

*This document prepared by:  
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR FLOWERING MEADOWS SUBDIVISION  
PLAT BOOK 97 PAGE 5**

This Declaration is made and entered into this the 23 day of March, 2006, by Phillips Construction Company, LLC, a Mississippi Limited Liability Company, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the record title holder of all lots comprising Flowering Meadows Subdivision, Section 10, Township 3 South, Range 9 West, DeSoto County, Mississippi, which subdivision is of record in the Chancery Clerk's Office of DeSoto County, Mississippi, in Plat Book 97 page 5, which is defined hereafter as "the property", said property consisting of residential lots which shall include single family detached residences; and

WHEREAS, Declarant will convey the property, or portions thereof, to owners and it is desirable for the mutual benefit of all future owners of any lot or parcel within said property that there be certain subdivision restrictions, protective covenants, easements, conditions, restrictions, uses, reservations, limitations, liens, and obligations regarding the use, the development, and the improvements to be erected upon said lots as hereinafter set forth.

NOW, THEREFORE, Declarant does hereby publish and declare the following restrictions and covenants to be impressed upon and run with all lots located within the property, and shall be a burden

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upon, and a benefit to Declarant, and any person acquiring or owning any interest in the property and improvements thereon, which is subject to this Declaration, their grantees, successors, heirs, Executors, Administrators, devisees, and assigns in interest, to-wit:

1. No lot shall be used for any purpose other than single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one residential building, a private garage for no more than three vehicles and separate detached buildings incidental to residential use. Any detached building must conform to existing exterior elevations of residence with Declarant's approval.

2. No trailers, mobile home, basements, tents, shacks, garages, barns, or any other outbuildings shall at any time be used as a residence and no building or structure of any kind whatsoever, other than a dwelling house shall be erected on any lot in said subdivision except approved automobile, pickup truck, motor home, and/or boat garage, and shall be placed behind rear building line or dwelling house. No signs, billboards or other postings may be erected for any purpose without written permission of the Declarant or its assigns prior to starting construction. The Declarant is hereby given permission to enter upon any lot and remove, at the owner's expense, any posting in violation of this restriction.

3. No residential structure shall be built on any lot, which has less than 2,400 square feet minimum heated floor area. All 1 ½ and 2 story houses must have 1000 square feet on ground level exclusive of open porches, carports and garages. All foundations and structural plans and specifications for buildings shall be submitted and subject to approval of Declarant or its assigns prior to starting construction. No building of any kind of what is commonly known as box or sheet metal

construction shall be erected on any lot in said subdivision. All houses must have at least 60% masonry or brick exterior. Wood construction shall be finished with not less than two coats of paint, or its equivalent in stain on outside exposure, except by written permission of the Declarant or its assigns.

4. Construction of any dwelling must be completed within 12 months from commencement of construction.

5. No fences other than wood, brick, or declarant-approved vinyl shall be erected on any lots. The Declarant prior to construction must approve all fences.

6. All lavatories and/or toilets shall be built indoors and connected to outside septic tanks or sewer systems, in accordance with specifications set forth by the DeSoto County Planning Commission.

7. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any lot, except dogs and cats may be kept in a limited number and manner for personal use and enjoyment only, provided that such animals do not create a nuisance. No livestock shall be kept for any type commercial use or activity within the subdivision. Appropriate buildings and enclosures for such animals or pets must be provided. These buildings shall blend and be in keeping with the aesthetics of the surrounding lot owner's improvements and that of the main dwelling house erected or to be erected upon said lot. Declarant or its assigns shall be the sole judge of the proper facade of said buildings.

8. No discharging of firearms shall be allowed in subdivision. No hunting of any type shall be allowed in the subdivision.

9. All lots will be mowed and maintained and kept clean by the owner. No trash, junk, garbage, litter or other noxious material may be dumped on any lot or other subdivision property.

10. All dwellings or other structures on the lots must be in compliance with the requirements of the DeSoto County Planning Commission.

11. Easements for the installation and maintenance of the utilities and drainage facilities are reserved as shown on the plat. There is a 50-foot minimum front setback from the property line, a 40-foot rear setback, and a 15-foot minimum side yard setback.

12. The Declarant herein, being the developer of the subdivision, shall retain all mineral rights for the land in the subdivision, for the purpose of retaining the royalty on said minerals if these minerals are developed on adjacent property.

13. No vehicle of any kind shall be kept in the subdivision unless it displays a current license plate and current inspection sticker, except for tractors used for the property maintenance only. No junk cars or trucks or any mechanical devices that are visually in need of repair shall be kept on any lot at any time for any purpose. Any junk car or truck or mechanical device that is kept within the right of way of the existing street shall be subject to removal by the proper authorities without the permission of the owner.

14. Dog pens shall be permitted within the rear yard of any lot using a chain link fence; however, the chain link fence shall have an outside facing with some type of wood design, such as picket fence construction, lattice sections, etc. No side of the dog pen shall be adjacent to any part of the adjacent owner's fence dividing the property lines.

15. No lot can be used for a commercial business where inventory is kept or more than two non-commercial vehicles are used. This includes attractive nuisance or unusual traffic detrimental to quiet and peaceful enjoyment of a single family home. A resident owner may have a home office, at the

sole discretion of the Declarant.

16. All mail boxes shall be on a wrought-iron post with a standard mail box, black or antique black, approved by the Declarant.

17. All electrical connection to homes or any other structure must be run underground to the building from the main line supply poles (Entergy main lines).

18. The Owner of a Lot shall, upon becoming an Owner, become a member of the Flowering Meadows Home Owner's Association. Said membership shall automatically pass with the fee simple title to a Lot. The rights, duties, privileges, and obligations of an Owner as a member of the Association shall be those set forth, exercised and imposed in accordance with this Declaration, the Association's Articles of Incorporation and Bylaws including but not limited to association dues. If the fee simple title to a Lot is held, of record, by more than one person, each such person shall be a member of the Association. Membership shall be appurtenant and may not be separated from ownership of any Lot, such ownership being the only qualification for membership.

19. Any problems, or issues are to be presented to the Declarant or the Homeowner's Association and will be settled by them with their decision being final.

20. These restrictions may be altered or amended only by the Declarant, or it assigns or successors by written instrument duly executed, acknowledged and recorded; provided, however, the Declarant agrees that these restrictions will not be altered or amended without the consent of 80% of the lot owners. The Declarant shall be considered a lot purchaser and shall have a vote for each unsold lot for the purpose of consent of amendments.

21. In the event that any of the aforementioned covenants are violated, the violating

property owner shall be liable for any and all costs associated with correction of all violations as well as any reasonable attorney's fees incurred during covenant enforcement.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this the 23<sup>rd</sup> day of March, 2006

Phillips Construction Company, LLC

Michael D. Phillips  
By: Michael D. Phillips, Owner & Member

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said County and State, on this the 23<sup>rd</sup> day of March, 2006, within my jurisdiction, the within named Michael D. Phillips, who acknowledged that he is Owner and Member of Phillips Construction Company, LLC, a Mississippi Limited Liability Company, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Rebecca S. Thompson  
NOTARY PUBLIC

