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<u>INDEXING INSTRUCTIONS:</u> DESOTO COUNTY, MS: SECTION "B & C" OF SAINT IVES SUBDIVISION, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 7 WEST, CITY OF HERNANDO, DESOTO COUNTY, MISSISSIPPI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 139, PAGE 21-23, IN THE OFFICE OF THE CHANCERY COURT CLERK OF DESOTO COUNTY, MISSISSIPPI	

**SAINT IVES NEIGHBORHOOD COVENANTS
SECTION B & C
SECTION 21, TOWNSHIP 3 SOUTH, RANGE 7 WEST
CITY OF HERNANDO, DESOTO COUNTY, MISSISSIPPI
PLAT BOOK 139 PAGE 21 - 23**

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, with at least a two-car enclosed garage. Additional structures may be erected in the rear yard, subject to approval as provided in this Declaration. All residences shall include a two or three car enclosed garage. No accessory structure erected on any lot shall at any time be used as a residence or business, temporarily or permanently.

2. All residences shall contain a minimum of square feet of heating living area per the following:

R – 8 1800 minimum heated square feet.

R – 15 2000 minimum heated square feet.

Two or three car attached garages shall be included in the construction of all single-family detached residences. An additional 2 car garage detached is allowed.

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. All structures shall be constructed with at least 60% brick or stone veneer unless otherwise approved by Developer. All windows shall be wood or vinyl. No aluminum windows will be allowed. All siding to be hardi-plank.

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 or disapproval. A written and dated receipt will be issued at time plans are submitted. Keep this receipt. Developer agrees to issue its approval or objections within ten (10) days after receipt of said construction plans. Developer’s failure to issue its approval or objections within the ten-day period shall automatically deem the plans acceptable.

4. For the purpose of ensuring 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 an instrument signed by the Developer or by not less than 75% of the owners of lots within St. Ives.

5. The build to setback from the front property line to the building and the side and rear yard setbacks shall be as described on the plat of subdivision and shall meet the requirements and approval of the Department of the City of Hernando, Mississippi, or Desoto County (which ever is applicable).

Minimum Building Setback for Residential Use:

Minimum Front Yard Setback: 30 feet

Minimum Rear Yard Setback: 30 feet

Minimum Side Yard Setback:5 feet

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 its 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 the premises, and no refuse pile, unused motor vehicles or unsightly objects shall be allowed to be placed or to remain anywhere on the premises. In the event that any 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 expense 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 1.5 times the expenses thereof.
8. Homeowner's and guest's vehicles must be parked in homeowner's driveway. No parking in the yard, except when moving, landscaping, or doing home improvements.
9. No car, truck, van, trailer, boat, recreational or commercial type vehicle shall be stored or parked on any lot, unless in a closed garage, nor parked on the streets serving the subdivision, unless engaged in transporting to or from a residence in the subdivision.
10. No car, truck, van, trailer, boat, recreational or commercial type vehicle shall be parked and advertised FOR SALE within the subdivision perimeters including at or along the entrance to St. Ives.
11. No motor vehicle or any other vehicle, including but not limited to a boat, motor, and boat trailer, lawn mover, tractor etc. may be stored on any lot for the purpose of repair of same: no disabled or inoperable vehicle may be stored on any lot.
12. Homeowner's are not allowed to wash muddy vehicles in the neighborhood. Mud washed into the street must be cleaned up by homeowner or homeowner's association will perform said cleanup and bill homeowner for 1.5 times the expenses thereof.
13. 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.
14. 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 2 dogs and/or 2 cats or 2 other household pets. In all instances, household pets shall be restrained within fenced areas or under leash.
15. No basketball goals visible from the street.
16. Vegetable gardening to be allowed only in back yards to rear of house.
17. No structure to be erected in common areas. Ex. Forts, playhouses, tree houses, etc.
18. 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 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 permitted to be nailed or attached to trees. All signs to be approved by City of Hernando or DeSoto County, whichever applies.

19. No obnoxious or offensive trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the subdivision. Garage/yard sales are not permitted. If any resident holds a garage sale, St. Ives Home Owners Association has the option of assessing said resident a fine of \$500.00.

20. Individual mailboxes are no longer allowed by the United States Postal Service (USPS). There will be pedestal mounted Cluster Box Units (CBUs) placed in central location(s) in the subdivision as directed by USPS.

21. An electric transformer may be situated on certain lots in the subdivision. If the owner of such a lot should desire relocation of such 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.

