

Prepared by and Return to:  
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BK 0326 PG 0497

STATE MS. - DE SOTO CO.  
FILED  
Dec 18 12 42 PM '97

**REVISED AND AMENDED  
DECLARATIONS OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
DELMA ESTATES SUBDIVISION**

BK 326 PG 497  
W.E. DAVIS CH. CLK.

These Covenants, Limitations and Restrictions are to revise and replace those covenants recorded in Book 319, Page 64 in the DeSoto County Register's Office, shall run with the Land, and shall be binding on all Parties and all Persons claiming under them until April 1, 2022, at which time said Covenants, Limitations and Restrictions shall be automatically extended for successive ten (10) year periods; unless by a vote of the Majority of the then Owners of the Lots in the Subdivision, it is agreed to change said Covenants in whole or in part. If the parties hereto or any of them or their heirs, successors, and/or assigns violate or attempt to violate any of the Covenants, Limitations or Restrictions herein, it shall be lawful for any person or persons owning lots in this Subdivision to prosecute any proceedings at law or in Equity against the person or persons violating or attempting to violate any such Covenant, Limitation or Restriction and either to prevent him or them from violating or attempting to violate any such Covenant, Limitation, or Restriction, or to recover damages or dues for such violations. Invalidation of any of these Covenants, Limitations or Restrictions by Judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.

1. No Lot shall be used except for Residential purposes. Each homeowner can build a separate garage, if desired, at the rear of the house that will accommodate at least two, but not more than three vehicles per family unit. Two or more Lots may be combined for use as one lot and in such case, the interior lot lines may be disregarded insofar as side yard easement requirements are concerned. In the event two or more lots are combined for use as a single lot under one ownership no part of the combined lots may be sold or conveyed, except to the original size of the lots before combined. No single lot in the subdivision as recorded may be re-subdivided into two or more lots for the purpose of building another dwelling.
2. The minimum front yard set back is Fifty (50) feet from Nail Road and Fifty (50) feet from Roman Hill Road. The minimum side yard set back is Fifteen (15) feet and the minimum rear yard set back is Fifty (50) feet.
3. All sewers to join into the public sewer system. Water will be from Public Source supplied by Pleasant Hill Water Association.
4. All dwellings and other structures on the lots must be in compliance with the DeSoto County Planning Commission and its successors. All construction of out buildings must be approved by the Architectural Control Committee and must be built of wood and/or wood and brick and be built on a concrete slab.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved along the lot line of each lot as shown on the plat.

6. 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 neighborhood. No business of any kind shall be carried on upon any lot or any building on the lot. All lots and houses are to be for residential use only.
7. No structure of a temporary character such as a trailer, tent, shack, garage, barn, or other temporary building shall be used on any lot at any time as a residence, either temporarily or permanently.
8. 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 no more than five square feet, advertising the property for sale or rent, or customary signs used by a builder to advertise the property during the construction and sale.
9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste and rubbish shall not be kept except in sanitary containers provided specifically for these purposes. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
10. The total minimum heated floor area of a residence, exclusive of open porches, garages or carports shall be 2000 square feet. The minimum heated lower floor area of a split-level or two-story residence shall be 1400 square feet. When a split-level or two-story residence is constructed on a lot, the total minimum heated square feet shall be 2250 square feet, exclusive of open porches, garages or carports.
11. All gardens must be planted to the rear of any main residence with only landscape materials such as trees, shrubs and plants allowed in front of the main residence.
12. Any type of permanent fencing erected on the lot must be approved by the developer of the subdivision or the Architectural Control Committee. Any fencing in front of the residence must be split rail fencing or transparent wood slat fencing. Fence posts for wood fencing shall be constructed of 4 x 4 wooden posts or its equivalent. It must be made of treated or cedar 1 x 6 boards. No barbed wire fencing will be allowed. Backyard privacy fencing must not exceed six (6) feet in height.
13. All recreational vehicles, camping trailers, boats or any accessory trailers can be parked or stored in the garage, barn or other out building in the rear of the main residence. No tractor trailer can be parked on any lot or on the street and no trailer without a tractor can be parked on any lot or on the street.
14. No animals, livestock or poultry of any kind shall be kept, bred, raised on any lot for commercial purposes. If animals, livestock or poultry are kept as pets, the proper fencing and shelter must be provided. Only one horse may be kept provided the proper care is given for

shelter and pasture requirements. No goats or swine will be allowed on any lot at any time within the subdivision.

