

Law  
243-318

AMENDED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTION  
PART 5 - LOTS 243 - 318 INCLUSIVE  
LAURELWOOD SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: that FANNIN PROPERTIES II LTD,  
a Mississippi General Partnership (hereinafter, the "Developer"),  
is the owner of real property located in Rankin County,  
Mississippi, more particularly described as follows:

Lots 243 through 318 Part 5, LAURELWOOD SUBDIVISION  
as shown by a map or plat thereof, which has been filed  
with the Chancery Clerk of Rankin County, Mississippi,  
and is recorded in Cabinet B, Slot 307, of the plat  
records of said county reference to which map or plat  
of this description, the same being a part of Section  
23, Township 6 North, Range 2 East, Rankin County,  
Mississippi,

(hereinafter, the "Subdivision:") does hereby publish and declare  
that the real property shown on this plat shall be held, conveyed,  
sold leased, used, occupied and improved subject to the covenants,  
conditions and restrictions incorporated herein.

It is the intent of Fannin Properties II Ltd. to develop this  
property, as a residential subdivision to be known as Laurelwood,  
Part 5. To provide for preservation of values and amenities in  
this development and for the maintenance of certain common areas  
and facilities to be developed within it, the Developer desires to  
subject the real property as herein described to the covenants,  
conditions and restrictions contained in this Declaration, each and  
all of which are for the benefit of the Developer and any person or  
other entity purchasing or otherwise acquiring an ownership  
interest therein, their respective heirs, legal representatives,

successors, or assigns. For the purpose of preserving the values and amenities of the development, the Laurelwood Homeowner Association, Inc. a nonprofit corporation under the laws of the State of Mississippi has been formed to have the powers and duties of owning, operating, maintaining and administering the common areas, facilities and services within Laurelwood, Part 5, administering and enforcing the covenants, conditions and restrictions contained herein and imposing the associated charges and assessments in payment therefor by all owners.

The covenants, conditions and restrictions contained in this Declaration shall be deemed to run with and bind the land. The lots in this Subdivision are identified as lot number from 243 through 318, inclusive, and all dimensions are shown in feet and inches on the final plat. All public streets and utility easements specifically shown or described on the plat are dedicated to The Town of Flowood for their usual and intended purposes. Easements and sites reserved for the common use and enjoyment of the property owners are dedicated to the Laurelwood Homeowner Association, Inc. as indicated on the plat. The covenants, conditions and restrictions contained in this Declaration shall inure to the benefit of and be enforceable by Fannin Properties II Ltd., its successors and assigns, and any person acquiring or owning an interest in said property.

Developer, in order to provide for the imposition upon Laurelwood Part 5 (Expansion Property) of mutually beneficial restrictions and covenants for the benefit of all Owners in Laurelwood and to provide for reciprocal restrictions and easements

among and for the benefit of all Owners, hereby declares all Lots (243 - 318 inclusive) designated as Laurelwood Part 5, to be "Expansion Property" as defined in Article II, Property Subject to this Declaration; Additions Thereto, Section 2. "Expansion Property" of the Declaration of Covenants, Conditions and Restriction for Part 4A, Lots 117-194 Inclusive, Part 4B, Lots 195-242 Inclusive, Laurelwood Subdivision, as recorded in the Office of the Chancery of Rankin County, Mississippi; at Book 611, Pages 468-505. Developer, Fannin Properties II Ltd. hereby desires and elects that Laurelwood Part 5 shall be considered "Expansion Property" and come under the terms and conditions of the Declaration. In regard to this election, all lots (243-318 inclusive) designated as Laurelwood Part 5, shall be subject to the covenants, restrictions, rules and regulations of the Laurelwood Homeowners Association, Inc.

However, membership of owners of individual lots in Laurelwood Part 5 in the "Laurelwood Homeowners Association, Inc.", as established by Article III of the said Declaration of Covenants, Conditions and Restriction for Part 4A and 4B of Laurelwood Subdivision shall not be mandatory, until such time as the subdivision shall be approved by the Department of Housing and Urban Development (HUD) under its rules and regulations applicable to Planned Unit Developments (PUD's), at which time membership in the Association shall become mandatory.

ARTICLE I  
PROTECTIVE COVENANTS  
LOTS 243 - 319 INCLUSIVE  
PART 5 LAURELWOOD SUBDIVISION

SECTION 1. LAND USE AND BUILDING TYPE. All lots shown on the recorded plat of Laurelwood, Part 5, Lots 243-319 (inclusive), the "Subdivision", shall be known, described and used as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of said lots herein designated in said Subdivision other than one single family residential unit constructed for the purpose of housing not to exceed one family, not exceeding two (2) stories feet in height along with customary outbuildings, such as garage, carport or storage building, either separated with or in connection with the main dwelling.

