

**ADDENDUM TO PROTECTIVE COVENANTS OF SPRING LAKE  
a Development of Springlake Ranch  
Phase 3**

**WHEREAS**, the undersigned, Springlake Ranch, a Mississippi Partnership hereinafter referred to as "Developer" is the owner of certain land described herein, said subdivision currently being developed as residential development known as "Spring Lake" and,

**WHEREAS**, a subsequent phase of the said subdivision has been designated as "Spring Lake Phase 3" and a plat of the land so subdivided has been recorded in the records of Maps and Plats on file in the office of the Chancery Clerk of Lee County, Mississippi, in Plat Cabinet B, Slide 180, reference to which is hereby made, and said plat gives and reflects an accurate description of said property comprising Phase 3 of said subdivision, and,

**WHEREAS**, said Phase 3 of said subdivision has been designed and is to be developed adjacent to and in conjunction with Phase 1 and Phase 2 of the already existing "Spring Lake" subdivision, and plats of said Phase 1 and Phase 2 having been recorded in the records of Maps and Plats on file in the office of the Chancery Clerk of Lee County, Mississippi, in Plat Cabinet B, Slide 103. Restrictive covenants applicable to said "Spring Lake" subdivision have been recorded and are on file in the office of the Chancery Clerk of Lee County, Mississippi, in Book 1605 at Page 213. Modifications of said restrictive covenants and an Addendum effecting lots 113 through 130 of Phase I have been recorded in the office of the Chancery Clerk of Lee County, Mississippi in Book 1613 at Page 364 and in Book 1757 at Page 128, respectively.

**WHEREAS**, it has been and remains the desire and purpose of the aforesaid Developer to develop said Springlake subdivision in various phases, said phases to include residential property development of various types and values which will be designated by specific group designation, and to place all of the property comprising Phase 1 and 2 of the development and also Phase 3 of the development, as designated on the plat and being comprised of Lot # 131 thru Lot # 156, under certain restrictions together with mutual and beneficial protective covenants, conditions, agreements, restrictions, reservations, easements and limitations hereinafter sometimes collectively referred to as "restrictions and protective covenants" which shall run with

the land and for the benefit and protection of the future landowners of said subdivision, their heirs and assigns, and for the benefit of the present owner and developer thereof, and its predecessors, heirs and assigns; and whereas, this phase of development and the group designation of ownership interests therein are to be activated upon the filing of this appropriate Addendum to Protective Covenants by the Developer. This Addendum applicable to Phase 3 of the "Spring Lake" subdivision shall operate in addition to, in conjunction with, and in accordance with these terms and provisions of the Protective Covenants of Spring Lake as recorded in the Lee County Chancery Clerk's office in Book 1605 at Page 213 and subsequent modifications and addendum as recorded in Book 1613 at Page 364 and Book 1757 at Page 128, respectively.

**NOW, THEREFORE,** the undersigned Springlake Ranch, does hereby establish and set forth the following Addendum to the "Protective Covenants of Spring Lake" containing certain additional restrictions and protective covenants upon the subsequent development known as "Phase 3" of said "Spring Lake" subdivision and which covers and is applicable in all respects to "Phase 3" as designated and indicated on the aforesaid plat and as referenced herein as follows:

## **ADDENDUM ARTICLE I**

### **DEFINITIONS**

1. **Purpose.** This Addendum to Protective Covenants of the "Spring Lake" development is made for the mutual and reciprocal benefit of the entire Spring Lake development, the Phase 3 development, and the future owners thereof and is intended to create mutual, equitable restrictions and obligations upon the specific portion of the development referred to herein as "Phase 3" and shall also operate in conjunction with the previously filed Protective Covenants. Said Addendum is also intended to create mutual, equitable restrictions and obligations binding on all other Spring Lake developments concerning the use of common areas established by Phase 3. This Addendum and the restrictions and protective covenants contained herein are developed for the benefit of each and all of the other properties comprising the "Spring Lake" subdivision and the owners thereof, and are offered to create reciprocal rights between the respective owners of such lots, and to create a privity of contract and estate by and between the grantees of such lots, and their respective heirs, successors and assigns.

2. Spring Lake Homeowner's Association (SLHA). The Spring Lake Homeowner's Association being referred to herein is the association of all homeowners in all phases of Spring Lake and shall be governed and directed by an elected executive committee to include a representative of the developer and three owners to be selected annually in compliance with the provisions of these covenants.

3. Developer. Developer shall mean Springlake Ranch, the party executing and recording these covenants of any successor in title or assignee of said developer to all or any portion of the development. The Developer's rights as established in these restrictions and covenants shall inure to the benefit of any successor or assigns in interest.

