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INSTR # 914939 MADISON COUNTY MS.
This instrument was filed for
record 1/05/21 at 4:20:44 PM
RONNY LOTT, C.C. BY: CMH D.C.

**SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR LAKE CAROLINE FOR
BEATTY WOODS OF CAROLINE**

THIS Supplement made this the 5th day of January, 2021, by Caroline, LLC, A Mississippi Limited Liability Company, the Declarant for the real property described in Exhibit A hereto:

WHEREAS, the rights to the Declarant are set forth in that certain Declaration of Covenants, Conditions and Restrictions for Lake Caroline, dated December 4, 1989, and recorded in the office of the Chancery Clerk of Madison County, Mississippi, in Deed Book 696 at Page 609 ("the Declarant"); and

WHEREAS, Lake Caroline, Inc. ("LCI") has assigned the rights of the Declarant for the real property described in Exhibit A hereto to Caroline, LLC pursuant to that certain assignment, dated JANUARY 4 2021, which appears in the office of the Chancery Clerk of Madison County, Mississippi, in Deed Book 3170 at Page 79; and

WHEREAS, Declarant, pursuant to the provisions of Article XIII of the Declaration did annex a portion of the Additional Property as described in attached Exhibit "A" to the Declaration which appears in the Madison County land records at Book 2497 Page 663-703, and did make said property subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the Declaration; and

WHEREAS, Declarant has caused a portion of the Additional Property to be subdivided as an additional phase of Lake Caroline known as BEATTY WOODS OF CAROLINE, a subdivision according to a map or plat thereof on file and of record in Plat Cabinet F at Slides 173A and 173B.

NOW, THEREFORE, Declarant does hereby affirm the annexation of BEATTY WOODS OF CAROLINE to the Property that is subject to the Declaration and declares that said Property is, and shall be, held, transferred, sold, conveyed and occupied, subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, except as hereinafter supplemented and amended, to-wit:

I. Pursuant to Paragraph (a) of Section 2 of Article VIII of the Declaration, the building sizes and locations for BEATTY WOODS OF CAROLINE, shall be as follows:

(a) Exclusive of porches and garages, the heated and/or cooled living area for each dwelling, main house or residential structure constructed on Lots 1026 through 1052 shall contain at least 2100 square feet.

(b) No dwelling or residential building shall be erected on any lot nearer than 20 feet from the front lot line or 30 feet from the rear lot line, and 10 feet from the side lot line. No dwelling or other residential building shall be erected on any lot on the corner of any street nearer than 10 feet from the lot line adjoining or abutting any street.

(c) The location, size, and construction of all buildings shall be in accordance with the building criteria adopted by the Architectural Review Committee and

approved by said committee prior to commencement of construction or placing any such improvements on any lot as required by Article VIII of the Declaration.

2. The Declarant does hereby reserve for the Declarant and Lake Caroline Owners Association, Inc., a right-of-way and easement over, across and along those certain easement areas as shown on the plat of BEATTY WOODS OF CAROLINE, as recorded in Plat Cabinet F at Slides 173A and 173B reference to which is hereby made. Said easements being for the purposes and as designated on said plat. Additionally, landscape easements are specifically reserved for the Declarant.

3. Pursuant to the provisions and allowances set forth in Article IV, Section 14, of the said Declaration, Declarant shall be assessed with and shall pay, subject to the limitation hereinafter set forth, such annual maintenance assessments and special assessments as shall be set by the Board of Directors of the Lake Caroline Owners Association, Inc. Pursuant to the Declaration and that certain Settlement Agreement among Lake Caroline, Inc., Panther Creek Construction Co., Inc., Caroline, LLC and the Lake Caroline Owners Association, effective January 1, 2006, such assessments shall be based on the proposed level or level of use, benefit, and enjoyment of the Common Areas and Common Facilities and of services by Declarant; however, said maintenance assessment may be and shall not exceed fifteen percent (15%) of the annual maintenance assessment set for any Lot not owned by Declarant or a Developer. Special assessments shall be based on the same criteria and shall be set by the Board of Directors of Lake Caroline Owners Association, Inc. as their respective interests shall be affected.

4. The Declarant does hereby reserve, for itself and the owners of all lots in BEATTY WOODS OF CAROLINE, the right to establish a separate property owners association for the benefit of all owners of lots in BEATTY WOODS OF CAROLINE.

As to the property included in and by this supplement, the Declaration, except as hereinabove supplemented for BEATTY WOODS OF CAROLINE, remains in full force and effect, unchanged and unaltered.

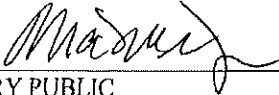
WITNESS OUR SIGNATURES, on the day and year first above written.

CAROLINE, LLC, A LIMITED LIABILITY COMPANY

By: Mark S. Jark
MSJ, President

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on the 5th day of JANUARY, 2021, within my jurisdiction, the within named **Mark S. Jordan**, who acknowledged that he is President, of CAROLINE, LLC, A LIMITED LIABILITY COMPANY, and that for and on behalf of said company, and as its act and deed, he executed and delivered the above and foregoing instrument, after first having been duly authorized by said company so to do.



NOTARY PUBLIC

My Commission Expires:

1-18-2023

