

Prepared by and return to:

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Indexing Instructions: Charlton Place Phase One Revised according to the Plat filed in Plat Cabinet E Slide 146A and Slide 146B; Charlton Place Part Two according to the Plat filed in Plat Cabinet E Slide 180B and Slide 181A; The Retreat according to the Plat filed in Plat Cabinet E Slide 129 A and Slide 129B, SE ¼ of Section 22, the SW ¼ of Section 23; the NW ¼ of Section 26; the NE ¼, SE ¼ and SW ¼ of Section 27; the NE ¼, NW ¼, SE ¼ and SW ¼ of Section 34; all in Township 9 North, Range 1 East, Madison County, Mississippi

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STATE OF MISSISSIPPI
COUNTY OF MADISON

**AMENDMENT AND SUPPLEMENT TO
THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CHARLTON PLACE
AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MEADOWS OF CHARLTON PLACE
AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PHOENIX PROPERTY**

THIS SUPPLEMENT AND AMENDMENT (the "Supplement and Amendment") is made as of this the 1st day of October, 2013, by Highway 22 Property, LLC, a Mississippi limited liability company, a Declarant herein (hereinafter referred to as "Charlton Declarant"), and in that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Charlton Place dated November 14, 2008, and recorded in the office of the Chancery Clerk of Madison County, Mississippi in Book 2369 at Page 0304, as may heretofore or hereafter be amended and supplemented (the "Charlton Declaration") and Charlton Property, LLC, a Mississippi limited liability company, a Declarant herein (hereinafter

referred to as "Meadows Declarant"), and in that certain Declaration of Covenants; Conditions and Restrictions for Meadows of Charlton Place dated November 14, 2008, and recorded in the office of the Chancery Clerk of Madison County, Mississippi in Book 2369 at Page 0393, as may heretofore or hereafter be amended and supplemented (the "Meadows Declaration") and Phoenix Development Company, LLC, a Mississippi limited liability company, a Declarant herein (hereinafter referred to as "Phoenix Declarant") and in that certain Declaration of Covenants, Conditions and Restrictions for Phoenix Property dated November 14, 2008, and recorded in the office of the Chancery Clerk of Madison County, Mississippi in Book 2369 at Page 0465, as may heretofore or hereafter be amended and supplemented (the "Phoenix Declaration") (the Charlton Declarant, the Meadows Declarant and the Phoenix Declaration hereinafter collectively referred to as the Declarants);

WHEREAS, the Charlton Declaration encumbers and restricts approximately 681 acres, more or less, known as Charlton Place, and defined as the "Property" in the Charlton Declaration (hereinafter "Charlton Place") and the Meadows Declaration encumbers and restricts approximately 430 acres, more or less, known as the Meadows of Charlton, and defined as the "Property" in the Meadows Declaration (hereinafter "Meadows of Charlton") and the Phoenix Declaration encumbers and restricts approximately 425 acres, more or less, known as the Phoenix Property, and defined as the "Property" in the Phoenix Declaration (hereinafter "Phoenix Property");

WHEREAS, Charlton Place, Meadows of Charlton and Phoenix Property are all located adjacent to and/or in close proximity with each other (collectively sometimes referred to as the "Properties") and Charlton Place, Meadows of Charlton and Phoenix Property share certain common areas and amenities, as provided in the Declarations. The Declarants placed the Charlton Declaration, the Meadows Declaration and the Phoenix Declaration upon their respective properties to create and develop a cohesive residential community which incorporates the aforementioned Properties; and to subject Charlton Place, Meadows of Charlton and Phoenix Property to certain covenants, conditions, restrictions, uses, limitations, obligations, easements, servitudes, charges, assessments and liens contained in their respective Declarations, including specifically, certain joint covenants of the Declarants as set forth in Article XIV of the Charlton Declaration and of the Meadows Declaration and Article IV of the Phoenix Declaration, which individually and collectively are for the benefit of the Charlton Place, Meadows of Charlton and Phoenix Property, each Owner of property therein and the Declarants.