4. Spring Lake Architectural Board (SLAB). The Spring Lake Architectural Board (SLAB) being referred to herein shall be the Board responsible for the architectural control of the subdivision development in each of the phases of construction and thereafter, and said Board is responsible for the architectural control and development uniformity throughout the entire subdivision development. SLAB shall consist of five (5) representatives whose membership shall be made up as follows: Two (2) representatives selected by the landowners in the subdivision, Two (2) representatives from the Partners of Springlake Ranch and One (1) representative with professional construction and/or architectural experience to be selected by the Developer.

## **ADDENDUM ARTICLE II**

### **Spring Lake Homeowner's Association**

1. Membership. Owners of lots being a part of the Phase 3 development shall be considered a part of the Spring Lake Homeowner's Association as set forth by the Protective Covenants of Spring Lake and shall have the rights, duties, and obligations as is set forth therein.

2. Definitions. The definitions set forth in the Protective Covenants for Spring Lake shall be incorporated herein except that the definition for "Common Area" shall be expanded as follows:

"Common Area" shall mean and refer to all real property and the facilities located thereon owned by the Association for the common use and enjoyment of the owners. Said common area

shall include an initial clubhouse, gate house, recreation area with pools and tennis courts, pathways, lakes located along the perimeter of the Phase 3 development.

### **ADDENDUM ARTICLE III**

#### **RESTRICTIONS AND COVENANTS FOR PHASE 3 DEVELOPMENT**

The restrictions and covenants running with the land as set forth in the Protective Covenants of Spring Lake and any incorporated modification shall also run with the land and lots making up the Phase 3 development of the Spring Lake subdivision unless contradicted by the restrictions and covenants set forth below concerning the Phase 3 development. Said restrictions and covenants concerning the Phase 3 development shall also run with the land and inure to the benefit of the Developer's and Homeowners' heirs, successors, and assigns:

1. Construction Standards All homes shall have nine feet and taller ceiling heights in all areas of the first level with the exception of secondary bedrooms and bathrooms. In no instance shall any ceiling height be less than eight (8) feet. Should an otherwise acceptable plan require a deviation from these standards in order to maintain the integrity of the roofline, allowances may be made on an individual basis. Construction materials are optional except that windows must be wood or wood with a vinyl-clad exterior and that no vinyl or aluminum siding may be used in the construction of any building in the subdivision.
2. Minimum size, Setbacks and Annual Assessments - All lots in Phase 3 shall be designated as **Type 3** lots as described in the Protective Covenants of Spring Lake, and shall meet the following parameters:
  - a. The minimum square foot requirements shall be – Three thousand square feet (3,000 sq. ft.) of heated and cooled area.
  1. The minimum setbacks shall be –

Front - forty five (45) feet from the front property line to the front of the residence.

Rear -thirty five (35) feet from the rear property line to the rear of the residence except as noted below for lake front lots.

Side - fifteen (15) feet from either side property lines to the side of the residence, except as noted below for lake front lots

Side street - thirty five (35) feet from a side street property line to the side of the residence.

2. The initial established annual assessment to the Spring lake Homeowners Association shall be six hundred dollars (\$600.00) except as noted in paragraph 3. f. below.

3. During any construction or landscaping any water runoff into the lake, street, adjoining property, or storm sewer will be contained and filtered through a minimum of two settlement structures or two silt fences. Failure to comply with this requirement will result in a fine to the lot owner of five hundred dollars (\$500.00) for the first offence, and seven hundred fifty dollars (\$750) for each subsequent offence. Lot owners will have three days to correct the condition before being fined.

3. Lake Front Lots - Special Restrictions and Privileges; To protect the interest of all lake front property owners and to assure the enjoyment of the common areas by all Spring Lake property owners the following special restrictions and privileges apply to all Phase 3 lots that adjoin the lakes unless specifically excepted by lot number below:

1. Rear and side property lines adjoining a lake will extend to the normal high water line of the lake **except lots # 145 and #146 which adjoin a small lake.**

2. The developer and SLHA reserve a twenty five (25) foot maintenance and construction easement along the edge of all lakes.
3. The minimum rear or side setback for a residence shall be sixty (60) feet from the normal high water line of the lake. **Except lots #143, #144, #145, and #146**, their minimum rear setback for a residence shall be forty five (45) feet from the rear property line or the normal high water line of the lake.
4. The minimum setback for privacy fences will be forty (40) feet from the normal high water line of the lake.
5. Homeowners owning lake front lots, except lots #145, #146, and #133 shall be allowed to construct and maintain private piers and patios of a size not to exceed one hundred twenty square feet (120 sq. ft.). Said piers shall not extend into the lake more than twelve (12) feet past the normal high water line of the lake, and shall not be more than twenty four (24) inches above the normal high water line of the lake. The Architectural Board will review and approve the plans for all such structures. The owner of any lake front pier or patio will be specifically responsible for the maintenance and repair of these structures, and will keep them neat, orderly, and free of trash or debris. If any of these structures is determined, by the SLHA executive committee, directors, or the Developer to be unsightly, unkept, a nuisance, or a determinant to the lake or the development, then the owner will have option to correct the problem or remove the structure. If the owner fails or refuses to correct the problem, SLHA or the developer will remove the structure at the owners expense.
6. To more fairly distribute the expenses associated with the maintenance of the lakes, the initial annual assessment for all lake front lots except lots #145, #146 and #133 will be seven hundred and fifty dollars (\$750.00) per

lot, this is one hundred fifty dollars (\$150.00) more than the established “  
Lot Type 3” assessment.

4. All construction supplies, equipment, and trash must be kept on your lot.
- .5. The Phase 3 development shall also be governed by Article IV of the “Protective Covenants of Spring Lake” filed with the Lee County Chancery Clerk’s office in Book 1605 at Page 213, except as noted above.
6. Construction of homes on Phase 3 lots shall begin within twenty-four (24) months from the date of the warranty deed conveying title to purchaser(s). Should construction fail to commence within this period, Developer shall have the option for a period of twelve (12) months thereafter, to repurchase the lot from the purchaser at the purchaser’s original purchase price plus any real estate taxes and homeowner’s fees paid by the purchaser(s). However, if at least two adjoining lots are owned by one individual, and construction of a residence is begun on one of the adjoining lots within the twenty-four (24) month period, then this provision shall be waived.
7. In the event any purchaser of a lot decides to sell a vacant lot within twenty-four (24) months from the date of the warranty deed conveying the title to purchaser(s), then Developer shall have a “first right to buy” at the purchase price originally paid by said purchaser(s) plus any real-estate taxes and homeowners fees paid on said lot.

**ADDENDUM ARTICLE IV**

**RESTRICTIONS AND COVENANTS CONCERNING LAKE USE**

The following restrictions and covenants concerning the use and enjoyment of the lake to be made a part of the Spring Lake development shall apply to all homeowners of the Spring Lake

subdivision whether they be a part of the Phase 1, 2, or 3 developments, a part of the Columbine Place Garden Homes development, or any subsequent phase of the Spring Lake development. The following restrictions and covenants shall run with the land and for the benefit and protection of the future landowners of said subdivision, their heirs and assigns, and for the benefit of the present owner and developer thereof, and its predecessors, heirs and assigns.

1. No water skiing or operation of personal water craft such as “Wave-Runners” shall be allowed on the subject lake.
2. All water craft shall be limited to fifteen (15) feet in length or any other reasonable length to be determined by the Spring Lake Homeowners’ Association, and water craft shall be non-motorized except that electric trolling motors will be permitted.
3. Use of the actual lake shall be limited to the hours of 7:00 A.M. till 8:00 P.M. or any other reasonable time to be determined by the Spring Lake Homeowners’ Association and the use of said lake and other associated common areas will be restricted to the Spring Lake Homeowners’ Association members, the Columbine Place Garden Home Homeowners’ Association members, and any subsequently established homeowners’ association belonging to said developments, along with each member’s immediate family, their tenants or any contract purchasers who might reside on the property. The use of this common area and related designated common areas shall be allowed for the purposes of fishing, boat launching, and other appropriate leisure activities not contrary to the intentions of these provisions.
4. No loud music, boisterous behavior, breach of the peace, or other disturbance by any homeowner, homeowner’s family, or guests shall be permitted.
5. The subject lake is deemed to be a “common area” of the Spring Lake subdivision and will be deeded to the Spring Lake Homeowners Association and placed under its control when all the lake front lots are purchased and developed or sooner as may be determined by the Developer. Upon the donation of said common area by the Developer, the Spring Lake Homeowners’ Association will become responsible for the operation,

care, upkeep, expenses and the implementation of rules concerning the use of the lake and its associated common areas.

6. Swimming in the lakes is specifically prohibited.
1. SLHA will have the authority to set limits feel limits on the fish harvested from the lakes.

