

**Amendment to the Covenants of Chateau Pointe Subdivision**

Attached for filing, please find "Article VII Covenants and Restrictions" to add as a supplement to the current Declaration of Covenants, Conditions, and Restrictions of Chateau Pointe Homeowner's Association, which are currently filed with the Desoto County Chancery Court, and are found in Warranty Book 472, Page 170, filed on May 14, 2004.

Pursuant to the Article VI, Section 3 of the Covenants of Chateau Pointe, "This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty seven percent (67%) of the Lot Owners and must be recorded."

Therefore, please find the "Article VII" supplement and the required signatures needed in order to make this amendment.

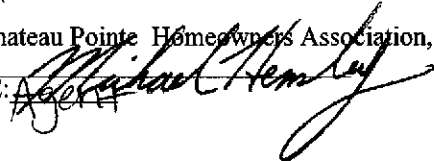
**PROPERTY:** Chateau Pointe Subdivision, located in Section 18, Township 2 South, Range 7 West, Desoto County, Mississippi, and recorded in Plat Book 85, Page 16.

WITNESS MY HAND on this 19<sup>th</sup> day of May 2010.

The Chateau Pointe Homeowners Association, Inc.

BY:

TITLE: Agent



STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Before me, a Notary Public, in and for said State and county, personally appeared Michael Hensley, with whom I am personally acquainted and who, upon oath, acknowledged (him/her)self to be Agent of Chateau Pointe Homeowners Association, Inc., the within named bargainer for the purposes therein contained by signing the name of the corporation by (him/her)self as Agent.

Witness my hand and Notarial Seal this 19<sup>th</sup> day of May 2010.

Kelli Nikel  
NOTARY PUBLIC

My Commission Expires: July 21, 2012

**Prepared by and return to:**  
MICHAEL HENSLEY – MSB 101500  
HENSLEY & ASSOCIATES, PLLC  
516 WHITFIELD DRIVE #6  
HERNANDO, MS 38632  
662-449-0585



ARTICLE VII  
COVENANTS AND RESTRICTIONS

Section 1. Residential Use and Subdivision of a Lot: No Lot shall be used except for private residential purposes. No Lot in the planned Development shall be subdivided.

Section 2. Prohibited Uses Nuisances: In order to provide for a congenial occupation of the homes within the Planned Development, and to provide for the protection of the values of the entire development, the use of the residences shall be in accordance with the following provisions:

- (a) Said property is hereby restricted to residential, single family dwellings.
- (b) All buildings or structures erected upon said Property shall be of new construction, and no buildings or structures shall be moved from their locations onto said Property, and no subsequent buildings or structures of a temporary character, trailer, basement, tent, shack, garages, barn or other out building shall be used on any portion of said Property at any times as a residence either temporarily or permanently **with the exception of temporary structures, not to exceed 96 hours for the purpose of entertaining.**
- (c) Each Lot shall be conveyed as a separately designed and legally described and subject to the terms, conditions and provisions here of and all easements, restrictions and covenants of record in the Chancery Clerk's Office, DeSoto County, Mississippi.
- (d) No advertising signage, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner or any Lot or any resident thereof. Business activity which subjects the community to excessive

vehicle traffic is prohibited.

- (e) All equipment, service yards, wood piles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of adjoining landowners or neighboring streets. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
- (f) No exterior television, radio, other antenna, dish of any sort or any window air conditioning units shall be visible or affixed to the front of any home or allowed or maintained on any portion of the Property nor upon any structure situated upon Property with out prior written approval and the authorization of the Architectural Committee.
- (g) Grass, weeds, vegetation and debris on each Lot shall be kept mowed and edged, to include edging against home and fence lines as well as cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris and plants which die shall be promptly removed from such lots.
- (h) No obnoxious or offensive trade of activity shall be carried on upon any Lot in this Planned Development nor shall anything be done thereon which may be or become an annoyance or nuisance to the Planned Development or other Lot owners.
- (i) No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner is ready to commence improvements. Building materials shall not be placed or stored in the Common Area, or street or between the curb and property lines.
- (j) There shall be no violation of any rules which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in

the by-laws authorized to adopt such rules.

- (k) No recreational vehicle (RV or motor homes, ATV), boat, or any type trailer may be parked or stored on any Lot for more than 96 hours, unless same is in a garage or behind property fence on concrete surface. All passenger automobiles shall be parked either on the driveway or in a garage. No semi-truck or truck whose capacity exceeds one (1) ton or non-type trailer or flat bed trailer may be parked on any residential Lot or in the Common Area, street or open spaces.
- (l) No motor vehicle or any other vehicle, including, but not limited to, a boat, motor and boat trailer, lawn mower, tractor, etc., may be stored on any Lot for the purpose of repair of same; no A-frame or motor mount may be placed on any Lot nor shall any disabled or inoperable vehicles be stored on any Lot.
- (m) No storage building, shed, or other out building shall be allowed upon any Lot, unless approved by the Architectural Committee.
- (n) No commercial type vehicle shall be stored or parked on any lot, unless in a closed garage, nor parked on the street subdivision, unless engaged in transporting to or from a residence in the subdivision.
- (o) No motorized vehicles in common area other than maintenance vehicles. Ex: 4 wheelers, motorcycles, go carts, etc. This will be considered trespassing, and violators will be prosecuted.
- (p) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other generally recognized domestic animals may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. The number of animals shall be limited to 5 or any combination thereof. In all instances, household pets shall be restrained within fenced area or under leash.

- (q) All signs, billboards, or advertising structures of any kind are prohibited except for two (2) professional signs of not more than (10) square feet to advertise a lot for sale, during a sales period and except for signs, billboards, or advertising structure erected by or on behalf of Developer, during the development and sales period of the Developer's property and unsold Lots. The exception to this, policy is political signs may be placed on property during a campaign and must be removed within 96 hours of election. No sign is permitted to be nailed or attached to trees. All signs to be approved by the Architectural Committee or DeSoto County.
- (r) All mailboxes (numerals thereon) must be maintained and the supports and encasements therefore within the subdivision are to be identical in design and must be approved by the Architectural Committee.
- (s) Any and all holiday decorations must be removed within 30 days of said holiday.
- (t) Swimming pools and/or hot tubs/spas and their accessory structures shall be within fenced yard and installed in accordance with the ordinances and regulations of the City or County, whichever applies and are subject to review and approval of the Architectural Review Committee.
- (u) No fence or wall may be erected on any portion of any lot between the front of the residence and the street. On corner lots no fence or wall may be erected on a side yard within the required front setback from a public street as required by the city of Southaven or DeSoto County. No fence, wall, or hedge may be erected within or across a drainage easement on lots. No fence or wall shall exceed six feet (6') in height. And all fences or walls must be approved by the Architectural Review Committee.
- (v) As specified in the Architectural Design Policy, all new construction homes shall have a minimum square footage of heated living space as

follows:

Section A 1800 Sq. Ft.

Section B, 1800 Sq. Ft.

Section C 2400 Sq. Ft.

All new construction plans must be submitted, reviewed and approved by the Architectural Design Committee.

- (w) Any new home constructed after 09/01/2009, shall be owner occupied and shall not be leased/rented by any builder, investor or any individual owner without the approval of the HOA.

Section 3. Enforcement of these Covenants and Restrictions: Shall be carried out by the Chateau Pointe HOA and the Board of Directors.

- (a) Should a Homeowner be in violation of any of the Covenants and Restrictions, they will be notified in writing with a date of said violation and a specified compliance date. If the violation is not corrected by specified date, a \$25.00 fine will be assessed. The homeowner will receive a \$25.00 fine every 96 hours that said violation exist.