WHEREAS, the Declarants, pursuant to the provisions of Article XIV of the Declarations desire to supplement, amend, re-acknowledge and reaffirm certain covenants, conditions and restrictions for Charlton Place, for Meadows of Charlton and for Phoenix Property.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and restrictions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Declarants

hereby supplement, amend, re-acknowledge, reaffirm and declare that the Charlton Property, the Meadows Property and the Phoenix Property is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered, and improved subject to the provisions of this Supplement and Amendment which (i) are agreed and declared to be beneficial for and in aid of the development of Charlton Place, Meadows of Charlton and Phoenix Property, (ii) shall be deemed to run with and bind the Charlton Place, Meadows of Charlton and Phoenix Property, and (iii) shall inure to the benefit of and be enforceable by the Declarants, their successors and assigns, and each person or entity who has or acquires any interest in any portion of the Charlton Place, Meadows of Charlton or Phoenix Property or the improvements on the Charlton Place and Meadows of Charlton, including any Owner, lessee and any other person or entity who holds such interest solely as security for the performance of an obligation or the payment of a debt as follows:

1. The definition of "North Lake" as contained in the Declarations is hereby amended in its entirety as follows:

"North Lake" shall mean the Lake located on Charlton Place and Meadows of Charlton, as expanded as shown on the Master Plan Plat for Charlton Place attached hereto as Exhibit A and made a part hereof (the "Charlton Plat"), which expansion shall include the Additional Lake and Dam relocation as shown on the Charlton Plat.

2. The area shown as proposed Lots 18-32, inclusive on the Charlton Plat and located within Charlton Place shall be subdivided and/or platted into Parcels containing not less than five (5) acres, including any portion contained within the North Lake, as expanded. For clarification, this area is owned by Charlton Declarant and the configuration of the Parcels in the area is at the sole discretion of Charlton Declarant and may be revised, thus the Parcel dimensions, location of lot lines for the Parcels and number of Parcels may be revised, altered modified and changed by Charlton Declarant by the filing of a plat or subdivision of this area, provided any Parcel shall not be less than five (5) acres, excluding any Common Areas or areas used for Common Facilities.

3. The area which is shown as proposed Lots 1-17, inclusive on the Charlton Plat and located within Charlton Place on the South Lake shall not be subdivided and/or platted into Parcels containing not less than three (3) acres, including any portion contained within the South Lake. For clarification, this area is owned by Charlton Declarant and the configuration of the Parcels in the area is at the sole discretion of Charlton Declarant and may be revised, thus the Parcel dimensions, location of lot lines for the Parcels and number of Parcels may be revised, altered modified and changed by Charlton Declarant by the filing of a plat or subdivision of this area, provided any Parcel shall not be less than three (3) acres, excluding any Common Areas or areas used for Common Facilities.

4. The area shown as proposed Lots 41-44, inclusive and 46 and 47, and as proposed Lots 18-20, inclusive, on the Charlton Plat and located within Charlton Place and fronting on Windermere Boulevard shall not be subdivided and/or platted into Parcels containing not less than five (5) acres. For clarification, this area is owned by Charlton Declarant and the configuration of the Parcels in the area is at the sole discretion of Charlton Declarant and may be revised, thus the Parcel dimensions, location of lot lines for the Parcels and number of Parcels may be revised, altered modified and changed by Charlton Declarant by the filing of a plat or subdivision of this area, provided any Parcel shall not be less than five (5) acres, excluding any Common Areas or areas used for Common Facilities. Lot 45 of Charlton Place has been platted and is subject to the minimum five (5) acre lot requirement.

