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2006 4762  
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02-24-2006 01:02:45 PM  
H. O. Adkins - Chancery Clerk  
Rankin County, MS

**SUPPLEMENTARY DECLARATION OF  
COVENANTS AND RESTRICTIONS OF  
THE COMMUNITIES OF CASTLEWOODS FOR  
WILLOW CREST OF CASTLEWOODS**

THIS SUPPLEMENTARY DECLARATION is made and executed on this the 23 day of February, 2006, by CASTLEWOODS DEVELOPMENT, LLC, a Mississippi limited liability company, (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 to certain rights more particularly described in that certain Partial Assignment of Rights Under Covenants as recorded in Book 3000 at Page 4753 in the office of the Chancery Clerk of Rankin County, Mississippi, desires to subject all of the real property described in Exhibit "A", 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 50, Willow Crest of Castlewoods, to the additional covenants and restrictions as hereinafter set forth;

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

(1) Willow Crest of Castlewoods 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 D at Slots 182-183. 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 Crest of Castlewoods and hereafter Willow Crest of Castlewoods, 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 Crest of Castlewoods, 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, moved or maintained upon Lots 8 through 14, Lots 18 through 26 and Lots 30 through 31 inclusive ("Golf Course Lots"), in the subdivision unless such dwelling shall contain at least two thousand two hundred (2,200) square feet of heated floor space exclusive of open porches and unheated storage spaces. No dwelling shall be constructed, placed, moved or maintained upon Lots 1 through 7, Lots 15 through 17, Lots 27 through 29 and Lots 32-50, inclusive ("Non-Golf Course Lots"), 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. No dwelling or any other building shall be located on a Golf Course Lot nearer than twenty-five (25) feet from any lot line which abuts the Castlewoods Golf Course. 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, which garage must be attached to the dwelling. The garage 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) All mailboxes shall be the type approved by the Architectural Review Committee. Any mailbox which does not comply with the approved mailboxes, shall be removed.

(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. Architectural shingles shall be required on all Lots which abut the Castlewoods Golf Course.

(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, but not the obligation, 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 Crest of Castlewoods. 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. The Declarant has granted an easement to the Communities of Castlewoods Owners Association, Inc. to maintain and repair any drainage pipe, stormwater inlet, or other appurtenant drainage facility.

(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 Crest of Castlewoods, 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 a Golf Course Lot in Willow Crest of Castlewoods, 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 one of the Lots. Each such Owner acknowledges and agrees that such Owner shall have no cause 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 any Lot or for any damages suffered from any balls landing on any Lot, except for such damages resulting from gross negligence of any individual, and then such action may be brought only against such individual.

(n) The Declarant is conveying to the Association certain Common Areas as depicted on the Plat. The Association has agreed to assume all maintenance of the Common Areas.

(4) The following shall apply with respect to all construction on any Lot in Willow Crest of Castlewoods:

(a) The Owner of any Lot shall be responsible for any damage occurring to any curb, gutter, manhole, water valve, storm water inlet, fire hydrant, street light or any apparatus related to any thereof which is located on, under, across or adjacent to such Owner's Lot.

(b) The Owner of any Lot shall file or cause to be filed any forms or documents required by the Mississippi Department of Environmental Quality under which the Owner shall assume responsibility for compliance with all storm water rules and regulations applicable to such Lot. The Owner shall take necessary actions to control sediment and erosion on the Lot.

(c) Prior to pouring the slab on any Lot, the Owner shall cause to be placed on the Lot a dumpster or other trash disposal receptacle and a portable toilet. All trash and construction debris shall be placed in such trash receptacle. No trash, debris or scrap building materials shall be burned on any Lot. Upon completion of construction, the trash receptacle and portable toilet shall be removed.

(d) In addition to the right of any other party to enforce the Declaration, these requirements may be specifically enforced by the Association, which shall have the authority to cause any Owner to cease construction on any Lot until such requirements have been met and to take any other action authorized in the Declaration. Costs of any such enforcement may be assessed to the Owner.

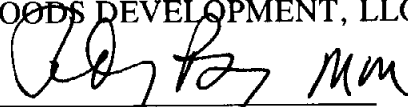
(5) This Supplementary Declaration may be amended in the same manner to the same extent as if provided in the Declaration. Further, so long as the Declarant owns any Lot in Willow Crest of Castlewoods, the Declarant must approve any amendment to this Supplementary Declaration.

(6) 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.

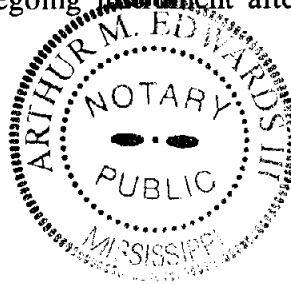
IN WITNESS WHEREOF, the undersigned Managing Member of CASTLEWOODS DEVELOPMENT, LLC, the Declarant, has caused this instrument to be executed for and on behalf of CASTLEWOODS DEVELOPMENT, LLC, on this the 23 of February, 2006.

CASTLEWOODS DEVELOPMENT, LLC

By:   
Randy Berg, Managing Member

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED before me, the undersigned authority in and for the aforesaid county and state, on this 23 day of February, 2006, within my jurisdiction, the within named Randy Berg, who acknowledged that he is Managing Member of Castlewoods Development, LLC, and that for and on behalf of the Company, and as the act and deed of the Company, he executed the above and foregoing instrument after first having been duly authorized by the Company so to do.



  
NOTARY PUBLIC

My Commission Expires:  
1-16-10

**INDEXING INSTRUCTIONS:**

LOTS 1 THROUGH 50

Willow Crest of Castlewoods

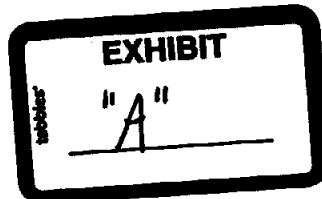
NE 1/4 of SE 1/4 of Section 21, T6N, R3E and NW 1/4 of SE 1/4 and SW 1/4 of SW 1/4 of Section 22, T6N, R3E

**PREPARED BY:**

A.M. EDWARDS, III (MBN 5478)  
Wells, Moore, Simmons & Hubbard, PLLC  
4450 Old Canton Road, Suite 200  
P.O. Box 1970  
Jackson, Mississippi 39215-1970  
Telephone: (601) 354-5400  
Telecopier: (601) 355-5850

the following described land being situated in the  
 Northeast 1/4 of the Southeast 1/4 of Section 21, T6N-R3E and the Northwest 1/4 of  
 the Southwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 22, T6N-R3E,  
 Rankin County, Mississippi and being more particularly described as follows:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; RUN THENCE  
 EAST FOR A DISTANCE OF 818.08 FEET; THENCE  
 SOUTH FOR A DISTANCE OF 781.57 FEET TO A CHISELED SQUARE IN GOLF CART PATH, MARKING THE NORTHWEST CORNER OF WILLOW  
 WOODS OF CASTLEWOODS, PART SIX (B) AS RECORDED IN PLAT CABINET C, SLOT 30 IN THE OFFICE OF THE CHANCERY CLERK OF RANKIN  
 COUNTY, MISSISSIPPI AND BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE  
 NORTH 41 DEGREES 32 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 40.00 FEET TO A SET 1/2 INCH IRON PIN; THENCE  
 NORTH 35 DEGREES 08 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 205.89 FEET TO A FOUND IRON PIN; THENCE  
 NORTH 26 DEGREES 02 MINUTES 10 SECONDS EAST ALONG THE SAID EAST LINE OF THE SAID CASTLEWOODS GROUP, LLC PROPERTY FOR  
 A DISTANCE OF 147.04 FEET; THENCE  
 NORTH 35 DEGREES 28 MINUTES 39 SECONDS EAST ALONG THE SAID EAST LINE OF THE SAID CASTLEWOODS GROUP, LLC PROPERTY FOR  
 A DISTANCE OF 220.11 FEET TO A SET IRON PIN; THENCE  
 NORTH 42 DEGREES 07 MINUTES 06 SECONDS EAST ALONG THE SAID EAST LINE OF THE SAID CASTLEWOODS GROUP, LLC PROPERTY FOR  
 A DISTANCE OF 86.52 FEET TO A FOUND IRON PIN; THENCE  
 NORTH 76 DEGREES 40 MINUTES 29 SECONDS EAST ALONG THE SAID EAST LINE OF THE SAID CASTLEWOODS GROUP, LLC PROPERTY FOR  
 A DISTANCE OF 93.88 FEET TO A FOUND IRON PIN; THENCE  
 NORTH 13 DEGREES 46 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 38.19 FEET TO A SET 1/2 INCH IRON PIN; THENCE  
 SOUTH 73 DEGREES 50 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 183.20 FEET TO A SET 1/2 INCH IRON PIN; THENCE  
 NORTH FOR A DISTANCE OF 150.00 FEET TO A SET 1/2 INCH IRON PIN; THENCE  
 WEST FOR A DISTANCE OF 200.00 FEET TO A SET 1/2 INCH IRON PIN; THENCE  
 SOUTH 05 DEGREES 37 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 44.07 FEET TO A SET 1/2 INCH IRON PIN; THENCE  
 SOUTH 84 DEGREES 22 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 113.12 FEET TO A SET 1/2 INCH IRON PIN; THENCE  
 NORTH 00 DEGREES 00 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 104.92 FEET TO A SET 1/2  
 INCH IRON PIN; THENCE  
 NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 648.35 FEET TO A SET 1/2 INCH IRON PIN; THENCE  
 SOUTH FOR A DISTANCE OF 100.00 FEET TO A SET 1/2 INCH IRON PIN; THENCE  
 SOUTH 73 DEGREES 18 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 141.27 FEET TO SET 1/2 INCH IRON PIN; THENCE  
 SOUTH 13 DEGREES 46 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 39.80 FEET TO A SET 1/2 INCH IRON PIN; THENCE  
 NORTH 76 DEGREES 40 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 21.17 FEET TO A SET 1/2 INCH IRON PIN; THENCE  
 NORTH 81 DEGREES 16 MINUTES 24 SECONDS EAST ALONG THE SAID EAST LINE OF THE SAID CASTLEWOODS GROUP, LLC PROPERTY FOR  
 A DISTANCE OF 87.90 FEET TO A FOUND IRON PIN; THENCE  
 NORTH 89 DEGREES 10 MINUTES 53 SECONDS EAST ALONG THE SAID EAST LINE OF THE SAID CASTLEWOODS GROUP, LLC PROPERTY FOR  
 A DISTANCE OF 133.16 FEET TO A FOUND IRON PIN; THENCE  
 SOUTH 10 DEGREES 55 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF THE SAID CASTLEWOODS GROUP, LLC PROPERTY FOR A  
 DISTANCE OF 197.74 FEET TO A FOUND IRON PIN; THENCE  
 SOUTH 10 DEGREES 38 MINUTES 34 SECONDS EAST ALONG THE WEST LINE OF THE SAID CASTLEWOODS GROUP, LLC PROPERTY FOR A  
 DISTANCE OF 219.28 FEET TO A FOUND IRON PIN; THENCE  
 SOUTH 21 DEGREES 11 MINUTES 47 SECONDS EAST ALONG THE WEST LINE OF THE SAID CASTLEWOODS GROUP, LLC PROPERTY FOR A  
 DISTANCE OF 59.55 FEET TO A FOUND IRON PIN; THENCE  
 SOUTH 12 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE WEST LINE OF THE SAID CASTLEWOODS GROUP, LLC PROPERTY FOR A  
 DISTANCE OF 495.58 FEET TO A FOUND IRON PIN; THENCE



2006 4769

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SOUTH 04 DEGREES 35 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF THE SAID CASTLEWOODS GROUP, LLC PROPERTY FOR A DISTANCE OF 212.76 FEET TO A FOUND IRON PIN; THENCE

SOUTH 11 DEGREES 18 MINUTES 36 SECONDS EAST ALONG THE WEST LINE OF THE SAID CASTLEWOODS GROUP, LLC PROPERTY FOR A DISTANCE OF 21.79 FEET TO A SET 1/2 IRON PIN MARKING THE NORTHEAST CORNER OF WILLOW WOODS OF CASTLEWOODS, PART SIX (C) AS RECORDED IN PLAT CABINET C, SLOT 303 IN THE OFFICE OF THE CHANCERY CLERK, RANKIN COUNTY, MISSISSIPPI; THENCE

SOUTH 89 DEGREES 02 MINUTES 11 SECONDS WEST ALONG THE NORTH LINE OF SAID WILLOW WOODS OF CASTLEWOODS, PART SIX (C) FOR A DISTANCE OF 138.43 FEET TO A SET 1/2 INCH IRON PIN MARKING THE NORTHEAST CORNER OF LOT 414; THENCE

NORTH 79 DEGREES 36 MINUTES 15 SECONDS WEST ALONG THE SAID NORTH LINE OF WILLOW WOODS OF CASTLEWOODS, PART SIX, (C) FOR A DISTANCE OF 142.32 FEET TO A SET 1/2 INCH IRON PIN MARKING THE NORTHEAST CORNER OF LOT 412; THENCE

NORTH 66 DEGREES 00 MINUTES 33 SECONDS WEST ALONG THE SAID NORTH LINE OF WILLOW WOODS OF CASTLEWOODS, PART SIX (C) FOR A DISTANCE OF 68.71 FEET TO A FOUND IRON PIN MARKING THE NORTHWEST CORNER OF LOT 412 OF SAID WILLOW WOODS OF CASTLEWOODS, PART SIX (C) AND ALSO MARKING THE NORTHEAST CORNER OF LOT 411 OF SAID WILLOW WOODS OF CASTLEWOODS, PART SIX (B); THENCE

NORTH 65 DEGREES 31 MINUTES 21 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 411 FOR A DISTANCE OF 100.0 FEET TO A SET 1/2 INCH IRON PIN MARKING THE NORTHWEST CORNER OF SAID LOT 411; THENCE

NORTH 62 DEGREES 34 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 70.00 FEET TO A SET 1/2 INCH IRON PIN MARKING THE NORTHEAST CORNER OF LOT 410 OF SAID WILLOW WOODS OF CASTLEWOODS, PART SIX (B); THENCE

NORTH 53 DEGREES 18 MINUTES 50 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 410 FOR A DISTANCE OF 99.11 FEET TO A FOUND IRON PIN MARKING THE NORTHWEST CORNER OF SAID LOT 410; THENCE

NORTH 47 DEGREES 08 MINUTES 03 SECONDS WEST ALONG THE NORTH LINE OF LOTS 409, 408 AND 407 OF SAID WILLOW WOODS OF CASTLEWOODS, PART SIX (B) FOR A DISTANCE OF 156.69 FEET TO A SET 1/2 INCH IRON PIN; THENCE

NORTH 41 DEGREES 32 MINUTES 35 SECONDS WEST ALONG THE NORTHERLY LINE OF LOTS 407, 406, 405 AND 404 OF SAID WILLOW WOODS OF CASTLEWOODS, PART SIX (B) FOR A DISTANCE OF 360.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.09 ACRES, MORE OR LESS.



By *S. McLaw*

*Wells Moore*

Rankin County, MS  
I certify this instrument was filed on  
02-24-2006 01:02:45 PM  
and recorded in DEED Book  
2006 at pages 4762 - 4769  
Murphy Adkins - Chancery Clerk