

**SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS OF
THE COMMUNITIES OF CASTLEWOODS FOR
WILLOW WOODS OF CASTLEWOODS
PART SIX(A)**

THIS SUPPLEMENTARY DECLARATION is made and executed on this the 3RD day of APRIL, 1996, by BAYCASTLE PROPERTIES, L.P., a Mississippi limited partnership, (hereinafter referred to as "Declarant").

WITNESS

WHEREAS, Declarant is the owner of that certain real property situated in Rankin County, Mississippi, more particularly described on Exhibit "A" attached hereto, and desires to create and develop thereon a residential community; and

WHEREAS, to this end, Declarant, as successor in interest pursuant to those certain Assignments of Rights Under Covenants as recorded in Book 639 at Page 475 in the office of the Chancery Clerk of Rankin County, Mississippi, desires to subject all of the real property described in Exhibit "A" hereto to those certain covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges and liens heretofore set forth in that certain instrument executed by the Declarant's predecessor in title, dated January 29, 1986, and entitled "Declaration of Covenants, Conditions and Restrictions for the Communities of Castlewoods", (which instrument is referred to herein as the "Declaration") which Declaration is of record in the office of the Chancery Clerk of Rankin County, Mississippi in Book 501 at Page 92 and reference thereto is hereby made for all purposes; and

WHEREAS, the Declarant deems it desirable to extend the scheme of the covenants and restrictions set forth in the Declaration to the additional real property described in Exhibit "A", to this Supplementary Declaration, which additional real property is a part of the Additional lands referred to in the Declaration and is being added to and made a part of the property which is subject to the Declaration pursuant to Section 2 of Article XIII of the Declaration; and

WHEREAS, the Declarant deems it desirable also to subject Lots 258 through 266 and Lots 285 through 293, Willow Woods of Castlewoods, Part Six(A), to the additional covenants and restrictions as hereinafter set forth;

NOW THEREFORE, the Declarant hereby states and declares as follows, to-wit:

(1) Willow Woods of Castlewoods, Part Six(A), has been divided into various lots and parcels as is shown and depicted on the Plat thereof, which Plat has been filed for record in the office of the Chancery Clerk of Rankin County, in Plat Cabinet "C" at Slot 29. Reference to the Plat is hereby made for all purposes.

(2) All the terms, provisions and conditions of the Declaration are hereby imposed upon Willow Woods of Castlewoods, Part Six(A), and hereafter Willow Woods of Castlewoods, Part Six(A), and each and every portion thereof, is and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to each and all of the covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges and liens set forth in the Declaration, as the same may be amended in accordance with the provisions thereof, to the same extent and with like force and effect as if each and all of such covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges and liens were set forth herein.

(3) In addition, Willow Woods of Castlewoods, Part Six(A), and each and every portion thereof, are and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to each and all of the additional and supplemental covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges and liens herein set forth below, as follows, to-wit:

(a) All Lots, with no exceptions, in the Subdivision shall be known, described and used as residential lots, and no building shall be erected, altered, placed or permitted to remain on any one of the Lots other than one single-family dwelling, together with reasonable accessory buildings and outbuildings. No dwelling shall exceed two stories in height, except that three-story dwellings will be permitted if the additional story is a basement, or if a minimum of fifty percent (50%) of the additional story is below street grade of the street or streets abutting the Lot upon which the dwelling is situated. Each accessory building and outbuilding shall be attractive in appearance and shall have a roof and outside walls constructed of the same materials, respectively, as those used in the dwelling on the same Lot.

(b) Except as otherwise provided, no dwelling, nor any other building, shall be located on any Lot in the Subdivision nearer than twenty (20) feet from the adjoining right-of-way line of the street abutting the front lot line of the Lot, nor nearer than twenty (20) feet to any right-of-way line of a street abutting any other side of the Lot.

(c) Except as otherwise provided, no dwelling or any other building, shall be located on any Lot in the Subdivision closer than five (5) feet to any interior side line of the Lot.

(d) Except as otherwise provided, no dwelling or any other building shall be located on any Lot in the Subdivision closer than twenty (20) feet to the back lot line of the Lot.

(e) No dwelling shall be constructed, placed, or moved or maintained upon Lots 258 through 266 and Lots 285 through 293 in the subdivision unless such

dwelling shall contain at least two thousand (2,000) square feet of heated floor space exclusive of open porches and unheated storage spaces. If any dwelling having more than one story consists in part of a basement (which word, as used herein, shall mean a story so situated that a minimum of fifty percent (50%) of such story is below street grade of the street or streets abutting the Lot upon which the dwelling is situated), the floor space in the basement, whether heated or not, shall not be considered in determining whether the dwelling complies with the requirements of this Subparagraph (e).

(f) Due to the natural terrain, lot configurations and/or proximity of adjacent structures, it may be inadvisable to enforce the above stated set-back and square footage requirements. Therefore, notwithstanding anything herein to the contrary, the Architectural Review Committee may approve specific deviations to the set-back requirements and square footage requirements which the Architectural Review Committee believes to be beneficial to a specific home site or to adjacent home sites.

(g) Except as otherwise provided, 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. The garage or carport must provide space for parking of not less than two (2) or more than three (3) standard-size automobiles.

(h) The builder of the original dwelling on each Lot in the Subdivision shall construct a sidewalk four (4) feet in width along the entire length of that portion of the public street or streets which abuts the Lot. The edge of each sidewalk nearest to the street along which it is constructed shall be located two (2) feet from the back of the curb alongside the street, unless it becomes necessary to curve the sidewalk away from the curb so as to avoid a fire hydrant, street sign, tree or other obstruction. If it becomes necessary so to curve the sidewalk, the sidewalk shall be curved smoothly, uniformly and attractively away from the curb and around the obstruction so that neither the obstruction nor the sidewalk itself will become a hazard to persons using the sidewalk. Construction and/or maintenance of the sidewalk either within the street right-of-way or on private property shall constitute the granting of permission to use the sidewalk to any and all persons who use the sidewalk in a safe and reasonable manner. The grade of each such sidewalk shall be uniform and consistent with, and shall vary uniformly and consistently with, the grade of the top of the curb along which the sidewalk is constructed. Each such sidewalk shall be scored at four-foot intervals, with an expansion joint every eight (8) feet, and shall be constructed of broom finish concrete four (4) inches in thickness.

(i) Plans for the construction of any fence must be submitted to and approved by the Architectural Review Committee before any fence is placed or construction is commenced on any Lot in the Subdivision. Such plans must include the location, materials, height, design, character and color of each and all

components of the fence. Any fence which does not comply with the plans approved therefor shall be removed or brought into full compliance with the approved plans.

(j) 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 in the subdivision. 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 therefor, shall be removed or brought into full compliance with the approved plans.

(k) 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. Such plans shall contain all information requested by the Architectural Review Committee.

(l) The ownership, maintenance and repair of any and all drainage pipes, stormwater inlets, and other appurtenant drainage facilities located on any Lot shall be that of the Owner of the Lot on which such pipes, inlets and facilities are located. The Declarant shall have the right to improve, maintain and repair such pipes, inlets and facilities at any time for any purpose. In no event shall the Declarant have the duty to improve, maintain or repair any drainage pipe, stormwater inlet or other appurtenant drainage facility located within Willow Woods of Castlewoods, Part Six(A). Under no circumstances shall drainage facilities be considered a "utility" which is reserved to the Declarant by the Reservation of the Plat of the Subdivision.

(m) An easement is hereby granted to all members and guests of the Castlewoods Golf Course using the golf course facilities adjacent to any of the Lots within Willow Woods of Castlewoods, Part Six(A), to enter upon the Lots adjacent to the golf course for the purpose of retrieving golf balls which from time to time during the normal course of play may land or fall on the Lots. By acceptance of delivery and recording of the deed therefor, an Owner purchasing Lot 266 or Lot 293, being the Lots in the Willow Woods of Castlewoods, Part Six(A), adjacent to (or near) the golf course, acknowledges that from time to time such Lots may be subject to such ingress and egress by members and guests of the golf course and that balls may from time to time fly across or land on their property, and such owners do also acknowledge and agree that they shall have no course of action against the Declarant or Castlewoods Golf Club or its members or their guests or guests of the Club for any ingress and egress to their property or for any damages suffered from any balls landing on their property, except for such damages resulting from gross negligence of any individual, and then such action may be brought only against such individual.