5. The Declarants and other parties executing this Supplement and Amendment hereby re-acknowledge, and reaffirm that the joint covenants made by the Charlton Declarant, the Meadows Declarant and the Phoenix Declarant, as contained in Article XIV of the Charlton Declaration and the Meadows Declaration and Article IV of the Phoenix Declaration remain in full force and effect, and the Declarants and their respective successors in title shall to abide by and enforce such joint covenants. The Declarants and undersigned parties agree to incorporate into any deed or instrument of conveyance of a Parcel or Property on or abutting North Lake a provisions substantially similar to the following to place parties on notice of the joint covenants:

“The property conveyed in this instrument is subject to and encumbered by certain joint covenants, conditions and restrictions applicable to property located on or abutting North Lake as contained in that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Charlton Place dated November 14, 2008, and recorded in the office of the Chancery Clerk of Madison County, Mississippi in Book 2369 at Page 0304, as may heretofore or hereafter be amended and supplemented and in that certain Declaration of Covenants, Conditions and Restrictions for Charlton Place dated November 14, 2008, and recorded in the office of the Chancery Clerk of Madison County, Mississippi in Book 2369 at Page 0393, as may heretofore or hereafter be amended and supplemented.”

6. In connection with Section 14.05 in both of the Declarations, the Charlton Declarant, the Meadows Declarant and the undersigned parties hereby re-acknowledge, reaffirm that the following provisions in the Declarations are still in full force and effect;

A. Setbacks for North Lake Parcels as provided in Section 14.05(f) which provides Structures on a Parcel shall be a minimum of fifty (50) feet from any side and one hundred (100) feet from front and rear property line; provided however, notwithstanding any provisions to the contrary contained in the Charlton Declaration and the Meadows Declaration, as to only the side setbacks on the North Lake Parcels, the minimum side setbacks of fifty (50) feet from

any side of a Parcel (but not the front and rear property lines or any property line adjoining the North Lake even if a side property line) is subject to the variance provisions contained in Section 10.08 and Section 13.11 of the Charlton Declaration and the Meadows Declaration. The front and rear building setback lines of property adjoining the North Lake may not be changed by a variance or otherwise.

- B. The covenants, conditions and restriction for Guest Houses as set forth in Section 13.13. Guest Houses and Pool Houses and in Article XIV, specifically including Section 14.05 Building and Construction Criteria and Requirements, subsection (g), as supplemented and amended by this Supplement and Amendment.

7. Notwithstanding any provisions in the Declarations to the contrary, including Section 13.13. Guest Houses and Pool Houses and Article XIV, specifically including Section 14.05 Building and Construction Criteria and Requirements, subsection (g) of the Charlton Declaration and Meadows Declaration and Section 14.04 Building and Construction Criteria and Requirements, subsection (g) of the Phoenix Declaration, a Guest House shall not be constructed on, located on or otherwise be permitted on a Parcel abutting and contiguous to North Lake unless such Guest House is built in conjunction with and at the same time as a master residence and a Guest House shall not be used as a permanent resident by any party including a family member; provided however, Guest Houses currently exist on or may be constructed on Lot 1 through Lot 9, inclusive of The Retreat, a subdivision according to a map or plat thereof filed of record in Plat Cabinet E, Slide 129 A and B, all being within the Meadows of Charlton; therefore, (i) the provisions of this Section set forth above which prohibit a Guest House on a Parcel adjoining or contiguous to North Lake without a master residence, shall not apply to the above referenced Lot 1 through Lot 9, inclusive of The Retreat, and (ii) the provisions of this Section set forth above which prohibit a Guest House from being used a permanent resident by a family member, shall not apply to the Lot 2 of The Retreat; provided however, at such time as a master residence is constructed on each such Lot then the "grandfather" exceptions set forth in this Section 7 (i) and (ii) above for such Lots shall automatically terminate; and further provided, the other terms and provisions of Declarations regarding a Guests House on any Parcel located in Charlton Place, Meadows of Charlton or Phoenix Property, shall remain in full force and effect. It is the intent of the Declarants and the Declarants agree that the covenants, conditions and restrictions on Guests Houses in the Declarations and in this Supplement and Amendment be strictly construed and enforced. Any lot located on the North Lake which lot is not part of The Retreat may not have a Guest House constructed on it unless such construction takes place at the same time as the construction of the Master Residence. Guest houses may be constructed on any other

property located in Charlton, Meadows of Charlton or Phoenix property pursuant to Section 14.05, subsection (g) of the Charlton Declaration and Meadows Declaration and Section 14.04, subsection (g) of the Phoenix Declaration.

