

BOOK 3810 PAGE 872 DOC 98 TY T
INST # 883334 MADISON COUNTY MS.
This instrument was filed for
record 1/24/20 at 2:29:38 PM
RONNY LOTT, C.C. BY: KAA D.C.

Prepared by:

James T. Weaver, P O Box 1666, Ridgeland, MS 39158

After recording, this instrument should be returned to:

James T. Weaver, P O Box 1666, Ridgeland, MS 39158

400
58.00
10

Declarant: GSM, LLC, a Mississippi limited liability company

Address of Declarant: P O Box 1666, Ridgeland, MS 39158. Telephone: (601) 853-3344

Indexing Instructions:

01682

Lots 23 - 49 (inclusive), Coventry Part 2 (Cabinet F Slots 152B & 153A), SE1/4 of Section 23, T8N, R2E, Madison County, Mississippi

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR COVENTRY PART 2

THIS SUPPLEMENTARY DECLARATION is made and executed on this the 24 th day of JANUARY, 2020, by GSM, LLC, a Mississippi limited liability company, sometimes hereinafter referred to as the "Declarant."

WHEREAS, the Declarant is the owner of certain land and real property located in the SE1/4 of Section 23, T8N, R2E, Madison County, Mississippi, and on said land and real property the Declarant has or is constructing and has caused or is causing to be constructed a distinctive residential neighborhood known and sometimes hereinafter referred to as "Coventry Part 2;" and

WHEREAS, the land and real property on which the Declarant has and/or is constructing and/or has caused and/or is causing to be constructed a distinctive residential neighborhood includes the 10.42 acre parcel of land more particularly described in Exhibit "A" attached hereto, which 10.42 acre parcel of land has been duly subdivided and platted

according to the map or plat thereof which has been filed for record in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, in Plat Cabinet F at Slots 152B & 153A, reference to which is hereby made for all purposes, and which 10.42 acre parcel of real property has been designated on said map or plat as "Coventry Part 2;" and

WHEREAS, on July 05, 2018, for the purposes stated therein, GSM, LLC, then owner of said 10.42acre parcel and additional adjacent lands, executed that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions For Coventry" which instrument is referred to hereinafter in places as the "Declaration" and is filed for record in the office of said Chancery Clerk in Book 3620 beginning at Page 376 and Book 3634 beginning at Page 1 thereof, reference to which is hereby made for all purposes; and

WHEREAS, the Declarant has caused the infrastructure within said Coventry Part 2 to be designed, constructed, and installed in substantial conformance with a plan therefore approved by the Board of Supervisors of Madison County, Mississippi, and in substantial conformance with the standards and requirements of the infrastructure within Coventry; and

WHEREAS, the Declarant has caused the infrastructure within said Coventry Part 2 to be designed, constructed, and installed 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 proposed within Coventry; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the values and amenities in said Coventry Part 2, 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 the Declaration, and for related purposes appurtenant thereto, and to this end, the Declarant, as contemplated in Article I of said Declaration, by and through the filing of this "Supplementary Declaration of Covenants, Conditions and Restrictions for Coventry Part 2," desires to subject all of said 10.42 acre parcel of land, 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 10.42 acre parcel of land, are for the benefit of the Declarant and the subsequent successors to the Declarant of any and all of said 10.42acre parcel of land; and

NOW, THEREFORE, GSM, LLC, a Mississippi limited liability company and the Declarant herein and owner of all of the land and real property in said 10.42 acre parcel of land, does hereby declare that all of said 10.42 acre parcel of land described in Exhibit "A" to this Supplementary Declaration, and all other property situated or which may hereafter become situated thereon or therein, is and hereafter 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 July 05, 2018, entitled "Declaration of Covenants, Conditions and Restrictions For Coventry" and filed for record in the office of said Chancery Clerk in Book 3620 beginning at Page 376 and Book 3634 beginning at Page 1 thereof, all of which are agreed and declared to be in aid of a plan for the development of Coventry, including without limitation Coventry Part 2, and the improvement of said parcel of land and real property, all of which shall be deemed to run with and bind said 10.42 acre parcel of land, and all of which shall inure to the benefit of and be enforceable by the Declarant or its successors, by the assignees of the Declarant to all or any part of the said 10.42 acre parcel of land, or by any person acquiring or owning any interest in said 10.42 acre parcel of land 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, said GSM, LLC, does hereby declare that all of said 10.42 acre 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 the plan for the development of Coventry, including without limitation Coventry Part 2, 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 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 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 property described in Exhibit "A" of this Supplementary Declaration for Coventry Part 2 is the second part of the subdivision designated "Coventry,"

