08/29/06 11:06:59
BK 537 PG 736
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by and return to:
J. Keith Treadway
TREADWAY LAW FIRM
P.O. Box 613
Olive Branch, MS 38654
(662)895-6782

AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO THE LAKES OF NICHOLAS SUBDIVISION

SECTION 17, TOWNSHIP 2 SOUTH, RANGE 7 WEST

THESE AMENDMENTS TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKES OF NICHOLAS SUBDIVISION made this 22nd day of August, 2006, by LAKES OF NICHOLAS Subdivision Homeowners Association (hereafter "Declarant").

W I T N E S S E T H:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for LAKES OF NICHOLAS Subdivision, Section "A," as recorded in plat book 81, page 39, was filed of record on February 12, 2003, in Book 437 Page 728, in the Chancery Clerk's Office of Desoto County, Mississippi, and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for LAKES OF NICHOLAS Subdivision, Section "B," as recorded in plat book 83, page 16, was filed of record on August 21, 2003, in Book 451 Page 129, in the Chancery Clerk's Office of Desoto County, Mississippi, and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for LAKES OF NICHOLAS Subdivision, Section "C," as recorded in plat book 85, page 31, was filed of record on January 20, 2004, in Book 463 Page 213, in the Chancery Clerk's Office of Desoto County, Mississippi, and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for LAKES OF NICHOLAS Subdivision, Section "C," as recorded in plat book 85, page 31, was filed of record on August 12, 2004, in Book 479 Page 455, in the Chancery Clerk's Office of Desoto County, Mississippi, and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for LAKES OF

NICHOLAS Subdivision, Section "D," as recorded in plat book 88, page 40 , was filed of record on August 11, 2004, in Book 479 Page 397, in the Chancery Clerk's Office of Desoto County, Mississippi, and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for LAKES OF NICHOLAS Subdivision, Section "D," as recorded in plat book 88, page 40, was filed of record on October 19, 2004, Book 484 Page 488, in the Chancery Clerk's Office of Desoto County, Mississippi, and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for LAKES OF NICHOLAS Subdivision, Section "E," as recorded in plat book 92, pages 23-24, was filed of record on May 23, 2005, in Book 500 Page 159, in the Chancery Clerk's Office of Desoto County, Mississippi, and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for LAKES OF NICHOLAS Subdivision, Section "F," (The Enclaves) as recorded in plat book 92, pages 22, was filed of record on May 23, 2005, in Book 500 Page 150, in the Chancery Clerk's Office of Desoto County, Mississippi, and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for LAKES OF NICHOLAS Subdivision, Section "G," as recorded in plat book 92, pages 21, was filed of record on May 23, 2005, in Book 500 Page 141, in the Chancery Clerk's Office of Desoto County, Mississippi, and

WHEREAS, Declarant reserved the right in the Declaration to amend the Declaration upon a vote of the majority of the property owners association; and

WHEREAS, a majority of the property owners association have voted to amend the covenants, conditions and restrictions for LAKES OF NICHOLAS Subdivision and have approved the following amendment:

WHEREAS, Declarant desires to amend the Declaration as set forth below.

NOW, THEREFORE, the Declarations are hereby amended as follows:

Article VII,

2. An unattached accessory building, not for living purposes, may be erected in the rear yard as long as it meets the county building codes. Such an accessory building shall be located or erected to the rear of the main residence. Accessory buildings larger than 10' X 12' shall be constructed in the same manner as the home including but not limited to: type of foundation, shingles, brick, and paint. The construction of any such accessory building shall be required to be completed within twelve (12) months from the date that the construction begins. Colors of all accessory buildings, regardless of size, shall match the colors of the home. In no case will metal building or metal roofs be allowed. No outbuildings larger than 24' X 30' will be allowed.

9. All passenger vehicles in use shall be parked either on the driveway or in the garage. No motor vehicles or any other vehicles, including, but not limited to: a boat, motor, boat trailer, lawn mower, tractor or other similar vehicles may be stored on any lot for the purpose of repair of same, and no A-frame or motor mount may be placed on any lot. No disabled automobiles or other vehicles may be stored on any lot or in the street. No repair of automobiles or any other vehicles or property, including those enumerated in any of the restrictions, shall take place on any lot where such repairs constitute or are done for a commercial purpose.

