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DESOTO COUNTY, MS
Misty Heffner
CHANCERY CLERK

This instrument Prepared By and Return to:

M. Sean Collins

Attorney-at-Law

Bar Number 103811

Realty Title & Escrow Company, Inc.

6397 Goodman Road Ste 112

Olive Branch, MS 38654

(662-893-8077)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SHELBURNE ESTATES, SECTION "F"
SECTION 21, TOWNSHIP 1 SOUTH, RANGE 7 WEST
CITY OF SOUTHAVEN, COUNTY OF DESOTO, STATE OF MISSISSIPPI

SUBDIVISION LOCATED IN SECTION 21, TOWNSHIP 1 SOUTH, RANGE 7 WEST AND MORE PARTICULARLY SHOWN IN BOOK 127, PAGE 40.

NOW, THEREFORE, DECLARANT hereby declares that the Residential Property is held, and shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied and improved subject to the following limitations, restrictions, covenants and conditions, all of which are established and agreed upon for the purpose of enhancing and perfection the value and attractiveness of the Residential Property, and every part thereof. All of the remedies, covenants, conditions and restrictions shall run with the land, and shall be binding upon all parties having or acquiring an right, title or interest in the Residential Property, or any part thereof, and shall be for the benefit of each OWNER of any portion of the Residential Property, or any interest therein, and shall inure to the benefit of and be binding upon the successor in interest of any OWNER thereof.

- 1. All lots in the Residential Property shall be known as single-family residential lots and no structure shall be erected on any one lot other than one single-family residence and garage or carport and not more than one detached storage building or garage. No recreational vehicle, boat, camping trailer nor tractor trailer vehicle shall be parked or stored on any lot unless it is behind solid wood fence, brick or stucco wall. Double garages will be required on all lots.**
- 2. No obnoxious or offensive trade or activity shall be carried upon any lot. Nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.**
- 3. Vegetable gardening shall be allowed only to the rear of the home. No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot except for dogs, cats and other household pets; provided they are not bred for commercial purposes. No commercial breeding is allowed.**
- 4. No building shall be more than two (2) stories in height, but the floor space on the second story may be included in computing the minimum square feet heated living area which is allowable.**

- 5. No structure of a temporary character such as trailer, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Construction of new buildings only shall be permitted; it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit. A construction trailer is allowed during construction of residential building only.**
- 6. No motor vehicle or any other, vehicle, including boat, motor, boat trailer, lawn mower, tractor or similar vehicle may be stored on any lot for the purposes of repair of same and no a -frame or motor mount may be placed on any lot. No disabled auto or any type vehicle may be store on any lot. No repair of automobiles or any other vehicles or property, including those enumerated in any lot where such repairs constitute or are done for a commercial purpose.**
- 7. No wire or chain link fences will be allowed on any lot. Fence material will consist of wood, brick or stucco and shall not exceed 6 feet in height. No fence shall be closer than 35 feet from a public right-of-way except for landscape screen fences and subdivision entrance fencing constructed by the Developer.**
- 8. All exterior walls of homes shall be finished with at least 68% brick or stucco on the ground floor as approved by the Developer.**
- 9. No building shall be erected on any lot in the Residential Property until the building plans, specifications and plot plan showing the location of such building, have been approved as to conformity and harmony with existing structures in the Residential Property and as to location or the building with respect to topography and finished ground elevations by the Developer, or by a duly appointed representative of said Developer. In the event that the Developer, or its representatives fail to approve or disapprove such design and location within a period of thirty (30) days after said plan and specifications have been submitted to it, or if no litigation to enjoin to erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed fully complied with, neither the Developer nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.**

- 10. No improvement or alteration, of any kind, other than internal alteration not affecting the external appearance of a building or structure, shall be commenced, erected, placed, or maintained upon any portion of any lot unless approved in writing by the Builder and Developer, in their sole discretion, as to harmony of external design and location in relation to surrounding structures and topography and as to aesthetic quality. The plans and specifications shall include elevation, style, size, height, roof and color scheme which shall include but not limited to the trim, gutters, windows, shutters, decks, porches and all other exposed surfaces. The Builder and Developer, in their sole discretion, may disapprove a color scheme on the grounds that it is not in conformance with the aesthetic character of the development. Any approval requested of the Builder and Developer shall be in writing with a return mailing address and shall be submitted to the Builder and Developer at the principal office of the Builder.**
- 11. Construction of any dwelling shall be completed within twelve (12) months from commencement of construction.**
- 12. The Developer reserves to itself the right to impose additional and separated restrictions on any lot hereafter sold in the Residential Property which said restrictions need not be uniform and may differ as to different lots.**
- 13. If the parties hereto or any of them or their heirs, successors, or assigns shall violate any of the covenants or restrictions herein before they expire, it shall be lawful for any other person or persons owning lots in the Residential Property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from doing so or to recover damages for such violations.**
- 14. Invalidation of any one of the covenants by judgement or court order in no wise affects any of the other provisions, which shall remain in full force and effect.**
- 15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. After that time, said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a**

majority of owners of lots in the Residential Property has been recorded agreeing to change said covenants in whole or in part.

B & Y Management, LLC, Developer

By: Bob Cannon

Bob Cannon, Managing Member

STATE OF MS

COUNTY OF DeSoto

Personally appeared within my jurisdiction before me, the undersigned authority in and for the said County and State, on this the 18 day of September, 2020, the within named Bob Cannon, as managing member of B & Y Management, LLC and executed as said member on behalf of B & Y Management, LLC and executed the foregoing document.

[Signature]

Notary Public

My Commission Expires:

