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SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS OF
THE COMMUNITIES OF CASTLEWOODS FOR
AZALEA COURT OF CASTLEWOODS, PART ONE

THIS SUPPLEMENTARY DECLARATION, made and executed on this the
24TH day of JUNE, 1992, 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 Assignment of Rights Under Covenants as recorded
in Book 639 at Page 475 in the office of the Chancery Clerk of
Rankin County, desires to subject all of said 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 said Chancery Clerk of
Rankin County 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 Azalea
Court of Castlewoods, Part One, to the additional covenants and
restrictions as hereinafter set forth;

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

- (1) Azalea Court of Castlewoods, Part One, has been divided into
various lots and parcels as is shown and depicted on a Plat
thereof, which Plat has been filed for record in the office of the
Chancery Clerk of Rankin County, in Plat Cabinet "B" at Slot 310
thereof. Reference to said Plat is hereby made for all purposes.

(2) All the terms, provisions and conditions of the Declaration are hereby imposed upon Azalea Court of Castlewoods, Part One, and hereafter Azalea Court of Castlewoods, Part One, 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 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, Azalea Court of Castlewoods, Part One, and each and every portion thereof, is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject also 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 said 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 said 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 said Subdivision nearer than fifteen (15) feet from the adjoining right-of-way line of the street abutting the front side of the Lot, nor nearer than fifteen (15) 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 said Subdivision closer than seven and one-half (7.5) feet to any interior side line of said Lot. "Zero Lot Line" dwellings shall be permitted in Azalea Court of Castlewoods, Part One, as herein provided. A dwelling or accessory building may be located next to one of the Lot's interior side lines provided that the dwelling shall have no doors, windows or other openings in its

exterior wall adjacent to such zero lot line and provided also that the dwelling on the adjacent Lot across such zero lot line is not situated on such zero lot line (or the plans submitted for a dwelling on such adjacent Lot do not indicate that such dwelling will be situated on such zero lot line). The provisions of this subparagraph shall be interpreted and enforced to permit flexibility during the planning of the original dwelling for each Lot provided that the minimum distance between dwellings shall be 7.5 feet.

(d) Except as otherwise provided, no dwelling or any other building shall be located on any Lot in said Subdivision closer than fifteen (15) feet to the rear lot line of said Lot.

(e) No dwelling shall be constructed, placed, or moved upon any Lot in said subdivision unless such dwelling shall contain at least One Thousand Five Hundred (1,500) square feet of heated floor space exclusive of porches and unheated storage spaces. If any dwelling having more than one story consists in part of a basement, 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 set-back and square footage requirements. Therefore, notwithstanding anything herein to the contrary, the Architectural Review Committee may approve specific deviations to said set-back requirements and square footage requirements which it 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. Said 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 said Subdivision shall construct a sidewalk four (4) feet in width along the entire length of that portion of the public street or streets which abut the Lot. The edge of each such 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; and 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 or permission to use the sidewalk to any and all persons who use same in a safe and reasonable manner. The grade of each such sidewalk shall be uniform and consistent with, 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 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 said Subdivision. Such plans must include the material, materials, height, design, character and color of the fence and all components of said 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) Complete plans for each dwelling, 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.

(k) 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 drainage 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 the Sale Court of Castlewoods, Part One. Under no circumstances shall drainage pipes, stormwater inlets, and other appurtenant drainage facilities be considered a "utility" which is reserved to the Declarant by the Reservation on the Plat of said Subdivision.

(l) The more restrictive provisions set forth in Subparagraphs (b), (c), and (d) above shall apply to specific Lots therein mentioned.

(m) So much of any Lot within Azalea Court of Castlewoods, Part One, within seven and one-half (7.5') of an interior side line which is designated and approved by the Architectural Review Committee as a "zero lot line" for the adjacent Lot shall thereafter be subject to permanent easements in favor of the Association, the Declarant, and the Owner of the adjacent Lot for the following purposes: to permit the construction, lateral support, maintenance and repair of the dwelling on the adjacent Lot; to permit the overhang of roof eaves and the encroachment of downspouts; and to permit the installation, operation, repair and maintenance of underground pipes, drains, wire, conduits, cables, ducts, valves, switches, facilities and appurtenances needed to provide utility and other similar services to the dwelling on the adjacent Lot.

All buildings, buildings and improvements shall be subject to approval by the Architectural Review Committee before such dwelling, building or other improvement is placed or construction is commenced on any Lot within the subdivision.

