

Prepared by and Return to:  
Armistead Law Office  
POB 609, Olive Branch, MS 38654  
662-895-4844

**FIRST AMENDMENT TO  
DECLARATION OF RESTRICTIVE COVENANTS  
OF THE SHORES AT MAYWOOD**

**THIS FIRST AMENDMENT TO DECLARATION** of Restrictive Covenants agreed to this 13th day of October, 2006, by Maywood, LLC, a Mississippi limited liability company, Owner/Developer, **WITNESSETH:**

**WHEREAS**, Maywood, LLC, a Mississippi limited liability company, is the Owner/Developer of the following described real property developed and subdivided into **THE SHORES AT MAYWOOD**, a subdivision situated in the City of Olive Branch, DeSoto County, Mississippi, and more particularly described as follows, to-wit:

**Lots 10 through 31, The Shores At Maywood, situated in Section 28, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi, as Per plat thereof recorded in Plat Book 98, Page 24, in the Office of the Chancery Clerk of DeSoto County, Mississippi.**

Recorded in warranty book 528 page 451.

**WHEREAS**, said Owner/Developer and Declarant wishes to encumber said real property with the following amended restrictive covenants, limitations, and restrictions which shall run with the land, and shall be binding on all persons and all parties claiming under them for a period of twenty (20) years from the date these covenants are recorded, and after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Further, that any amendments to said covenants must also be approved by the City of Olive Branch Planning Commission. Said restrictive covenants are as follows, to-wit:

1. All numbered lots in the subdivision shall be residential lots, and shall be used for single family residential purposes exclusively. No lot shall be subdivided to create additional lots. All dwellings erected upon any lot shall be of new construction, and no building or structures shall be moved from other locations onto a lot. No structures, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residence not to exceed two (2) stories in height and an attached, fully enclosed garage for not more than two (2) vehicles.
2. Every dwelling erected on any lot shall be at least 1,500 square feet of finished heated floor area with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas, together with a minimum 75% brick exterior. The minimum first floor area for a story and a half or two-story residence shall be at least 1,200 square feet, and the minimum roof pitch shall be 6/12. Owner/Developer or successor Homeowner Association must approve all exterior brick colors prior to construction, or for any later remodel.
3. Any variance of building line setbacks must be approved by the Owner/Developer and the City of Olive Branch Board of Adjustment.
4. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
5. 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 dogs, cats and other household pets which may be kept provided they are not kept or bred for any commercial purposes.
6. No building shall be erected on any lot in the subdivision until the building plans, specifications, landscaping and plot plan showing the location of such building have been approved in writing as to the conformity and harmony with existing structures in the subdivision and as to location of the buildings with respect to topography and finished ground elevation by Owner/Developer, or by its duly appointed representative. In the event that said Owner/Developer or its representative fail to approve or disapprove such design and location within a period of twenty (20) days after said plans and specifications have been submitted to them, or if no litigation to enjoin the 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 Owner/Developer nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Edco Title & Closing  
P.O. Box 609  
O.B.

7. No window air conditioning or heating units shall be installed in any dwelling and all exterior heating and/or air conditioning compressors or other machinery shall be located to the rear of the residence or on the side if it is totally screened from view from any street, and shall not be visible from the street. The use of solar panels is also prohibited. All garbage containers shall be kept at the rear of the residence, and in no event shall the same be visible from the street when facing residence. All radio and television antennas shall be installed in the interior or rear of the residence in such a way as not to be visible from the street.
8. With the exception of temporary parking for visitors, maintenance vehicles or delivery vehicles, there shall be no on-street parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles, trucks or trailers. All personal property shall be stored in a completely enclosed area.
9. No motor vehicle or any other vehicle, including but not limited to, recreational vehicles, camping trailers, house trailers, produce trailers, boats or any other accessory trailers shall be parked or stored on any lot unless same is kept inside the enclosed garage or privacy fence. 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. No vehicles or machinery of any type shall be stored on any lot for the purpose of repair, and no A-frame or motor mount may be placed on any lot. No disabled auto or any type vehicle may be stored on any lot. No repair of automobiles or any other vehicles or property, including those enumerated in any of the restrictions shall take place on any lot.
10. All vents protruding from roofs shall be painted the same color as the roof covering.
11. All driveways shall be of concrete construction. All front and side yards shall be sodded with bermuda or zoysia sod immediately after construction. Proper grading and raking shall be done prior to placement of all sod. Rear yards may be seeded in lieu of sod but any seeding must be done immediately after construction with steps taken to prevent soil erosion. All lawns shall be mowed and weeded on a regular basis and shall be maintained in a well kept manner.
12. Easements for the installation and maintenance of the utilities and drainage facilities are reserved as shown on the plat. Drainage of surface water, storm water and/or foundation drains may not be connected to sanitary sewers.
13. No structure of a temporary character such as a 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 dwellings 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. No underground, shell, modular or mobile home shall be allowed. Further, all detached storage buildings shall be constructed of similar exterior materials as the primary residential structure situated on the same lot. Swimming pools will be permitted. However, fencing of swimming pool areas must be within achieved setback lines. No outside clothes lines shall be permitted.
14. There shall be no silver finish metal doors (including glass sliding doors) or windows of any kind; however, a factory painted or anodized finish may be used. The color of such finish should be natural earth tones, unless otherwise approved by Owner/Developer.
15. All fences shall be of wrought iron or brick, or a combination thereof, or of wood with alternating boards on both sides, including fences for back yards, and the appearance and quality of same must be approved by Owner/Developer prior to construction and in accordance with the City of Olive Branch Building Code.
16. There shall be no signs nailed to trees at any time. All builder and subcontractor signs are to be removed from the lot within five (5) days after the house has been completed.
17. The size, type and location of all mailboxes shall be as uniform as possible and subject to approval by Owner/Developer.
18. Neither the Owner/Developer, nor agent thereof, shall be responsible in any way for any defects in plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.
19. Invalidation of any one of these provisions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

20. Construction of any dwelling shall be completed within twelve (12) months from commencement of construction. Builders shall maintain each job site in a reasonably clean condition. All trash and debris shall be removed on a weekly basis. All building debris, stumps, trees, etc., must be removed from each lot by the builder as often as necessary to keep the house and lot attractive. Such debris shall be legally disposed of offsite. Dust abatement and erosion control measures shall be provided by the contractor or owner in all stages of construction.

21. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty (20) years from the date same are recorded; and after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owner/Developer and all current lot owners has been recorded, agreeing to change said covenants in whole or in part. Further, that any amendments to said covenants must also be approved by the City of Olive Branch Planning Commission.

22. It shall be the responsibility of each lot owner to prevent any unclean, unsightly or unkempt conditions which tend to decrease the beauty of the specific area or of the subdivision as a whole. All lots, whether occupied or unoccupied, with any improvements placed thereon, shall at all times be maintained in 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 control of this provision, there is reserved to developer for itself and its agents, the right, after ten (10) days notice to any 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 sole opinion of the developer or its agent, detracts from the overall beauty or safety of the subdivision. Such entrance upon such property for such purpose shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday, and shall not constitute a trespass. The developer may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity, provided, however, that such lien shall be subordinate to the lien of any first mortgage or first deed of trust encumbering such lot. The provisions of this paragraph shall not be construed as an obligation on the part of the developer to mow, cut or prune any lot, nor to provide garbage or trash removal services.

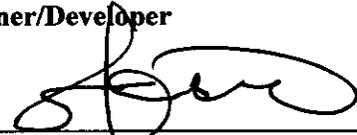
23. Any lot owner found by a court of proper jurisdiction to be in violation of any one or more of these restrictive covenants shall further be liable for all Plaintiff's expenses in investigating and bringing the action, together with court costs and attorney's fees, whether Plaintiff be the Owner/Developer, successor Homeowner's Association or a subsequent lot owner.

24. These covenants, restrictions and limitations, or any of them, may be amended only by the developer, or by the owners, as the case may be, of at least 80% of the lots in the subdivision. The platted property and all property owners are subject to these covenants, restrictions and easements as set forth in documents filed of record in the Office of the Chancery Clerk of DeSoto County, Mississippi, reference to which is hereby made. Further, all lots conveyed are subject to an assessment in an amount to be set on an annual basis by the Shores at Maywood Homeowner's Association until changed by a majority vote of the total votes eligible to be cast by the members of the Association. Said assessment shall be due and payable as the Board of Directors determines, and if not paid shall bear interest at the prevailing rate until paid. Such assessment shall be a lien on the lot so assessed and collectible by proper action at law, or proceedings in Chancery, for enforcement of such lien. Lots owned by the developer shall not be subject to the annual assessment.

