

STATE MS. - DESOTO CO. <sup>PS</sup>  
FILED <sup>PS</sup>

**GROVE PARK COVENANTS  
SECTION 7, TOWNSHIP 3 SOUTH, RANGE 7 WEST  
CITY OF HERNANDO, COUNTY OF DESOTO, MISSISSIPPI**

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Plat Book SC, Page 7

BK 426 PG 669  
W.F. DAVIS CH. CLK.

1. All lots in the Subdivision shall be known and described as residential lots except for common open space, which shall be for common area amenities. No structures shall be erected on any residential lot other than one single-family residence, and a two or three car side load enclosed garage. Additional structures may be erected in the rear yard, subject to approval as provided in this Declaration. No accessory structure erected on any lot shall at any time be used as a residence or business, temporarily or permanently. Consideration for a garage facing the street may be given on corner lots or where there is a request to preserve trees or elements of the topography. At least 75% of homes must have side load garages with a maximum of 25% having front load garages. Any home having a front load garage must have the garage set back at least ten feet from the main elevation of the home.
2. All residences shall contain a minimum of 1800 square feet of heating living area. No buildings shall be more than two stories in height, but the floor space for the second story may be included in computing the minimum square footage of living area, which is allowable. The heated area of the first floor shall be at least 1500 square feet. All structures shall be constructed with at least 70% brick or stucco.
3. No residence shall be constructed without the construction plans first being approved by Lifestyle Communities, LLC (hereinafter referred to as "Developer"). Said construction plans shall be submitted to Developer for its review and approval. Developer agrees to issue its approval within ten (10) days after receipt of said construction plans. Developer's failure to issue its approval within the ten-day period shall automatically deem the plans acceptable.
4. For the purpose of insuring the development of said lots as an area of high standards, and to assure reasonable compatibility of architectural designs, the Developer shall have the power to control all improvements, as well as to make such exceptions to these Covenants, and to waive particular violations, as the Developer shall deem necessary, appropriate, or proper. These covenants may be amended at any time by the Developer or by an instrument signed by not less than 75% of the owners of lots within all Phases of the Grove Park Subdivision.
5. The minimum setback from the front of the property line (not the curb) to building shall be as described on the plat of the subdivision and shall meet the requirements and approval of the Department of Development of the City of Hernando, Mississippi. The Developer shall approve the actual setback for each lot, and the Developer may require or permit a setback of a distance more than the minimum setback.
6. The right is given to the Developer to require the owner of a damaged or destroyed dwelling upon any lot to make repairs or replacements in order to restore the dwelling to it's condition prior to the damage or destruction, including the right to require that insurance proceeds paid to the Owner because of said damage or destruction be applied to the repair or replacement.
7. Each owner shall be responsible for the maintenance and painting of all improvements to the land within his lot. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon these premises, and no refuse pile, unused motor vehicles or unsightly objects shall be allowed to be placed or remain anywhere on the premises. In the event that owner or occupant of any lot in the subdivision shall fail or refuse to keep the premises free from weeds, underbrush, refuse piles, unused motor vehicles, or other unsightly growths or objects, then an agent of the Developer may enter upon the lands and

remove the same at the expenses of the owner and such entry shall not be deemed a trespass. In the event of such a removal, the owner of the lot shall pay the expenses thereof.

8. No truck, van, trailer, boat, recreational or commercial type vehicle shall be stored or parked on any lot, unless in an enclosed garage, nor parked on the streets serving the subdivision, unless engaged in transporting to or from a residence within the subdivision, or unless otherwise concealed from view in a manner satisfactory to the Developer.

9. No animals, livestock, or poultry shall be raised, bred or kept on any of said lots, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. In all instances, household pets shall be restrained within fenced areas or under leash. Vegetable gardening is allowed only in backyards to the rear of the house.

10. All signs, billboards, or advertising structures of any kind are prohibited except for two (2) professional signs of not more than sixteen (16) square feet to advertise a Lot for sale or lease during a sales or leasing period and except for signs, billboards, or advertising structures erected by or on behalf of Developer during the development and sales period of the Developer's property and unsold Lots. No sign is to be permitted that is nailed or attached to trees. All signs must be approved by City of Hernando.

