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*Lost Orchard Phase I Lots 1-10 + Common areas;
Lost Orchard Phase II Lots 11-15, 21-38;
Lost Orchard Phase II First Addition 45-47;
Lost Orchard Phase III Lots 39-44, 48-55;
Lost Orchard Phase IV Lots 57-85; and
Lost Orchard Phase V Lots 86-108 + Common areas*

STATE OF MISSISSIPPI
COUNTY OF LAMAR

INDEXING INSTRUCTIONS: All Lots and Common Area in Lost Orchard Subdivision, Phase I, Phase II, Phase III, Phase IV and Phase V.

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION is made this 5th day of June, 2018, by **ACADIA OAKS, LLC**, a Mississippi limited liability company, hereinafter referred to as “Declarant”.

RECITALS:

- A. Declarant is the “Declarant”, under that certain Declaration of Covenants, Conditions and Restrictions dated October 13, 2009, and recorded in Land Deed Book 20-U, at Page 105-123 on file in the Office of the Chancery Clerk of Lamar County, Mississippi (said Declaration together with any amendments or supplements thereto being hereafter collectively referred to as the “Declaration”). The capitalized terms used herein and not defined shall have the meaning given to them in the Declaration.
- B. Article XII, Section 2 of the Declaration provides that Declarant has the option and right to add additional lands to the provisions of the Declaration by recorded Supplemental Declaration (which shall not require the consent of the Owners or Mortgagees) and thereby add to The Property. The Declaration also contemplated in subsection (f) of Article XII, Section 2, that the Declarant may vary the terms of the Declaration by addition, deletion or modification so as to reflect the different character of the added properties identified in a Supplemental Declaration.

C. Declarant filed Lost Orchard Subdivision Phase II Covenants on May 11, 2010, in Land Deed Book 21-C, at Page 605-623, in the Office of the Chancery Clerk of Lamar County, Mississippi with the intention that said filing would be a Supplemental Declaration to subject other land to the provisions of the Declaration and to add the lands described therein to The Property.

D. Declarant filed Lost Orchard Subdivision Phase III Covenants on October 29, 2012, in Land Deed Book 22-Q, at Page 549-566, in the Office of the Chancery Clerk of Lamar County, Mississippi with the intention that said filing would be a Supplemental Declaration to subject other land to the provisions of the Declaration and to add the lands described therein to The Property, with certain modifications and additions that were necessary to reflect the different character of Phase III.

E. Declarant filed a Supplemental Declaration to add Phase IV Covenants on September 9, 2016, in Land Deed Book 25-L, at Page 102, in the Office of the Chancery Clerk of Lamar County, Mississippi with the intention that said filing would be a Supplemental Declaration to subject other land to the provisions of the Declaration and to add the lands described therein to The Property, with certain modifications and additions that were necessary to reflect the different character of Phase IV.

Declarant now desires to make this Supplemental Declaration to so subject other land to the provisions of the Declaration and hereby add certain land to The Property as well as to modify the terms of the Declaration through addition, deletion and/or modification as provided for therein.

NOW THEREFORE, pursuant to Declarant's authority under the Declaration, it is hereby declared:

1. All of the following-described land is hereby added to The Property and subjected to the covenants, restrictions, easements, charges, liens, terms, conditions and other provisions of the Declaration, and all of the provisions of the Declaration are hereby imposed upon the following-described land, and each and every portion of the following-described land is and shall be held, conveyed, hypothecated or encumbered, sold leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges, liens, terms, conditions and other provisions set forth in the Declaration, as the same may be amended from time to time in accordance with the provisions thereof, to the same extent and with like force and effect as if each and all of such covenants, restrictions, easements, charges, liens, terms, conditions and other provisions were set forth herein:

SEE EXHIBIT "A"

2. As part of this Supplemental Declaration the Declarant would make the following additions, deletions and/or modifications to the Declaration:

**A. ARTICLE IV, COVENANTS FOR ASSESSMENTS, SECTION 3.,
MAXIMUM ANNUAL ASSESSMENT, shall be modified as follows:**

To amend subsection (d) to read as:

The Declarant, including its members and the companies and legal entities in which they may hold an interest, shall be exempt from payment of any annual or special assessment.

**B. ARTICLE IV, COVENANTS FOR ASSESSMENTS, SECTION 12.,
EXEMPT PROPERTY, shall be modified to include a subsection (c),
which shall contain the following language:**

(c) All Lots owned by the Declarant, Richard Hiatt Construction, Inc., Flanagan Construction Company, Inc., and Flanagan Builders, LLC.

**C. ARTICLE VIII, ARCHITECTURAL CONTROL, SECTION 1.
ARCHITECTURAL REVIEW, shall be modified to include a
subsection (f), which shall read as follows:**

(f) The ARC review committee shall have the right to give a variance depending on each situation.

**D. ARTICLE VIII, ARCHITECTURAL CONTROL, SECTION 6.,
ENVIRONMENTAL HAZARDS, shall be modified to include a
subsection (d), which shall contain the following language:**

(d) The Declarant will maintain the water retention/detention areas for Phase V a period of one year from the date this Supplemental Declaration is signed by the Declarant. The Declarant will convey these areas to the Association and it shall be the responsibility of the Association to maintain these areas from that date forward.

