake adjacent to the rear lot line of Lots 1 through 12. This easement shall run from each Owner's lot line to the edge of the water of Cypress Lake. This easement is 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 abutting such Owner's Lot. If the Owner fails to maintain the easement area, the Association may do so and shall charge such expenses to the Owner. The Association shall restrict access to the area of this Easement. The provisions of this subparagraph shall be construed by the Cypress Lake Architectural Review Committee to promote general conformity with the overall landscaping and design plan of the development.

(f) 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.

4. ADDITIONAL COVENANTS.

(a) Lake Area. The covenants, conditions and restrictions and all terms and conditions of the Supplementary Declaration of Covenants, Conditions and Restrictions for Cypress Lake (Cypress Lake Lake Area) dated June 22, 1995, as recorded in Book 935 Page 481 in the Land Records in the Office of the Chancery Clerk of Madison County, Mississippi are hereby adopted by the Declarant with respect to Lots 1-12 and the real property described as Lots 1-12 including any and all improvements constructed or to be constructed on such property shall be subject to such Supplementary Declaration.

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

(c) 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.

(d) 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.

(e) Zero Lot Line and Maintenance and Construction Easement. One side boundary of each Lot in Cypress Lake Villas of Cypress Lake shall be designated a Zero Lot Line. The Owner ("Zero Lot Line Owner") of such Lot and the Architectural Review Committee may make such designation and the Zero Lot Line Owner shall file such designation of record within ten (10) days of written request by the Architectural Review Committee. If the Zero Lot Line Owner fails to do so, the Architectural Review Committee may do so. When one side Lot line has been designated as the Zero Lot Line, there shall be imposed on the five feet adjoining the opposite side lot line a Maintenance and Construction Easement for the benefit of the Owner ("Adjoining Owner") of the Lot which adjoins such Maintenance and Construction Easement.

(f) Zero Lot Line Construction. When one side line of a Lot has been designated as a Zero Lot Line, the Zero Lot Line Owner may construct a dwelling with no set back limitation on such Zero Lot Line Side.

(g) Construction Within Easement. If the Zero Lot Line Owner constructs a fence, plants shrubs, or places or installs any other item within the five foot Construction and Maintenance Easement prior to the time the Adjoining Owner constructs a dwelling, the Zero Lot Line Owner at his or her expense, upon ten (10) days written notice from the Adjoining Owner shall remove such items from the Easement to allow the Adjoining Owner to construct a dwelling. After the Adjoining Owner has completed construction, the Zero Lot Line Owner may replace such items and/or construct or install other items within the Easement. Thereafter, if the Adjoining Owner needs access to the Easement area for construction, repair or maintenance, the Adjoining Owner shall notify the Zero Lot Line Owner in writing, at least ten (10) days prior to the date access is needed. If any fence, plant, or other item in the Easement must be removed or is damaged, the Adjoining Owner shall pay the costs of such removal or damage and shall pay the costs to restore the Zero Lot Line Owner's fence, plant or other item to the same condition as before such removal or damage.

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 Lake Villas of Cypress Lake 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 Lake Villas of Cypress Lake 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 22nd 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

BOOK 0935 PAGE 529

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, on this the 2nd 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 LAKE VILLAS OF CYPRESS LAKE) after first having been duly authorized by said Corporation and Partnership so to do.

Sharon S. Dany
NOTARY PUBLIC

My Commission Expires:

7-7-95

INDEXING INSTRUCTIONS:

Lots 1 through 12, Cypress Lake Villas of Cypress Lake

PREPARED BY:

A.M. EDWARDS, III (MSB #5478)
Wells, Moore, Simmons & Neeld
1300 Deposit Guaranty Plaza
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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 836.85 feet to a point, run thence North 992.76 feet to a point on a curve to the left having a central angle of 36 degrees 32 minutes 48 seconds and a radius of 468.70 feet, said point being the Point of Beginning for the description of a parcel of land described as follows: run thence Southwesterly and along said curve to the left for an arc distance of 298.97 feet (chord bearing and distance, South 75 degrees 15 minutes 17 seconds West, 293.92 feet) to the point of tangency of said curve; run thence South 56 degrees 58 minutes 53 seconds West for a distance of 171.68 feet to the point of curvature of a curve to the right having a central angle of 47 degrees 42 minutes 57 seconds and a radius of 393.31 feet; run thence Southwesterly and along said curve to the right for an arc distance of 327.54 feet (chord bearing and distance South 80 degrees 50 minutes 22 seconds West, 318.16 feet) to a point; run thence North 78 degrees 09 minutes 45 seconds West for a distance of 54.03 feet to a point; run thence North 02 degrees 57 minutes 13 seconds West for a distance of 152.46 feet to a point; run thence North 68 degrees 06 minutes 04 seconds East for a distance of 79.59 feet to a point; run thence North 62 degrees 00 minutes 13 seconds East for a distance of 69.88 feet to a point; run thence North 56 degrees 22 minutes 26 seconds East for a distance of 298.43 feet to a point; run thence North 66 degrees 55 minutes 58 seconds East for a distance of 66.70 feet to a point; run thence North 76 degrees 53 minutes 14 seconds East for a distance of 62.40 feet to a point; run thence North 84 degrees 07 minutes 14 seconds East for a distance of 60.70 feet to a point; run thence South 82 degrees 04 minutes 15 seconds East for a distance of 102.31 feet to a point; run thence South 64 degrees 59 minutes 01 seconds East for a distance of 99.64 feet to a point; run thence South 15 degrees 26 minutes 41 seconds East for a distance of 168.43 feet to the Point of Beginning, containing 4.61 acres, more or less.

Witness my signature on this the _____ day of _____, 1995.

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



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 524.

STEVE DUNCAN, CHANCERY CLERK

BY: Charles D.C.