SECTION 2. RESIDENTIAL PURPOSE. The term "residential purpose" shall generally be defined as single-family homes, and shall exclude any and all home occupations and commercial and professional uses, and among other things, group quarters, beauty parlors, mechanics, auto or lawn mower repair shops, garage apartments, apartment houses, duplex and multifamily residences, profit or nonprofit nursing homes, churches, schools, and other similar private or charitable enterprises. Any and all such usages of this property are hereby expressly prohibited. However, this paragraph shall not prohibit use of a portion of a residence as a part-time professional office, provided that no signs advertising such use are posted on or about the premises, no person other than

members of the family residing on the premises shall be engaged in such occupation; there is no change in the outside appearance of the premises or other evidence of such home occupation; no equipment or process is used in such home occupation which creates noise, vibration, glare, fumes, odors, electrical interference detectable to the normal senses of the lot; no additional traffic is generated in the Subdivision because of such use, and an annual permit for such use is obtained from the appropriate governing authority. No noxious or offensive trade or hobby activities, including automotive repair visible from the front street, shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to other property owners within the Subdivision.

SECTION 3. TIMELY CONSTRUCTION. The exterior of all structures and grounds related thereto within the Subdivision must be substantially completed in accordance with the plans and specifications approved by the Developer within twelve months after construction of the same is commenced, except where such completion is impossible or is the result of matters beyond the control of the developer or builder, such as strikes, casualty losses, national emergencies or acts of God.

SECTION 4. BUILDING LOCATION. No building or any extension or part thereof (excluding exterior air conditioning equipment), shall be erected on any residential lot in the Subdivision nearer than twenty-five (25) feet from the front lot line; or nearer than twenty-five (25) feet from the rear lot line; or nearer than five (5) feet from the side lot line of such lots, as shown on the

recorded Plat. On corner lots, the building setback line shall be the minimum front yard setback line or twenty-five (25) feet from any existing or proposed right-of-way of any street or road. The dwelling shall face the street and the side yard building setback line shall be one-half (1/2) of the minimum front yard setback line, or twelve and one-half (12-1/2) feet. Driveways and sidewalks shall not be considered as an extension of the structure for the purposes of setback. Driveways and sidewalks may intrude upon the front, side and rear set back requirements. Eaves of buildings located within the setback lines provided in this paragraph may extend across setback lines, but shall not extend across any other lot lines.

SECTION 5. DWELLING SIZE. No main residential structure shall be permitted on any lot in the Subdivision, with a heated and cooled living area of less than 1200 square foot, provided the Developer may approve up to a ten percent (10%) variance at its discretion. For the purpose of determining heated and cooled living area, porches (other than glass enclosed), garages, and storage areas, shall not be included in determination of livable heated and cooled floor area of each residence.

SECTION 6. ARCHITECTURAL CONTROL BOARD. The plans and specifications for any structure to be constructed on a Subdivision lot must be submitted to the Developer, or the designated representative or assigns, for approval prior to commencement of construction. Plans and specifications shall include, but not be limited to, a plat of the location of the structure on the lot, the floor plan and elevation of the structure, specification building

materials list including roofing, brick, siding, and exterior color selection. The Architectural Control Board, to be appointed by Developer, will approve or disapprove said plans and specifications including exterior material and color selections. It is the intent of the Developer to preserve an overall harmonious, pleasing appearance of the Subdivision through architectural control of exterior color and material selections, structure design and elevation. Such approval will not be unreasonably withheld.

SECTION 7. GARAGES OR CARPORTS. Each single family structure shall be required to have a covered off street parking facility for not less than two automobiles; however, a garage or carport is not required for each residential structure. In the event that a residential structure is not afforded a carport or garage, a privacy fence must be installed to cover most of the perimeter of the rear yard. Deviation from this restriction shall require approval of the Architectural Control Board.

SECTION 8. PRIVACY FENCING. All privacy fencing materials and location must be approved by Architectural Control Board. Fencing material must be of treated wood and conform to height and design as specified by Architectural Control Board.

A. Installation of chain-link, cyclone, or other wire fencing is not permitted. No fence, wall, or hedge shall be placed on any of the said lots nearer to any street than is permitted for the house on said lot. Developer, or Association, reserves the right to remove or cause to be removed, at Owner's expense, any fence, hedge, wall or other structure which interferes with the visibility required for the safe flow of vehicular traffic.

D. An exception to the Subdivision Standard privacy fencing will be the installation by Developer of any type fencing he may choose to enclose certain perimeters of the Subdivision or decorative fencing to enhance the visible appearance.