Section 2. 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 land 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 Coventry Part 2, which plat is filed for record in the office of said Chancery Clerk in Plat Cabinet F in Slots 152B & 153A, reference to which is hereby made for all purposes. Said numerically designated lots are Lots 23 - 49 (inclusive). The word Lot shall not be deemed to include the

"Common Area" situated within the Property. Said "Common Area" is not intended for improvement with a dwelling and use as a residence.

Section 3. The word "Member" shall mean and include every person holding any class of membership in Coventry Homeowners Association. Each and every person who is, or who hereafter becomes, the owner of a Lot identified and listed in Section 1 of this Article, together with the owners of all other Lots constituting a part of the Property subject to the Declaration, shall each be a Member of the Coventry Homeowners Association.

Section 4. 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 every parcel of land heretofore added or annexed to the Property in accordance with Section 5 of Article I of the Declaration, and hereafter from the date this Supplementary Declaration for Coventry Part 2 is filed for record in the office of said Chancery Clerk, the word "Property" and the expression "Property Subject to this Declaration" shall include the 10.42 acre parcel of land described in Exhibit "A" to this Supplementary Declaration, and the filing of this Supplementary Declaration for Coventry Part 2 shall effect the addition or annexation of said 10.42 acre parcel of land to the Property.

ARTICLE II

SUPPLEMENTARY COVENANTS CONDITIONS AND RESTRICTIONS AFFECTING REQUIREMENTS FOR DWELLINGS

Section 1. The provisions of Section 2 of Article III of the Declaration, "Requirements for Dwellings," notwithstanding, the following provisions shall govern and control the Size Requirements for Dwellings in Coventry Part 2.

Any one-story dwelling constructed, erected, placed or maintained on any Lot shall contain at least two thousand two hundred (2,200) 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.

For a specific Lot on a case by case basis, should the Architectural Review Committee or Board of Directors determine that due to reasons or for purposes which are not inconsistent with the purposes of this Declaration it would be inadvisable or inappropriate to enforce specifically the above stated minimum size requirements, the Committee or Board may approve special deviations to such minimum size requirements in those instances and situations where the Committee or Board believes such deviations would not be detrimental to the preservation of values and amenities in Coventry. The

Committee or Board may reduce, change or modify such minimum size requirements as the Committee or Board deems advisable and appropriate. A decision by the Board shall take precedence over a decision by the Committee on the same question.

Section 2. The provisions of subsection b of Section 3 of Article III of the Declaration, "Requirements for Dwellings," notwithstanding, the following provision shall govern and control the side Yard (Setback) Requirements for Dwellings in Coventry Part 2. Other than the provision of said Section 3 identified by the context, the other provisions of said Section 3 shall remain in force and effect.

Any dwelling on a Lot shall be so constructed, erected, placed and maintained so that no part of the face of the front exterior wall is located closer than thirty (30) feet to the street right-of-way line forming the Lot's front boundary.

Any dwelling on a Lot shall be so constructed, erected, placed and maintained so that no part of the face of each of its exterior side walls is located closer than ten (10) feet to a boundary of the Lot.

Any dwelling on Corner Lots shall be so constructed, erected, placed and maintained so that no part of the face of any of its exterior walls is located closer than twenty (20) feet to a street right-of-way line.