22. Once a lot is sold by Developer, the owner there shall be required to construct sidewalks thereon as required by the City of Hernando or DeSoto County, whichever applies. Should a lot owner not have installed the required sidewalk(s) for that lot within eighteen (18) months of the date of the recording of this plat, the lot owner will escrow with the City of Hernando or DeSoto County, whichever applies, such sum as is required by the City of Hernando or DeSoto County, whichever applies to ensure the future construction of the sidewalk to an extent that Developer shall be relieved of the obligation. Should the lot owner refuse to do so, then Developer shall have the right to file a lien on the property or sue for the cost of the sidewalk.

23. Once Developer has closed a lot in the subdivision, the owner or his assignees of such lot shall be obligated to begin construction of a house on such lot within eighteen (18) months and thereafter to complete such construction within 12 months. If a lot owner fails to commence construction of the house within said 18 month period, Developer shall have the option of purchasing the subject lot for the original sale price, exclusive of any closing costs associated with the original purchase.

24. No building shall be erected on any lot wherein there shall be installed any aluminum or metal window. All flashing visible from the street must be copper flashing, or coated metal flashing in brown or grey. No steel front doors allowed.

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

26. All roofs of all buildings erected on a lot shall be comprised of a dimensional shingle material, unless otherwise approved in writing by Developer. The color of the dimensional shingle material must be Weather Wood or Estate Grey. Accent roofs may be copper or coated metal. All exterior colors for initial construction and any subsequent re-paintings (or re-

colorings) or renovation or restoration must be earth tones or neutral colors. Re-roofings as to materials, weight, color, and texture must be approved. No awnings on the front or sides of any house will be permitted without approval of the Developer.

- All siding is to be Hardi-Plank wood-grained or textured siding.
- No stucco board is allowed in this subdivision.
- Doors visible from the street must be wood or fiberglass.
- No aluminum or metal widows. Windows must be vinyl, clad or wood.
- All flashing visible from the street must be copper flashing or coated metal in either brown or grey color.
- Only smooth painted ceilings are allowed in all houses, unless otherwise approved by Developer.
- All driveways are to be of washed aggregate.
- All main roof pitches must be at least 10/12 unless otherwise approved by Developer.
- No front yard parking pads.
- Each builder is to provide portable toilets for his house(s) during construction.

27. 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.

28. Consideration for a garage facing the street on R-15 lots may be given on corner lots or where there is a request to preserve trees or elements of the topography. R-8 lots may have front facing garages although the garage door must be set back a minimum of 30' from the closest point of the home to the street and they must have a carriage style garage door. Detached garages and storage buildings may face the street, but must be set back beyond the back corner of the house, be constructed of the same brick and roof to match the house. All detached garages or storage buildings must be approved in writing by developer prior to the commencement of construction. No storage buildings built offsite will be allowed. All storage buildings must be on a slab. Wooden storage sheds are not allowed.

29. The success of a residential subdivision is dependent in critical part on the abilities and integrity of the firms, which construct the homes in the development. Therefore, Developer is vested with the absolute right to approve for use the respective general contractors who will build homes on lots in the subdivision. It is stated expressly that an owner of a lot must obtain such approval whether such owner is the original Purchaser from Developer or not.

30. All fences are to be of wood, brick or ornamental metal material or combination thereof. All fences must have a 2" minimum clearance under fence to allow for surface drainage. No chain link fences allowed. No fence may be constructed closer to the street than the building setback line. All fences are to be approved by the City of Hernando or DeSoto County, whichever applies.

31. 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 or DeSoto County, whichever applies.

32. 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.

33. All exterior lighting on each lot shall be of a consistent style and character. 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. No polished brass lighting will be allowed on the exterior of the house. No colored exterior lights allowed.

34. Developer will cause to be incorporated a non-profit homeowners association to which every party purchasing a lot, whether the original purchaser or not, will be deemed to have agreed to belong. The organization of such association may, at the option of Developer, be delayed until Developer has closed 90% of all the lots in the subdivision. The primary purpose of the association is to maintain and replace as necessary the entry and other structures, walls, common areas, including entry monuments and associated landscaping, grass, lighting, and irrigation. Also, to have the funds to legally enforce these covenants, pay taxes, insurance on common areas, management fees should the Developer or Association elect to contract for the services of a management company, or any other expenses deemed necessary by the Developer or Association for the operation of the Saint Ives Home Owners Association.