25. The Chancery Clerk of DeSoto County, Mississippi, is authorized and empowered to make the appropriate marginal notation on the face of the recorded plats when they are filed as to the existence of these restrictive covenants.

**WITNESS** the signature of the property Owner/Developer, as of the date written above, together with the signatures of all current lot owners and the City of Olive Branch Planning Commission who join in this Declaration for all intents and purposes.

**MAYWOOD, LLC,**  
**A Mississippi Limited Liability Company,**  
**Owner/Developer**

BY: 

**HUGH H. ARMISTEAD, Member**

Marty Shackelford  
MARTY SHACKELFORD

Ralph D. Woods, Sr.  
RALPH D. WOODS, SR.

Steve E. Aulman  
STEVE E. AULMAN

Charlotte K. Aulman  
CHARLOTTE K. AULMAN

WOOD SOUTHERN DEVELOPERS, INC.,  
A Mississippi corporation,

BY: Ralph D. Woods, Jr.  
RALPH D. WOODS, JR., President

PLANNING COMMISSION OF THE  
CITY OF OLIVE BRANCH, MISSISSIPPI,  
A Mississippi municipal corporation,

BY: B. J. Page  
B. J. PAGE, Director of Planning  
and Building

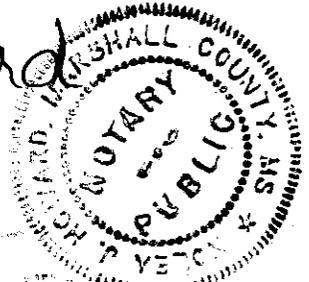
STATE OF MISSISSIPPI  
COUNTY OF MARSHALL

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 3 day of ~~October~~ <sup>November</sup>, 2006, within my jurisdiction, the within named **HUGH H. ARMISTEAD**, who acknowledged that he is Member of **Maywood, LLC**, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My Commission Expires:

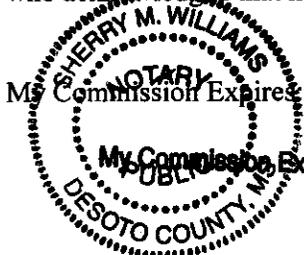
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 2, 2010  
BONDED THRU STEGALL NOTARY SERVICE

Nancy Howard  
NOTARY PUBLIC



STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 13 day of October, 2006, within my jurisdiction, the within named **MARTY SHACKELFORD**, who acknowledged that he executed the above and foregoing instrument.



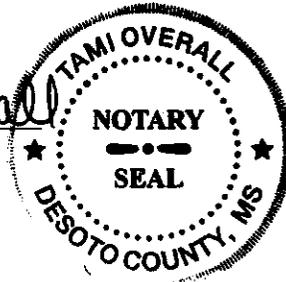
Sherry M. Williams  
NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 17<sup>th</sup> day of October, 2006, within my jurisdiction, the within named **RALPH D. WOODS, SR.**, who acknowledged that he executed the above and foregoing instrument.

My Commission Expires: **MY COMMISSION EXPIRES:  
MARCH 19, 2010**

*Jami Overall*  
NOTARY PUBLIC



STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 20<sup>th</sup> day of October, 2006, within my jurisdiction, the within named **STEVEN E. AULMAN and wife, CHARLOTTE K. AULMAN**, who acknowledged that they executed the above and foregoing instrument.

My Commission Expires:  
1/29/10

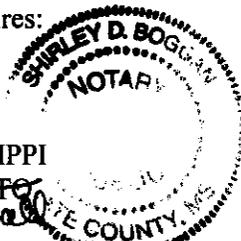


*Stephen Collins*  
NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 13<sup>th</sup> day of October, 2006, within my jurisdiction, the within named **RALPH D. WOODS, JR.**, who acknowledged that he is **President of Woods Southern Developers, Inc., a Mississippi corporation**, 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.

My Commission Expires:



*Shirley D. Boggan*  
NOTARY PUBLIC

Notary Public State of Mississippi  
4 1/2 large  
My Commission Expires  
February 12, 2010  
BONDED THRU  
HEIDEN, BROOKS & GARLAND, INC.

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 3 day of ~~October~~, 2006, within my jurisdiction, the within named **B. J. PAGE**, who acknowledged that he is **Director of Planning and Building of The City of Olive Branch, Mississippi, a Mississippi municipal corporation**, 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.

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 2, 2010  
BONDED THRU STEGALL NOTARY SERVICE

*Nancy J. Howard*  
NOTARY PUBLIC

