

AMENDMENT AND REVISION TO RESTRICTIVE COVENANTS

OF

APPLE CREEK SUBDIVISION

WHEREAS, a plat of record on Apple Creek Subdivision, Section A, 1st Revision, is recorded in Plat Book 27, Page 3, in the Office of the Chancery Clerk of DeSoto County, Mississippi;

WHEREAS, a plat of record of record on Apple Creek Subdivision, Section B, is recorded in Plat Book 27, Page 23, in the Office of the Chancery Clerk of DeSoto County, Mississippi;

WHEREAS, the owners of the lots of said Sections A & B, Apple Creek Subdivision, are desirous of amending and revising said Restrictive covenants of said subdivision;

WHEREAS, at a meeting on June 25, 1990, of the lot owners of said subdivision, a vote was taken and the revision and amendment to said Restrictive Covenants were approved by a majority of said lot owners (See minutes of the Association meeting attached hereto and incorporated herein by reference);

NOW, THEREFORE, IN CONSIDERATION OF THE AFORESAID, the lot owners of Sections A & B, Apple Creek Subdivision, DeSoto County, Mississippi, as per plats of recorded in Plat Book 27, Page 3 and Plat Book 27, Page 23, hereby amend and revise said Restrictive Covenants of said subdivision as follows:

Original

AMENDED RESTRICTIVE COVENANTS FOR APPLE CREEK SUBDIVISION
JUNE 25, 1990

1. No lot shall be used except for residential purposes, no building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and a private garage for not more than three cars, and separate detached, hereinafter referred to as detached buildings, incidental to such use. Two or more lots may be combined for use as one lot, and in such case the interior lot line may be disregarded in so far as side yard requirements are concerned. In the event two or more lots are combined to be used as a single lot under one ownership, no part of the combined lots may be sold or conveyed without approval as may then be required by the appropriate governing authority.
2. All dwellings and other structures constructed on the lots must be in compliance with the requirements of the DeSoto County Planning Commission and its successors. Additionally, the requirements of The Apple Creek Homeowner's Association must be met. Detailed building plans must be submitted to the Apple Creek Homeowner's Association in duplicate. If approved, the approval shall be noted on the face of one set of plans and the other held on file by the association. The finished building must be that shown on the original plans and any changes must be approved in writing.
3. The Apple Creek Homeowner's Association shall have authority in approving or rejecting building plans. The Association's authority shall include but not be limited to architectural design, compatibility with surrounding houses, location on the lot and proposed construction material. All houses must have a minimum of 1800 square feet of heated space excluding garages, porches, etc. Two story houses must have a minimum of 1000 square feet on the ground floor excluding garages, porches, etc. All houses must have a minimum of three sides covered in brick, stone, or other material approved by the association. All construction shall be of new material. Disputes over Covenant #3 may be submitted to a board of arbitration consisting of the home builder, the ACHOA and Hugh Dancy, Developer, each having one vote. This in no way prevents any party from seeking relief in the courts.
4. All houses must have an attached garage that opens to the end or back of the house unless an exception is approved by the ACHOA because of lot terrain.
5. No detached buildings will be constructed without approval of the DeSoto County Planning Commission and appropriate permits must be obtained prior to construction. These buildings must also meet the approval of the ACHOA who in addition to DeSoto County has authority on design, construction material and site location.
6. Construction must be completed and drives paved within 12 months of the date the building permit is issued or delivery of construction material to site, whichever occurs first. The front yard landscaping must also be completed in this 12 month period.
7. No lot shall be used or maintained as a dumping ground for rubbish. Trash garbage or other waste garbage shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Also, lots must be kept mowed and not allowed to grow up with grass and weeds. The association, at its discretion, may hire the work done and bill the lot owner. If the lot owner does not pay the association within 30 days, the association shall have the right to file a lien against the property to recover the expense of bringing the lot owner to compliance.

