

Fairview Dr.

BOOK 1223 PAGE 799

30-1943

183

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CALUMET PART ONE

THIS SUPPLEMENTARY DECLARATION is made and executed on this the 21st day of FEBRUARY, 2000, by Calumet Development, LLC, a Mississippi limited liability company, hereinafter sometimes referred to as the "Declarant".

WHEREAS, the Madison County Board of Education, Trustees of the Madison County School District Sixteenth Section School Lands Trust and hereinafter sometimes referred to as the "Board of Education," holds in trust certain land and real property located in the South Half of Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, which parcel of real property is a part of the Calumet Leasehold and is more particularly described in Exhibit "A" attached hereto and which parcel of real property has been duly subdivided and platted and the map or plat thereof has been filed for record in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, in Plat Cabinet D at Slide 57, reference to which is hereby made for all purposes, and which parcel of real property has been designated on said map or plat as "Calumet Part One;" and

WHEREAS, in order to benefit the Sixteenth Section School Lands Trust and to secure the fullest utilization of sixteenth section lands held in trust by said Board of Education in the fulfillment of the purposes for which such lands were designated and so entrusted, said Board of Education has granted a development lease in said real property to the Declarant; and

WHEREAS, the Declarant is the Development Lessee from the Board of Education of the Calumet Leasehold, said leasehold being certain real property inclusive of the real property described in Exhibit "A" attached hereto, by assignment of that certain Development Lease Contract dated September 16, 1996, and filed for record in the office of said Chancery Clerk in Book 385 beginning at Page 345, which Development Lease Contract was amended by instrument dated June 20, 1997, and filed for record in the office of said Chancery Clerk in Book 399 beginning at Page 99, which Development Lease Contract was assigned to Calumet Development, LLC, the Declarant hereof, by instrument dated April 29, 1998, and filed for record in the office of said Chancery Clerk in Book 418 beginning at Page 490, and which Development Lease Contract was amended by instrument dated November 1, 1999, and filed for record in the office of said Chancery Clerk in Book 460 beginning at Page 124, reference to all of which is hereby made for all purposes; and

WHEREAS, the Declarant, with the consent and approval of the Board of Education, wishes to create and develop on said parcel of land described in said Exhibit "A" attached hereto an addition to Calumet, a distinctive residential neighborhood developed by the Declarant under the terms and provisions of said Development Lease Contract, said addition to Calumet having areas and/or facilities reserved, dedicated, preserved, maintained and/or improved for the welfare, betterment, use and benefit of the residents of Calumet and the lessees of Lots therein; and

WHEREAS, the Declarant has caused the infrastructure within the parcel of land described in said Exhibit "A" attached hereto to be designed, constructed, and installed 1) in substantial conformance with the standards and requirements of the infrastructure existing within said Calumet and 2) to provide lots and sites for the construction, erection, and improvement of residential dwellings whose requirements, type, architectural styles, quality of construction, character, size and other relevant particulars thereof shall be consistent with that existing within Calumet; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the values and amenities in said Calumet Part One, for the potential designation and preservation, maintenance and/or improvement of common areas and/or neighborhood facilities, for the administration and enforcement of the covenants, conditions and restrictions declared in that certain instrument executed by the Declarant on September 16, 1998, entitled "Declaration of Covenants, Conditions and Restrictions For Calumet," which instrument is referred to hereinafter at times as the "Declaration" and for purposes related thereto; and to this end, the Declarant, as permitted in Article I Section 3 of said Declaration for lands within the Calumet Leasehold and by and through the filing of this Supplementary Declaration of Covenants, Conditions and Restrictions, desires to subject all of said parcel of land described in said Exhibit "A" attached hereto, including any and all improvements existing or to be constructed thereon, to all those certain covenants, conditions, restrictions, uses, limitations, prohibitions, requirements, obligations, easements, servitudes, charges, assessments, and liens heretofore set forth in said Declaration and also to all those certain covenants, conditions, restrictions, uses, limitations, prohibitions, requirements, obligations, easements, servitudes, charges, assessments, and liens hereinafter set forth in

this Supplementary Declaration, each of which separately is and all of which jointly are for the benefit of said Calumet Part One and/or said parcel of land described in said Exhibit "A," are for the benefit of the Declarant, and are for the benefit of the subsequent successors to the Declarant of any and all of said parcel of land described in said Exhibit "A" attached hereto; and

WHEREAS, said Declaration is filed for record in the office of said Chancery Clerk in Book 1125 beginning at Page 138 thereof, and reference to which is hereby made for all purposes.

