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**SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS OF
THE COMMUNITIES OF CASTLEWOODS FOR
AZALEA COURT OF CASTLEWOODS
PART THREE(A)**

THIS SUPPLEMENTARY DECLARATION is made and executed on this the 9th day of MAY, 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 1 through 6 and Lots 35 through 40, Azalea Court of Castlewoods, Part Three(A), to the additional covenants and restrictions as hereinafter set forth;

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

(1) Azalea Court of Castlewoods, Part Three(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 33. Reference to the 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 Three(A), and hereafter Azalea Court of Castlewoods, Part Three(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, Azalea Court of Castlewoods, Part Three(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 fifteen (15) feet from the adjoining right-of-way line of the street abutting the front lot line 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 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 fifteen (15) feet to the back lot line of the Lot.

(e) No dwelling shall be constructed, placed, or moved or maintained upon Lots 1 through 6 and Lots 35 through 40 in the subdivision unless such dwelling shall

contain at least one thousand three hundred (1,300) 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 Azalea Court of Castlewoods, Part Three(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.

(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 9th of MAY, 1996.

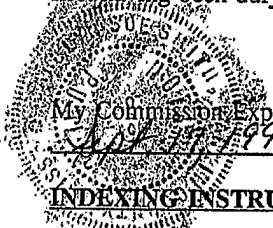
BAYCASTLE PROPERTIES, L.P.
A Mississippi Limited Partnership

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 RANKIN

PERSONALLY came and appeared before me, the undersigned authority in and for said county and state, on this the 9th day of MAY, 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 which is 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 AZALEA COURT OF CASTLEWOODS, PART THREE(A) after first having been duly authorized by the Corporation and the Limited Partnership so to do.



[Signature]
NOTARY PUBLIC

INDEXING INSTRUCTIONS:

LOTS 1 THROUGH 6 AND LOTS 35 THROUGH 40,
AZALEA COURT OF CASTLEWOODS, PART THREE(A)
SW 1/4 OF NW 1/4 OF SECTION 21, T6N, R3E

PREPARED BY:

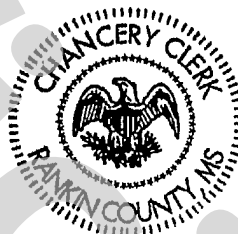
A.M. EDWARDS, III (MBN 5478)
Wells, Moore, Simmons & Neeld
1300 Deposit Guaranty Plaza
P.O. Box 1970
Jackson, Mississippi 39215-1970
Telephone: (601) 354-5400
Telecopier: (601) 355-5850

31HCASLEW01AZ-CT-3A.SUP(5-8-96)

DESCRIPTION OF AZALEA COURT OF CASTLEWOODS, PART 3(A)

Commence at the Northwest corner of the South Half of the Northwest Quarter of Section 21, Township 6 North, Range 3 East, Rankin County, Mississippi, said corner being on the North line of Azalea Court of Castlewoods, Part Two, 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 344, reference to which is hereby made in aid of and as a part of this description; run thence North 89 degrees 59 minutes 35 seconds East and along said North line of Azalea Court of Castlewoods, Part Two and North line of the South Half of the Northwest Quarter of Section 21 for a distance of 332.46 feet to the Northeast corner of said Azalea Court of Castlewoods, Part Two and the Point of Beginning for the description of the following described parcel of land: Continue thence North 89 degrees 59 minutes 35 seconds East and along said North line of the South Half of the Northwest Quarter of Section 21 for a distance of 380.00 feet to North 89 degrees 59 minutes 35 seconds East and along said North line of Azalea Court of Castlewoods, Part Two and North line of the South Half of the Northwest Quarter of Section 21 for a distance of 332.46 feet to a point; run thence South 00 degrees 00 minutes 25 seconds East for a distance of 344.02 feet to a point; run thence South 09 degrees 34 minutes 15 seconds West for a distance of 56.12 feet to a point; run thence South 66 degrees 31 minutes 01 seconds West for a distance of 55.23 feet to a point; run thence North 61 degrees 05 minutes 55 seconds West for a distance of 95.20 feet to a point; run thence North 71 degrees 14 minutes 53 seconds West for a distance of 239.38 feet to a point; run thence North 00 degrees 00 minutes 25 seconds West for a distance of 128.29 feet to a point; run thence North 86 degrees 50 minutes 09 seconds West for a distance of 10.02 feet to a point on the East line of said Azalea Court of Castlewoods, Part Two; run thence North 00 degrees 00 minutes 25 seconds West, and along said East line of Azalea Court of Castlewoods, Part Two, for a distance of 169.52 feet to the Point of Beginning.

The above described parcel of land is located in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW1/4) of Section 21, Township 6 North, Range 3 East, Rankin County, Mississippi and contains 3.11 acres, more or less.



RANKIN COUNTY MS
THIS INSTRUMENT
WAS FILED FOR
RECORD

96 5-13 AM 8:30
IN B 765 P 667
MURPHY ADKINS, CHY. CLK.
BY *Murphy* D.C.