11. No obnoxious or offensive trade or activity shall be carried on upon any lots in this subdivision, nor anything shall be done thereon which may be or become an annoyance or nuisance to the subdivision.

12. All mailboxes (and numerals thereon) and the supports and encasements therefore within the subdivision are to be wrought iron and identical in design and will be selected by the Developer. No decorations except for holiday themes may be affixed or adhered.

13. An electric transformer may be situated on certain lots in the subdivision. If the owner of such a lot should desire relocation of such a transformer, he may arrange for its relocation at his expense with the approval of the Developer and the owner of the adjacent property nearest to the proposed new location of the transformer.

14. Once a lot is sold by the Developer, the owner thereof shall be required to construct sidewalks thereon as required by the City of Hernando.

15. The owner or his assignees of such lot shall be obligated to complete construction of a house within twelve (12) months of the building permit being pulled.

16. All exterior colors are to be earth tones. All roofs of all buildings erected on a lot shall be comprised of a dimensional shingle material, or tile which has a "dimensional" character, unless otherwise approved in writing by Developer. All exterior colors for initial construction and any subsequent re-paintings (or re-colorings) or renovation or restoration must be earth tones. Re-roofings as to materials, weight, color, and texture must follow same guidelines as initial roofing. No awnings on the front or sides of any house will be permitted without the approval of the Developer.

- All siding is to be wood-grained or textured siding (vinyl siding is permitted). No more than 30% of any house can have siding.
- All driveways are to be of washed aggregate.
- Each builder is to provide portable toilets for his house during construction.
- All one and one-half (1 1/2) and two (2) story homes are to have a minimum of nine (9) foot ceilings downstairs. All one (1) story homes with bonus rooms above garage may have a minimum of eight (8) foot ceilings.

17. Developer reserves unto itself the right to impose additional and separate restrictions at the time of sale of any lots sold by it in this subdivision, which said restrictions may not be uniform, but may differ as to different lots.

18. Developer retains the right to approve any and all general contractors for residential construction in the Grove Park Subdivision. No general contractor may pull permits and construct homes without prior written consent by Developer. Approvals upon request shall be granted or denied within ten (10) business days.

19. All fences are to be of wood, brick, vinyl, or ornamental material or combination thereof. No chain link fences will be allowed. No fence may be constructed closer to the street than the building setback line. All fences shall be approved by the City of Hernando and by officers of the Homeowners' Association.

20. Swimming pools and/or hot tubs/spas and their accessory structures shall be installed in accordance with the ordinances and regulations of the City of Hernando. No above ground swimming pool shall be permitted.

21. All equipment, garbage cans, service yards, mechanical equipment, swimming pool pumps and filters, woodpiles or storage piles, shall be kept screened by adequate planting or fencing so as to conceal them from view of streets and neighbors. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon, during construction and all other times.

22. All exterior lighting on each lot shall be of a consistent style and character as chosen by the developer. All lighting on each lot shall be constructed and maintained to provide illumination for that lot only, and as to avoid illumination of adjacent lots and areas.

23. (a) The Developer shall cause to be established a homeowners' association called the Grove Park Homeowners' Association. All lot owners shall become members of the association and shall pay dues as set by Developer and/or the association, and shall comply with any association by-laws and regulations. The initial dues shall be \$75.00 per lot per year and shall be initially collected at closing. The primary purpose of the association is to maintain the common areas and other structures and walls including entry monuments, planted burms and associated landscaping grass, lighting, irrigation, and other amenity areas.

(b) The organization of such association may, at the option of the Developer, be delayed until the developer has closed 90% of the lots in the subdivision. The Developer shall, at its option, perform the anticipated obligations of the association during this time. The Developer reserves the right to name two (2) members of the three (3) member Board of Directors of the association. Each lot owner shall maintain one (1) vote per lot. Any lots owned by the Developer shall have (5) votes per lot.

(c) Developer may, at its option, continue to perform or cause to be performed the obligations of the association set forth above. So long as the Developer performs such obligations, Developer shall be entitled to collect the dues set forth above.