NOW, THEREFORE, Calumet Development, LLC, a Mississippi limited liability company and the Declarant herein and the Development Lessee from the Board of Education of the parcel of land described in said Exhibit "A" attached hereto, with the consent and approval of the Board of Education, does hereby declare that all of said parcel of land described in said Exhibit "A," and all other property situated or which may hereafter become situated thereon or therein, hereafter is and shall be held, conveyed, hypothecated or encumbered, assigned, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, uses, limitations, prohibitions, requirements, obligations, easements, servitudes, charges, assessments, and liens, heretofore set forth in that certain instrument executed by the Declarant on September 16, 1998, entitled "Declaration of Covenants, Conditions and Restrictions For Calumet," and filed for record in the office of said Chancery Clerk in Book 1125 beginning at Page 138 thereof, all of which are agreed and declared to be in aid of a plan for the development of Calumet and the improvement of said parcel of land and real property, all of which shall be deemed to run with and bind said parcel of land and real property, and all of which shall inure to the benefit of and be enforceable by the Board of Education, by the Declarant or its successors, by the assignees of the Declarant to all or any part of the said parcel of land and real property, or by any person acquiring or owning any interest in said parcel of land and real property or an improvement thereon, including, without limitation, any person who holds such interest solely as security for the performance of an obligation or payment of a debt.

FURTHER THEREFORE, Calumet Development, LLC, a Mississippi limited liability company and the Declarant herein and the Development Lessee from the Board of Education of the parcel of land described in said Exhibit "A" attached hereto, with the consent and approval of the Board of Education, does hereby declare that all of said parcel of land described in said Exhibit "A," and all other property situated or which may hereafter become situated thereon or therein, hereafter is and shall be held, conveyed, hypothecated or encumbered, assigned, leased, rented, used, occupied and improved subject to the additional and/or supplementary covenants, conditions, restrictions, uses, limitations, prohibitions, requirements, obligations, easements, servitudes, charges, assessments, and liens set forth and declared hereinafter as follows in this Supplementary Declaration of Covenants, Conditions and Restrictions, all of which are agreed and declared to be in aid of a plan for the development of Calumet and the improvement of said parcel of land and real property, all of which shall be deemed to run with and bind said parcel of land and real property, and all of which shall inure to the benefit of and be enforceable by the Board of Education, by the Declarant or its successors, by the assignees of the Declarant to all or any part of the said parcel of land and real property, or by any person acquiring or owning any interest in said parcel of land and real property or an improvement thereon, including, without limitation, any person who holds such interest solely as security for the performance of an obligation or payment of a debt.

ARTICLE I

SUPPLEMENTARY COVENANTS CONDITIONS AND RESTRICTIONS AFFECTING
DEFINITIONS AND PROPERTY SUBJECT TO DECLARATION

Section 1. The word "Lot" as used in the Declaration and as used in this Supplementary Declaration shall mean and refer to each of the numerically designated subdivided parcels of property constituting a part of the Property and shall be deemed to include, without limitation, each of the numerically designated lots delineated on the record plat of Calumet Part One, which plat is filed for record in the office of said Chancery Clerk in Plat Cabinet D in Slide 57, reference to which is hereby made for all purposes. Said numerically designated lots are Lots 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 37 and 38. The alphabetically designated subdivided parcels shown on said record plat of Calumet Part One, being specifically parcels A, B-1, B-2, B-3, and C, individually or collectively, shall not constitute a Lot. The Plat of Calumet Part Two was been filed prior to the Plat of Calumet Part One.