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NOVEMBER 16, 2009

**PETITION TO AMEND COVENANTS OF CHATEAU POINTE  
SUBDIVISION**

**We the undersigned do, hereby, approve the attached amendment to the  
Covenants of Chateau Pointe Subdivision, City of Southaven, DeSoto  
County, Ms.**

	<u>NAME</u>	<u>LOT NUMBER</u>
<u>1</u>	<i>[Signature]</i>	9
<u>2</u>	<i>Walt Carroll</i>	87
<u>3</u>	<i>Virginia Balsa</i>	72
<u>4</u>	<i>Joe L.</i>	12
<u>5</u>	<i>Bob Brummett</i>	2
<u>6</u>	<i>David Ford</i>	24
<u>7</u>	<i>Robert Chittie</i>	54
<u>8</u>	<i>Ben B.</i>	3
<u>9</u>	<i>Jim Hess</i>	80
<u>10</u>	<i>Angela Bowser</i>	131
<u>11</u>	<i>Kent + Keray Hanan</i>	167
<u>12</u>	<i>L. Poole</i>	<del>597</del> 130
<u>13</u>	<i>Lynda Lelson</i>	36
<u>14</u>	<i>Mila Marberry</i>	37

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	<u>NAME</u>	<u>LOT NUMBER</u>
<u>15</u>	Leigh Marberry	56
<u>16</u>	Melanie Bradley	109
<u>17</u>	Tammy Roberson	11
<u>18</u>	John Maxwell	19
<u>19</u>	Joni Rainey	57
<u>20</u>	Byron	43
<u>21</u>	Katrina Ruth	14
<u>22</u>	Lou A Olson	70
<u>23</u>	Ralph Lewis	52
<u>24</u>	W	7
<u>25</u>	Bridgett Cobb	78
<u>26</u>	Jackie Jenkins	30

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<u>NAME</u>	<u>LOT NUMBER</u>
<u>27</u> Dory Furr	55
<u>28</u> Sarah A. White	71
<u>29</u> Shery McKinny	93
<u>30</u> Stan Hook	28
<u>31</u> Lanni Christin	34
<u>32</u> Melissa Perry	16
<u>33</u> Fred Rutschman	17
<u>34</u> Dappy H Parker	8
<u>35</u> [Signature]	13
<u>36</u> [Signature]	25
<u>37</u> [Signature]	116
<u>38</u> Judae Dalmer	120

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	<u>NAME</u>	<u>LOT NUMBER</u>
<u>39</u>	<i>DuJuan Taylor</i>	96
<u>40</u>	<i>Ronny Scholz</i>	23
<u>41</u>	<i>Cynthia Havens</i>	10
<u>42</u>	<i>Jay Vykony</i>	154
<u>43</u>	<i>Albert Fleming</i>	63
<u>44</u>	<i>Lori Hill</i>	141
<u>45</u>	<i>Susan Pucci</i>	168
<u>46</u>	<i>Tim Do</i>	166
<u>47</u>	<i>Louise Melvin</i>	136
<u>48</u>	<i>Colleen Cheatham</i>	134
<u>49</u>	<i>Michael &amp; Katie Woods</i>	117
<u>50</u>	<i>Floyd L. Bass Jr.</i>	163

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	<u>NAME</u>	<u>LOT NUMBER</u>
<u>51</u>	Virgie H. McClure	79
<u>52</u>	Curtis D. Deener	75
<u>53</u>	Michael Duke	113
<u>54</u>	Janet F. Carter	94
<u>55</u>	Carole Spencer	31
<u>56</u>	Brown J & J	32
<u>57</u>	Clay D. Wilton	11
<u>58</u>	April Sherman	41
<u>59</u>	Justin C. Sherman	
<u>60</u>	[Signature]	44
<u>61</u>	[Signature]	45
<u>62</u>	Jonathan Reed	5

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<u>NAME</u>	<u>LOT NUMBER</u>
<u>63</u> RONNIE MORGAN	35
<u>64</u> Amy J. McMullen	59
<u>65</u> Jennifer Hendrix	51
<u>66</u> <del>Robert</del>	108
<u>67</u> Sameka Punter	92
<u>68</u> MITAN PATEL	65
<u>69</u> Kelly L. Edwards	26
<u>70</u> Walter L. Cobb	29
<u>71</u> <del>John</del>	83
<u>72</u> <del>John</del>	127
<u>73</u> David McClinton	94
<u>74</u> Rudy A. W.	38

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<u>NAME</u>	<u>LOT NUMBER</u>
<u>75</u> <i>[Signature]</i>	89
<u>76</u> <i>Tranika R. Keaton</i>	90
<u>77</u> <i>[Signature]</i>	21
<u>78</u>	
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