

# Lakewood Village Covenants

## PROTECTIVE COVENANTS

FOR

LAKEWOOD VILLAGES  
PLANNED COMMUNITY

BATESVILLE, MISSISSIPPI

Panola County  
Second Judicial District

Filed at 9:00 Am on

April 26 19 96

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Records of Deeds

Sally H. Fisher, Clerk

By M. J. McLaughlin D.C.

OCTOBER, 1995

### PREPARED FOR:

DWH Partnership  
P. O. Box 1260  
Batesville, MS 38606

### PREPARED BY:

Fisher & Arnold, Inc.  
3205 Players Club Parkway  
Memphis, TN 38125

**LAKEWOOD VILLAGES  
PLANNED COMMUNITY**

**Declaration of Protective Covenants, Architectural Guidelines, Articles of Homeowners' Association, Etc.**

The following Protective Covenants and Architectural Guidelines shall apply to all of the land in Lakewood Villages Planned Community as shown on the plat or plats of the subdivision filed or to be filed in the Batesville Office of the Chancery Clerk of Panola County, Mississippi, and as set out herein.

It is to the benefit, interest and advantage of the Developer and of each and every person or other entity hereafter acquiring any interest in the aforesaid real property that contain covenants, restrictions, easements regulating the use and occupancy of the same be established, fixed, set forth and declared as covenants running with land.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEVELOPER RESERVES AND SHALL HAVE THE RIGHT FOR A PERIOD OF FIFTEEN (15) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND THIS DECLARATION IN WHOLE OR IN PART IN ORDER (1) TO CONFORM THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL, (2) TO CONFORM TO THE REQUIREMENTS OF ANY MORTGAGE LENDER, (3) TO INSURE THE REASONABLE DEVELOPMENT OF THE PROPERTY, OR (4) TO CORRECT SCRIVENER'S ERROR; AND SUCH AMENDMENT SHALL NOT REQUIRE THE CONSENT OF ANY LOT OWNERS OR TENANTS. THE DEVELOPER SHALL RETAIN TOTAL CONTROL OF THE PROPERTY, THE DEVELOPMENT THEREOF, AND THE IMPROVEMENTS THEREON INCLUDING, WITHOUT LIMITATION, PLAN APPROVAL, UNTIL THE DEVELOPMENT IS COMPLETE AND ALL OF THE LOTS HAVE BEEN SOLD.

Any matter addressed by the City of Batesville zoning ordinance that is not addressed herein shall be controlled by said zoning ordinance as now or hereafter amended or enacted.

The Developer shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith. All such interpretations shall be binding on persons or entities claiming any interest in any real property subject to this Declaration.

## TABLE OF CONTENTS

### I. COMMERCIAL PROPERTY

PROTECTIVE COVENANTS .....	Reserved
ARTICLE I: GENERAL PROVISIONS .....	Reserved
ARTICLE II: REGULATIONS .....	Reserved
ARTICLE III: UTILITIES .....	Reserved
ARTICLE IV: ARCHITECTURAL GUIDELINES .....	Reserved
ARTICLE V: GENERAL DEVELOPMENT PLAN .....	22

### II. RESIDENTIAL PROPERTY

PROTECTIVE COVENANTS .....	24
ARTICLE VI: GENERAL PROVISIONS .....	25
600. Property Subject To This Declaration .....	25
601. Purpose Of Restrictions And Covenants .....	28
602. Definitions .....	28
603. Duration Of Covenants .....	29
604. Invalidation .....	29
605. Enforcement Of Restrictions .....	30
606. Resale And Sublease Rights .....	30
607. Recapture .....	30
608. Permitted Uses .....	30
A. Parcel 2 .....	31
B. Parcel 3 .....	32
C. Parcel 3A .....	32
D. Parcel 4 .....	32
E. Parcel 4A .....	32
F. Parcel 5 .....	33
G. Parcel 5A .....	33
ARTICLE VII: REGULATIONS .....	35
700. Approval Of Plans And Specifications .....	35

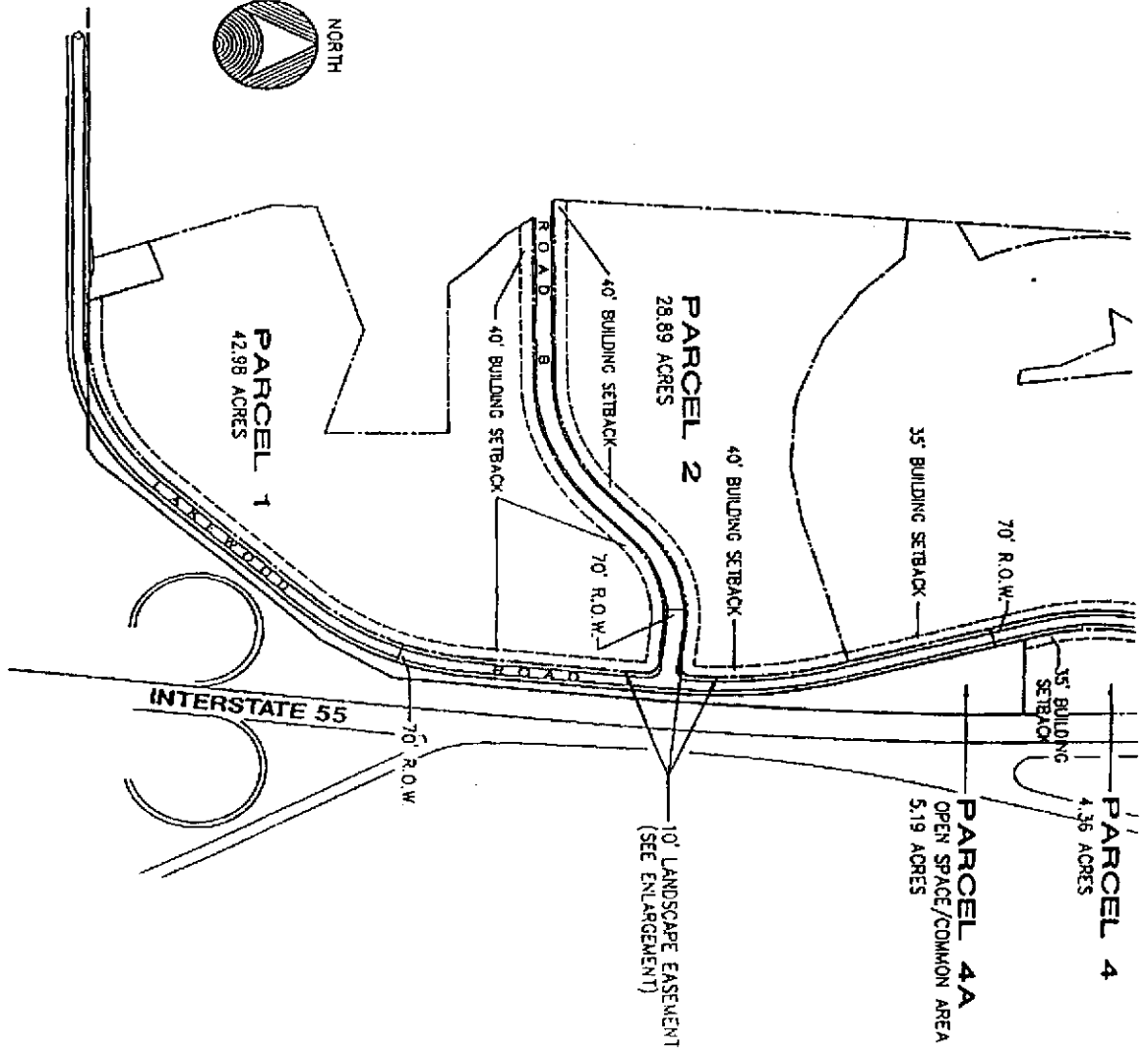
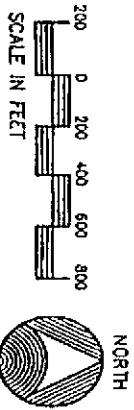
ARTICLE VIII: ARCHITECTURAL GUIDELINES .....	36
800. Architectural Control Committee .....	36
801. Architectural Control Guidelines .....	36
802. Review Procedure .....	36
803. Design Review Compliance Form .....	39
ARTICLE IX: ARCHITECTURAL CONTROL .....	40
ARTICLE X: RESTRICTIVE COVENANTS .....	43
ARTICLE XI: HOMEOWNERS' ASSOCIATION .....	47
APPENDIX A: LAKE LOT FENCING .....	50
APPENDIX B: MAILBOX .....	51
APPENDIX C: LIGHT POST & LANTERN .....	52