**E. ARTICLE VIII, ARCHITECTURAL CONTROL, SECTION 12.,
CHIMNEYS, shall be modified to amend the last sentence of said
Section to read as follows:**

Stack vents are to be painted black or the color of the roof and must be located in the rear of the home where possible.

- F. ARTICLE VIII, ARCHITECTURAL CONTROL shall be modified to include a SECTION 13., WINDOWS, which shall include the following language:**
- Vinyl or wood clad windows shall be required on all dwellings located on the property.
- G. ARTICLE X, USE RESTRICTIONS, SECTION 5., TRUCKS, BOATS, MOBILE HOME TRAILERS, OTHER VEHICLES AND TEMPORARY BUILDINGS, shall be modified to amend the last sentence to read as follows:**
- Recreational vehicles, including boats, may be parked on any Lot on which a residence has been constructed provided they are kept inside an enclosed building or inside a fenced area in the back yard.
- H. ARTICLE X, USE RESTRICTIONS, SECTION 7., ANTENNAS, shall be modified to amend the last sentence to read as follows:**
- No satellite dish or other antenna shall be permitted to be placed in the front yard of any Lot, on the front of the residence, or otherwise visible from the street unless approved by the Architectural Review Committee.
- I. ARTICLE X, USE RESTRICTIONS, SECTION 9., PETS, shall be modified as follows:**
- The second sentence shall be amended to read as follows:**
- No Owners shall allow their dogs or other pets to have excretions on any Lot not owned by them or in the Common Area except for areas expressly designated by the Association for such purposes, if any, and Owner's shall be responsible to clean up an such excretions.
- The fourth sentence shall be amended to read as follows:
- ALL PETS, EXCEPT CATS, SHALL BE KEPT ON A LEASH WHEN NOT IN THE RESIDENCE OR FULLY ENCLOSED REAR YARD.**
- J. ARTICLE X, USE RESTRICTIONS, SECTION 13., SUBDIVIDED, shall be modified as follows:**

The following sentence will be added at the end of the section:

When two Lots are combined to build one dwelling, the Owner will only be required to pay Annual Assessments or Special Assessments for one Lot provided placement of the dwelling and associated improvements impacts both Lots and would preclude the Owner from building another dwelling on the second Lot.

K. ARTICLE X, USE RESTRICTIONS, SECTION 17., FENCES, shall be modified and amended in its entirety to read as follows:

All fences must be approved by the Architectural Review Committee, however no chain link, wrought iron, aluminum or other fencing material that is not wooden shall be permitted unless written consent is obtained by the Architectural Review Committee and all fences must be in the rear yard area. No fences shall be allowed in the front yard of any Lot. Connecting onto an existing fence is allowed. It would be unsightly for two fences to run parallel with a small space in between them. These covenants allow for Owners of adjacent Lots to connect onto another existing fence as long as it is within three (3) feet of the boundary line of the adjacent Lot. All fences shall be constructed as "neighbor friendly", which means the smooth side must be facing away from the Lot owned by the Owner constructing the fence. Any variations from the above requirements must be approved in writing by the Architectural Review Committee.

L. ARTICLE X, USE RESTRICTIONS, shall be modified and amended to include a new SECTION 24. STREET LIGHTS, which shall read as follows:

SECTION 24. STREET LIGHTS. The Declarant intends to install street lights in Phase V and intends to pay the monthly fees to the power company for a period of one year beginning on the date that this Supplemental Declaration is signed by the Declarant. The Association shall pay for all costs associated with the maintenance of said street lights and shall pay the monthly fees to the power company after said one year period.

M. ARTICLE XIII, GENERAL PROVISIONS, SECTION 2., AMENDMENTS, shall be modified as follows:

The following sentence will be added at the end of the section:

These covenants and restrictions as they relate to Lost Orchard Phase V shall not be amended or changed in part without the express written consent of the Declarant until all unimproved lots or lots with new or ongoing construction owned by Declarant, Richard Hiatt Construction, Inc., Flanagan Construction Company, Inc., and Flanagan Builders, LLC, have been sold.

3. Except as expressly modified or amended herein, this Supplemental Declaration may be amended in the same manner and to the same extent as provided in the Declaration.
4. The undersigned, Richard Hiatt Construction, LLC, joins in this Supplemental Declaration solely for the purpose of consenting to the Covenants, Conditions and Restrictions of the Declaration as supplemented herein and the filing of this Supplemental Declaration as it relates to the real property described in Exhibit "A" in the land records of the Office of the Chancery Clerk of Lamar County, Mississippi. A conveyance was made contemporaneously herewith conveying certain Lots within Lost Orchard Phase V to Richard Hiatt Construction, Inc.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration on the day and year first above written.