Any dwelling on a Lot shall be so constructed, erected, placed and maintained so that no part of the face of the rear exterior wall is located closer than twenty-five (25) feet to the rear boundary, which rear boundary, except for Corner Lots shall be the boundary opposite the street right-of-way line forming the Lot's front boundary. There is no requirement under this Declaration for a rear yard on Corner Lots, but such may be required by the governing authority having jurisdiction.

The side and rear boundaries for Corner Lots shall be the boundaries of the Lot so designated on the Plat by the setback lines shown thereon for the Lot. With the approval of the Architectural Review Committee or Board of Directors, the side and rear boundaries of any of these Lots may be reversed due to the orientation of the dwelling proposed for construction thereon.

Roof eaves, gutters and downspouts may extend across a setback line without such being considered an encroachment. Fireplaces which offset from, but are an integral part of the exterior wall of a dwelling, with the approval of the Architectural Review Committee or Board of Directors, may extend as much as two and one-half (2.5) feet across the setback lines defined above without such extension being considered a violation of the provisions of this section, but such may be required by the governing authority having jurisdiction.

For a specific Lot on a case by case basis, should the Architectural Review Committee or Board of Directors determine that due to reasons or for purposes which are not inconsistent with the purposes of this Declaration it would be inadvisable or inappropriate to enforce specifically the above stated setback requirements, the Committee or Board may approve special deviations to such required-yard/set-back requirements in those instances and

situations where the Committee or Board believes such deviations would be beneficial to a specific Lot, an adjacent Lot, a dwelling on a Lot, or a dwelling on an adjacent Lot. The Committee or Board may increase such required-yard/setback requirements or reduce such requirements as the Committee or Board deems advisable and appropriate. Such approved deviations shall not constitute approval by the governing authority having jurisdiction of a variance permitting same, but evidence of such approval shall constitute the Association's joinder in a Member's request for such variance.

Section 3. The provisions of Section 6 of Article III of the Declaration, "Requirements for Dwellings," notwithstanding, the following provision shall govern and control the Orientation of Dwellings in Coventry Part 2.

Any dwelling on a Lot shall be so constructed, erected, placed and maintained so that it faces the street on which it abuts. The orientation of a dwelling on each Corner Lot shall be as indicated hereinafter or as indicated by the required yard or setback lines on the Plat or toward the street that the Architectural Review Committee or Board of Directors, in the sole discretion of either, shall so determine. A decision by the Board shall take precedence over a decision by the Committee on the same question.

ARTICLE III

STORMWATER DETENTION

Stormwater Detention Assessments. The Madison County Board of Supervisors is expecting property owners to consecutively establish and maintain five (5) year Detention/Retention Basin Reserve Funds adequate for homeowners associations to draw against when making repairs and performing maintenance on facilities effecting stormwater detention/retention. At the end of each five (5) year cycle, the Board of Supervisors is expecting that the accumulated amount(s) of money shall be that reasonably estimated as being necessary to clean out and restore to its capacity when new each detention or retention facility. The minimum balance in the Detention/Retention Basin Reserve Fund at the end of the five year cycle shall be \$5,000 for each acre in the basin or such higher amount as the Board of Supervisors may from time to time prescribe or the Board of Directors may deem prudent. The Board of Directors is expected to assess, collect, reserve and set aside solely for the purposes of the maintenance, repair, restoration, reconstruction, replacement or improvement of storm water detention and retention facilities for which the Association is responsible a sum that is not less than three (\$1.77) per calendar month per member. The Association, acting by and through its Board of Directors, shall levy assessments annually against Lots within Coventry for defraying the Association's estimated quinquennial expense for maintaining, repairing, restoring, reconstructing, replacing or improving any facility or component thereof constructed for the purpose of detaining, retaining or managing

stormwater runoff before such runoff drains onto real property adjacent to said parcel of land that belongs to a party other than the Declarant or an Associate of the Declarant. The assessment levied by the Board of Directors shall include the amount deemed necessary to fund a reserve account deemed sufficient every five years to fund those activities required to maintain, repair, restore, reconstruct, replace or improve said facilities in order that the stormwater detention/retention capacity of the facilities is substantially the same as it was when the facilities were first constructed or installed.