(n) No person shall cut any tree located within thirty (30) feet of the right of way of Castlewoods Boulevard except upon prior written approval of the Architectural Review Committee.

(4) This Supplementary Declaration may be amended in the same manner to the same extent as if provided in the Declaration.

(5) All words and expressions in this Supplementary Declaration shall have the same meanings, respectively, as are attributed to them by the Declaration, except that the word "herein", as used in this Supplementary Declaration, shall mean in this Supplementary Declaration.

IN WITNESS WHEREOF, the undersigned authorized officer of ZACH T. HEDERMAN, JR., PROPERTIES, INC., General Partner of BAYCASTLE PROPERTIES, L.P., the Declarant, has caused this instrument to be executed for and on behalf of BAYCASTLE PROPERTIES, L.P., on this the 3RD of APRIL, 1996.

BAYCASTLE PROPERTIES, L.P.
A Mississippi Limited Partnership

By its General Partner:
ZACH T. HEDERMAN, JR.,
PROPERTIES, INC.
A Mississippi Corporation

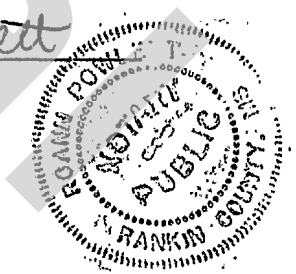
By: [Signature]
Zach T. Hederman, Jr., President

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for said county and state, on this the 3RD day of APRIL, 1996, 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 and General Partner of BAYCASTLE 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 SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS OF THE COMMUNITIES OF CASTLEWOODS FOR WILLOW WOODS OF CASTLEWOODS, PART SIX(A) after first having been duly authorized by the Corporation and the Limited Partnership so to do.

[Signature]
NOTARY PUBLIC

My Commission Expires:
Notary Public State of Mississippi At Large
Commission Expires January 29, 2000
J. J. HEDERMAN-MARCHETTI, INC.



INDEXING INSTRUCTIONS:

LOTS 258 THROUGH 266, LOTS 285 THROUGH 293
WILLOW WOODS OF CASTLEWOODS, PART SIX(A)

PREPARED BY:

A.M. EDWARDS, III (MBN 5478)
Wells, Moore, Simmons & Neeld
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Telephone: (601) 354-5400
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31HCASTLEWOOD-6A.SUP(3-27-96)

DESCRIPTION OF WILLOW WOODS OF CASTLEWOODS, PART SIX (A)

Located in the Northeast Quarter (NE 1/4) and the Northwest Quarter (NW1/4) of the Southeast Quarter (SE 1/4) and the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 21, Township 6 North, Range 3 East, Rankin County, Mississippi:

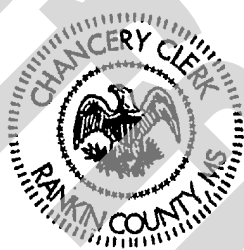
Commence at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 21, Township 6 North, Range 3 East, Rankin County, Mississippi; run thence South 89 degrees 59 minutes 35 seconds West for a distance of 280.72 feet to a point; run thence South for a distance of 889.09 feet to the Southeast corner of Willow Woods of Castlewoods, Part One a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Rankin County at Brandon, Mississippi in Plat Cabinet B Slot 358, 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 the following described parcel of land:

Run thence North 15 degrees 14 minutes 10 seconds East and along the East line of said Willow Woods of Castlewoods, Part One for a distance of 248.37 feet to the Southwest corner of Lot 257 of Willow Woods of Castlewoods, Part Two a subdivision according to a map or plat thereof on file and of record in said office of the Chancery Clerk in Plat Cabinet B Slot 372, reference to which is hereby made in aid of and as a part of this description; run thence along the East line of said Willow Woods of Castlewoods, Part Two as follows: run thence South 79 degrees 25 minutes 01 seconds East for a distance of 110.00 feet to a point; run thence North 08 degrees 02 minutes 02 seconds East for a distance of 165.10 feet to a point; run thence South 79 degrees 13 minutes 02 seconds East for a distance of 54.98 feet to a point; run thence, leaving said Willow Woods of Castlewoods, Part Two, North 86 degrees 06 minutes 59 seconds East for a distance of 114.22 to a point; run thence South 87 degrees 02 minutes 02 seconds East for a distance of 193.26 feet to a point; run thence South 79 degrees 08 minutes 09 seconds East for a distance of 201.61 feet to a point; run thence South 69 degrees 32 minutes 09 seconds East for a distance of 250.59 feet to a point; run thence South 14 degrees 12 minutes 09 seconds West for a distance of 160.00 feet to a point on a curve to the right having a central angle of 10 degrees 59 minutes 36 seconds and a radius of 595.18 feet; run thence Southeasterly and along said curve to the right for an arc distance of 114.20 feet (chord bearing and distance South 46 degrees 57 minutes 52 seconds East, 114.02 feet) to the point of tangency of said curve; run thence South 41 degrees 28 minutes 04 seconds East for a distance of 45.05 feet to a point; run thence South 14 degrees 50 minutes 11 seconds West for a distance of 77.88 feet to a point on a curve to the left having a central angle of 17 degrees 04 minutes 50 seconds and a radius of 720.72 feet; run thence Northwesterly and along said curve to the left for an arc distance of 214.85 feet (chord bearing and distance North 56 degrees 37 minutes 13 seconds West, 214.06 feet) to a point; run thence South 24 degrees 00 minutes 54 seconds West for a distance of 159.26 feet to the Northeast corner of Willow Court of Castlewoods, Part One, a subdivision according to a map or plat thereof on file and of record in said office of the Chancery Clerk of Rankin County in Plat Cabinet B, Slot 370, reference to which is hereby made in aid of and as a part of this description; run thence along the North line of Willow Court of Castlewoods, Part One as follows: run thence North 70 degrees 33 minutes 20 seconds West for a distance of 95.00 feet to a point; run thence North 76 degrees 39 minutes 24 seconds West for a distance of 175.00 feet to a point; run thence South 69 degrees 55 minutes 58

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WW Six (A)

seconds West for a distance of 275.00 feet to a point; run thence South 88 degrees 13 minutes 27 seconds West for a distance of 288.74 feet to a point on the East line of Willow Ridge of Castlewoods, Part One a subdivision according to a map or plat thereof on file and of record in said office of the Chancery Clerk of Rankin County in Plat Cabinet B Slot 359, reference to which is hereby made in aid of and as a part of this description, said point being in a curve to the left having a central angle of 09 degrees 57 minutes 28 seconds and a radius of 256.50 feet; run thence Northerly and along the East line of said Willow Ridge of Castlewoods, Part One as follows: run thence Northerly and along said curve to the left for an arc distance of 44.58 feet (chord bearing and distance North 02 degrees 06 minutes 35 seconds East, 44.52 feet) to the point of tangency of said curve; run thence North 02 degrees 52 minutes 09 seconds West for a distance of 41.37 feet to the point of curvature of a curve to the right having a central angle of 16 degrees 24 minutes 35 seconds and a radius of 247.72 feet; run thence Northeasterly and along said curve to the right for an arc distance of 70.95 feet (chord bearing and distance, North 05 degrees 20 minutes 09 seconds East, 70.70 feet) to the Point of Beginning, containing 9.47 acres, more or less.

Exhibit "A" p 2
 WW SIX (A)



RANKIN COUNTY MS
 THIS INSTRUMENT
 WAS FILED FOR
 RECORD

96 4-4 AM 11:45
 IN B 762 P 156
 MURPHY ADKINS, CHY. CLK.
 BY *H. Myers* D.C.