# GENERAL PLAN

## LAKEWOOD VILLAGES

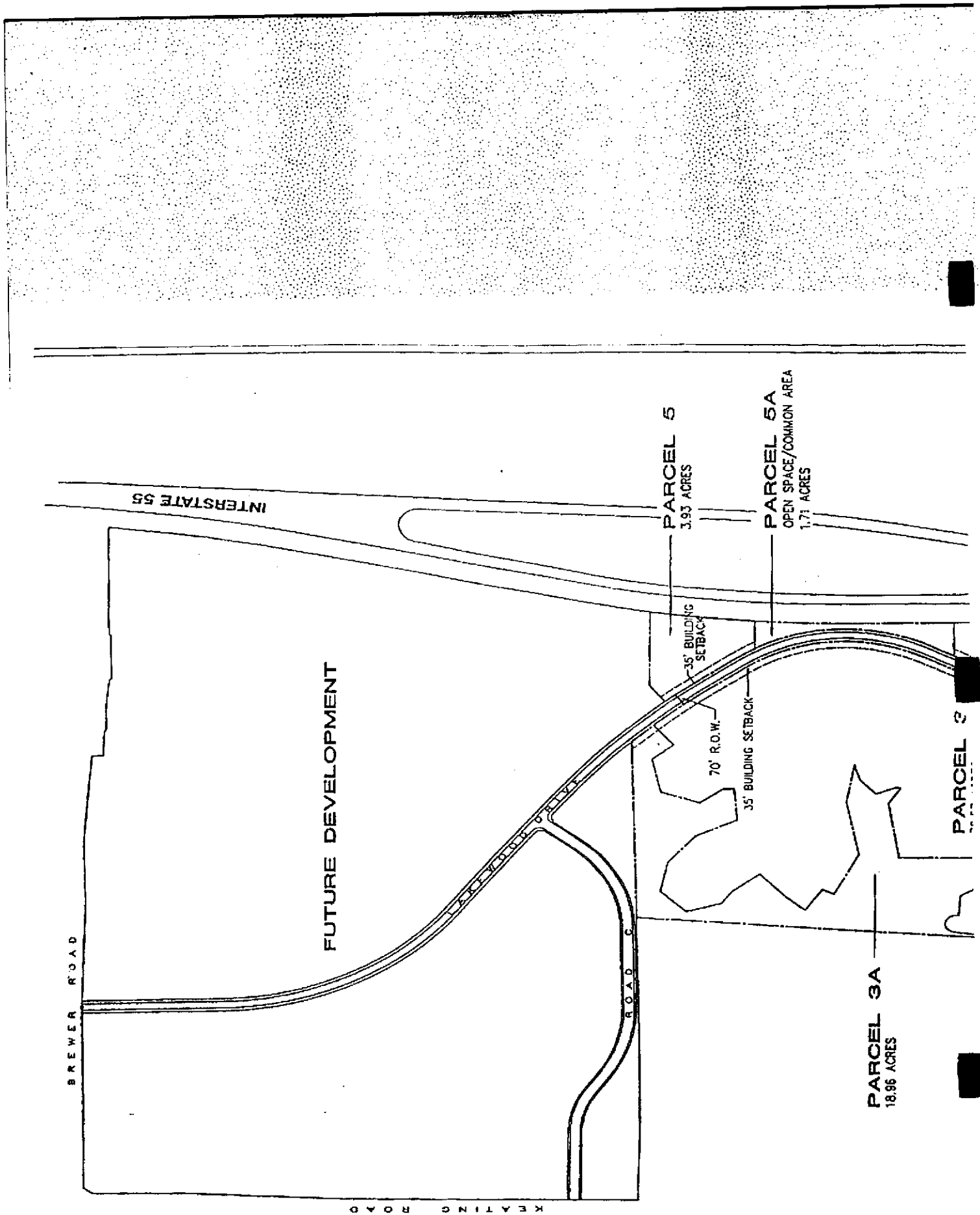
### PLANNED UNIT DEVELOPMENT

#### BATESVILLE, MISSISSIPPI



PREPARED FOR:  
DHW PARTNERSHIP  
BATESVILLE, MISSISSIPPI

**FA** FISHER & ARNOLD, INC.  
ENGINEERS - PLANNERS - LANDSCAPE ARCHITECTS  
ENVIRONMENTAL CONSULTANTS  
475 East Beaver Drive Memphis, TN 38117



## **PROTECTIVE COVENANTS**

### **RESIDENTIAL PROPERTY**

**THIS DECLARATION of protective covenants affecting residential property in the Lakewood Villages Planned Community in Panola County, Mississippi.**

#### **WITNESS:**

Whereas, Developer is the Owner of the real property described in Article VI, Paragraph 600 of this Declaration, and is desirous of subjecting this property to the conditions, covenants, restrictions, regulations, and reservations hereinafter set forth, all of which are for the benefit of said property and for each owner, and shall pass with said property thereof, and shall apply to and beginning upon the owner of any of said lots and his heirs, assigns, devisees, administrators, or other successors in interests;

Each purchaser of any lot of the Property covenants and agrees with Developer, its successors and assigns to use the Property only in accordance with the restrictions herein set forth and to refrain from using the Property in any way inconsistent with or prohibited by the provisions of this Declaration.

NOW THEREFORE, Developer, hereby declares that the real property described in and referred to in Article VI:600 hereof, is and shall be held, transferred, sold, conveyed, leased, subleased, and occupied subject to the conditions, covenants, restrictions, regulations, and reservations hereinafter set forth in Articles V, VI, VII, VIII, IX, X and XI of this Declaration.

## ARTICLE VI: GENERAL PROVISIONS RESIDENTIAL PROPERTY

600. Property Subject To This Declaration (Refer to Overall General Development Plan - Pages 22 and 23)

The real property known as the Lakewood Villages Planned Community is subjected to the protective covenants as set forth herein in the Second Judicial District, County of Panola, State of Mississippi, and is more particularly described as follows:

### PARCEL 2

Beginning at a point on the north side of the proposed R.O.W. of Road B and the west side of the proposed R.O.W. of Lakewood Drive; thence N 83°40'00" W a distance of 128.92 feet; thence westerly long a curve to the left with a radius of 535.00 feet and a distance of 457.11 feet; thence S 47°22'46" W 150.00 feet; thence westerly long a curve to the right with a radius of 665.00 feet and a distance of 459.51 feet; thence S 89°49'16" W a distance of 694.48 feet; thence N 04°40'46" E a distance of 979.75 feet; thence N 04°21'08" E a distance of 43.87 feet; thence N 04°34'52" E a distance of 89.34 feet; thence S 85°25'08" E a distance of 140.68 feet; thence S 44°28'11" E a distance of 202.88 feet; thence S 56°32'15" E a distance of 202.88 feet; thence S 69°33'59" E a distance of 235.04 feet; thence S 78°02'45" E a distance of 50.0 feet; thence S 86°31'30" E a distance of 235.04 feet; thence N 80°29'11" E a distance of 201.85 feet; thence N 74°57'04" E a distance of 564.62 feet; thence S 15°03'19" E a distance of 46.81 feet; thence southerly along a curve to the right with a radius of 1,265.00 feet and a distance of 438.36 feet; thence westerly along a curve to the right with a radius of 35.00 feet and a distance of 55.92 feet to the POINT OF BEGINNING, containing 28.89 acres.

### PARCEL 3

Beginning at a point on the west side of the proposed R.O.W. of Lakewood Drive and the northeast corner of Parcel 2; thence S 74°57'04" W a distance of 564.62 feet; thence S 80°29'11" W a distance of 201.85 feet; thence N 86°31'30" W a distance of 235.04 feet; thence N 78°02'45" W a distance of 50.00 feet; thence N 69°33'59" W a distance of 235.04 feet; thence N 56°32'15" W a distance of 202.88 feet; thence N 44°28'11" W a distance of 202.88 feet; thence N 85°25'08" W a distance of 140.68 feet; thence N 04°34'52" E a distance of 154.36 feet; thence N 63°58'19" E a distance of 157.64 feet; thence northerly along a curve to the right with a radius of 825.00 feet and a distance of 447.22 feet; thence N 04°41'30" E a distance of 227.30 feet; thence northerly along a curve to the right with a radius of 1,275.00 feet and a distance of 135.45 feet; thence northerly along a curve to the right with a radius of 50.00 feet and a distance of 161.44 feet; thence S 85°18'30" E a distance of 117.33 feet; thence S 28°31'47" E a distance of 239.07 feet; thence S 33°32'19" W a distance of 165.72