13. Is hereby deleted in its entirety to agree with Article IX, Section 4, Number 3.

17. The property herein is subject to an assessment by THE LAKES OF NICHOLAS Subdivision Homeowner's Association of $160.00, on an annual basis, as allowed by ARTICLE V, Section 3. Said assessments shall be due and payable as the board of directors determines, and if not paid shall bear interest at the prevailing rate until paid. A lien on the property and other available legal action may be placed by THE LAKES OF NICHOLAS Subdivision Homeowner's Association for such unpaid assessments and by proper action at law, or proceedings in chancery, for enforcement of such lien. Lots owned by Kruenen Development Company, Inc., shall not be assessed the annual assessment.

22. No window air conditioning units are to be utilized within each residence or accessory building, unless said unit is located or positioned in a manner that is not visible from the street.

23. Garbage carts shall be placed immediately adjacent to the curb; if there is no curb, the cart shall be placed adjacent to a paved roadway, but not placed in the street. It shall be unlawful for any person in possession, charge or control of any premises to allow the cart assigned to or sued by that premises to remain in public view at any time other than between the p.m. Hours from the evening of the day before their regularly scheduled collection day until 6:30 p.m. on the scheduled collection day.

Article VIII,

Section 2. Signs. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or customary signs used by a builder or developer to advertise the property during the construction and sale.

Section 9. Renting and Leasing of Homes. The renting or leasing of homes within

the LAKES OF NICHOLAS is expressly prohibited. A homeowner can however, with the written approval of the Board of Directors, enter into a Lease with Option to Buy provided that the lease does not exceed twelve (12) months in duration. At the expiration of the twelve (12) month period, the Lessor/Lessee may apply in writing to the Board of Directors for a hardship extension which would allow the Board of Directors to approve an extended lease term not to exceed six (6) months. Owners who desire to enter into this business arrangement must notify the Board of Directors in writing with a copy of the proposed Lease with Option to Buy. Such notification must take place thirty (30) days prior to the execution of the lease. When a lease is executed, a full copy of the Lakes of Nicholas Restrictive Covenants and Restrictions shall accompany the lease. Lessees are bound by, and are to uphold the rules and restrictions of Lakes of Nicholas upon the execution of said lease.

Section 10. Single Family Occupancy. No residence shall be occupied by more than a single family. For purposes of this covenant, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than two (2) persons who are not so related as a single household unit, or no more than two (2) persons who are not so related living together as a single household unit, provided , however, that nothing herein shall be interpreted to restrict the ability of one or more adults meeting the definition of a single-family from residing with any number of persons under the age of eighteen (18) over whom such persons have legal authority.

Article IX,

Section 4. Rules and Regulations for Common Area Use.

5. No fires of any kind, for any purpose are permitted.

Article X,

Section 2. Lots and Lawns. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In order to implement the effective control of this provision, there is reserved to the association for itself and its agents, the right , after thirty (30) days notice to and lot owner, to enter upon any residential lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Association detracts from the overall beauty or safety of the subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, and shall not constitute a trespass. The association may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such lot, including the costs of any legal proceedings to effect payment and collection of said charge, and same shall be enforceable by appropriate proceedings at law or equity; provided, however, that such lien shall be subordinate to the lien of any first mortgage or Deed of Trust encumbering such lot. The provisions of this Section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any lot, nor to provide garbage or trash removal services. Additionally, the owners of lots and/or property which abut any of the lakes which are located within the subdivision shall be responsible for mowing and other necessary maintenance along the water line of the lake where said water line abuts the lot of the owner, to the same extent and for all purposes as if said water line were the property of the owner and the failure to maintain said area in a manner as described above, may subject the owner to remedial action and the reimbursement of costs and fees as set forth hereinabove as in the case of any other

failure to maintain the Owner's property.