ARTICLE IV

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 at least one Class B Member owning the majority interest in a Lot within said Coventry Part 2: by recording in the office of the Chancery Clerk an instrument of amendment executed by the Declarant.
- b. At any time when there is no Class B Member owning the majority interest in a Lot within said Coventry Part 2: by recording in the office of the Chancery Clerk an instrument of amendment executed by Lot Owners that collectively own at least sixty-seven per cent (67%) of all Lots subject to this Supplementary Declaration; or
- c. Until December 31, 2030, by an instrument executed and acknowledged only by the Declarant provided that such amending instrument does not adversely modify or amend any material or substantive provision of this Supplementary Declaration. If the Declarant so chooses to have the Owner of any Lot execute such amending instrument, the execution of the amending instrument by that Owner shall not be 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 Owner of any Lot execute such amending instrument, the amendment shall thereafter be binding upon such Owner to the extent that such amended provisions are or can be implemented with respect to such Owner and all Lots within said Coventry Part 2 owned by such Owner. Any amendment(s) made by the Declarant for the purpose of facilitating the approval of the Declaration or this Supplementary Declaration by, and/or to cause the provisions of this Supplementary Declaration or the Declaration to comply with the Seller's Guidelines established by the Federal National Mortgage Association shall not be deemed to adversely modify or amend a material or substantive provision of this Supplementary Declaration or the Declaration, however, such amendment shall not be applicable to the mortgage secured by a Lot if the mortgage holder deems the amendment detrimental to his mortgage.

The above to the contrary notwithstanding, should an amendment to any provision of this Supplementary Declaration materially or substantively affect any requirement imposed on the Declarant by the County as a prerequisite for County approval of the development, construction, improvement, use and occupancy of Coventry Part 2 or any part thereof or any Lot therein, such amending instrument shall first be approved by the Madison County Board of Supervisors prior to it being effective, which approval must either be filed in the office of the Chancery Clerk or spread among the minutes of said Board of Supervisors.

An amending instrument shall be recorded in the office of the Chancery Clerk prior to it being effective. 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.

IN WITNESS WHEREOF, on this the 24 th day of JANUARY, 2020, GSM, LLC, a Mississippi limited liability company, acting through its duly authorized officer, has caused this Supplementary Declaration to be executed and does deliver this Supplementary Declaration as the act and deed of said GSM, LLC.

GSM, LLC

A Mississippi limited liability company

By Its Managing Member:

GSM, LLC, a Mississippi limited liability company

By: [Signature]
James T. Weaver, Managing Member

ACKNOWLEDGEMENT

State of Mississippi
County of Madison

Personally appeared before me, the undersigned authority in and for said state and county, on this the 24TH of JANUARY, 2020, within my jurisdiction, the above and within named James T. Weaver, who acknowledged that he is Managing Member of GSM, LLC, a Mississippi member-managed limited liability company and Managing Member of the within named GSM, LLC, a Mississippi member-managed limited liability company, and that for and on behalf of said GSM, LLC, acting in its capacity as Managing Member of said GSM, LLC, and as the act and deed of said GSM, LLC, while acting as Managing Member of said GSM, LLC, he executed the above and foregoing instrument after first having been duly authorized by said GSM, LLC, and said GSM, LLC, so to do.

[Signature]
Notary Public

My Commission Expires: 2/22/2022



EXHIBIT "A"

**Legal Description
For
Coventry, Phase 2**

This description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83/CORS 96 (EPOCH 2002.000), grid values, using a Convergence Angle of 00 degrees 09 minutes 01.27259 seconds, and a Scale Factor 0.999958507 developed using INET.