SECTION 9. VISIBILITY OF MECHANICAL EQUIPMENT. No mechanical equipment, such as a filter system or vacuum system for swimming pools, shall be located so as to be visible from the street and must be enclosed by treated wood fencing; except, however, an air conditioning compressor used in connection with the main Living Unit may be located on the side of such dwelling, provided that the unit is screened from street view by shrubbery or by Subdivision standard privacy fence. No air conditioning compressor may be located on the front of any structure facing the street.

SECTION 10. OUTBUILDINGS. Outside storage buildings are permitted and shall be located to the rear of the main Living Unit; however, there shall be no outside storage building placed on any lot unless the backyard is enclosed by privacy fencing. No outside storage building shall exceed a height of seven (7) feet and must be specifically approved by the Architectural Control Board.

SECTION 11. ANCILLARY STRUCTURES. All ancillary structures, including garages, storage buildings, gazebos, hothouses, and pool or patio covers must be placed within the setback lines established herein and must be approved by the Architectural Control Board. No garage or outbuilding on said property shall be used as a permanent residence or living quarters.



SECTION 12. MAIL BOX REQUIREMENT. All mail boxes shall be of standard design as approved by the Architectural Control Board. Said residential mail box shall be installed prior to close or final inspection of any house constructed on each lot.

SECTION 13. LANDSCAPING REQUIREMENT. There shall be a minimum of landscaping installed around each house to be constructed on said Lot. This minimum landscaping shall be determined by the Architectural Control Board. In addition, there shall be a requirement that when no trees are located on an individual lot, one tree must be planted in the front yard of any house constructed thereon. This tree shall not be less than two inches (2") in diameter at the base of its trunk.

SECTION 14. LOT APPEARANCE. Each owner shall maintain the appearance of his Lot in high quality condition, and will provide and maintain landscaping on all easements and utility boxes located on his lot. The grass, flowers, and shrubbery must be kept in orderly fashion. Grass, weeds, and vegetation on each lot owned shall be kept mowed at regular intervals by each Owner, so as to maintain the same in a neat and attractive manner. Trees, shrubs, and plants which die shall be promptly removed from such lots. This requirement applies to all Lots owned before and after a home is built on the Lot. Should any Owner refuse or neglect to comply with the terms of this paragraph, the Developer, or Association may, at its option and in its discretion, have dead trees removed from the property and mow and remove debris, and the Owner of such lot shall be obligated immediately to reimburse the Developer or

Construction for the lot of which early 1917...  
...erated a Restrictive Covenant... shall...  
upon the Lot.

**SECTION 15. EXTERIOR TV AND RADIO APPARATUS.** No...  
...terior apparatus may be installed...  
...TV antenna may be installed...  
...line. Any deviation from...  
...require approval of the... Control Board.

**SECTION 16. TEMPORARY STRUCTURES.** No structures  
...character, tent, shed, or...  
...chauling shall be used on any lot in the Subdivision...  
...time of a residence, either temporarily or permanently, nor shall  
...structure be visible from the street.

**SECTION 17. LOT SUBDIVISION.**  
...The lot or lots platted in the Subdivision may  
...into smaller lots, provided, nothing in the... shall  
...prohibit the building of a lot... lot or...  
...originally platted.

...In the event a... of...  
...to construct... living that...  
...both  
...lots, then the covenants, conditions, and restrictions contained  
...herein shall apply as if the continued lot were one single lot.

**SECTION 18. EASEMENTS.**  
...A. Easements for installation and maintenance of  
...utilities, drainage facilities and green belt preservation...  
...shown on the recorded plat.

3. In addition, Developer reserves a five foot easement for utility purposes on all lot lines.

C. Without written approval of the Architectural Control Board: (1) No privacy fencing shall intrude in such easement; and, (2) No trees shall be cut or removed from easements. If an approved fence is place upon an easement and it becomes necessary for the utility company or Town of Flowood to enter that easement, all costs for removal of and replacement of such fence shall be borne by the Lot Owner.

SECTION 19. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats or other household pets may be kept, provided that such are not kept, bred, or maintained for any commercial purpose. All pets must be kept on a leash and under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents. All pets must be properly vaccinated and registered with appropriate public authorities. Any outside enclosures for dogs, cats, or other household pets shall be located behind the rear of the Living Unit, shall be screened from public view and shall be maintained in a safe and sanitary condition, in accordance with the general rules and regulations of any governing authority.

SECTION 20. VEHICLES & RECREATIONAL EQUIPMENT. Campers, camper trailers, recreational vehicles, boats and/or boat trailers, trailers and trucks shall be stored within the confines of the carport or garage, or behind privacy fencing.