15. No underground homes will be allowed. No shell or modular house will be permitted to be built in this subdivision, regardless of the price or square footage of the house. All houses must be of new construction and no house that is moved from another area will be permitted on any lot except by permission of the developer.

16. The owner of the subdivision or the Architectural Control Committee reserves the right to review the plans of any structure that is built on any lot. The owner of the subdivision or the Architectural Control Committee must approve or disapprove in writing within twenty (20) days after the plans and specifications have been submitted to it. If the lot owner whose plans are to be approved does not receive this written approval or disapproval within the said twenty (20) days or in any event if no suit to enjoin the construction has been commenced prior to the beginning thereof, approval will not be required and the covenants shall be deemed to have been fully complied with and the lot owner will deem the plans approved and proceed with construction.

17. The construction of any house in the subdivision shall be required to be completed within six (6) months from the date the construction began.

18. When the developer ceases to own a lot within the subdivision, he shall then name three persons owning property within the subdivision as the Architectural Control Committee. A majority of such committee may designate a representative to act for it. In the event death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. A member of the committee shall immediately lose membership when he or she ceases to own property within the subdivision. Successor members shall be assembled from among the then owners of property within the subdivision.

19. The upkeep of the common area which is a small lake, shall be the responsibility of the property owners adjoining the lake. The lots adjoining the lake will have a one hundred dollar (\$100.00) per year lake improvement fee. These fees will go to maintain the upkeep of the lake. These dues are to be paid on or before May 1 of each year. Any person purchasing a lot prior to January 1, 1998, is still subject to the one hundred dollar (\$100.00) lake improvement fee for the year 1997. All lake owners will be assessed a one hundred dollar (\$100.00) lake improvement fee on or before May 1, 1998 and each May 1 thereafter. Any lot owner whose property adjoins the lake that wishes to build any structure or deck in or around the lake must have such structure approved by other lot owners that adjoin the lake. Only property owners who adjoin the lake and their guests may have use of the lake. Guests must be accompanied by the property owner or a member of his immediate family. The entire lake is a no wake area in order to protect the banks and to preserve the tranquility of the lake area. Boats shall be operated at speeds of no more than 5 miles per hour. No outside boats by guests shall be permitted.

**Docks and Piers:** No pier shall extend more than 25 feet into the lake from the shoreline. No boat docks shall be constructed of empty oil drums (such as 55 gallon) or similar non-galvanized containers. All floating material must be of Styrofoam or its equivalent. All docks and piers shall be maintained and in good repair. Floating docks used for swimming, sunbathing or other recreational purposes shall conform to the above. All private docks are the liability of the owners of the said docks and not the Lake Improvement Association.

**Firearms:** A shotgun with bird shot may be used to kill snakes or beavers. No rifles or pistols are permitted on the lake.

**Fishing:** The Mississippi Game and Fish Commission laws will govern except as follows: No trot lines will be allowed. Jug fishing will be allowed but jugs will not be put out more than 1 hour before sunset and removed from the lake by 1 hour after sunrise. No guest will be allowed to jug fish unless accompanied by the lot owner. YoYo's are not recommended and, if used, must be on owners property. Owners are responsible for any liability resulting from their use.

**Annual Assessment:** The annual assessment may be changed by vote of a majority of the lot owners adjoining the lake that are present at any annual or special called meeting. The present assessment is set at one hundred (\$100.00) dollars. Lots shall always bear equal or proportionate assessments. In the event property is transferred or sold, this document should be transferred to the new owner.

20. Any detention structures erected by the developer in the development cannot be removed or altered in any way without approval of the DeSoto County Engineer.

21. All driveways and driveway pipe will be the responsibility of the new lot owner and not the developer or DeSoto County, Mississippi.

22. Any other provisions herein notwithstanding, these covenants may be amended at any time by (1) consent of the developer so long as he continues to own property in the subdivision, or after the developer ceases to own property in the subdivision or by (2) consent of all lot owners in the subdivision.

The Chancery Clerk of DeSoto County, Mississippi is hereby requested to make a notation of the recording of these Revised and Amended Covenants, Conditions and Restrictions upon the plat of Delma Estates Subdivision, recorded in Plat Book 57, Page 31 of the Chancery Records of DeSoto County, Mississippi, and being located in the Northwest Quarter an Northeast Quarter of Section 2, Township 2 South, Range 7 West, DeSoto County, Mississippi, and upon any other plats which may be subsequently recorded which specifically incorporate these covenants by reference.

Made Effective This 16th Day Of December, 1997.