A tract or parcel of land containing **10.42 acres**, more or less, lying and being situated in the Southeast 1/4 of Section 23, Township 8 North, Range 2 East, Madison County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at a found 2 inch flat iron marking the Northwest corner of the Price Property, said corner being 293.92 feet East and 2,968.80 feet North of the Southwest corner of Section 24, Township 8 North, Range 2 East as depicted on the plat by Roger T. Ellison (dated 08/17/12-Job # AS-033-76-12) attached to the deed recorded in Deed Book 2869, Pages 177-181, said flat iron being the point of determination of the above cited convergence angle and scale factor, and being defined as N 1100485.45, E 2382773.19 on the above referenced coordinate system; run thence

SOUTH for a distance of 2,953.49 feet; thence

WEST for a distance of 914.15 feet to a found 1/2 inch iron pin in an existing fence line marking the East line of said GSM, LLC property as recorded in Deed Book 3611, Pages 900-904 in the Office of the Chancery Clerk of Madison County and the West line of the Yeh property as recorded in Deed Book 2322, Pages 548-551 in the Office of the Chancery Clerk of Madison County and the North right of way of Yandell Road and has the following coordinates: N 1097531.96, E 2381859.04; thence

North 00 degrees 13 minutes 20 seconds West along the existing fence line marking said East line of said GSM, LLC property and said West line of said Yeh property for a distance of 1,400.70 feet to a found 1/2 inch iron pin marking the Northeast corner of said GSM, LLC property and the Northwest corner of said Yeh property; thence

North 75 degrees 47 minutes 51 seconds West along the North line of said GSM, LLC property and the meandering center of a ditch for a distance of 119.04 feet to a set 1/2 inch iron pin; thence

North 64 degrees 07 minutes 18 seconds West along said North line of said GSM, LLC property and said meandering center of a ditch for a distance of 123.45 feet to a found 1/2 inch iron pin marking the Northwest corner of said GSM, LLC property, the Northeast corner of the Pope property as recorded in Deed Book 329, Pages 513-514 in the Office of the Chancery Clerk of Madison County and the **Point of Beginning** of the herein described property; thence

Continue along said meandering center of a ditch and the North line of said Pope property as follows:

North 78 degrees 26 minutes 54 seconds West for a distance of 79.82 feet to a set 1/2 inch iron pin; thence

North 79 degrees 48 minutes 19 seconds West for a distance of 175.64 feet to a set 1/2 inch iron pin; thence

North 74 degrees 00 minutes 33 seconds West for a distance of 144.20 feet to a set 1/2 inch iron pin; thence

North 70 degrees 27 minutes 32 seconds West for a distance of 119.03 feet to a set 1/2 inch iron pin; thence

North 75 degrees 10 minutes 18 seconds West for a distance of 41.86 feet to a set 1/2 inch iron pin marking the East right of way of Smith Carr Road and the Northwest corner of said Pope property; thence

South 00 degrees 15 minutes 35 seconds East along said East right of way of Smith Carr Road and the West line of said Pope property for a distance of 973.50 feet to a found 1/2 inch iron pin marking the Northwest corner of the New Mount Zion Missionary Baptist Church property as recorded in Deed Book 1717, Pages 539-542 in the Office of the Clerk of Madison County and the Southwest corner of said Pope property; thence

South 89 degrees 27 minutes 46 seconds East along the North line of said New Mount Zion Missionary Baptist Church property and the North line of the Adams property as recorded in Deed Book 2029, Pages 733-737 in the Office of the Chancery Clerk of Madison County and the South line of said Pope property for a distance of 412.93 feet to a found 1/2 inch iron pin marking the Northeast corner of said Adams property and the West line of said GSM, LLC property; thence

South 89 degrees 23 minutes 15 seconds East along said West line of the GSM, LLC property and said South line of the Pope property for a distance of 50.61 feet to a found 1/2 inch iron pin marking the Southeast corner of said Pope property; thence

North 5 degrees 03 minutes 31 seconds East along said West line of the GSM, LLC property and the East line of said Pope property for a distance of 843.87 feet to the **Point of Beginning**.

Prepared by:

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