

CERTIFICATE OF DECLARATION AND DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
PHASE THREE, LOTS 123 - 181 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 123 - 181 inclusive, Phase Three, 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 162 of the plat records of said county reference to which map or plat of this description, the same being a part of Section 14 and 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 Three. 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 Three 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 123 - 181, 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 Three 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 123 - 181, inclusive designated as Laurelwood II, Phase Three, 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 Three Subdivision shall be considered "Expansion Property" and come under the terms and conditions of the declaration. In regard to this election, all lots (123 - 181 inclusive) designated as Laurelwood II, Phase Three, shall be subject to the covenants, restrictions, rules and regulations of the Laurelwood Homeowners Association, Inc.

ARTICLE I
ADDITIONAL PROTECTIVE COVENANTS
LOTS 123 - 181, INCLUSIVE
PHASE THREE, LAURELWOOD II SUBDIVISION

SECTION 1. LAND USE AND BUILDING TYPE. All lots shown on the recorded plat of Laurelwood II, Phase Three, Lots 123 - 181 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. However, Lot 154, at the discretion of the Developer, may be used in for construction of a pool and pavilion which will be transferred to the Laurelwood Homeowners Association, Inc. In such case, any structures thereon will be exempt from all set-back and square footage requirements as specified in this document.

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.

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 the Owner's expense, any fence, hedge, wall or other structure which interferes with the visibility required for the safe flow of vehicular traffic.

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

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 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 the street view by shrubbery or by the 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 mailboxes shall be of standard design as approved by the Developer. Said residential mailbox 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.

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. Each Owner, so as to maintain the same in a neat and attractive manner, shall keep grass, weeds, and vegetation on each lot mowed at regular intervals. Trees, shrubs, and plants that 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, mow and remove debris. The Owner of such lot shall be immediately obligated to reimburse the Developer or Association for the cost of such work, which cost shall be considered a Restorative Assessment and shall constitute a lien upon the lot.

SECTION 15. EXTERIOR TV AND RADIO APPARATUS. No TV satellite dishes or similar apparatus may be installed on any lot. No radio or TV antennas may be installed which extend above the main structure's roofline. Any deviation from this restriction shall require approval from the Architectural Control Board. Excepted are satellite disks no larger than eighteen inches in diameter.

SECTION 16. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, tent, basement shack, barn or other outbuilding shall be used on any lot in the Subdivision at any time as a residence, either temporarily or permanently, nor shall any structure be visible from the street.

SECTION 17. LOT SUBDIVISION.

A. No lot or lots platted in the Subdivision may hereafter be subdivided; however, nothing in the paragraph shall prohibit the building of a residence on any lot of said Subdivision as originally platted.

B. In the event an Owner of two or more contiguous lots desires to construct one living unit occupying a portion of both lots, then the covenants, conditions, and restrictions contained herein shall apply as if the contiguous lots were one single lot.

SECTION 18. EASEMENTS.

A. Easements for installation and maintenance of utilities, drainage facilities and green belt preservation are reserved as shown on the recorded plat.

B. In addition, Developer reserves a five (5) 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 placed upon an easement and it becomes necessary for the utility company, County of Rankin, or Town of Flowood to enter that easement, all costs for removal and replacement of such fence shall be borne by the lot Owner.

D. All lake lots will have perpetual easements from the rear lot line to the beginning of the lake. This easement is for the use and benefit of the Owner of each individual lot abutting the easement. In consideration of such easement, the Owner of each such lot shall be responsible for mowing and otherwise maintaining the easement abutting such Owner's lot.

SECTION 19. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except for dogs, cats, or other household pets, provided that such are not kept, bred, or maintained for 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. COMMON AREAS. All common areas, park areas, and pond areas are under the control of the Laurelwood Homeowners Association.

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, pistols, bows and arrows, sling-shots, 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. Not 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 the 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.

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, the addition of a 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 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, assigns, or successors 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/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 regardless of whether suit is actually filed. All such fees, costs, and expenses shall be a lien upon the lot and improvements.

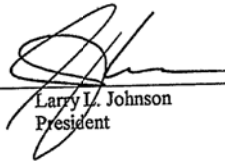
SECTION 3. TERM. These covenants shall run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time these Covenants shall be automatically extended thereafter for successive ten (10) year periods. At any time, the Developer or seventy-five percent (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 2 day of August, 1999.

LAURELWOOD DEVELOPMENT COMPANY

By: _____


Larry L. Johnson
President

STATE OF MISSISSIPPI
COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for said county and state, on this 2nd day of August, 1999, within my jurisdiction, the within named LARRY L. JOHNSON, who acknowledged that he is President of Laurelwood Development Company, a Mississippi corporation, and that in said capacity he executed the above and foregoing instrument, after first having been duly authorized to do so.

Notary Public State of Mississippi At Large
My Commission Expires: December 2, 2000
BONDED THRU HEIDEN-MARCHETTI, INC.

Nancy H. Blalock
Notary Public

My Commission Expires

This Instrument Prepared by: Laurelwood Development Company, P.O. Box 12004,
Jackson, MS 39236-2004 Telephone: (601) 932-2121



RANKIN COUNTY MS 89 8-11 AM 10:30
THIS INSTRUMENT WAS FILED FOR RECORD IN B 884 P 85
BY MURPHY ADKINS, CHY. CLK. D.C.
K Myers

Laurelwood Development