

MARGINAL NOTATION FORM

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MADISON COUNTY, MS Clerk's Office
Honorable RONNY LOTT

Instrument Type	Instrument#	Book	Page	Lot/SubDivision	Date	Deputy Clerk
ASSIGNMENT - DEEDS - [DEE	931732	4071	523	Sec 11 Twn 8N Rng 1E HERONS BAY OF CAROLIN.. lot 1085 HERONS BAY OF CAROLIN.. lot 1086 ** more ** see instrument **	7/20/2021	Cheryl Houston



MADISON COUNTY, MS
I certify this instrument filed/recorded
07/21/2021 3:44:20 PM
Inst. 931832 Page 1 of 4
Book T - 4072 / 309.00
Witness my hand and seal
RONNY LOTT, C.C. BY: CH D.C.

PREPARED BY AND RETURN TO:

Don A. McGraw, Jr. - MSB# 2621
Montgomery McGraw, PLLC
P. O. Box 1039
Canton, MS 39046
601-859-3616

INDEXING: Lots 1085 - 1169 Heron's Bay of Caroline, Madison County, Mississippi

**SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
LAKE CAROLINE FOR HERON'S BAY OF CAROLINE**

DECLARANT:

**CAROLINE, LLC, a Mississippi Limited Liability Company
607 Highland Colony Parkway, Ste. 300
Ridgeland, MS 39157
Phone: 601-605-4458**

**SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR LAKE CAROLINE FOR
HERON'S BAY OF CAROLINE**

THIS Supplement made this the 21st day of JULY, 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 JULY 15, 2021, which appears in the office of the Chancery Clerk of Madison County, Mississippi, in Deed Book 4071 at Page 523; 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 HERON'S BAY OF CAROLINE, a subdivision according to a map or plat thereof on file and of record in Plat Cabinet F at Slides 180A and 180B.

NOW, THEREFORE, Declarant does hereby affirm the annexation of HERON'S BAY 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:

1. Pursuant to Paragraph (a) of Section 2 of Article VIII of the Declaration, the building sizes and locations for HERON'S BAY 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 1800 square feet.

(b) No dwelling or residential building on Lots 1085 – 1089, Lots 1090, 1107 – 1147 shall be erected on any lot nearer than 25 feet from the front lot line or 20 feet from the rear lot line, and 5 feet from the side lot line. No dwelling or other residential building on Lots 1091 – 1106, 1148 – 1169 shall be erected on any lot nearer than 25 feet from the front lot line or 20 feet from the rear lot line and 7.5 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 15 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 HERON'S BAY OF CAROLINE, as recorded in Plat Cabinet F at Slides 100A and 100B 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 HERON'S BAY OF CAROLINE, the right to establish a separate property owners association for the benefit of all owners of lots in HERON'S BAY OF CAROLINE.

As to the property included in and by this supplement, the Declaration, except as hereinabove supplemented for HERON'S BAY 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. Jordan
17's, President

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 21 day of July, 2021, within my jurisdiction, the within named **Mark S. Jordan** who acknowledged that he is **President of Caroline, LLC, a Mississippi Limited Liability Company**, and that for and on behalf of the said company, and as its act and deed he executed 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
(SEAL)



EXHIBIT "A"

Lots 1085 - 1169 HERON'S BAY OF CAROLINE, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet F at Slides 180A & 180B and reference to which is hereby made in aid of and as a part of this description.

MADISON COUNTY, MS RONNY LOTT
I CERTIFY THIS INSTRUMENT WAS FILED ON 7/21/2021 3:44:20 PM AND RECORDED IN T BOOK:4072 PAGE:309