SECTION 21. LAKE AREA. Use of lake areas is limited to the following:

A. Water recreational equipment, such as small boats, canoes, rafts, flotation devices must be propelled by paddling or by greater than 1/2 horse-power electric motors. No gasoline motors are allowed on the lakes. All boats, canoes, rafts, flotation devices must be removed from the lake when not in use.

B. No docks, piers or walkways, which extend into the lake areas, may be constructed on any Lot. The Common Area is, however, exempted from this limitation.

C. There shall be no pumping of water or irrigating allowed from the lake.

D. Swimming is not allowed in the lake.

SECTION 22. SIGNAGE. No sign of any kind shall be displayed to the public view on any lot without consent of the Developer except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a building contractor to advertise the property during the construction and sales period, said sign to be located within the confines of the lot.

SECTION 23. GUNS, FIREARMS, WEAPONS. No guns, firearms or weapons of any kind, including, but not limited to, handguns, rifles, shotguns, BB and pellet guns, or pistols, bows and arrows, sling-shot or other weapons shall be allowed on any street or Common Area or discharged anywhere within the confines of the Development.

SECTION 24. NUISANCES. No noxious or offensive trade or activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

SECTION 25. DUMPING OF WASTE. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.

SECTION 26. SANITATION. The use of privies, septic tanks, cesspools, or disposal plants for disposal of sewage is prohibited. The use of outdoor toilets is prohibited except during construction. All residences constructed in the Subdivision must be connected to the existing Town of Flowood sewerage system.

SECTION 27. WATER SYSTEMS. No individual water supply systems shall be permitted on any Lot. All residences constructed in the Subdivision must be connected to the Town of Flowood water supply system. Irrigation or pumping of water from the lake is strictly prohibited.

SECTION 28. STRUCTURAL ALTERATIONS, ADDITIONS AND EXTERIOR COLOR. If a Lot Owner desires to alter, deviate, change exterior appearance, enclose, or incorporate additions of any type, including, but not limited to, addition of carport or garage, which deviate from the original plans and specifications as filed with the Developer, or Architectural Control Board, the Owner must submit revised plans and specifications indicating location, materials, color selection, design and location plat to the Architectural Control Board for approval prior to commencement of construction of such alteration, change, deviation, exterior

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change, enclosure or addition. This requirement shall also apply to exterior color changes. It is the Developer's intent to maintain an attractive, harmonious appearance to said Subdivision.

#### ARTICLE II

##### GENERAL PROVISIONS

SECTION 1. SEVERABILITY. All of the restrictions and covenants appearing herein as well as those appearing in a deed or other conveyance of any Lot to which they apply shall be construed together, but if any one of the same shall be held to be invalid by judgment of court decree, or for any reason is not enforced or enforceable, none of the other restrictions or covenants shall be affected or impaired thereby, but shall remain in full force and effect.

SECTION 2. ENFORCEMENT. If any Owner of any Lot, or his heirs, devisees, and assigns or successors shall violate or attempt to violate any of the covenants herein, any other person or persons owning any of said Lots in the Subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from so doing, or to recover damages for such violation. In such an event, the Owner of the Lot or Lots causing the violation or upon which the violation occurs, shall pay all attorneys fees, court costs, and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid covenants, and regardless of whether suit is actually filed, all such fees, costs and expenses shall be a lien upon the Lot and improvements.

SECTION 3. TERM. These covenants shall run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time these covenants shall be automatically extended thereafter for successive ten (10) year periods. At any time the Developer or seventy-five per cent (75%) of the Lot Owners in said Subdivision may, by written instrument filed and recorded in the Office of the Chancery Clerk of Rankin County, Mississippi, agree that these Covenants shall be terminated or changed in whole or in part.

SECTION 4. CONSENT. After a one (1) year period following the sale of the last Lot owned by the Developer, all consents required in this Declaration from the Developer shall be transferred to the Association, whose consent shall be required in lieu of the Developer's consent.

EXECUTED this 23rd day of July, 1992

FANNIN PROPERTIES II LTD.

By [Signature]  
Larry L. Johnson, as Managing  
General Partner

STATE OF MISSISSIPPI

COUNTY OF RANKIN



Personally appeared before me, the undersigned authority in said county and state, on this 23rd day of July, 1992, the within named LARRY L. JOHNSON, who I have known and know to be the Managing General Partner of Fannin Properties II Ltd., a Mississippi general partnership, and in his representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires Oct. 7, 1995

My Commission expires.

Cynthia Edwards  
Notary Public



RANKIN COUNTY MS  
THIS INSTRUMENT  
WAS FILED FOR  
RECORD

92 7-24 650/116  
IN B 650 7/12  
MURPHY AKINS, CHY. CLK.  
BY [Signature] D.C.