## **ADDENDUM ARTICLE V**

### **Lot Owner Acceptance**

1. Acceptance. The owner or grantee of any lot which is subject to these restrictions, by acceptance of the deed or other instrument so conveying in ownership interest in or title to such lot, or by the execution of a contract for the purchase thereof, whether from Developer or subsequent owner of such lot, shall accept, and shall be deemed to have accepted by operation of law and equity, such deed or other contract upon or subject to each and every restriction and covenant contained herein, all of said restrictions and covenants to be deemed to run with the land.

Present members of the Spring Lake Homeowners' Association (SLHA) and the Columbine Place Garden Homes Homeowners' Association (CPGHHA), their successors and assigns and the Developer shall be bound by the restrictions and covenants as set forth in this addendum as provided for pursuant to Article V, Subsection (3) of the "Protective Covenants of Spring Lake". Furthermore, any member of the Spring Lake Homeowners' Association, the Columbine Place Garden Homes Homeowners' Association, or any subsequently established homeowners' association belonging to said developments, along with each member's immediate family, their tenants or any contract purchasers who might reside on the property, including their successors and assigns, shall further be deemed to have accepted and consented to the restrictions and covenants as set forth herein by their acts of using the Phase 3 lake and its associated common areas.

### **ADDENDUM ARTICLE VI**

Modifications of Restrictions. This Addendum to Protective Covenants may be amended by the developer at any time, prior to conveyance of a majority of the units of the Phase 3 development area with the developer to provide written notice thereof to all Phase 3 owners at the time of the proposed amendment. Thereafter, Amendments to this Addendum to Protective Covenants shall require two-thirds (2/3) vote of the members of the Spring Lake Homeowners' Association.

### **ADDENDUM ARTICLE VII**

#### **Access and Control of Roadways**

Owners of Spring Lake Phase 3 Lots shall have the right and power to takeover, control, and maintain the access or entrance to and roadways in said Phase 3 development area and furthermore shall have the right and power to erect privacy and access fencing and/or gating on and across the roadway accessing Phase 3. This right is contingent upon obtaining the approval of the appropriate municipal authorities, SLHA, and the Developer. Said access and control rights shall be exercised only upon a unanimous vote of the lot owners in Spring Lake Phase 3, and the formation of a secondary Phase 3 Homeowners Association comprised of, and only of, all Phase 3 lot owners. This said Phase 3 Homeowners Association will assume the responsibility for any and all initial, recurring, and ongoing expenses associated with the exercising of this right and the formation of the secondary Homeowners Association what so ever. Formation of, or membership in, a secondary Homeowner Association in no way alters or averts membership in SLHA, and SLHA retains all of its power, assessments, and responsibilities as if the secondary Homeowners Association did not exist.

**ADDENDUM ARTICLE VIII**

Miscellaneous

1. Severability. Each and every one of the restrictions is hereby declared to be independent of and severable from the remainder of the restrictions, and of and from every combination thereof. Invalidation of unenforceability of any one or more of the restrictions by any judgement or court order shall in no way affect any of the other restrictions herein contained, each of which shall remain in full force and effect.
2. Supplemental to Recorded Subdivision Plats. - The provision of these restrictions are in addition to, and supplemental of, the conditions or restrictions set forth on the recorded subdivision plat for Phase 3 and contained within the “Protective Covenants of Spring Lake” recorded in the Lee County Chancery Clerk’s office in Book 1605 at Page 213.
3. Captions. - The captions of the various articles of these restrictions are for the convenience of reference only, and none of them shall be used as an aid in or the construction of any provision of the restrictions. Whenever and wherever applicable, the singular for of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine of to the neuter.

**IN WITNESS WHEREOF**, the undersigned have caused this Addendum to Protective Covenants of Spring Lake to be duly executed on this the \_\_\_\_ day of \_\_\_\_\_, 2000.

**SPRING LAKE RANCH, a Mississippi partnership.**

\_\_\_\_\_  
SAM G. PATTERSON  
Managing partner

SAMANTHA P. FIKES  
General partner

JANICE H. ALLEN  
General partner

LAUREN H. PATTERSON  
General partner

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Sam G. Patterson, Samantha P. Fikes, Janice H. Allen, and Lauren H. Patterson who acknowledged on oath that they are Partners of Springlake Ranch, a Mississippi Partnership, and that for and on behalf of the Partnership, and as its own act and deed, they signed and delivered the above and foregoing instrument for the purpose mentioned, on the day and year therein mentioned, after being duly authorized so to do.

Given under my hand and seal, this the \_\_\_\_ day of \_\_\_\_\_ 2000.

NOTARY PUBLIC

My commission expires: