

**CERTIFICATE OF DECLARATION AND DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
PHASE TWO, PART B, LOTS 60 - 91 INCLUSIVE AND LOTS 93 - 101 INCLUSIVE
LAURELWOOD II SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS: that THE LAURELWOOD DEVELOPMENT COMPANY, a Mississippi corporation (hereinafter, the "Developer"), the successor in interest to Fannin Properties II, Ltd. is the owner of real property located in Rankin County, Mississippi, more particularly described as follows:

Lots 60 through 91 inclusive and Lots 93 through 101 inclusive, Phase Two, Part B, LAURELWOOD II 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 C, Slide 126 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 the Developer to develop this property, as a residential subdivision to be known as Laurelwood II, Phase Two, Part B. 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 II, Phase Two, Part B, Subdivision, 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 lots numbered from 60 through 91, inclusive, and from 93 through 101, 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 County of Rankin or the City 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 Homeowners Association, Inc. as indicated on the plat. The covenants, conditions and restrictions contained in this Declaration shall insure the benefit of and be enforceable by the Developer its successors and assigns, and any person acquiring or owning an interest in said property. Developer, as successor in interest to Fannin Properties II, Ltd. and in order to provide for the imposition upon Laurelwood II, Phase Two, Part B, Subdivision (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 (60 - 91 and 93 - 101 inclusive) designated as Laurelwood II, Phase Two, Part B, 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 Restrictions 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. The Developer hereby desires and elects that Laurelwood II, Phase Two, Part B Subdivision shall be considered "Expansion Property" and come under the terms and conditions of the declaration. In regard to this election, all lots (60-91 inclusive and 93-101 inclusive) designated as Laurelwood II, Phase Two, Part B, shall be subject to the covenants, restrictions, rules and regulations of the Laurelwood Homeowners Association, Inc.

**ARTICLE I
ADDITIONAL PROTECTIVE COVENANTS
LOTS 60-91 INCLUSIVE AND 93-101 INCLUSIVE
PHASE TWO, PART B, LAURELWOOD II SUBDIVISION**

SECTION 1. LAND USE AND BUILDING TYPE. All lots shown on the recorded plat of Laurelwood II, Phase Two, Part B, Subdivision, Lots 60-91 (inclusive) and 93-101 (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 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 and nonprofit nursing homes, churches, schools, and other similar private or charitable enterprises. Any and all such uses 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 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 of twenty-five (25) feet from any existing or proposed right-of-way of any street or road as 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. Excepted from these provisions are the rear yard setbacks on all lots bordering the lake. These lots shall carry a rear yard setback of ten (10) feet from the rear lot line. Driveways and sidewalks shall not be considered as an extension of the structure for the purposes of the setbacks. Driveways and sidewalks may intrude upon the front, side and rear setback 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 1300 square feet, provided the Developer may approve up to a ten percent (10%) square foot minimum 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 the 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 plans 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 the 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. Any car storage area that is front loading from the street must be in the form of an enclosed garage. If the car storage area is located in the rear of the house, it may be a carport.

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