feet; thence N 83°39'46" E a distance of 128.29 feet; thence S 29°23'24" E a distance of 192.64 feet; thence S 09°26'29" E a distance of 129.88 feet; thence S 83°23'12" E a distance of 54.06 feet; thence N 07°17'44" W a distance of 304.53 feet; thence N 05°04'25" W a distance of 128.29 feet; thence N 12°01'03" E a distance of 78.76 feet; thence N 43°00'45" W a distance of 88.86 feet; thence N 00°11'35" E a distance of 355.28 feet; thence N 80°54'10" E a distance of 324.04 feet; thence S 58°11'01" E a distance of 105.29 feet; thence N 27°31'41" E a distance of 16.35 feet; thence N 21°32'05" W a distance of 108.90 feet; thence N 45°59'42" E a distance of 112.05 feet; thence N 71°08'03" E a distance of 92.54 feet; thence N 79°28'10" W a distance of 219.02 feet; thence S 78°34'28" W a distance of 318.05 feet; thence N 61°28'19" W a distance of 259.12 feet; thence N 26°27'24" E a distance of 63.39 feet; thence N 55°25'55" W a distance of 144.26 feet; thence N 38°49'26" E a distance of 109.40 feet; thence N 46°43'17" E a distance of 88.91 feet; thence N 37°07'12" W a distance of 161.11 feet; thence N 53°39'27" W a distance of 93.57 feet; thence N 14°47'31" W a distance of 171.59 feet; thence N 43°55'25" E a distance of 171.59 feet; thence S 76°58'41" E a distance of 170.95 feet; thence S 49°12'01" E a distance of 199.46 feet; thence S 25°27'57" E a distance of 216.71 feet; thence N 86°19'20" E a distance of 186.15 feet; thence N 00°56'51" W a distance of 54.31 feet; thence N 36°25'54" W a distance of 137.27 feet; thence N 19°34'07" E a distance of 196.10 feet; thence N 77°17'51" E a distance of 198.05 feet; thence S 38°22'40" E a distance of 133.95 feet; thence N 49°22'46" E a distance of 149.41 feet; thence southerly along a curve to the right with a radius of 3,465.00 feet and a distance of 282.26 feet; thence S 36°10'59" E a distance of 240.12 feet; thence southerly along a curve to the right with a radius of 840.00 feet and a distance of 922.20 feet; thence S 26°43'11" W a distance of 273.46 feet; thence southerly along a curve to the left with a radius of 735.00 feet and a distance of 535.90 feet; thence S 15°03'19" E a distance of 618.77 feet to the POINT OF BEGINNING, containing 79.57 acres.

#### PARCEL 3A (COMMON OPEN SPACE)

Beginning at a point of the west side of the proposed R.O.W. of Lakewood Drive and the northeast corner of parcel 3; thence S 49°22'46" W a distance of 149.41 feet; thence N 38°22'40" W a distance of 133.95 feet; thence S 77°17'51" W a distance of 198.05 feet; thence S 19°34'07" W a distance of 196.10 feet; thence S 36°35'54" E a distance of 137.27 feet; thence S 00°56'51" E a distance of 54.31 feet; thence S 86°19'20" W a distance of 186.15 feet; thence N 25°27'57" W a distance of 216.71 feet; thence N 49°12'01" W a distance of 199.46 feet; thence N 76°58'41" W a distance of 170.95 feet; thence S 43°55'25" W a distance of 171.59 feet; thence S 14°47'31" E a distance of 171.59 feet; thence S 53°39'27" E a distance of 93.57 feet; thence S 37°07'12" E a distance of 161.11 feet; thence S 46°43'17" W a distance of 88.91 feet; thence S 38°49'26" W a distance of 109.40 feet; thence S 55°25'55" E a distance of 144.26 feet; thence S 26°27'24" W a distance of 63.39 feet; thence S 61°28'19" E a distance of 259.12 feet; thence N 78°34'28" E a distance of 318.05 feet; thence S 79°28'10" E a distance of 219.02 feet; thence S 71°08'03" W a distance of 92.54 feet; thence S 45°59'42" W a distance of 112.05 feet; thence S 21°32'05" E a distance of 108.90 feet; thence S 27°31'41" W a distance of 16.35 feet; thence N 58°11'01" E a distance of 105.29 feet; thence N 00°11'35" E a distance of 355.28 feet; thence N 80°54'10" E a distance of 324.04 feet; thence S 58°11'01" E a distance of 105.29 feet; thence N 27°31'41" E a distance of 16.35 feet; thence N 21°32'05" W a distance of 108.90 feet; thence N 45°59'42" E a distance of 112.05 feet; thence N 71°08'03" E a distance of 92.54 feet; thence N 79°28'10" W a distance of 219.02 feet; thence S 78°34'28" W a distance of 318.05 feet; thence N 61°28'19" W a distance of 259.12 feet; thence N 26°27'24" E a distance of 63.39 feet; thence N 55°25'55" W a distance of 144.26 feet; thence N 38°49'26" E a distance of 109.40 feet; thence N 46°43'17" E a distance of 88.91 feet; thence N 37°07'12" W a distance of 161.11 feet; thence N 53°39'27" W a distance of 93.57 feet; thence N 14°47'31" W a distance of 171.59 feet; thence N 43°55'25" E a distance of 171.59 feet; thence S 76°58'41" E a distance of 170.95 feet; thence S 49°12'01" E a distance of 199.46 feet; thence S 25°27'57" E a distance of 216.71 feet; thence N 86°19'20" E a distance of 186.15 feet; thence N 00°56'51" W a distance of 54.31 feet; thence N 36°25'54" W a distance of 137.27 feet; thence N 19°34'07" E a distance of 196.10 feet; thence N 77°17'51" E a distance of 198.05 feet; thence S 38°22'40" E a distance of 133.95 feet; thence N 49°22'46" E a distance of 149.41 feet; thence southerly along a curve to the right with a radius of 3,465.00 feet and a distance of 282.26 feet; thence S 36°10'59" E a distance of 240.12 feet; thence southerly along a curve to the right with a radius of 840.00 feet and a distance of 922.20 feet; thence S 26°43'11" W a distance of 273.46 feet; thence southerly along a curve to the left with a radius of 735.00 feet and a distance of 535.90 feet; thence S 15°03'19" E a distance of 618.77 feet to the POINT OF BEGINNING, containing 79.57 acres.

W a distance of 105.29 feet; thence S 80°54'10" W a distance of 324.04 feet; thence S 00°11'35" W a distance of 355.28 feet; thence S 43°00'45" E a distance of 88.86 feet; thence S 12°01'03" W a distance of 78.76 feet; thence S 05°04'25" E a distance of 128.29 feet; thence S 07°17'44" E a distance of 304.53 feet; thence N 83°23'12" W a distance of 54.06 feet; thence N 09°26'29" W a distance of 129.88 feet; thence N 27°23'24" W a distance of 192.64 feet; thence S 83°39'46" W a distance of 128.29 feet; thence N 33°32'19" E a distance of 165.72 feet; thence N 28°31'47" W a distance of 239.07 feet; thence N 85°18'30" W a distance of 117.33 feet; thence northerly along a curve to the left with a radius of 50.00 feet and a distance of 161.44 feet; thence southerly along a curve to the left with a radius of 1,275.00 feet and a distance of 135.45 feet; thence S 04°41'30" W a distance of 227.30 feet; thence southerly along a curve to the left with a radius of 825.00 feet and a distance of 447.22 feet; thence S 63°58'19" W a distance of 157.64 feet; thence N 04°34'52" E a distance of 297.07 feet; thence N 04°54'40" E a distance of 541.51 feet; thence N 04°14'26" E a distance of 525.92 feet; thence N 04°34'51" E a distance of 1,026.60 feet; thence N 88°37'02" E a distance of 1,027.51 feet; thence southerly along a curve to the right with a radius of 3,465.00 feet and a distance of 141.77 feet to the POINT OF BEGINNING, containing 18.96± acres.

#### PARCEL 4

Beginning at a point on the east side of the proposed R.O.W. of Lakewood Drive and the northwest corner of Parcel 4a; thence N 15°03'19" W a distance of 56.99 feet; thence northerly along a curve to the right with a radius of 665.00 feet with a distance of 484.86 feet; thence N 26°43'11" E a distance of 147.83 feet; thence N 89°50'00" E a distance of 186.14 feet; thence S 00°10'00" E a distance of 530.45 feet; thence southerly along a curve to the right with a radius of 11,351.16 feet and a distance of 128.07 feet; thence S 89°50'00" W a distance of 287.19 feet to the POINT OF BEGINNING, containing 4.36± acres.

#### PARCEL 4A (COMMON OPEN SPACE)

Beginning at a point on the east side of the proposed R.O.W. of Lakewood Drive and the southwest corner of Parcel 4; thence N 89°50'00" E a distance of 287.19 feet; thence southerly along a curve to the right with a radius of 11,351.16 feet with a distance of 1,159.68 feet; thence S 06°20'00" W a distance of 848.84 feet; thence S 30°08'14" W a distance of 284.25 feet; thence S 42°54'31" W a distance of 1,004.39 feet; thence S 60°07'54" W a distance of 50.55 feet; thence S 89°50'46" W a distance of 117.03 feet; thence northerly along a curve to the left with a radius of 810.00 feet and a distance of 338.60 feet; thence N 42°54'09" E a distance of 644.60 feet; thence northerly along a curve to the left with a radius of 1,035.00 feet and a distance of 660.71 feet; thence N 06°19'37" E a distance of 673.35 feet; thence northerly along a curve to the left with a radius of 1,335.00 feet and a distance of 498.21 feet; thence N 15°03'19" W a distance of 608.59 feet to the POINT OF BEGINNING, containing 5.19± acres.