8. No structure of a temporary character, basement, tent, shack, garage, barn, mobile home, or other detached building shall be used on any lot at any time as a residence, either temporarily or permanently.
9. Fences in the front yard of any lot can be no more than 3 feet high and must be constructed of wood, stone, brick, or wrought iron. Corner lots shall have one front yard. There shall be no wire fences in high visibility areas as determined and controlled by the ACHA.
10. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear, front, and along both sides of each lot.
11. No obnoxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighbors. No business or trade of a commercial nature shall be carried on upon any lot. All lots and houses are for residential use only.
12. No cow, hog, goat, or similar animal other than domestic pets shall be kept or harbored on any lot. However, horses may be kept.
13. No vehicle of any kind shall be kept in the subdivision unless it displays a current license plate and a current inspection sticker except for tractors used for property maintenance only. No commercial vehicle of any kind over 1 ton may be parked in Apple Creek Subdivision. All motorized vehicles must be parked on paved surfaces only.
14. No driveways will be permitted for lots 37 and 38 along Church Road.
15. Each owner, corporate or otherwise, of a lot in Apple Creek Subdivision shall be a member of the Apple Creek Homeowner's Association, a non-profit corporation to be created for the purpose of owning and maintaining the lake dam site and other common areas, which membership is subject to the by-laws and other rules and regulations thereof. Such lot owner shall have the use of Apple Creek Lake only so long as he is a member of said association. All members and guests shall be governed by the rules and regulations written and distributed to the members on 7/29/89 and any future amendments.
16. The property herein conveyed is subject to an assessment by Apple Creek Homeowner's Association of \$50.00 on an annual basis, until changed by a majority of the total votes eligible to be cast by the members of the association. Said assessments shall be due and payable as the Board of Directors determine, and if not paid shall bear interest at the prevailing rate until paid. Such assessments shall be a lien on the property so assessed and collectable by proper action at law, or proceedings in Chancery, for enforcement of such lien.
17. The lien of the assessment provided for herein shall be subordinate to the lien of any first and/or second mortgage recorded prior to said assessment. The lien of the assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Mississippi. Sale or transfer shall not relieve such site from liability for any assessments thereafter becoming due or from the lien thereof.

- 144
18. The original owners of lots 4, 13, 28, and 46 have the option to become members of the Apple Creek Homeowner's Association but shall not be required to join. Lots owned by Hugh Dancy Co., Inc., shall not be assessed the annual assessment.
 19. No pier shall extend more than fifteen feet out into the lake from the shoreline.
 20. No houseboats or boathouses shall be allowed on the lake. Only electric motors will be allowed on Apple Creek Lake.
 21. Trot line fishing and jugging will not be allowed in Apple Creek Lake nor will any other type of fishing other than the generally accepted forms of sport fishing be allowed except by special permission of the Apple Creek Homeowner's Association.
 22. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 5 years, from the date these covenants are recorded. After which time said covenants shall continue in force and effect until an instrument signed by 2/3 majority of then owners of the lots have been recorded agreeing to change said covenants in their entirety or in part. Each lot shall have one vote. As long as the developer, Hugh Dancy, Co., Inc. owns more than 50% of the lots, the developer may amend these covenants without consent of the other lot owners.
 23. Hugh Dancy Co., Inc., does hereby grant unto the Apple Creek Homeowner's Association a perpetual easement 15 feet wide between Lots 9 and 10, Apple Creek Subdivision, Section A, First Revision, for access to Apple Creek dam and lake, provided however this easement shall not be used by motorized vehicles. The Association may promulgate additional rules and regulations for the use of this easement.
 24. In the event any restrictive covenant of Apple Creek Subdivision is declared by the courts to be invalid, the same shall not affect the validity of these covenants as a whole or any part thereof other than the part so declared to be invalid.
 25. Enforcement of covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restrictive covenant either to restrain violation or to recover damage.
 26. In addition to the lot owners, Apple Creek Homeowner's Association shall have the right to enforce these covenants, at equity or law to restrain violation or to recover damage.

WITNESS MY SIGNATURE, this 19 day of June, 1990.

HUGH DANCY CO., INC.

BY: 
HUGH DANCY, President

APPLE CREEK HOMEOWNERS ASSOCIATION

HOMEOWNER'S ANNUAL ASSOCIATION MEETING

(MINUTES)

June 25, 1990

STATE MS. - DESOTO CO.
FILED

SEP 17 12 35 PM '90

RECORDED 9/17/90
DEED BOOK 229
PAGE 141
W.E. DAVIS CH. CLK.

Homeowner's Meeting: Called to order by President, John Kyle.

First order of business was to discuss the revision of the Apple Creek Homeowners Association Restrictive Covenants. All homeowners which was present received a copy of the Restrictive Covenants for review to determine approval or rejection of said Restrictive Covenants.

After a brief explanation of the revisions by the Board Members, a vote was taken by the homeowners, and the revision of the Restrictive Covenants were approved by a majority rule. Members not present at the meeting voted by proxy. All proxy votes were signed and are attached to these minutes.

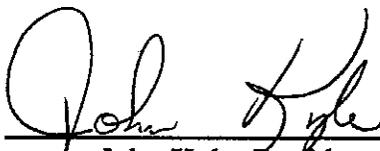
A financial report was given by Mike Woolbright, acting Secretary/Treasurer.

Next order of business was to retire and elect three new members of the Apple Creek Board of Directors. The three members retiring were; (President, John Kyle, Mike Cantrell, and Dale Owens).

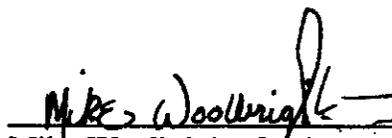
The three new members elected by the association were:

- Mike Woolbright
- Steve Arwood
- Bill Pierce

After the election of new board members, and no further business to conduct, the meeting was called for adjournment.



 John Kyle, President



 Mike Woolbright, Sec/Treasurer