Section 2. The word "Member" shall mean and include every person holding any class of membership in Calumet Home Owners Association, Inc. Each and every person who is, or who hereafter

becomes, the owner of a leasehold (a Lessee) of a Lot identified and listed in Section 1 of this Article, together with the lessees and/or owners of all other Lots constituting a part of the Property, shall be a Member of Calumet Home Owners Association, Inc.

Section 3. The word "Property" and the expression "Property Subject to this Declaration" shall mean and refer to all the real property described in Exhibit "A" to the Declaration together with the real property described in Exhibit "A" to this Supplementary Declaration.

Section 4. The expression "Stormwater Detention Lot" shall mean and refer to a Lot on which a part thereof is subject to being intentionally temporarily inundated from time to time with excess stormwater runoff. Any Lot, all or part of which is within the Riparian Preservation Zone, a Restricted Stormwater Detention Zone or a Peripheral Stormwater Detention Zone, as such zones are identified in the Declaration, is a Stormwater Detention Lot. Lots 4 through 11 (inclusive) of Calumet Part One are Stormwater Detention Lots. Stormwater Detention Lots are subject to Stormwater Detention Easements described in Section 1 of Article IX of the Declaration and other provisions thereof and are also subject, for as long as said lease or a renewal or extension thereof is in effect, to certain covenants and restrictions described in the Lease of Easement Rights for Flood Hazard Mitigation.

Section 5. The expression "Airport Accessible Lot" shall mean and refer to lots which border the Madison Airport (Bruce Campbell Field), a general aviation airport under the jurisdiction of the City subject to the rules and regulations of the Federal Aviation Administration. Lots 12, 13 and 14 in Calumet Part One are Airport Accessible Lots.

ARTICLE II

SUPPLEMENTARY COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING
PROHIBITED ACTIONS, ACTIVITIES AND USES

Section 1. Notwithstanding any provisions of the Declaration to the contrary, the Lessee of any Airport Accessible Lot is hereby specifically permitted to improve and use so much of his lot as is necessary or advisable for the operation and housing of a conventional, fixed wing aircraft, and to construct and maintain, subject to the requirements of Article IV of the Declaration, as an appurtenance to his dwelling, an enclosed garage suitable for housing such aircraft. Notwithstanding any provisions of the Declaration to the contrary, access to said airport for such aircraft from an Airport Accessible Lot is hereby specifically permitted, provided such access is via a specific "Aircraft Driveway," the location, improvement, and use of which may be regulated by the City by Ordinance or by agreement between City and the Lessee of such lot. The permission herein granted to Lessees of Airport Accessible Lots shall not permit a Lessee to conduct, or permit to be conducted, on his lot commercial aeronautical activities except as such may be an aid or appurtenance to Lessee's non-aviation related business or professional activities.

Section 2. The permissions granted in Section 1 of this Supplementary Declaration are specifically contingent on 1) said aircraft being owned, leased and/or otherwise exclusively used by the Lessee of such lot; 2) such Lessee or a member of his immediate family or a person in his employ being a pilot in good standing licensed to operate said aircraft; 3) such aircraft being maintained in an operable condition at all times; and 4) such aircraft not being an experimental aircraft. The permissions granted in Section 1 of this Supplementary Declaration may be revocable for cause by the Board of Directors of the Association if 1) the pilot or aircraft violates any terms of any agreement with the City or violates any City, Federal Aviation Administration, or Airport ordinance, regulation, or rule; 2) fueling or repair and maintenance (other than preventative maintenance) of Lessee's aircraft or any other aircraft occurs on the premises; 3) Lessee's aircraft is found in an inoperable or unsafe condition; and/or 4) noise emanating from said aircraft when entering and exiting its garage is determined by City or the Architectural Review Committee to be so loud that it constitutes a nuisance.

Section 3. Interpretation of the words "automobile" and "vehicle" as same are used in the Declaration, specifically in Subparagraph (e) of Section 1 of Article II of the Declaration, shall include aircraft, unless the context clearly indicates otherwise.

Section 4. The designation and/or use of an "Aircraft Driveway" in and/or under the provisions of an agreement with City pertaining to access to the Madison Airport from an Airport Accessible Lot shall not constitute an easement, license or right-of-way requiring joinder therein by the Association under the provisions of Subparagraph (g) of Section 1 of Article II of the Declaration.

Section 5. The designation and/or use of an "Aircraft Driveway" in and/or under the provisions of an agreement with City pertaining to access to the Madison Airport from an Airport Accessible Lot shall not constitute "access to Calumet other than via Calumet Drive" nor shall it be deemed to alter "the appearance or character of the Lot or the Neighborhood" under the provisions of Subparagraph (h) of Section 1 of Article II of the Declaration.

Section 6. The prohibitions respecting the removal of healthy, sound hardwood trees from Lots found in Subparagraph (k) of Section 1 of Article II of the Declaration shall not be applicable to those parts of Lots 1 and 4 and Parcels A and B-3 of Calumet Part One which are included within the Runway Protection Zone appurtenant to the Madison Airport.

Section 7. A part of Lots 4, 5, 6, 7, 8, 9, 10 and 11 and Parcel C are within the parcel of land which is as described in the Lease of Easement Rights for Flood Hazard Mitigation and includes a part of each Lot so identified is included within a Riparian Preservation Zone and a Restricted Stormwater Detention Zone or is the premises for the City's Culley Creek Stormwater Detention Levee. The provisions and restrictions of Subparagraphs (s), (t) and (u) of Section 1 of Article II of the Declaration are applicable to each Lot and Parcel so identified.

ARTICLE III

SUPPLEMENTARY COVENANTS, CONDITIONS AND RESTRICTIONS

AFFECTING REQUIREMENTS FOR DWELLINGS

Section 1. Any Lot having any part thereof lower than Elevation 316 NVGD is subject to flooding. Lots 4, 5, 6, 7, 8, 9, 10 and 11 of Calumet Part One have been determined to have a part thereof lower than Elevation 316 NGVD. For as long as the easements, covenants, conditions and restrictions benefiting City under the terms of the Flood Hazard Mitigation Lease or a renewal or extension thereof is in force and effect, the improvement, use and occupancy of the herein identified Lots are subject to the easements, covenants, conditions and restrictions of said Flood Hazard Mitigation Lease. Owners and prospective owners of any Lot subject to flooding, or of a leasehold or security interest in any such Lot, should contact the City's Building and Permit Department to obtain information about all pertinent City requirements and restrictions pertaining to the improvement, use and occupancy of such Lot.

Section 2. Size Requirements for Dwellings. Any dwelling constructed, erected, placed or maintained on any Lot in Calumet Part One, shall contain at least Three Thousand (3,000) square feet of heated floor space, exclusive of open porches and garages. For two story dwellings, the floor at street grade shall contain at least one-half (1/2) of the minimum square footage herein specified for the dwelling, which square footage shall be exclusive of open porches and garages. If any dwelling having more than one story consists in part of a story situated below the natural grade of the Lot at the dwelling's front exterior wall, the floor space in such story, whether heated or not, shall not be considered in determining whether the dwelling complies with the requirements of this Section.

Section 3. For as long as the easements, covenants, conditions and restrictions benefiting City under the terms of the Flood Hazard Mitigation Lease or a renewal or extension thereof is in force and effect, the western boundary of the Restricted Stormwater Detention Zone shall be the rear setback line for Lots 4, 5, 6, 7, 8, 9, 10 and 11 of Calumet Part One.

Section 4. In addition to the height restriction imposed in Section 4 of Article III of the Declaration, the height of dwellings and their appurtenances and the height of objects of natural growth, particularly those emanating from those lots at naturally higher topographic elevations, may be subject to height restrictions imposed by the requirements of the Federal Aviation Administration and enforced by the City for the maintenance of specific clearances in the navigable airspace on the approach and glide slopes and otherwise adjacent to the Madison Airport.

Section 5. Orientation of Dwellings. Any dwelling on a Lots 1, 37 and 38 shall be so constructed, erected, placed and maintained so that it faces Calumet Court. Any dwelling on any other lot in Calumet Part One shall face Calumet Drive.

Section 6. Any such garage erected and maintained for the housing of an aircraft on an Airport Accessible Lot must be in addition to the requirement for a garage for automobiles set forth in Subparagraph a of Section 9 of Article III of the Declaration.

Section 7. The Lessee of an Airport Accessible Lot having an aircraft driveway must erect and maintain in a good and operable condition such fences, gates and other devices as may be necessary or advisable to prevent from entering onto the Madison Airport from an aircraft driveway on his lot 1) individuals walking, running, jogging, bicycling, skating or operating any kind of vehicle other than the Lessee's aircraft and/or 2) domestic and/or wild animals.

ARTICLE IV

SUPPLEMENTARY COVENANTS CONDITIONS AND RESTRICTIONS
AFFECTING ARCHITECTURAL REVIEW

The Architectural Review Committee shall exercise review and approval authority pertaining to site plan and layout, exterior architecture, landscaping, screening, noise mitigation, and such other features and particulars pertaining to garages for aircraft on Airport Accessible Lots, pertaining to aircraft driveways on such lots, and pertaining to structures and appurtenances which are a part thereof and which are exposed to public view. No approval, disapproval, determination or decision of the Architectural Review Committee shall take precedence over a duly issued approval, disapproval, determination or decision of the City or Federal Aviation Administration. In the absence of review and/or approval by the City or Federal Aviation Administration, the location, improvement, and use of an aircraft driveway on an Airport Accessible Lot may be exercised solely by the Architectural Review Committee.

ARTICLE V

SUPPLEMENTARY COVENANTS CONDITIONS AND RESTRICTIONS
AFFECTING EASEMENTS

Section 1. The Declarant, for itself and its assigns, and for the Association, hereby reserves a non-exclusive easement and right-of-way in, through, over, and across any area designated or shown on the Plat of Calumet Part One as a Riparian Preservation Zone, Restricted Stormwater Detention Zone for the purposes of (i) detaining therein and thereon excess stormwater runoff by permitting the surface thereof to be inundated for a period of time following a rainfall event; (ii) permitting the maintenance, improvement, repair and/or reconstruction of the levee and discharge control structure(s) thereof; and (iii) permitting the excavation and/or removal of sediments, soil materials or other objects therefrom which are diminishing the impoundment or hydraulic capacity thereof.

Section 2. In addition to the easement hereinabove reserved by Declarant, for as long as the easements, covenants, conditions and restrictions benefiting City under the terms of the Flood Hazard Mitigation Lease or a renewal or extension thereof is in force and effect, the improvement, use and occupancy of Lots 4, 5, 6, 7, 8, 9, 10 and 11 of Calumet Part One are subject to the easements, covenants, conditions and restrictions of said Lease of Easement Rights for Flood Hazard Mitigation and Subsections (s), (t) and (u) of Article II of the Declaration.

Section 3. Easements Reserved by Declarant. The Declarant, for itself and its assigns, hereby reserves a non-exclusive easement and right-of-way in, through, over, and across any area designated or shown on the Plat of Calumet Part One as a utility, drainage or sewer easement and any common area and/or Neighborhood facility, street or entrance for any or all of the purposes of installation, construction, maintenance, reconstruction and repair of streets, driveways, parking areas, sidewalks, sanitary sewers and services, water distribution mains and services, irrigation facilities, electrical wires or cables, telecommunication wires or cables, natural gas distribution lines, storm drains, underground conduits, and related appurtenances to any of same, and for all other purposes reasonably related to the completion of construction of the infrastructure for Calumet and/or the provision of utility services, whether public or private, to Calumet and to other real property in the vicinity of Calumet. Each instrument of conveyance made by the Declarant to the Association with respect to any of any common

areas and/or Neighborhood facility shall be conclusively deemed to incorporate these reservations, whether or not specifically set forth in such instrument. At the request in writing of the Declarant, the Association or any Member shall from time to time promptly execute, acknowledge, and deliver to the Declarant such further assurances of these easement rights as may be of use or useful to Declarant.

Section 4. Utility, Drainage and Sewer Easements. As they are shown on the plat of Calumet Part One, all the areas depicted on said plat either as utility easements or as drainage easements, or as both, and any area which may be designated or reserved as a utility easement, a drainage easement, a sewer easement, or any combination thereof, in the Lease or Lease Assignment to the Lessee, shall each and all be subject to non-exclusive easements in favor of, severally, the Association, the Declarant, the Board of Education, the City and each certified utility company which heretofore has installed or caused to be installed, or which may within three (3) years hereafter install or cause to be installed, within said easement any sanitary sewer pipe, water distribution pipe, wire, conduit, cable, manhole, valve, transformer, switch, connector, or any other equipment or facility for the purpose of transmitting or providing sanitary sewer service, water, electricity, telecommunications, natural gas, cable television signals, or any other service normally considered to constitute a "utility" service. Each such easement shall permit the Association, the Declarant, the City and each such utility company to perform from time to time anything and everything reasonably necessary or appropriate to repair, maintain, replace, change the size of, and otherwise maintain in proper and adequate operating condition all such equipment and facilities heretofore or hereafter installed by or for each such utility company. However, the City or utility company shall have no right to place any such pipe, wire, conduit or appurtenance above the ground without the express written permission of the Owner of the leasehold of the Lot abutting the right-of-way or on which such item is to be placed above the ground unless such pipe, wire, conduit or appurtenance is routinely placed above ground when the City or utility company provides underground service or unless such pipe, wire, conduit or appurtenance exists on the Lot above ground prior to the leasehold of the Lot being acquired by the Owner thereof. As used herein, the expression "utility company" shall mean and include Entergy, BellSouth, Time Warner Cablevision, Entex, their successors and assigns, and any other entity which has heretofore installed or maintains the facilities mentioned above. All the areas depicted on any such plat either as utility easements, drainage easements or as sewer easements, or any combination thereof, also shall be subject to nonexclusive easements in favor of the Association and the Declarant, severally, which easements shall permit the Association, the City, and the Declarant, or any of them, to perform from time to time anything and everything reasonably necessary or appropriate to maintain proper drainage within Calumet. The Lessee of any Lot subject to a drainage easement shall not diminish or restrict in any manner the flow of stormwater within the area subject to said drainage easement and shall have an affirmative duty to use, maintain and improve the such area for purposes compatible with proper drainage. The provisions of this Section shall not be interpreted as relieving the Lessee of a Lot from the responsibility of performing all routine cutting, trimming, pruning and upkeep necessary or appropriate to maintain any and all portions of his Lot and the unpaved areas within street rights-of-way abutting his Lot.

ARTICLE VI

ADDITIONAL PROVISIONS

Section 1. Amendment. Subject at all times to all other limitations set forth in this Supplementary Declaration, this Supplementary Declaration may be amended as follows:

(a) At any time when there is one or more Class B Members only by an instrument executed and acknowledged by the Owners who own the leasehold interests in at least sixty-seven per cent (67%) of all Lots in Calumet Part One; by the duly authorized officer of the Declarant; and by a duly authorized officer of the Board of Education.

(b) At any time when there are no Class B Members only by an instrument executed and acknowledged by the Owners who own the leasehold interests in at least sixty-seven per cent (67%) of all Lots in Calumet Part One and by a duly authorized officer of the Board of Education.

(c) Until December 31, 2005, provided that such amending instrument does not adversely modify or amend any material or substantive provision of this Supplementary Declaration, by an instrument executed and acknowledged only by a duly authorized officer of the Declarant and by a duly authorized officer of the Board of Education. If Declarant so chooses to have the Lessee of any Lot execute such amendment, the execution of the amending instrument by such Lessee shall not be

presumptively interpreted as indicating that the amendment adversely modified or amended a material or substantive provision of this Supplementary Declaration. If Declarant so chooses to have the Lessee of any Lot execute such amending instrument, the amendment shall thereafter be binding upon such Lessee to the extent that such amended provisions are can be implemented with respect to such Lessee and all Lots in which the leasehold of such Lot is owned by such Lessee.

Such amending instrument shall be recorded in the office of the Chancery Clerk. Unless a later date shall be specified in any such amending instrument, any amendment hereto shall be effective on the date of recording of the amending instrument.

Section 2. Duration. Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Supplementary Declaration, and except where permanent easements or other permanent rights or interests in land are herein created, the covenants, conditions and restrictions of this Supplementary Declaration shall run with and bind the land now and hereafter within the parcel of land described in Exhibit "A" attached hereto, and shall inure to the benefit of and be enforceable by the Association; by the Declarant; by the Lessee or mortgagee of any Lot within Calumet Part One; by the Board of Education against the Lessee of a Lot, and by the legal representatives, heirs, executors, administrators, successors and assigns of any of them; until December 31, 2023, after which date these covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless terminated at the end of any such period by an instrument executed and acknowledged within sixty (60) days preceding the end of such period by a duly authorized officer of the Board of Education and by the Lessees who own the fee or leaseholds in at least a majority of the Lots within Calumet Part One, which instrument shall be filed for record in the office of the Chancery Clerk.

Section 3. Reservations By Declarant. No provisions of the Declaration, this Supplementary Declaration or the By-Laws of the Association shall limit or interfere with, or be amended to limit or interfere with, the right of the Declarant to locate, develop, improve, sell, lease, convey, occupy, use, improve, repair and/or reconstruct any type of structure or facility on any of the alphabetically designated parcels of land within Calumet Part One. Specifically and without limitation, the Developer shall have the right, but not a duty, to permit or facilitate in any manner the improvement, use and occupancy of Parcels A, B-1, B-2, B-3 and C by the Association for any purpose; 2) to permit or facilitate in any manner the improvement, use and occupancy of Parcel B-2 by the Lessee of Lot 1 of Calumet Professional Park for access to said Lot 1 of Calumet Professional Park; and 3) to permit or facilitate in any manner the improvement, use and occupancy of Parcel C, or any part thereof, by the owner of all or any part of the Sandalwood Excess Property for any purpose. This Section of this Article shall be in force and effect for so long as the Declarant or member thereof owns the leasehold or fee interest in any Lot or alphabetically designated parcel of land within Calumet. Notwithstanding any other provision of this Supplementary Declaration to the contrary, the prior written approval of Declarant and each member thereof will be required before any amendment to this Section of this Article shall be effective for so long as Declarant or member thereof owns the leasehold or fee interest in any Lot or alphabetically designated parcel of land within Calumet.

Section 4. Flood Hazard. Section 5 of Article III of the Declaration sets forth certain minimum elevations for the lowest habitable floor of dwellings to be erected on any Lot. All or parts of Lots 4, 5, 6, 7, 8, 9, 10 and 11 and Parcel C abut Culley Creek or its tributaries. The improvement, use and occupancy of said Lots and said Parcel C are subject to the Lease of Easement Rights for Flood Hazard Mitigation. The City of Madison's flood plain management and development ordinances and building codes may additionally affect or restrict the construction of dwellings and utilization and maintenance of lands along said creek and its tributaries. The boundaries of the regulatory floodway and flood hazard areas of Culley Creek in the vicinity of Calumet are shown on Federal Emergency Management Agency Flood Insurance Rate Map 28089C 0310D dated April 15, 1994. Upon completion of the City's Culley Creek Flood Hazard Mitigation Project, these boundaries are likely to change. Other than providing the map reference hereby given, neither the Declarant nor the Association makes any representation as to the location of any Lot or Parcel C with respect to any regulatory floodway or flood hazard area which now or hereafter may exist or be designated by any governmental agency or entity.

IN WITNESS WHEREOF, on this the 21st day of February, 2000, the said Calumet Development, LLC, a Mississippi limited liability company, acting through its duly authorized Managing Member, has caused this Supplementary Declaration to be executed and does deliver this Supplementary Declaration as the act and deed of said Calumet Development, LLC.

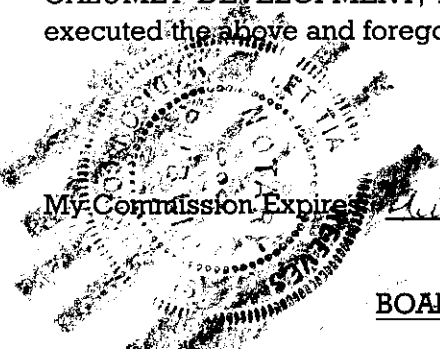
CALUMET DEVELOPMENT, LLC
A Mississippi limited liability company

By: [Signature]
Rayford R. Hudson, III
Managing Member

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said state and county, on this the 21st day of February, 2000, within my jurisdiction, the above and within named RAYFORD R. HUDSON, III, who acknowledged that he is the duly authorized Managing Member of CALUMET DEVELOPMENT, LLC, a Mississippi limited liability company, and as its act and deed he executed the above and foregoing Declaration after first having been duly authorized so to do.

[Signature]
Notary Public



(SEAL)

BOARD OF EDUCATION CONSENT AND APPROVAL

IN WITNESS WHEREOF, on this the 21st day of February, 2000, the said Madison County Board of Education, Trustees of the Madison County School District Sixteenth Section School Lands Trust, acting through its duly authorized officer, has caused this Supplementary Declaration to be executed to indicate its consent thereto and approval thereof. The Board of Education joins in the declaration of these covenants, conditions and restrictions with respect to the Sixteenth Section School Trust Lands described herein.

MADISON COUNTY BOARD OF EDUCATION
Trustees of the Madison County School District Sixteenth Section School
Lands Trust

ATTEST:

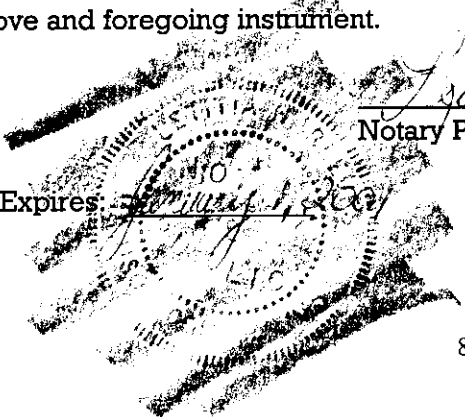
By: [Signature]
Shirley Simmons
Secretary

By: [Signature]
Mary McDonald, President

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said State and County, on this the 21st day of February, 2000, within my jurisdiction, the within named Mary McDonald and Shirley Simmons, duly identified before me, who acknowledged that they are President and Secretary, respectively, of the MADISON COUNTY BOARD OF EDUCATION, Trustees of the Madison County School District Sixteenth Section School Lands Trust, and that for an on behalf of said Board of Education acting in its capacity as Trustees of the Madison County Sixteenth Section School Lands Trust and as its act and deed after having been duly authorized so to do, they signed and delivered the above and foregoing instrument.

[Signature]
Notary Public



My Commission Expires: January 1, 2001

(SEAL)

Address of Declarant:

CALUMET DEVELOPMENT, LLC, A Mississippi limited liability company
1553 East County Line Road, Suite 101; Jackson, Mississippi 39211
Telephone: (601) 956-2664

Prepared by:

Horace B. Lester, Jr.
860 East River Place, Suite 205; Jackson, Mississippi 39202-3442
Telephone: 601-353-3255

Indexing Instructions:

Lots 1, 4 - 14 (inclusive), 37 and 38, and Parcels A, B-1, B-2, B-3 and C of Calumet Part One, the map or plat of which is filed for record in Plat Cabinet D in Slide 57 in the office of the Chancery Clerk of Madison County, Mississippi.

Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4),
Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4),
Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4), and
Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4),
all in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi,

STATE OF MISSISSIPPI, COUNTY OF MADISON



I certify that the within instrument was filed for record in my office this 8 day
of March, 2000, at 4:25 o'clock P M., and was duly recorded
on the MAR 08 2000, Book No. 1223, Page 799.

STEVE DUNCAN, CHANCERY CLERK

BY: [Signature] D.C.