8. Notwithstanding any provisions in the Declarations to the contrary, including Section 14.02. Lake (d) of the Charlton Declaration and Meadows Declaration, all fencing on Lake Parcels shall be constructed of wrought iron or be a 3 or 4 rail wood fence. No privacy or sight-proof fencing shall be constructed or permitted on Lake Parcels. No fencing, of any kind, shall be constructed or permitted on a Lake Parcel within one hundred feet (100') of the mean water line or level of the North Lake

9. Notwithstanding any provisions in the Declarations to the contrary, including Section 13.01. Parking Requirements of the Charlton Declaration and the Meadows Declaration, all driveways and parking areas within Meadows of Charlton shall be equivalent to or better than concrete, asphalt, limestone or slag and all driveways and parking areas in Charlton Place shall be equivalent to or better than concrete and asphalt.

10. Notwithstanding any provisions in the Charlton Declaration and the Meadows Declaration to the contrary, including Section 13.16. Exterior Lighting, all street lighting poles in Charlton Place and Meadows of Charlton must be approved by their respective Architectural Review Committee.

11. As provided for in the Charlton Declaration and in the Meadows Declaration, the North Lake is a Common Facility, for the common use and benefit of all owners of property within Charlton Place and Meadows of Charlton and notwithstanding any provisions in the Charlton Declaration and in the Meadows Declaration to the contrary, the North Lake Improvements shall include, without limitation, all related facilities and improvements such as the dam, levee, water control structures, pipes and valves, boat landing, boat ramp, dock area, drives, parking areas and other improvements. Notwithstanding any provisions to the contrary in the Charlton Declaration or the Meadows Declaration, all costs to maintain, replace, repair and landscape all Common Areas, including the North Lake and to keep the same in good and safe condition, including all North Lake Improvements shall be a maintenance Assessment under Article V and Article 14 of the Charlton Declaration and the Meadows Declaration.

12. Notwithstanding any provisions in the Charlton Declaration or the Meadows Declaration to the contrary, the Common Areas and Common Facilities under the Charlton Declaration and the Meadows Declaration may be conveyed, transferred or assigned to the respective Associations thereunder. Further,

the Charlton Declarant and the Meadows Declarant agree that the North Lake Improvements, including, without limitation, the land, dam and levee will be conveyed to the respective Associations under the Charlton Declaration and the Meadows Declaration upon which such North Lake Improvements are located. Notwithstanding any provisions in the Declarations to the contrary, including Section 14.02 Lake of the Charlton Declaration and Meadows Declaration, all of the costs associated with the maintenance, repair, replacement and upkeep of the North Lake and the North Lake Improvements shall be the responsibility of and paid by the Charlton Declarant and the Meadows Declarant or their respective Associations as follows:

<u>Responsible Party</u>	<u>Percentage of Costs</u>
Charlton Declarant or Association	69.5%
Meadows Declarant or Association	30.5%

13. Notwithstanding any provisions in the Charlton Declaration or the Meadows Declaration to the contrary, including any provision of Section 14.02 Lake within the Charlton Declaration and the Meadows Declaration, there is hereby established a "No Wake" rule and no boat or vessel may be operated on the North Lake at a speed or in a manner which would create or leave a wake, wave or track in or on the water of North Lake. Further, provided all boats and vessels on North Lake or operated in accordance with the "No Wake" rule hereinabove set forth, then the motor or engine on such boats and vessels is not restricted as to horsepower. Jet skis or similar watercraft are not allowed or permitted on North Lake.

14. The Charlton Declarant and the Meadows Declarant hereby certify that all Lake Parcel Owners for the North Lake and the Charlton Declarant and the Meadows Declarant have approved the modification of the physical configuration of the North Lake.

15. Notwithstanding anything contained herein, it is expressly understood and agreed by the parties hereto that this Supplement and Amendment, the Charlton Declaration, the Meadows Declaration, nor the Phoenix Declaration (including, but not limited to, Section 2.01 thereof) shall not apply to, nor encumber, that certain parcel of approximately two hundred (200) acres owned by the Phoenix Declarant, said parcel being located to the Northeast (NE) of the Phoenix Property as referenced herein.

16. Capitalized terms in this Supplement and Amendment shall have the meanings set forth in the Declarations, as applicable.

17. To the extent the terms and provisions in this Supplement and Amendment are inconsistent with or conflict with the terms and provisions of the Declarations, then the terms and provisions of this Supplement and Amendment shall prevail and supersede the terms and provisions of the Declarations.

18. The recitals hereinabove are hereby incorporated into and shall be deemed a part of this Supplement and Amendment.

19. Except to the extent amended and supplemented herein, the terms and provisions of the Declarations shall remain in full force and effect.

[Execution occurs on following page.]

EXECUTION PAGE TO AMENDMENT AND SUPPLEMENT

WITNESS THE SIGNATURES of the Declarants as of the day and year first above written.

DECLARANTS:

Highway 22 Property, LLC,
a Mississippi limited liability company

By: Rodney F. Triplett, Jr.
Rodney F. Triplett, Jr., Manager

Charlton Property, LLC,
a Mississippi limited liability company

By: Louis B. Gideon
Print Name: Louis B. Gideon
Title: Manager

Phoenix Development Company, LLC,
a Mississippi limited liability company

By: Thomas G. Hixon
Thomas G. Hixon, Member

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 3rd day of December 2013, within my jurisdiction, the within named **Rodney F. Triplett, Jr.** who acknowledged that he is a Manager of **Highway 22 Property, LLC**, a manager-managed Mississippi limited liability company, and that for and in said capacity and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after having first been duly authorized by said limited liability company so to do.



Sandra L. Mathis
NOTARY PUBLIC

My commission expires:
Nov. 11, 2015

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 3rd day of December 2013, within my jurisdiction, the within named **Louis B. Gideon** who acknowledged that he is a Manager of **Charlton Property, LLC**, a manager-managed Mississippi limited liability company, and that for and in said capacity and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after having first been duly authorized by said limited liability company so to do.



Sandra L Mathis
NOTARY PUBLIC

My commission expires:

Nov. 11, 2015

STATE OF MISSISSIPPI
COUNTY OF Madison

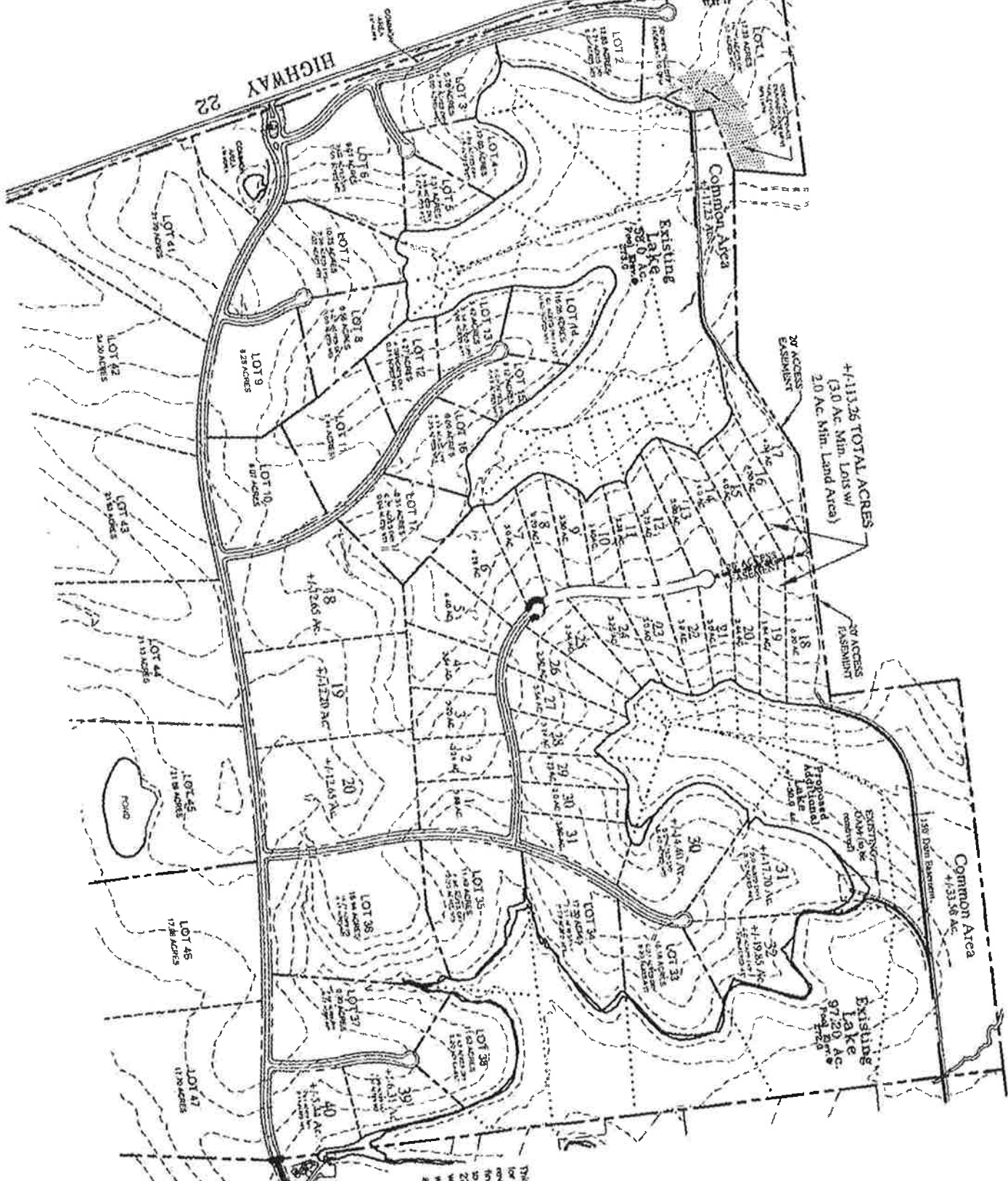
PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 26 day of November 2013, within my jurisdiction, the within named **Thomas G. Hixon** who acknowledged that he is a Member of Phoenix Development Company, LLC, a member-managed Mississippi limited liability company, and that for and in said capacity and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after having first been duly authorized by said limited liability company so to do.



Linda Rochelle Owen
NOTARY PUBLIC

My commission expires:

1-9-2015



+/-113.26 TOTAL ACRES
(30 Ac. Min. Lots w/
20 Ac. Min. Land Area)

Common Area
+/-33.86 Ac.

Existing Lake
97.20 Ac.

PRELIMINARY MASTER PL
Charlton Plc
Madison County, Mississippi

This Preliminary Master Plan for Charlton Place is for illustration purposes only and is subject to revision. The proposed lots as shown herein are not final and the configuration and modification by Highway 22 Property, LLC, in its sole discretion, subject to without limitation, the configuration of lots and their width, length, dimensions of lots, location of lot lines and number of lots.