Acadia Oaks, LLC,
a Mississippi Limited Liability Company

By: 
Craig Flanagan, Member

By: 
Richard Hiatt, Member

Richard Hiatt Construction, Inc.
a Mississippi Corporation

By: 
Richard Hiatt, President

STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5 day of June, 2018, within my jurisdiction, the within named **CRAIG FLANAGAN and RICHARD HIATT**, who acknowledged that they are Members of **ACADIA OAKS, LLC**, a Mississippi Limited Liability Company, and that for and on behalf of the said limited liability company, and as its act and deed executed and delivered the above and foregoing instrument, after having been duly authorized by said limited liability company to do so.

GIVEN MY HAND AND OFFICIAL SEAL OF OFFICE, this 5 day of June, 2018.

[Handwritten Signature]
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5 day of June, 2018, within my jurisdiction, the within named, **RICHARD HIATT**, who stated that he is President of **RICHARD HIATT CONSTRUCTION, INC.**, a Mississippi Corporation, who acknowledged that he/she executed and delivered the above and foregoing instrument on behalf of said company after being authorized so to do.

GIVEN MY HAND AND OFFICIAL SEAL OF OFFICE, this 5 day of June, 2018.

[Handwritten Signature]
NOTARY PUBLIC



A parcel of land located in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 3 North, Range 14 West and the Northwest 1/4 of the Northeast 1/4 of Section 5, Township 2 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Commence at a found 1/2" rebar marking the Southwest corner of Lost Orchard Phase IV, as per recorded plat on file in the Lamar County Chancery Clerk's Office, said point being the POINT OF BEGINNING, and run North 62 degrees 10 minutes 00 seconds East along the south line of Lost Orchard Phase IV and along the southerly right of way of Gulf South Pipeline for 1033.27 feet to a found 3/8" rebar located on the west right-of-way of Planted Pine Drive; thence run South 28 degrees 12 minutes 03 seconds East along the westerly right of way of Planted Pine Drive for 227.50 feet to a 1/2" rebar located on the north right-of-way of Lost Orchard Drive; thence run along the north right-of-way of Lost Orchard Drive along a curve to the right to a 1/2" rebar located on the right-of-way terminus of Lost Orchard Drive, said curve having an arc length of 15.71 feet, a radius of 10.00 feet, a chord length of 14.14 feet, and a chord bearing of South 16 degrees 47 minutes 57 seconds West; thence run along the right-of-way terminus of Lost Orchard Drive South 25 degrees 51 minutes 07 seconds East for 60.05 feet to a 1/2" rebar located on the north boundary of Lot 31 of Lot Orchard Phase II, as per recorded plat on file in the Lamar County Chancery Clerk's Office; thence run along the north boundary of said Lot 31 South 61 degrees 47 minutes 57 seconds West for 276.17 feet to a 1/2" rebar located at the northwest corner of said Lot 31; thence run along the west boundary of Lost Orchard Phase II South 00 degrees 04 minutes 00 seconds West for 279.54 feet to a found 1/2" rebar; thence continue along the west boundary of Lost Orchard Phase II South 11 degrees 45 minutes 52 seconds West for 167.53 feet to a found 1/2" rebar located at the northeast corner of Lost Orchard Phase III, as per recorded plat on file in the Lamar County Chancery Clerk's Office; thence run along the north boundary of Lost Orchard Phase III South 86 degrees 29 minutes 38 seconds West for 516.07 feet to a 1/2" rebar located at the northwest corner of Lot 44 of Lot Orchard Phase III; thence run along said Lot 44 South 00 degrees 02 minutes 49 seconds West for 247.18 feet to a found 1/2" rebar located on the right-of-way terminus of Lost Orchard Drive; thence run along the right-of-way terminus of Lost Orchard Drive North 89 degrees 57 minutes 11 seconds West for 60.00 feet to a found 1/2" rebar located on the west right-of-way of Lost Orchard Drive; thence run along the west right-of-way of Lost Orchard Drive South 00 degrees 02 minutes 49 seconds West for 8.20 feet to a found 1/2" rebar; thence continue along the west right-of-way of Lost Orchard Drive along a curve to the right to a 1/2" rebar, said curve having an arc length of 34.65 feet, a radius of 30.00 feet, a chord length of 32.78 feet, and a chord bearing of South 33 degrees 10 minutes 18 seconds West; thence continue along the west right-of-way of Lost Orchard Drive along a curve to the left to a 1/2" rebar located at the northwest corner of Lot 55 of Lost Orchard Phase III, said curve having an arc length of 112.57 feet, a radius of 62.00 feet, a chord length of 97.73 feet, and a chord bearing of South 14 degrees 16 minutes 39 seconds West; thence run along the west boundary of said Lot 55 South 52 degrees 15 minutes 45 seconds West for 265.79 feet to a 1/2" rebar; thence run North 00 degrees 02 minutes 49 seconds East for 585.90 feet to a 1/2" rebar; thence run South 89 degrees 56 minutes 32 seconds East for 59.17 feet to a 1/2" rebar; thence run North 00 degrees 24 minutes 19 seconds East for 345.59 feet back to the POINT of BEGINNING. Said parcel contains 15.08 acres, more or less.

Exhibit A Page 1

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CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI
LAMAR COUNTY

Wayne Smith, Chancery Clerk

LD Book 264 Page 54

Indexed Recorded Abstracted

Gelvin R. Hardwick D.C.