1. Except as amended herein the Declaration shall remain in full force and effect.

2. Invalidation of this amendment by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force.

3. **The Chancery Court Clerk is hereby authorized, empowered and requested to make the appropriate marginal notation of this Amendment on the face of the recorded plat for LAKES OF NICHOLAS Subdivision and on any plats recorded subsequent hereto.**

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be signed by the Board of Directors of the LAKES OF NICHOLAS Homeowners Association the day and year first above written.

President, Board of Directors, LAKES OF NICHOLAS Homeowners Association

By: Terry K Burns
President

STATE OF ~~MISSISSIPPI~~ Tennessee
COUNTY OF ~~DESOTO~~ Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the 17th day of August, 2006 within my jurisdiction, the within named Gerry L Gwinn, who acknowledged that he is President of the LAKES OF NICHOLAS Homeowners Association, and that for and on behalf of said association, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said association so to do.

SWORN AND SUBSCRIBED before me, this the 17th day of August, 2006.

Carolyn B Flack
NOTARY PUBLIC

SHELBY COUNTY TENNESSEE NOTARY PUBLIC STATE OF CAROLYN B. FLACK

My Commission Expires:
My Commission Expires
June 12, 2007

8/25/06 11:05:29
BK 537 PG 775
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

This Instrument Prepared By And Please Return To:
J. Keith Treadway
TREADWAY LAW FIRM
P.O. Box 613
Olive Branch, MS 38654
662-895-8170

CORRECTION TO THE COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO THE LAKES OF NICHOLAS SUBDIVISION

SECTION 17, TOWNSHIP 2 SOUTH, RANGE 7 WEST

THIS CORRECTION TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKES OF NICHOLAS SUBDIVISION, is made and entered into as of the 17th day of August, 2006, by LAKES OF NICHOLAS Subdivision Homeowners Association (hereinafter Declarant).

W I T N E S S E T H:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for LAKES OF NICHOLAS Subdivision, Section "A," as recorded in plat book 81, page 39, was filed of record on February 12, 2003, in Book 437 Page 728, in the Chancery Clerk's Office of Desoto County, Mississippi, and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for LAKES OF NICHOLAS Subdivision, Section "B," as recorded in plat book 83, page 16, was filed of record on August 21, 2003, in Book 451 Page 129, in the Chancery Clerk's Office of Desoto County, Mississippi, and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for LAKES OF NICHOLAS Subdivision, Section "C," as recorded in plat book 85, page 31, was filed of record on January 20, 2004, in Book 463 Page 213, in the Chancery Clerk's Office of Desoto County, Mississippi, and

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WHEREAS, the Declaration of Covenants, Conditions and Restrictions for LAKES OF NICHOLAS Subdivision, Section "D," as recorded in plat book 88, page 40 , was filed of record on August 11, 2004, in Book 479 Page 397, in the Chancery Clerk's Office of Desoto County, Mississippi, and

WHEREAS, Declarant desires to correct errors in the legal descriptions of the above listed Declarations as set forth below.

NOW, THEREFORE, the Declarations are hereby corrected as follows:

The legal descriptions contained in the above listed covenants incorrectly stated that the subdivision is located in Sections 10 and/or Section 16. The correct section for said subdivision is Section 17.

IN WITNESS WHEREOF, the undersigned has caused this Correction to be signed by the Board of Directors of the LAKES OF NICHOLAS Homeowners Association the day and year first above written.

President, Board of Directors, LAKES OF NICHOLAS Homeowners Association

By: _____
President

STATE OF ~~MISSISSIPPI~~ Tennessee
COUNTY OF ~~DESOTO~~ Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the 17th day of August, 2006 within my jurisdiction, the within named Terry Gwinn, who acknowledged that he is President of the LAKES OF NICHOLAS Homeowners Association, and that for and on behalf of said association, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said association so to do.

SWORN AND SUBSCRIBED before me, this the 17th day of August, 2006.

CAROLYN B. [illegible]
NOTARY PUBLIC
STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY

My Commission Expires:
June 12, 2007