### PARCEL 5

Beginning at a point on the east side of the proposed R.O.W. of Lakewood Drive and the northwest corner of Parcel 5a; thence northwesterly along a curve to the left with a radius of 910.00 feet and a distance of 122.52 feet; thence N 36°10'59" W a distance of 240.12 feet; thence northwesterly along a curve to the left with a radius 3,535.00 feet and a distance of 159.52 feet; thence N 50°51'38" E a distance of 120.00 feet; thence N 90°00'00" E a distance of 422.89 feet; thence southerly along a curve to the left with a radius of 5,837.58 feet and a distance of 502.95 feet; thence N 90°00'00" W a distance of 155.11 feet to the POINT OF BEGINNING, containing 3.93± acres.

### PARCEL 5A (COMMON OPEN SPACE)

Beginning at a point on the east side of the proposed R.O.W. of Lakewood Drive and the southwest corner of Parcel 5; thence N 90°00'00" E a distance of 155.11 feet; thence southerly along a curve to the left with a radius of 5,837.58 feet and a distance of 423.70 feet; thence S 00°10'00" E a distance of 531.25 feet; thence S 89°50'00" W a distance of 186.14 feet; thence N 26°43'11" E a distance of 125.63 feet; thence northerly along a curve to the left with a radius of 910.00 feet and a distance of 876.53 feet to the POINT OF BEGINNING, containing 1.71± acres.

#### 601. Purpose Of Restrictions And Covenants

It is the intent and purpose of these covenants and restriction to allow the location on the Property described in Article 600 of general activities in their designated areas. It is the further intent and purpose of these covenants and restriction to control the occupant density on the Property, to expressly prohibit certain uses of the Property and to protect the character of development. In general, to provide for a high quality of improvement of said property.

#### 602. Definitions

1. Area of Elevation. Total height and length of a building as projected to a vertical plane.
2. Building Line. An imaginary line parallel to the street right-of-way line specifying the closet point from this street right-of-way line that a building structure may be located.
3. Lot. The fractional part of blocks as divided and subdivided on subdivision maps of the official records of Panola County, Mississippi, as they are from time to time

made current.

4. Right-of-Way Line. When reference is made to right-of-way line it shall mean the line which is the ultimate right-of-way line for roads or streets.
5. Side and Front of Lots and Sites. The front of a lot or site, except a corner lot or site, is the portion thereof facing on any street. (Thus a lot or site may have two fronts where, for instance, it faces onto two parallel streets. As to corner lots or sites, the narrowest frontage of a lot or site facing the street is the front, and the longest side facing the intersecting street is the side, irrespective of the direction in which the structures face).
6. Sign. Any structure, device or contrivance, electric or non-electric, and all parts thereof which are erected or used for advertising purposes upon or within which any poster, bill, bulletin, printing, lettering, painting, device or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed.
7. Site. All contiguous land under one ownership.
8. Streets. Reference to all streets or right-of-ways within these covenants shall mean dedicated vehicular public or private right-of-way.
9. Developer is DHW Properties, LLC, and is also referred to herein as Grantor and as Owner.
10. Lot owner(s) is any person or entity, except the Developer, owning or having any interest or claim in and to any property located in the subject property.

603. Duration Of Covenants

These covenants shall be in effect until January 1, 2010, provided that at any time the Developer may, by a written declaration, recorded in the chancery clerk's office, change, alter, amend, or extend such covenants.

604. Invalidation

Invalidation of any of these conditions, restrictions, regulations, or covenants by a court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in full force and effect.

605. Enforcement Of Restrictions

Enforcement of these covenants may be either by injunction or by action at law for damages, but no such litigation may be maintained by any person other than the Developer.

606. Resale And Sublease Rights

Each owner of property subject to these covenants agrees that if he receives a bona fide offer to sell any unimproved property located within Lakewood Villages Planned Community, he will, before consummation of such sale present to the Developer, in affidavit form, the terms and conditions of such proposed sale; and the Developer reserves the option to repurchase said property within thirty (30) days thereafter upon the same terms and conditions as may be contained in such bona fide offer made to the owner by any third party. All subleases must be approved in writing by the Developer.

607. Recapture

If, after the expiration of one (1) year from the date of execution of a sales contract agreement on any building site or lot within Lakewood Villages Planned Community, any purchaser shall not have begun in good faith, with reasonably complete arrangements to carry through to prompt completion the construction of any acceptable building thereon, the Developer retains the option to refund the purchase price and enter into possession of the land and obtain a deed thereto. However, the Developer has the right to grant an extension as needed.

608. Permitted Uses

Each and every parcel of the property designated residential is restricted to the following permitted uses:

A. Parcel 2 (Residential)

1. Single Family Detached
2. Two Family Residences
3. Single Family Attached
4. Townhouse Dwellings
5. Multiple Family Residences
6. Homes Emphasizing Special Services, Treatments, or Supervision
7. Nursing Care
8. Child Care and Day Care
9. Halfway House

10. Retirement Village or Homes
11. Elementary and Secondary Schools
12. Colleges, Universities, or Community Colleges
13. Parks, Open Space
14. Place of Worship
15. Electric, Communication and Telephone Distribution Lines, Poles, Transformers and Splice Boxes
16. Water, Storm Drainage and Sewer Lines with Incidental Appurtenances
17. Private Streets
18. Rights-of-Way to all Modes of Transportation
19. Small Landscaped, Scenically Significant Open Areas, Natural Reserves
20. Yard Areas, Greenbelt and Open Spaces, Wildlife Habitat Refuge, Hiking, Nature and Bike Trails and Related Uses
21. Erosion and Sedimentation Control Measures, Facilities and Districts
22. Flood Proofing and Flood Hazard Reduction Structures
23. Open Water including Ponds, Lakes and Reservoirs, Streams and Waterways (all man-made)
24. Cafeteria, Cafe, Restaurant or Auditorium Accessory With and Incidental to Any of the Foregoing Uses.
25. Agriculture, as a Continuation of the Existing Land Use, and All Necessary Structures and Appurtenances Shall Be Permitted.
26. Any other use permitted by applicable zoning ordinances and regulations of government authorities having jurisdiction over the Property, provided Declarant specifically consents to such use in writing.
27. Office Buildings.
28. Bank and/or Financial Institutions.

**B. Parcel 3 (Residential)**

1. Single Family Detached
2. Electric, Communication and Telephone Distribution Lines, Poles, Transformers and Splice Boxes
3. Water, Storm Drainage and Sewer Lines with Incidental Appurtenances
4. Private Streets
5. Rights-of-Way to all Modes of Transportation
6. Small Landscaped, Scenically Significant Open Areas, Natural Reserves
7. Yard Areas, Greenbelt and Open Spaces, Wildlife Habitat Refuge, Hiking, Nature and Bike Trails and Related Uses
8. Erosion and Sedimentation Control Measures, Facilities and Districts
9. Flood Proofing and Flood Hazard Reduction Structures
10. Open Water including Ponds, Lakes and Reservoirs, Streams and Waterways (all man-made)

**C. Parcel 3A (Common Open Space)**

1. Parks, Open Space
2. Electric, Communication and Telephone Distribution Lines, Poles, Transformers and Splice Boxes
3. Water, Storm Drainage and Sewer Lines with Incidental Appurtenances
4. Private Streets
5. Rights-of-Way to all Modes of Transportation
6. Small Landscaped, Scientifically Significant Open Areas, Natural Reserves
7. Yard Areas, Greenbelt and Open Spaces, Wildlife Habitat Refuge, Hiking, Nature and Bike Trails and Related Uses
8. Erosion and Sedimentation Control Measures, Facilities and Districts
9. Flood Proofing and Flood Hazard Reduction Structures
10. Open Water including Ponds, Lakes and Reservoirs, Streams and Waterways (all man-made)

**D. Parcel 4 (Residential)**

1. Single Family Attached
2. Two Family Residencies
3. Townhouse Dwellings
4. Zero Lot Line Residences
5. Parks, Open Space
6. Electric, Communication and Telephone Distribution Lines, Poles, Transformers and Splice Boxes
7. Water, Storm Drainage and Sewer Lines with Incidental Appurtenances
8. Private Streets
9. Rights-of-Way to all Modes of Transportation
10. Small Landscaped, Scientifically Significant Open Areas, Natural Reserves
11. Yard Areas, Greenbelt and Open Spaces, Wildlife Habitat Refuge, Hiking, Nature and Bike Trails and Related Uses
12. Erosion and Sedimentation Control Measures, Facilities and Districts
13. Flood Proofing and Flood Hazard Reduction Structures
14. Open Water including Ponds, Lakes and Reservoirs, Streams and Waterways (all man-made)

**E. Parcel 4A (Common Open Space)**

1. Parks, Open Space
2. Electric, Communication and Telephone Distribution Lines, Poles, Transformers and Splice Boxes
3. Water, Storm Drainage and Sewer Lines with Incidental Appurtenances
4. Private Streets

5. Rights-of-Way to all Modes of Transportation
6. Small Landscaped, Scientifically Significant Open Areas, Natural Reserves
7. Yard Areas, Greenbelt and Open Spaces, Wildlife Habitat Refuge, Hiking, Nature and Bike Trails and Related Uses
8. Erosion and Sedimentation Control Measures, Facilities and Districts
9. Flood Proofing and Flood Hazard Reduction Structures
10. Open Water including Ponds, Lakes and Reservoirs, Streams and Waterways (all man-made)
11. Signs as approved by the Architectural Committee

**F. Parcel 5 (Residential)**

1. Single Family Attached
2. Two Family Residencies
3. Townhouse Dwellings
4. Zero Lot Line Residences
5. Parks, Open Space
6. Electric, Communication and Telephone Distribution Lines, Poles, Transformers and Splice Boxes
7. Water, Storm Drainage and Sewer Lines with Incidental Appurtenances
8. Private Streets
9. Rights-of-Way to all Modes of Transportation
10. Small Landscaped, Scientifically Significant Open Areas, Natural Reserves
11. Yard Areas, Greenbelt and Open Spaces, Wildlife Habitat Refuge, Hiking, Nature and Bike Trails and Related Uses
12. Erosion and Sedimentation Control Measures, Facilities and Districts
13. Flood Proofing and Flood Hazard Reduction Structures
14. Open Water including Ponds, Lakes and Reservoirs, Streams and Waterways (all man-made)

**G. Parcel 5A (Common Open Space)**

1. Parks, Open Space
2. Electric, Communication and Telephone Distribution Lines, Poles, Transformers and Splice Boxes
3. Water, Storm Drainage and Sewer Lines with Incidental Appurtenances
4. Private Streets
5. Rights-of-Way to all Modes of Transportation
6. Small Landscaped, Scientifically Significant Open Areas, Natural Reserves
7. Yard Areas, Greenbelt and Open Spaces, Wildlife Habitat Refuge, Hiking, Nature and Bike Trails and Related Uses
8. Erosion and Sedimentation Control Measures, Facilities and Districts
9. Flood Proofing and Flood Hazard Reduction Structures

- 
10. Open Water including Ponds, Lakes and Reservoirs, Streams and Waterways  
(all man-made)
  11. Signs as approved by the Architectural Committee

## **ARTICLE VII: REGULATIONS RESIDENTIAL**

### **700. Approval Of Plans And Specifications**

1. The Developer reserves the right to approve the architectural and engineering plans for the structures, as well as the site plans and landscaping, to ensure compliance with these covenants and designated building codes. No construction or modification for existing construction shall be allowed to proceed prior to this approval. All construction or modification for existing construction, and the design therefor, shall be in compliance with the Standard Gas Code, the Standard Plumbing Code, the Standard Mechanical Code, the Standard Swimming Pool Code, the National Electrical Code, and the Standard Building Code as now adopted by the City of Batesville, Mississippi, and as hereafter revised and amended and with similar codes and regulations as now adopted and as hereafter adopted, revised and amended by the City of Batesville, Mississippi.

**ARTICLE VIII: ARCHITECTURAL GUIDELINES  
RESIDENTIAL**

**800. Architectural Control Committee**

An Architectural Control Committee (the "Committee") is hereby established and shall consist of four (4) individuals designated by the Developer. These individuals shall serve for a period of two years or unless they resign or otherwise fail to serve. Upon the expiration of two years from the date hereof, or the earlier resignation or failure to serve of any Committee Member, the Developer shall then appoint substitute Committee Members. The affirmative vote of a majority of the membership of the Committee shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein.

**801. Architectural Control Guidelines**

The covenants and restrictions established require that all proposed designs are to be submitted to and approved by the Committee. This requirement encompasses all initial designs, later additions or alterations of any structure, initial designs, later additions or alterations of any structure, wall, fence or exterior element. For instance, proposed fencing, and service buildings require approval. No design will receive final approval unless the conditions contained herein are followed.

**802. Review Procedure**

Final approval to start any type of improvement or change will not be given until a full set of plans (Final Working Drawings) showing the full nature and impact of the proposed improvement has been submitted as required, appropriately reviewed and approved by the Committee.

The Architectural Committee utilizes a simple review process that is designed to assure a smooth coordination between the Committee, the Owner, the owner's architect or builder. The Committee normally requires that a minimum of two sequential submittals be made:

1. Preliminary Design
2. Final Construction Documents

**A. Submission Content**

All submissions for preliminary and final must contain the following basic

information and shall be submitted on the design Review Compliance Form along with appropriate plans.

1. Lot number, street address, owner's name, present address and telephone number.
2. Professional firm preparing submittal with address and telephone number.
3. Scale for each drawing or detail.
4. Two copies of the submittal form and two sets of plans.

**B. Preliminary Submission**

The preliminary submission should represent the owner's "idea" of what he or she plans. It is understood that these plans, once approved, will be carried to the final working drawing stage, and - in order to allay the probability of design issues arising after working drawings are complete, the preliminary drawings are not required to be highly detailed but, should be fully representative for the committee to assess the design implications of the proposal.

The intent of the Committee at this stage is to weed out all proposed designs that clearly would not be in harmony with existing natural features or surrounding uses - so that the submitting owner will not spend valuable time and money on a proposal that has no chance of becoming a reality.

The site plan portion of the submittal should include the following information:

1. Accurate improvement locations.
2. Proposed site grading.
3. Details of all site improvements (to include outdoor lighting, fixtures, mailboxes, walkways, driveways, fencing, landscape screenings, service buildings).
4. Storm drainage (where applicable).
5. Proposed floor elevations.
6. Compressor and trash can location with proposed screening.
7. Meter locations.

The architecture at this stage should show all elevations and plans to scale, as well as accurate indications of colors and materials.

**C. Final Construction Document Submission**

Final working drawings to be submitted for building permits must be reviewed and approved by the committee prior to application for city building permits.

The Final Submission should respond positively to all comments made by the Committee during the Preliminary stage. The site plans and architectural plans should be contract documents containing all necessary details and specifications for construction. The architectural elevations should show grading lines corresponding to the site plan and must be accompanied by color and material indications.

D. Liaison and Timing

To speed the review and approval process, all submittals should be as complete and clear as possible. It is hoped that outright or qualified approval will be given on first submission. However, submittals will be returned when sufficient information is not supplied, and the entire review phase shall be repeated.

All liaison between a lot owner and the Architectural Committee shall be in writing.

In the event the Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

All approvals or disapprovals, either complete and final, conditional, or qualified, shall be in writing and signed by an Architectural Committee representative. Until further notice, submittals should be delivered or mailed to:

Lakewood Villages Architectural Committee  
P.O. Box 1260  
Batesville, Mississippi 38606  
ATTN: James S. Whitaker

E. After Construction Starts

1. When construction begins, inspections may be commenced by a representative of the Architectural Committee to ensure that the work conforms to the approved plans.
2. Upon completion of the work called for by final plans, the Architectural Committee should be notified. At this time a Certificate of Compliance will be issued.

**LAKEWOOD VILLAGES PLANNED COMMUNITY  
RESIDENTIAL PROPERTY**

**803.**

**DESIGN REVIEW COMPLIANCE FORM**

<b><u>Phase:</u></b>	Preliminary	_____	Final	_____
<b><u>Applicant:</u></b>	Lot Number	_____		
	Name	_____		
	Address	_____		
		_____		
	Phone	_____		
<b><u>Owner:</u></b>	Name	_____		
	Address	_____		
		_____		
	Phone	_____		
<b><u>Architect:</u></b>	Name	_____		
	Address	_____		
		_____		
	Phone	_____		
<b><u>Builder:</u></b>	Name	_____		
	Address	_____		
		_____		
	Phone	_____		

The Applicant understands the requirements of the Lakewood Villages Development Guidelines and has submitted all required information herein.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

**ARTICLE IX: ARCHITECTURAL CONTROL  
RESIDENTIAL**

1. No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications and plot plan, showing the locations of such building, shall have been approved in writing as to conformity and harmony with existing structures in this subdivision and as to location of building with respect to topography and finished ground elevation by the Architectural Control Committee.
2. No dwelling shall have a garage opening toward the street unless lot dimensions cause difficulty otherwise.
3. The minimum heated square footage of a 1-story house will be 1,600 square feet. The minimum square footage of a 1½ or 2-story house will be 1,600 square feet and the first level foot print of a 1½ or 2-story house will be a minimum of 1,100 square feet. These areas are exclusive of open porches, garages, and basements
4. No signs of any kind shall be displayed to the public view on any lot except one small sign advertising the property during the construction and sale.
5. Development identification signs shall be allowed and shall have a maximum of 32 square feet for the sign panel. Signs shall be approved by the Developer.
6. Fence construction. All lots shall be allowed a six (6') feet high perimeter lot fence (wood construction). All fencing which is visible to the public or adjacent residences shall be constructed with the smooth finished side facing out. Lots which back up to the lakes shall be constructed according to Appendix A. Transparent fencing denoted shall include split rail, iron, or pickets with a maximum height of 4 feet. This is to insure lake views to adjacent property owners. (Sec Appendix A, Page 46)
7. No fence shall be constructed on any lot near to any street line than the house line nearest to such street. All fences, including fences for backyards and swimming pools, must be approved by the Architectural Control Committee prior to construction.
8. Construction of any dwelling shall be completed within twelve (12) months from commencement of construction. The Developer, in its discretion, may grant an extension of such time.
9. All gardens must be planted to the rear of any main residence with only landscape materials such as trees, shrubs, and plants allowed in front of the main residence. All persons owning lots in this subdivision shall be required to keep their lots reasonably clean and the lawns and landscaping neat.