24. No buildings or structures shall be moved from other locations to a lot in the subdivision.

25. All existing surface drainage must be maintained. Swales may be constructed to prevent drainage directly onto buildings, but in no case shall surface drainage be diverted or obstructed to prevent the shared sheet surface drainage from entering into or through any lot by means of fences or on-site grading. All wood fencing is to have a 2" minimum clearance under all portions. All brick fences are to have a 4" x 6" open space at ground level 4'-0" on center minimum.

26. No building shall be erected on any lot wherein there shall be installed any bronzed window. All flashing facing the street must be copper or painted flashing.

27. Developer reserves the right at any time (a) to change the boundary lines and (b) to impose or remove or change easements on any lot(s) owned by it, if such should become necessary or be deemed desirable to preserve trees or topographical features or to otherwise enhance the desirability of such lots; provided the Developer complies with all ordinances and regulations of the City of Hernando. If Developer determines to take such action provided for above, no other owner of a lot in the subdivision shall be required, or permitted, to join in any application to any governmental authority for approval of such action.

28. Radio or television transmission or receiving towers or antennas must be approved by Developer and in accordance with the Hernando Zoning Ordinances, but in no instance may they be over five feet (5') in height above the ridge line of the roof. Satellite dishes larger than 30 inches cannot be installed without approval by Developer or their designated representative. Placement must conform to the Hernando Zoning Ordinance as well as be screened from the other lot owners by a fence or landscaping.

29. All yards shall be of front and side sod except as otherwise initially agreed with the Developer. Any dead plants shall be replaced immediately.

30. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2032, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of 75% of the owners of the Lots it is agreed to change said covenants in whole or in part.

31. If an owner of a Lot shall violate or attempt to violate any of the covenants herein, it shall be lawful for any lot owner, or the Homeowners' Association 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 either to prevent him or them from doing so or to recover damages of up to two (2) times the estimated cost to remedy to violation. Any person violating the covenants shall be responsible for all costs, expenses, and attorney fees associated with said violation.

32. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

33. There is a perpetual easement, as shown on the recorded plan of the subdivision, which is reserved for utility installation maintenance.

34. There is a (5) five foot landscape maintenance easement behind burm along Byhalia Road. No fence along Byhalia road shall be constructed within (5) feet of burm edge. This easement is in addition to a 10' utility easement.

35. To the extent that any of these covenants and restrictions are less restrictive than any of the City of Hernando ordinances or regulations, the City of Hernando ordinances or regulations shall govern.

36. There shall be a minimum of one (1) two (2) inch caliper trees within the front yard of a single-family residence and said tree shall be included on a landscape plan that must be approved prior to construction and followed as approved. Landscaping must be in place prior to final inspection unless weather prohibits installation. If so, landscaping must be in place as soon as reasonably possible.

37. All homes must be constructed with all walls, rafters, and ceiling joists 16 inches on center.

38. Each lot owner is to maintain adequate erosion control to prevent mud and debris from leaving said lot.

39. All structures on lot, including storage buildings / detached garages, must be constructed on-site on a slab, must be of same material (brick, siding, and roof) as main house, and be of permanent nature. Detached garages may be front load garages and must be set back equal to or behind the main house. All detached structures must be approved by the City of Hernando and by officers of the Homeowners Association.

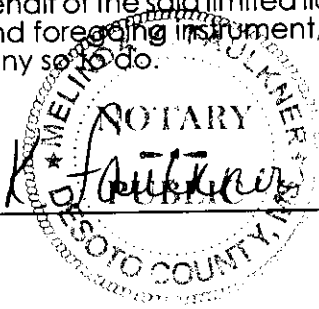
**LIFESTYLE COMMUNITIES, LLC**

BY:   
BRIAN D. HILL, 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 12th day of August, 2002, within my jurisdiction, the within named **BRIAN D. HILL**, who acknowledged that he is the Member of **LIFESTYLE COMMUNITIES, 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.

  
Notary Public



My Commission Expires

**MY COMMISSION EXPIRES:**  
**MARCH 26, 2006**

PREPARED BY:

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