(b) Until 90 % of all the lots in the subdivision are closed by Developer, Developer shall perform the aforesaid anticipated obligations of the association. Each purchaser of a lot shall pay Developer \$300.00 a year to defray the aforesaid expenses until such time as the association is organized and assumes the aforesaid duties. At any time, Developer may organize said association: and if same takes place before Developer sells 90% of said lots, Developer shall have the right to name two (2) members of a three (3) member Board of Directors and Developer shall have five (5) votes per each lot that it owns (although other lot owners will have only one vote per lot owned) until Developer sells 90% of said lots.

Notwithstanding the foregoing, even after Developer has sold 90% of said lots, it may, at its option, continue to perform, or cause to be performed, the obligations set out above which are ultimately to be the responsibility of the association: and, so long as Developer performs such obligations, each lot owner shall pay to Developer a reasonable annual fee to defray said expenses. At the time of lot closing, each Purchaser will pay to Developer, in advance, his pro-rata share of the annual assessment for the year in which closing occurs.

35. All property owners shall be required to be members of the St. Ives Homeowners Association and shall pay dues as set by the Developer or its members and shall be subject to any declarations, covenants, and restrictions enacted by the Developer or the Association and any other declarations, covenants and restrictions hereinafter executed in writing and filed in the Chancery Clerks Office at Desoto County, Mississippi. Initial dues of \$300.00 per year payable January 1 of each year. After January 31, dues will be considered delinquent and a 10% late fee will be added each month dues are delinquent. Should an unforeseen event cause payment for more than is available in the Home Owners Association operating budget, then it will be necessary for a special assessment to be required of all property owners.

36. The Developer or its successors, assigns, subsidiaries, or related companies shall not be responsible for the payment of Homeowners Association dues or special assessments at any time on any lot/lots owned by Developer or its successors, assigns, subsidiaries, or related companies including any lot or lots conveyed to a third party and then re-conveyed to Developer or its successors, assigns, subsidiaries, or related companies.

37. 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"x6" open space at ground level 4'-0" on center minimum.

38. 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 or DeSoto County, whichever applies. 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.

39. Radio or television transmission or receiving towers or internet antennas are not allowed. Satellite dishes larger than 30 inches cannot be installed. Satellite dishes may not be installed on the front of the house. Internet antennas may be erected on common areas if approved by Developer or by not less than 75% of the owners of lots within all Phases of the St. Ives Subdivision. Proceeds from any lease agreement for internet antennas will be applied to the St. Ives Homeowners Association.

40. Landscape plans must be approved and landscaping installed prior to occupancy. All yards shall be of solid sod except as otherwise initially agreed with the Developer. Any dead plants shall be replaced immediately. There shall be a minimum of one (1) two (2) inch caliper tree within the front yard of a single-family residence.

41. No common area to be used for personal use, ex: storage, grass clippings, gardens, etc.

42. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2035, at which time said covenants shall be automatically extended to successive periods of ten (10) years unless by vote of the majority of the owners of the lots it is agreed to change said covenants in whole or in part.

43. If an owner of a lot shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property, or the Homeowner' 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 so doing or to recover damages or other dues for such violation.

44. Invalidation 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.

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

46. Window treatments must have white lining. Blinds must be white or a natural wood-tone and must be at least 2” faux wood. No mini blinds are allowed. Blinds or window treatments must be installed within 30 days of occupancy. No decorations to be stuck on windows with the exception of holiday décor.

47. No property owner shall oppose Annexation by the City of Hernando or a connection of the development’s streets to future developments.

48. All lot owners or builders will be required to register for a residential lot coverage permit thru MDEQ until said lot or lots have final sod in place.

49. To the extent that any of these covenants and restrictions are less restrictive than any of the City of Hernando or DeSoto County, whichever applies, ordinances or regulations, the City of Hernando or DeSoto County, whichever applies, ordinances or regulations shall govern.

**LIFESTYLE COMMUNITIES LLC
DEVELOPER**

By 

Brian D. Hill, Member

**STATE OF MISSISSIPPI
COUNTY OF DESOTO**

Personally came and appeared before me, the undersigned authority in and for the said county and state, on this 19th day of January, 2022, within my jurisdiction, the within named Brian D. Hill who acknowledged that as a Member of Lifestyle Communities, LLC and in said capacity he executed the above and foregoing instrument.





Notary Public