10. Each Residence shall have a uniform mailbox structure which will be designated by the Committee. (See Appendix B, Page 47)
11. No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner is ready to commence improvements. Building materials shall not be placed or stored in the street or between the curb and property lines.
12. Excluding mail boxes and natural or approved vegetation, no obstruction shall be allowed within ten (10) feet of any right-of-way.
13. No exterior alterations of any existing building will be permitted without the prior approval of the Architectural Review Committee.

14. Land & Planting Requirements

- a. Solid Block Sod (Zoysia or Hybrid Bermuda) - required in all front yards.
- b. Each lot owner will be required to plant, maintain and if necessary replace a tree or trees of the following specifications: 3½ - 4 in. in diameter, approximately 14-18 feet in height within the front yard. Tree location shall be determined at the time of plan review by the Developer.

Water Oak	White Oak
Willow Oak	Pin Oak
Schumard Oak	Scarlet Oak
Sawtooth Oak	Red Oak

The owner will be responsible for maintenance of required trees and may, if necessary, be required to replace new trees or trees identified for preservation, which are destroyed as a result of construction on the lot.

15. Antennas

No exterior television or radio antennas nor any satellite dishes of any sort shall be placed, allowed, or maintained upon any lot without the prior approval of the Committee. All electrical wiring and telephone wiring shall be underground.

16. Lighting

- a. Each Lot Owner will install during the construction of his house, one (1) post light and lantern which will operate automatically from an electric eye. The specific location of the post will be determined when the site plan is presented to the Committee for approval. The specifications for post and lights will be uniform

throughout the Development as designated by the Committee. (See Appendix C, Page 48)

- b. No lighting of a pool, patio, or other recreation area will be installed without the approval of the Committee, and if allowed, will be designated for recreational character so as to buffer the surrounding residences from all lighting.
- c. No exterior light will be installed or maintained on any lot which light is found to be objectionable by the Committee. If any exterior light is considered objectionable, the owner of the lot on which same is located will immediately remove said light or have it shielded in such a way that is no longer objectionable.

17. Maintenance

The Lot Owner will maintain the exterior of all structures on their lot and their yards, hedges, plants and shrubs in a neat and trim condition at all times.

18. Driveways

All residential driveways, turnarounds and sidewalks shall be constructed of washed aggregate and uniform throughout the Development.

19. Swimming Pools

The construction plans of all swimming pools shall be approved by the Committee. All swimming pools shall be fenced in a manner to comply with applicable law and regulations and to prohibit easy access by small children. No above-ground pools shall be allowed.

## **ARTICLE X: RESTRICTIVE COVENANTS**

### **Residential**

1. No lot shall be used for any purpose other than the permitted uses for the applicable Parcel. In Parcel 3 no lot shall be used for any purpose other than single family residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one residential building with an attached private garage for not more than three vehicles. Garages shall have closing doors. Pool houses, gazebos and cabanas are permitted with the approval of the architectural committee. In the event lots are combined under one ownership for use as a single lot, no part of the combined lot may be sold or conveyed. No single lot may be subdivided into two or more lots for the purpose of building another dwelling.
2. All dwellings or other structures on the lot must be in compliance with the applicable regulations and requirements of the City of Batesville Planning Commission and the City of Batesville and the Architectural Control Committee.
3. No structure of a temporary nature such as trailers, basements, tents, sheds, garage, barn, motor home, or other out buildings shall at any time be used, either temporarily or permanently, as a residence.
4. No noxious or offensive trade or activity may be carried on upon any lot nor shall anything be done thereon which may be, or become a nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be carried on upon any lot except as is permitted in Parcel 2. In Parcels 3, 4, and 5 all lots and houses are to be used for residential use only.
5. No shell-type, modular-type or underground home will be permitted or erected in this subdivision. All houses must be of new construction. No house may be moved into the subdivision from another area.
6. No oil drilling, oil development operations, refining, gravel mining, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, gravel excavations or shafts be permitted upon or in any lot. The developer of the subdivision shall retain all mineral rights for the land in Lakewood Villages, for the purpose of retaining the royalty on said minerals if these minerals are developed on adjacent property.
7. No animals, livestock, or poultry of any kind or description, except the usual household domesticated pets, shall be kept on any lot; provided, however, that no household pet may be kept on any lot for breeding or commercial purposes. No vicious dog shall be kept on any lot. All household pets shall at all times be suitably leashed or penned, and no household pet shall be allowed at any time to wander or roam the development unattended. Upon any violation of these covenants, the developers may take such reasonable steps as may be

necessary to capture, remove, and hold such pet by or for any governmental or non-governmental pet control agency or society. In connection with the foregoing provision, the developers shall not be in any way responsible to the owner or owners of such pet of any harm to such pet or for the loss of use and enjoyment of such pet resulting from such capture, removal, or holding of such pet.

8. No trash, garbage, hazardous waste or other refuse shall be dumped, stored, or accumulated on any lot. Garbage containers shall be placed so as not to be visible from any road, common area, or within sight distance of any other lot at any time except during normal refuse collection. No outside burning of woods, leaves, trash, garbage, or household refuse shall be permitted. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units within multi-family developments. Garbage containers shall be kept in a clean and sanitary condition.
9. Developers reserve unto themselves, their successors and assigns, the right to use, dedicate, and/or convey to the State of Mississippi; to Panola County, to any other municipal or governmental entity or authority, and/or to any appropriate public or private utility company or companies, rights-of-way or easements on, over, under, or upon the ground to erect, maintain, and use utilities, electric, and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, and other suitable equipment, radio and television cables or wires, gas, sewer, water, or other public conveniences or utilities, on, in and over the easements along the rear and side property lines of each lot as shown.
10. Drainage flow shall not be constructed nor be diverted from drainage swales, storm sewers, and/or easements as shown on any plat or other instrument of record hereinafter recorded in which reference is made to these restrictions. Developer may cut drainways for surface water wherever, and whenever such action may appear to Developer or the Architectural Control Committee to be necessary in order to maintain reasonable standards of health, safety, and appearance. These easements and rights expressly include the right of Developers to cut any trees, bushes, or shrubbery, make any grading of the soil or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. The provision hereon shall not be construed to impose any obligation upon Developer to cut or maintain any such drainway or easement.
11. Other easements for drainage, utilities, pedestrians, and sidewalks may be hereinafter created as shown by any plat or instrument hereinafter recorded by Developer as such easements are reserved prior to the sale of the lot or lots by the Developer to any other party.
12. Each lot owner shall be responsible for the maintenance, painting, and proper upkeep of his Lot and all improvements thereon. Grass, weeds, vegetation and debris on each Lot shall be kept mowed and cleared at regular intervals so as to maintain same in a neat and attractive manner. Failure to cut grass and or maintain lot shall result in performance of this service

by Developer. Lot owner shall be assessed \$50.00 per cutting of grass payable to the Developer.

13. Each lot owner shall keep his residence in a condition comparable to its condition when initially constructed. In the event all or any portion of a residence is damaged or destroyed by fire or other casualty, then the lot owner shall rebuild, repair or reconstruct said residence in a manner which will substantially restore same to its original condition, or demolish the residence, at his discretion. Said rebuilding, repairing, reconstructing or demolition shall be completed within nine (9) months of the occurrence of the casualty.
14. The Developer reserves unto itself the right to approve additional and separate restrictions at the time of sale of any of the Lots, which restrictions may differ from Lot to Lot.
15. The lot owner or grantee of any lot which is subject to these restrictions, by acceptance of the deed or other instrument conveying an interest in or title to such lot, or by the execution of a contract for the purchase thereof, whether from Developer or from a subsequent owner of such lot, shall accept, and shall be deemed to have accepted, such deed or other contract upon and subject to each and all of these restrictions and the agreements herein contained, all of the same being covenants running with the land.
16. No vehicle of any kind shall be kept in the subdivision unless it displays a current license plate and current inspection sticker. Any junk car, truck or mechanical device that is kept within the right-of-way of the existing street shall be subject to removal by the proper authorities without the permission of the owner.
17. No vehicle including, but not limited to, recreational vehicles, camping trailers, house trailers, produce trailers, boats or any accessory trailers may be parked or stored on any lot unless in the garage. No tractor trailer can be parked on any lot or on the street, and no trailer without a tractor can be parked on any lot or on the street.
18. No clothing, laundry, or wash shall be aired or dried outside of any dwelling; and no clothes line or other instrument for drying clothes or laundry shall be placed or erected on any lot.
19. No poles or basketball goals shall be placed in the front or side yards of any lot.
20. Each lot in Parcels 3, 4, and 5 of the subdivision is subject to an assessment by the Lakewood Villages Homeowners' Association of Sixty Dollars (\$60.00) on an annual basis, until changed by majority of the total votes eligible to be cast by the members of the Association. Said assessment shall be due and payable on January 1 of each year and if not paid when due shall bear interest at the prevailing legal rate until paid. The initial purchaser of a lot from the Developer shall be required to pay to the Association the annual assessment, with proration, at the time of

delivery of the deed to such lot. Such assessment shall be and shall constitute a lien on the property so assessed and shall be collectible by action at law or in equity for enforcement of such lien. The lot owner shall pay all costs incident to the collection or enforcement of said assessment and/or lien including but not limited to attorney's fee and Court costs. The property owned by the Developer shall not be assessed the annual fee. If the Lot Owners in Parcels 4 and 5 set up a separate Homeowners' Association and withdraw from the aforesaid Lakewood Villages Homeowners' Association then the property owned by such Lot Owners in Parcels 4 and 5 shall not be subject to the aforesaid Sixty Dollar (\$60.00) assessment or any increase or decrease thereof; provided, however, that such Lot Owners under their new Homeowners' Association may establish an appropriate assessment for property in Parcels 4 and 5.