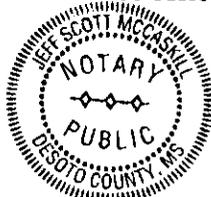
John L. Scott  
John L. Scott

Lisa Dale Scott  
Lisa Dale Scott

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named John L. Scott and Lisa Dale Scott, Developers, and current Owners of Lots 2, 6 and 9 of Delma Estates Subdivision, who acknowledged that they signed and delivered the above and foregoing Revised and Amended Covenants, Conditions, and Restrictions on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and seal of office this the 4<sup>th</sup> day of DECEMBER, 1997.



Jeff Scott McCaskill  
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES:  
AUGUST 22, 2001

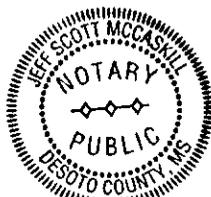
BY: Jane Brown  
Jane Brown, Vice-President

SECURITY BUILDERS, INC.

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Jane Brown, who acknowledged that she is Vice-President of Security Builders, Inc., a Mississippi corporation, and owner of Lots 1 and 3, Delma Estates Subdivision, and for an on behalf of the said corporation and as its act and deed she signed and delivered the above and foregoing Revised and Amended Covenants, Conditions, and Restrictions for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

Given under my hand and seal of office this the 4<sup>th</sup> day of December, 1997.



Jeff Scott McCaskill  
Notary Public

My Commission Expires:

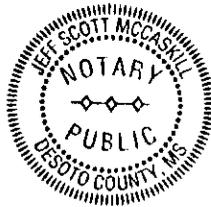
MY COMMISSION EXPIRES:  
AUGUST 22, 2001

Jana M. Courts  
Jana M. Courts

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Jana M. Courts, Owner of Lot 8 of Delma Estates Subdivision, who acknowledged that she signed and delivered the above and foregoing Revised and Amended Covenants, Conditions, and Restrictions on the day and date therein mentioned as her free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and seal of office this the 22nd day of November, 1997.



Jeff Scott McCasill  
Notary Public

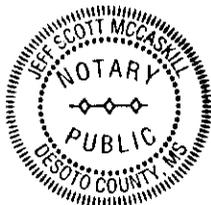
My Commission Expires: MY COMMISSION EXPIRES:  
AUGUST 22, 2001

Timothy A. Courts  
Timothy A. Courts  
Tracy D. Courts  
Tracy D. Courts

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Timothy A. Courts and Tracy D. Courts, Owners of Lot 10 of Delma Estates Subdivision, who acknowledged that they signed and delivered the above and foregoing Revised and Amended Covenants, Conditions, and Restrictions on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and seal of office this the 22nd day of November, 1997.



Jeff Scott McCasill  
Notary Public

My Commission Expires: MY COMMISSION EXPIRES:  
AUGUST 22, 2001

Howard L. Bishop  
Howard L. Bishop  
Marcia L. Bishop  
Marcia L. Bishop

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Howard L. Bishop and Marcia L. Bishop, Owners of Lot 5 of Delma Estates Subdivision, who acknowledged that they signed and delivered the above and foregoing Revised and Amended Covenants, Conditions, and Restrictions on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and seal of office this the 29<sup>th</sup> day of November, 1997.

Ainda Kay Wheeler  
Notary Public

My Commission Expires: August 9, 1999

Byron B. Phillips  
Byron B. Phillips  
Cynthia C. Phillips  
Cynthia C. Phillips

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Byron B. Phillips and Cynthia C. Phillips, Owners of Lot 7 of Delma Estates Subdivision, who acknowledged that they signed and delivered the above and foregoing Revised and Amended Covenants, Conditions, and Restrictions on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and seal of office this the 22<sup>nd</sup> day of November, 1997.

My Commission Expires: August 9, 1999

Ainda Kay Wheeler  
Notary Public



Ronald E. Bradley  
RONALD E. BRADLEY

Vickie M. Bradley  
VICKIE M. BRADLEY

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Ronald E. Bradley and Vickie M. Bradley, Owners of Lot 4 of Delma Estates Subdivision, who acknowledged that she signed and delivered the above and foregoing Revised and Amended Covenants, Conditions, and Restrictions on the day and date therein mentioned as her free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and seal of office this the 15<sup>th</sup> day of December, 1997.

Jeff Scott McCaskey  
Notary Public

My Commission Expires:



MY COMMISSION EXPIRES:  
AUGUST 22, 2001