(o) An easement is hereby granted to all members and guests of the Castlewood Golf Course using the golf course facilities adjacent to any of the Lots within said Azalea Court of Castlewoods, Part One, to enter upon the Lots adjacent to said golf course for the purpose of retrieving golf balls which may be found on said Lots. By normal course of play may land on said Lots. By acceptance of delivery and recording of the deed therefor, an Owner purchasing any of Lots 1 through 7 (inclusive), being the Lots in said Azalea Court of Castlewoods, Part One, adjacent to (near) said golf course, acknowledge 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 at any time fly across or land on their property. All such owners do also acknowledge and agree that they shall have no course of action against the Declarant, Castlewood 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.

(4) This Supplementary Declaration may be amended in the same manner and 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 said ZACH T. HEDERMAN, JR., PROPERTIES, INC., as the corporate General Partner of BAYCASTLE PROPERTIES, L.P., the Owner, has caused this instrument to be executed and for and on behalf of said BAYCASTLE PROPERTIES, L.P., on this the 24TH day of JUNE, 1992.

BAYCASTLE PROPERTIES, L.P.
A Mississippi Limited Partnership

By its General Partner:

ZACH T. HEDERMAN, JR.,
PROPERTIES, INC.
A Mississippi corporation

By: Zach T. Hederman, Jr.
Zach T. Hederman, Jr., President

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONAL came and appeared before me, the undersigned authority in and for said county and state, on this the 24TH day of JUNE, 1992, within my jurisdiction, the above and within _____ 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 as its act and deed he executed the above foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said corporation as said General Partner of said limited partnership and as its own act and deed after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires: _____
My Commission Expires: _____ Jan. 5, 1995



EXHIBIT "A"

AZALEA COURT OF CASTLEWOODS, PART ONE

Commence at the corner common to Sections 16, 17, 20 and 21, Township 6 North, Range 3 East Rankin County, Mississippi and run thence South 00 degrees 02 minutes 04 seconds East along the line common to said Sections 20 and 21 for a distance of 2,353.27' to the POINT OF BEGINNING: run thence North 67 degrees 33 minutes 26 seconds East for a distance of 5.03' to a point on a curve having a partial central angle of 15 degrees 21 minutes 22 seconds and a radius of 311.27 feet; run thence southeasterly along said curve for an arc distance of 83.43' (chord bearing and distance: South 10 degrees 29 minutes 29 seconds East, 83.18'); run thence North 76 degrees 49 minutes 02 seconds East for a distance of 7.36' to the point of tangency of a curve having a partial central angle of 33 degrees 21 minutes 21 seconds and a radius of 292.89 feet; run thence southeasterly along said curve for an arc distance of 169.01' (chord bearing and distance: South 86 degrees 24 seconds 41 minutes East, 169.01'); run thence South 22 degrees 26 minutes 41 seconds East for a distance of 92.87'; run thence South 02 degrees 41 minutes 23 seconds East for a distance of 171.98'; run thence South 30 degrees 30 minutes 30 seconds West for a distance of 62.11 feet; run thence South 30 degrees 53 minutes 14 seconds West for a distance of 82.58 feet to a point on a curve having a partial central angle of 07 degrees 02 minutes 32 seconds and a radius of 45 feet; run thence Northeasterly along said curve for an arc distance of 55.45 feet (chord bearing and distance of North 02 degrees 02 minutes 14 seconds East, 39.10 feet); run thence North 07 degrees 07 minutes 50 seconds West for a distance of 180.50 feet; run thence South 10 degrees 58 minutes 15 seconds East for a distance of 116'; run thence North 04 degrees 42 minutes 53 seconds West for a distance of 151.84'; run thence North 13 degrees 15 minutes 38 seconds West for a distance of 107.49' to a point on the boundary of a certain 90.21 acre parcel of land conveyed by MCF... Enterprises, Inc., by Warranty Deed filed... in the office of said Chancery Clerk in Deed Book 616... reference to which is hereby made for all purposes, which 90.21 acre parcel of land is designated as Tract I in... which corner is located in the Southeast Quarter of the Northeast Quarter of said Section 20 and is on the boundary line... North 37 degrees 07 minutes 08 seconds East for a distance of 14.09'; run thence North 37 degrees 07 minutes 08 seconds East along the boundary of said 90.21 acre parcel of land for a distance of 141'; run thence North 67 degrees 33 minutes 26 seconds East for a distance of 157.42' to the point of beginning.

The above described parcel of land is situated in the East One-Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and the East One-Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 20 and the West One-Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the West One-Half (W 1/2) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 21, all being in Township 6 North, Range 3 East, Rankin County, Mississippi, and contains 3.45 acres, more or less.



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 IN B 648
 MURPHY ADKINS, CHY. CLK.
 BY [Signature] D.C.