21. The lien of the assessment provided for herein shall be subordinate to the lien of any first and/or second mortgage. The lien of the assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Mississippi. The sale or transfer of any lot shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer but shall not affect the assessment and the lien therefor for any assessments thereafter becoming due and payable or from the lien thereof.
22. The articles of the Homeowners' Association of Lakewood Villages Subdivision as set forth in Article XI hereof constitutes and is a part of these restrictions.

**ARTICLE XI: HOMEOWNERS' ASSOCIATION**  
**Residential**

**ARTICLES OF THE  
HOMEOWNERS' ASSOCIATION OF  
LAKEWOOD VILLAGES SUBDIVISION**

1. Lakewood Villages Planned Community Homeowners' Association. The Developer hereby establishes the Lakewood Villages Planned Community Homeowners' Association as an unincorporated association for the purpose of collecting and disbursing the assessments and charges set forth in the restrictive covenants and for the purpose of promoting the common interest of the members of the Association. The Developer reserves the right to establish the By-Laws for said Association consistent with these Articles in order to fulfill the purposes of the Association.

2. Members. Each record owner of a fee or undivided interest in any lot in Parcels 3, 4, and 5 shall be a member of the Association and shall abide by the Association's By-Laws, rules and regulations and this declaration and shall be liable for the payment of all assessments levied. No person or entity who holds such an interest in any lot merely as security for the performance of an obligation shall be a member. Lot owners in Parcels 4 and 5 may set up a separate Association pertaining to Parcels 4 and 5 and thereafter may withdraw from this Homeowners' Association.

3. Voting Rights. The Members of the Association shall have the right to vote in the manner set forth in this paragraph. The Developer shall have and shall be entitled to cast ten (10) votes for each lot which it owns in Parcels 3, 4 and 5. Each other lot shall be entitled to one (1) vote which will be cast by the members owning said lot. When more than one (1) person holds such interest in any lot, all such persons shall be collectively entitled to one (1) vote per lot which vote shall be exercised by the consent of a majority of the owners of record of such lot. The owner of a lot which has a residential dwelling on it may designate the occupant to vote provided that such designation shall be made in writing and shall remain in effect until canceled in writing and deliver to the Association. No member shall be entitled to vote unless such member has fully paid all assessments as provided in these restrictive covenants as shown by the books of the Association.

4. Payment of Assessments. Each lot owner, by the acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association annual assessments as established and collected from time to time as herein provided.



5. Special Assessments. In addition to the annual assessments authorized by these restrictive covenants, the association may from time to time levy a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement on the common areas, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes present at a meeting and entitled to be cast.

6. Quorum. The presence at the meeting of the members of the Association, in person or by proxy, entitled to cast fifty-one percent (51%) of all votes of the membership shall constitute a quorum. If a quorum is present, then the affirmative vote or action of a majority of the votes present and entitled to be cast shall be necessary to constitute and be the act of the membership unless otherwise provided herein.

7. Proxies. A member may appoint any other member or the Developer or any other person permitted by law or by the By-Laws as his proxy. Any proxy must be in writing.

8. Management of Association. The Association shall conduct its business and perform its duties and obligations consistent with these Articles and with the By-Laws established by the Developer. The Association may, from time to time, amend the By-Laws as reasonably necessary to fulfill the purposes and functions of the Association provided that said amendments are not inconsistent with these provisions contained herein. The members of the Association shall hold meetings and may elect a Board of Directors and may appoint such other boards and committees as it deems appropriate, and set forth the duties and obligations of such Board of Directors and committees and commission. The members of the Association may incorporate same.

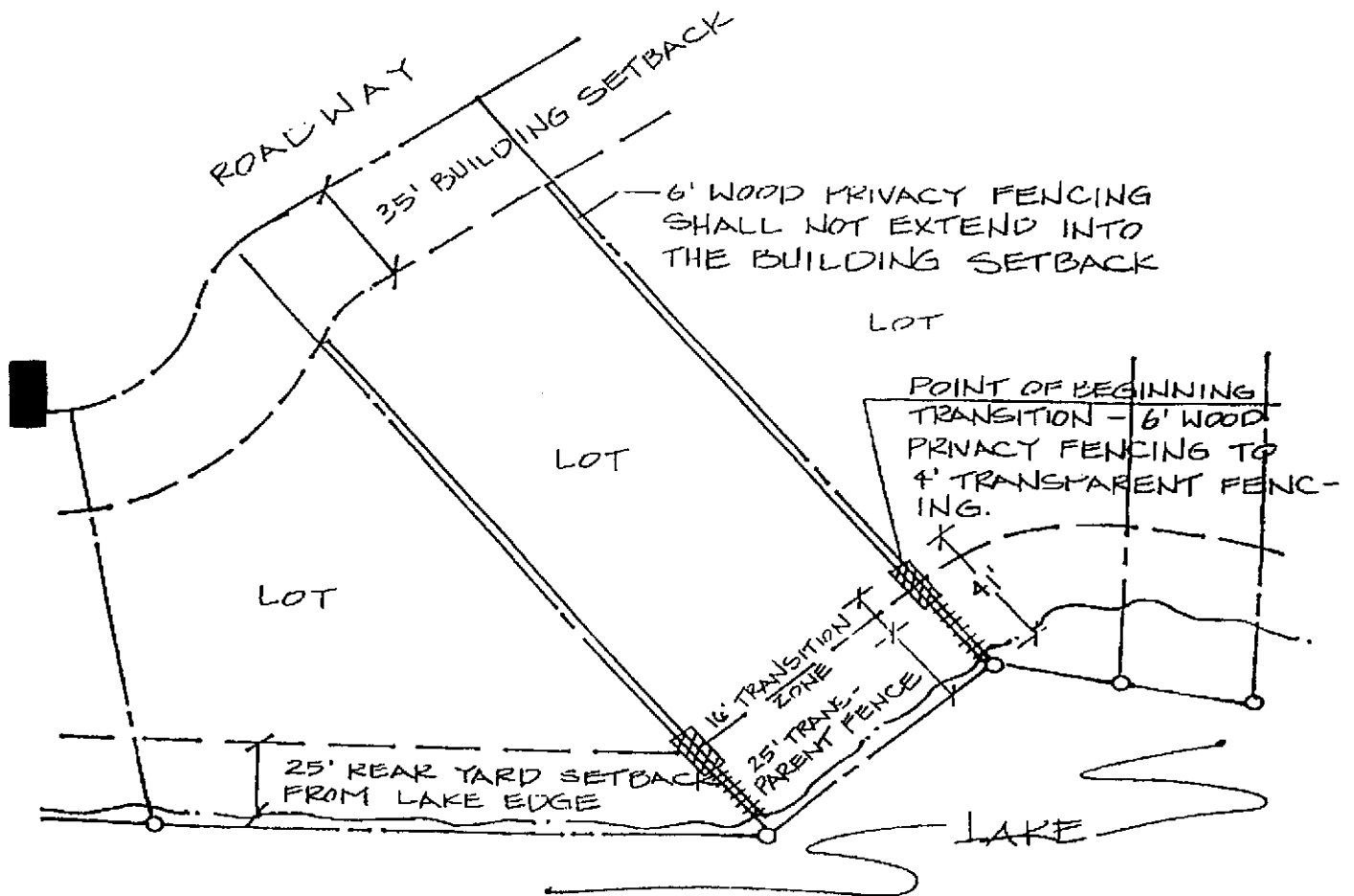
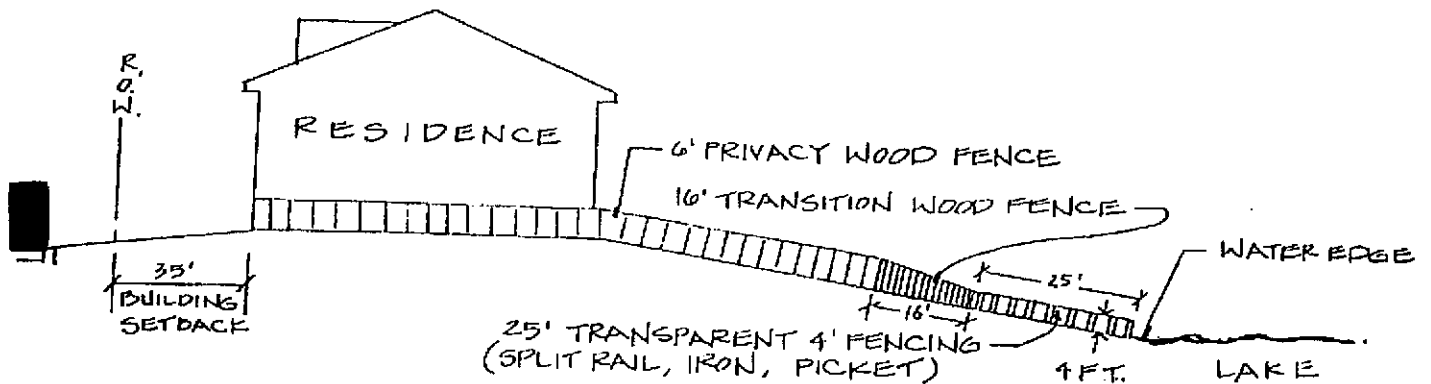
9. Rights of the Developer. Notwithstanding anything contained herein to the contrary, the Developer (1) shall be exempt from the payment of assessments against lots owned by the Developer in the normal course of the development, (2) may amend, change, alter or extend these Articles by written declaration recorded in the Chancery Clerks' Office; and (3) may set up a separate Homeowners' Association for Parcels 4 and 5 and thereafter elect not to be subject to the Articles set forth herein or the assessments set forth in the restrictive covenants. (This right to establish a separate Homeowners' Association and withdrawal from the present Homeowners' Association may be delegated by the Developer to any purchaser of property in Parcels 4 and 5). This does not preclude property owners in Parcels 4 and 5 from voluntarily remaining a Member of the Parcel 3 Homeowners' Association.

10. Common Area. From time to time the Developer may convey to trustees for

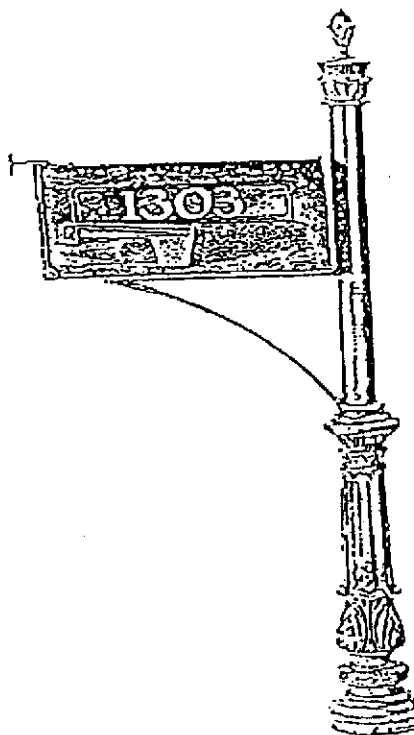
the unincorporated Association, or to any additional Association set up for Parcels 4 and 5, or to any such Association if it is incorporated such areas of the development for the common use and enjoyment of the members. Upon such conveyance every member shall have a right and easement of enjoyment in and to the common area and such easement shall be appurtenant to and shall pass with the title to every assessed lot subject to the following provisions: (a) the right of the Association as provided by its By-Laws to suspend any enjoyment rights of any member for any period during which any assessment remains unpaid and for a period not to exceed thirty (30) days for any infraction of these published rules and regulations; and (b) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members.

11. Maintenance and Repair. The Association shall provide and pay for all maintenance and expenses for the common area including entrance way, gates, and landscaping.

# APPENDIX A PRIVACY FENCING



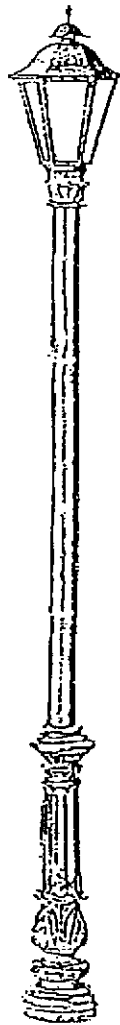
*APPENDIX B*  
*MAILBOX*



AS MANUFACTURED BY:

GRAHAM'S LIGHTING FIXTURES, INC.  
550 SOUTH COOPER  
MEMPHIS, TN 38104  
PHONE: 901-274-6780  
DELIVERY AVAILABLE

**APPENDIX C**  
**POST LIGHT AND LANTERN**



AS MANUFACTURED BY:

GRAHAM'S LIGHTING FIXTURES, INC.

550 SOUTH COOPER

MEMPHIS, TN 38104

PHONE: 901-274-6780

DELIVERY AVAILABLE

X

Book 2009 Page 3087  
Deed  
11/30/2009 12:04:30 PM  
Panola County, MS-2nd  
James R Pitcock, Chancery Clerk



Panola County, MS-2nd  
I certify this instrument was filed  
on 11/30/2009 12:04:30 PM  
and recorded in the  
Deed  
Book 2009 Page 3087 - 3089  
James R Pitcock, Chancery Clerk

*By: Judy Suter sc*

**THIS INSTRUMENT WAS PREPARED BY/RETURN TO:**

SMITH, PHILLIPS, MITCHELL, SCOTT & NOWAK, LLP – Attn: Colmon S. Mitchell, MS Bar #3355

Attorneys At Law  
P. O. Drawer 1586  
Batesville, MS 38606  
Ph: (662) 563-4613

**GRANTOR'S INFORMATION:**

DHW Properties, LLC, c/o Mr. Henry E. Heafner, P. O. Box 629, Batesville, MS 38606  
Ph: (662) 563-7631  
Lakewood Properties, LLC, c/o Mr. Henry E. Heafner, P. O. Box 629, Batesville, MS  
38606  
Ph: (662) 563-7631

**GRANTEE'S INFORMATION:**

Not Applicable

**INDEXING INSTRUCTION:**

Sections 3 and 10, Township 9 South, Range 7 West  
Lakewood Villages Subdivision  
Sheet 108 of the Plat Cabinet

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**DECLARATION OF EXTENSION OF PROTECTIVE COVENANTS FOR  
LAKEWOOD VILLAGES PLANNED COMMUNITY  
BATESVILLE, MISSISSIPPI**

WHEREAS, the "Protective Covenants for Lakewood Villages Planned Community, Batesville, Mississippi" dated October, 1995, are recorded in Deed Book P-8 at Page 685 in the Batesville Office of the Chancery Clerk of Panola County, Mississippi (the "Protective Covenants"); and

WHEREAS, DHW Properties, LLC and Lakewood Properties, LLC are the successors in interest of the Developer identified in the Protective Covenants and are and constitute the Developer as that term is used in the Protective Covenants; and

WHEREAS, Section 603 of the Protective Covenants authorize the Developer, by written declaration, to change, alter, amend or extend the Protective Covenants; and

*Lakewood ~ Extension through 2024*

WHEREAS, the said Developers desire to extend the Protective Covenants.

NOW, THEREFORE, the undersigned DHW Properties, LLC and Lakewood Properties, LLC, both Mississippi limited liability companies, do hereby extend these Protective Covenants for Lakewood Villages Planned Community, Batesville, Mississippi, recorded in Book P-8 at Page 685 in the Batesville Office of the Chancery Clerk of Panola County, Mississippi, and said Protective Covenants shall remain in full force and effect until midnight on the 31<sup>st</sup> day of December, 2024. The Developer, may, by written declaration, recorded in the aforesaid Chancery Clerk's Office, change, alter, amend, or extend such Protective Covenants.

WITNESS THE SIGNATURES of the undersigned DHW Properties, LLC and Lakewood Properties, LLC this the 27<sup>th</sup> day of November, 2009.

DHW PROPERTIES, LLC

By: Henry E. Heafner  
Henry E. Heafner, Member

LAKEWOOD PROPERTIES, LLC

By: Henry E. Heafner  
Henry E. Heafner, Member

STATE OF MISSISSIPPI

COUNTY OF PANOLA

Personally appeared before me, the undersigned authority in and for the said County and State, on this 24th day of November, 2009, within my jurisdiction, the within named HENRY E. HEAFNER, who acknowledged to me that he is a member of DHW PROPERTIES, LLC, a Mississippi member-managed limited liability company, and that for and on behalf of said limited liability company and as the act and deed of said limited liability company, he executed the above and foregoing instrument after first having been duly authorized by said limited liability company so to do.



Laura N. McGee  
NOTARY PUBLIC

My Commission Expires: July 16, 2011

STATE OF MISSISSIPPI

COUNTY OF PANOLA

Personally appeared before me, the undersigned authority in and for the said County and State, on this 24th day of November, 2009, within my jurisdiction, the within named HENRY E. HEAFNER, who acknowledged to me that he is a member of LAKEWOOD PROPERTIES, LLC, a Mississippi member-managed limited liability company, and that for and on behalf of said limited liability company and as the act and deed of said limited liability company, he executed the above and foregoing instrument after first having been duly authorized by said limited liability company so to do.



Laura N. McGee  
NOTARY PUBLIC

My Commission Expires: July 16, 2011