

**AMENDED RESTRICTIVE COVENANTS
SOUTHLAKES SUBDIVISION**

1. These covenants are hereby adopted and signed by the owners of two-thirds of the lots in Southlakes Subdivision in accordance with the original restrictive covenants and are made to amend and/or replace the restrictive covenants of Southlakes subdivision which are recorded in Book 252 at Page 664 and referenced in Plat Book 4 at Page 1 of the Grenada County land records. These covenants shall run with the land and shall be binding upon all parties until an instrument signed by two-thirds majority of the then owners of the Southlake Subdivision lots is executed and properly recorded in the Grenada County land records. Each individual lot will count as one vote.
2. Property shall be used for single family residential purposes only. All houses are to be built of new materials and are to have a minimum of 2000 square feet of heated and cooled living space. Construction plans and specifications for homes, garages, fences, driveways, and drive entrances and all modifications thereto shall be submitted to the developer or his assigns prior to the start of any construction. All such construction is strictly subject to the written approval of the developer or his assigns, The intent of this paragraph is to insure that all development shall be of tasteful aesthetic design, and high quality construction, which will properly blend with the surroundings.
 - A. Structures will be limited to 2 ½ story construction, not to exceed 35' in height, excluding basements and chimneys. Structures on lots 8, 9, 30, 31, 39, 40, 41, and 42 will be limited to 1 ½ story construction, not to exceed 25' in height, excluding basements and chimneys.
 - B. No detached structures or out buildings shall be constructed with exception of a detached garage which shall be of similar design and construction quality as the house. The maximum size of said garage shall be that necessary to accommodate three cars and shall contain no more than 300 square feet of additional ground floor storage space. Decorative and leisure structures may be allowed subject to Developer's written approval which shall not be unreasonably withheld.
 - C. Fences may be installed in back yard only, with a height of no more than five feet with maximum post height of six feet. No fence shall be constructed within twenty feet of any lake perimeter at normal water level.
 - D. All driveways must be of asphalt or concrete pavement construction.
3. No house shall be built within 25 feet of side lot lines, or within 30 feet of front and back lot lines, except as allowed in paragraph below. No buildings, fences or obstructions of any kind, except as allowed in paragraph 4 below, are to be built within 20 feet of lake perimeter at normal water level. Two or more lots may be combined into one lot, in which case the interior lot line may be disregarded in so far as side yard requirements are concerned. Combined lots may not be divided, except back original lot dimensions, and easements.
4. A 20 foot easement is retained on each side of all property lines and on each side of sewer and water lines existing or shown on plat with an exception to Lot # 42 allowing for a reduction from 20 feet to 10 feet on the Southeast lot line and a reduction in the 25 feet building restriction to 14 feet on the Southeast lot line of

said Lot # 42. A twenty foot easement is retained along the perimeter of the lakes at normal water level for the construction of walking paths and to give access to all lakes for use by all lot owners. The owner of any lot which lies adjacent to any lake may not restrict the free access of other owners or their house guests for use of the walking paths or for fishing from the bank. No construction will be allowed within this 20 foot easement except that the lake side lot owner may construct for his own use one pier which extends no more than 20 feet into the lake, does not exceed a width of 10 feet and which does not obstruct the walking path. The pier may be covered, but must have open sides except for safety railing. Piers must be attractive, of high quality construction, and maintained in good condition at all times. Plans and specifications must have the written approval of the developer.

5. No obnoxious or offensive activities shall be carried on upon any lot or common area, nor shall anything be done thereon which may become an annoyance or nuisance to the neighbors.
6. Property owners shall keep their property free and clear of all debris and household garbage at all times. Garbage must be removed not burned. Maintenance of yard shall include cutting the grass regularly and controlling erosion. Yard care will include the total area to lake water's edge, whether legally described as part of that lot or not, including maintenance of any walking paths thereon.
7. Erosion must be controlled at all times, with special consideration during construction to prevent mud and muddy water from polluting lakes. Trees may be removed only if they interfere with construction of a house or if they are dead and must be removed.
8. No animals or pets shall be allowed outside the house except as follows:
 - A. A maximum of two dogs and/or two cats over 3 months of age.
 - B. All dogs must be kept in fenced areas except while being walked on leash.
9. THE FOLLOWING WILL NOT BE ALLOWED IN OR TO BECOME A PART OF SOUTHLAKES:
 - A. Commercial activities of any kind.
 - B. Signs, other than property for sale signs.
 - C. Any automobile that does not have a current license plate and inspection sticker.
 - D. Junk of any kind.
 - E. Mobile homes or large trucks, except for delivery activities to property. Tractor or other machinery, except lawn care equipment for use on premises.
 - F. Motor homes and boats unless stored inside a garage.
 - G. Overnight parking on road right of way.
 - H. Hunting or discharge of firearms.
 - I. The use of off road vehicles, except golf cars and maintenance

equipment.

- J. Any pesticide or chemical that may cause harm to fish and wildlife can not be used or stored on the property for any reason.

10. LAKE RESTRICTIONS AND OWNERSHIP

- A. THE USE OF INTERNAL COMBUSTION POWER BOATS OF ANY KIND IS PROHIBITED.
- B. ALL BOATS ARE TO BE REMOVED FROM LAKE TO STORAGE AFTER USE. HOUSEBOATS AND BOATHOUSES ARE PROHIBITED.
- C. TROT LINE FISHING, JUGGING, OR NETTING WILL NOT BE ALLOWED. THE SALE OF FISH IS PROHIBITED.
- D. COMMON AREAS, INCLUDING LAKES, ARE TO USED BY PROPERTY OWNERS AND THEIR HOUSE GUESTS ONLY.

11. Restrictive Covenants do not apply to lot 44.

12. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restrictive covenant either to restrain violation or to recover damage.

13. In the event any restrictive covenant is declared by the courts to be invalid, the same shall not affect the validity of these covenants as a whole or any part thereof other than the part so declared to be invalid.

The GRM Family Limited Partnership with the sole general partner being Green Rental Services, LLC, currently owns in excess of two-thirds of the lots in Southlakes subdivision and hereby adopts the covenants set forth herein.

GRM FAMILY LIMITED PARTNERSHIP

By: _____
JOHN GRADY GREEN,
Member/Manager of Green Rental Services, LLC
General Partner

STATE OF MISSISSIPPI
COUNTY OF GRENADA

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, John Grady Green, who is stated to be the Member/Manager of Green Rental Services, LLC, the sole general partner of GRM FAMILY LIMITED PARTNERSHIP, and as such was duly authorized to execute and did execute the foregoing Restrictive Covenant Amendment on behalf of said GRM FAMILY LIMITED PARTNERSHIP for the purposes therein set forth and that the same is its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the ____ day of _____, 1997.

Notary Public

My Commission Expires

Prepared by:
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Post Office Box 901
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Indexing Instructions: Lots 1-44 Southlakes Subdivision