



Prepared by and Return to:
Kelly H. Smith, MSB 99238
Apperson Crump PLC
5915 Getwell Rd., Bldg C, Ste 3
Southaven, MS 38672
901 271-2730 N/A

Declarant:
KO Capital, LLC
8271 Industrial Dr.
Olive Branch, MS 38654
(901) 496-9882

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR HUNDRED ACRE WOODS SUBDIVISION**

THIS DECLARATION, made on the date hereinafter set forth by KO Capital, LLC, hereinafter referred to as "Declarant."

Whereas Declarant is the owner of certain property in the County of DeSoto, State of Mississippi, as shown on the plat and recorded in Plat Book 146, at Page(s) 15-16 in the Chancery Clerk's office of DeSoto County, Mississippi and located in the Northwest and Southwest Quarters of Section 14, Township 4 south, Range 8 West, DeSoto County, Mississippi.

Whereas Declarant desires that said property shall be held, sold and conveyed subject to certain easements, restrictions, covenants and conditions, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. More specifically, it is the intention of Declarant in the drafting of these Restrictions and approval requirements that the Subdivision be improved in conformity with a more natural environment.

Now therefore, Declarant hereby declares that all of the properties described above shall be so subject to the following Covenants, Conditions and Restrictions:

Definitions

A. "Lot" means the parcels of land in the Properties upon which a residence may be constructed and does not include the Common Area, if any.

B. "Declarant" means KO Capital, LLC, a Mississippi limited liability company, its successors and assigns.

C. "Declaration" means the Declaration of Covenants, Conditions and Restrictions as the same may be supplemented or amended from time to time.

D. "Improvement" means all buildings, outbuildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, mail boxes, driveway columns, lights and utility poles and lines and any other structure of any type or kind. Improvements to be placed on any building site require the approval of the Declarant.

E. "Living Area" means those heated and air-conditioned areas which are completely finished as a living area, and shall not include garages, carports, porches, patios or storage areas.

F. "Owner" means any person who owns fee simple title to any lot within the property and shall not mean a mortgagee, unless until such mortgagee has acquired title through foreclosure or any proceeding in lieu of foreclosure and shall also not mean a builder who is building a residence to sell and convey to a homeowner.

G. "Property" or "Properties" shall mean the real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration which is located in DeSoto County, State of Mississippi and is more particularly described herein, all of which property shall be referred to as the "Property." From time to time, Declarant may (but is not required to) subject other properties to this Declaration by filing such supplemental declarations with the description of that property which shall become subject to the terms and conditions of this Declaration.

Architectural Control

A. Review by Declarant: No structure, whether a residence, accessory building, tennis court, swimming pool, fence, wall, exterior lighting, or other improvement, shall be constructed upon any lot and no alteration thereof shall be made or performed unless complete plans and specifications showing the exterior design, height, building material, elevations and color scheme thereof, the location of the structure on the lot, the location and size of driveways, and the general plan of landscaping and fencing shall have been submitted to and approved in writing by the Declarant.

B. Best Judgment: The Declarant shall exercise its best judgment to see that all improvements, construction, landscaping and alterations harmonize with existing and proposed surroundings, topography and structures.

C. Procedures: The Declarant shall approve or disapprove all plans and requests within ten (10) business days after submission. The Declarant may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the lots including, without limitation, the exterior lighting and planting and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented

for approval. Such rules and such statements of policy may be amended or revoked by the Declarant at any time. No inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the Declarant to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Declarant's discretion as to any such matter.

If any structure, fence, or barrier shall be altered, erected, placed or maintained (including exterior maintenance) upon any lot or any new use commenced on any lot, otherwise than in accordance with plans and specifications approved by the Declarant as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and upon written notice from the Declarant any such structure, fence or barrier so altered, erected, placed or maintained upon any lot in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation.

Fifteen(15) days after the notice of such violation, the Owner or Owners of the lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association by its officers or directors and/or the Declarant shall have the right through its agents and employees to enter upon such lot and to take such steps as may be necessary to extinguish such violation, and the costs thereof including attorney fees and all costs of collection shall be a binding personal obligation of such Owner as well as a lien upon the lot in question upon the recording of such with the Office of the Chancery Clerk of DeSoto County, Mississippi.

Any agent of Declarant or of the Declarant may, at reasonable times, enter upon and inspect any lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful acts by reason of such entry or inspection.

D. Limited Liability: The Declarant shall not be liable for damages to any person submitting requests for approval or to any owner of any lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests. The Declarant may refuse approval on any grounds, including, primarily but without limitation, purely aesthetic conditions.

E. Construction: Once commenced, construction on approved plans shall be diligently pursued to completion within twelve (12) months from start of construction, unless such time is extended by the Declarant.

F. Specific Architectural Restrictions: In addition to the general requirements set forth herein, the following specific *minimum* architectural standards shall apply:

(1) Size: All residences shall be built to contain a minimum number of square feet of heated and cooled living space of 3000 square feet with a first-floor square footage of no less than 2500 square feet.

(2) Garages, etc.: Each residence shall have a garage of an appropriate size to house two or three automobiles, except that residents may have such an attached garage and in addition a

detached garage of a size appropriate to house up to three additional automobiles. All garages must be side load unless unusual conditions exist and as approved by Declarant. All detached garage, workshops or other outbuildings must be of the same exterior design, style and materials as the residence and must be approved by the Declarant.

(3) Antennas Etc.: All radio and T.V. antennas must be installed in the interior or attic of the residence in such a way as not to be visible from the outside. No satellite communication system or dishes larger than twenty (20) inches shall be permitted on the house or lot, and must be installed in the rear of the home or lot. Communications systems equipment shall not be permitted on the front of any house or lot.

(4) Exterior Lighting: Any exterior lighting installed on any lots will either be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent or nearby property. Declarant may require cornice lights on all eaves of the front elevation of a residence.

(5) Driveways: All driveways shall be constructed of washed concrete for at least the first thirty (30) feet or to that point beyond the road ditch. Thereafter said distances, all driveways must either be constructed of washed concrete, limestone bordered by a concrete curb or asphalt bordered by a concrete curb. Driveway culverts must be of sufficient diameter and construction so as not to impede the flow of water and to meet the requirements of the governing party. Culvert headwalls must be covered in washed concrete, masonry, or stone to match the driveway. Any retaining walls shall be constructed of brick, stone or concrete as approved by the Declarant.

(6) Aesthetics

(a) No vent or pipes may protrude through the roof on the front side of any structure. All pipes or vents which protrude through the roof shall be painted the same color as the roof covering. No vents and/or solar panels shall be visible from the front of the structure.

(b) Structures must be of new construction and cannot be relocated from another location. Shell or modular type construction will not be permitted.

(c) Log cabin type structures may be permitted with approval of the Declarant.

(d) Any propane tanks used in connection with the heating of structures or pools must be screened from visibility.

(e) Above ground swimming pools will not be permitted.

(f) All fences of any kind must be approved by the Declarant. Materials which will be considered for approval are only living fences, masonry or wrought iron unless otherwise approved by Declarant.

(g) Vegetable gardens will only be allowed behind the residence and in such a manner as to not be visible from any adjacent street or Lot.

(h) Window air conditioners are not permitted except for one unit in the rear of a detached garage or storage building; provided it is not visible from any adjacent street.

(i) All windows must be constructed of wood or vinyl and shall be a white, black or natural earth tone. Aluminum, metal or silver colored windows are not permitted.

(j) No clothes lines or outdoor laundry shall be permitted.

(k) All roofs must be covered in architectural shingles or, if approved, metal roofing.

(l) No basketball goals shall be allowed to be placed or situated on any street of the subdivision.

(m) **Setbacks:** All buildings built on any lot shall comply with the setback restrictions imposed upon such lot by the recorded plat in the Chancery Clerk's Office of DeSoto County, Mississippi as well as those in effect for DeSoto County, Mississippi. If not stated on the plat or in a deed, the front yard setback shall be seventy-five (75) feet, the side yard setbacks shall be fifteen (15) feet on each side, and the rear yard set-back shall be thirty-five (35) feet.

(n) The Declarant, Declarant, the architects, attorneys, engineers, agents or assigns, shall not be responsible in any way for any defects, plans and specifications submitted, revised or approved nor for structural deficiencies, erosion, sediment, delays or any other matters in connection with or arising out of any plans submitted for approval or any improvements of any type in the Subdivision.

General Restrictions

The following restrictions are imposed as common restrictions upon all lots and Common Areas, if any, for the benefit of each lot and Common Area and may be enforced by the Association.

A. No garbage, refuse, rubbish, limbs, straw, leaves or cuttings shall be deposited on any street, road or Common Area. Such items may be placed on road rights of way on a temporary basis; but only as permitted by the governing authority.

B. No building material of any kind or character shall be placed upon any lot except in connection with construction approved by the Declarant. As soon as building materials are placed on any lot in such connection, construction shall be promptly commenced and diligently pursued, including approved driveways and landscaping and must be completed within twelve (12) months of commencement unless an extension is granted by the Declarant.

C. No clothes lines, drying yards, service-yards, garbage cans (except on the days garbage is to be picked up), wood piles or storage areas shall be located so as to be visible from a street, road or other Lot.

D. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other traditional household pets may be kept, provided that they are not kept, bred or

Covenants, Conditions and Restrictions for
Hundred Acre Woods Subdivision

maintained for any commercial purpose. Pets must be kept on a leash, be fenced in a yard, or kept in the house. Any pet creating a nuisance in the neighborhood, be it from excessive barking, chasing animals, cars or people, or the like, shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance. All of the foregoing notwithstanding, Owners of a Lot consisting of Eight acres or greater may keep horses so long as they are properly maintained and confined to the appropriate Owner's Lot. Additionally, Owners residing on a Lot consisting of at least Three (3) acres may raise up to six (6) chickens so long as (i) there are no roosters kept on the Property; (ii) they shall be appropriately maintained and confined to the appropriate Owner's Lot such that they are not visible to the street or adjacent Properties; and (iii) they are kept and used for personal use only and for no commercial purposes. An additional three (3) chickens may be kept with each additional acre owned up to a maximum of eighteen (18) chickens.

E. Only signs advertising the sale or lease of a lot or house and which are approved the Declarant shall be allowed on or used on any lot.

F. Unless kept in fully surrounded or enclosed area hidden from view and approved by the Board of Directors and the Declarant, no junk vehicle, commercial vehicle, trucks larger than a pick-up truck, camper, or other commercial equipment shall be kept upon any lot, Common Area or street, nor shall extraordinary repair or maintenance thereof be carried out thereon except (a) for bona fide emergencies, (b) for vehicles, boats, equipment and the like kept within approved storage area (c) by Declarant or (d) by the Association for limited periods of time during construction or maintenance activities. All such vehicles shall have a current license plate. Any permitted vehicles shall be parked only on paved surfaces, except as the Association shall otherwise permit. Mobile homes or house trailers are not allowed. If a camper trailer is allowed by the Board to be stored on the property it still may not be used as a residence.

G. None of the lots may be improved, used or occupied for other than for private single family residential purposes.

H. Easements for installation and maintenance of utilities, dams and other Common Areas and drainage of facilities are reserved in rights of way of roads and on the side and rear of each lot as shown on the recorded plat. Each lot owner shall maintain the drainage, drainage easements and culverts on his or her lot(s).

I. Except for actions taken by the Declarant, no lot may be subdivided into two or more lots.

J. All fences, decks, storage buildings, patios, screens, sun control devices, swimming pools, garage and carports, driveways or parking pads, additional rooms, porches, greenhouses, visible attic ventilators, chimneys and metal flues, antennas, satellite dishes, dog houses, retaining walls, mail boxes, driveway entries or columns and any other structure, improvement or addition to a present structure shall be subject to the approval of the Declarant, unless waived in writing by the Declarant.

K. No garage or outbuilding on any lot shall be used as living quarters either permanently or temporarily.

L. Any residence or building or improvement that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable time and the lot restored to an orderly and attractive condition. However, the lot Owner is not required to rebuild the structure as it existed prior to the demolition, only to clean the lot so it presents a neat appearance.

M. No obnoxious or offensive activities shall be carried on upon the lot nor shall anything be done the on which may be or become an annoyance or nuisance to the neighbors. No business or trade of a commercial nature shall be carried on upon any lot, except as would otherwise be permitted by the appropriate governing authority and approved by the Board of Directors.

N. Each lot owner shall take all necessary measures and precautions to prevent or mitigate sediment from leaving his or her lot in compliance with all applicable governmental rules, regulations and statutes by acceptance of his/her deed, each lot owner agrees to release, hold harmless, indemnify the Declarant from any and all claims, damages, and expenses arising out of erosion, sediment or any soil and/or any soil condition of any kind or character in connection with the owner's lot.

O. On any lot upon which an entrance, land mark, fence, sign or other feature (hereinafter "feature") is placed by the Declarant or by the Association for the common benefit of the lot owners, the owner of said lot shall be responsible for maintaining the feature and any landscaping associated with it in a neat and a well-maintained condition. However, title to the feature (but not the land unless designated as Common Area on the plat or by deed) shall be vested in the Association, If any, and if not in the Declarant, either of which may also maintain the feature and enter onto the adjacent property to do so. Should the subject lot owner fail to maintain the feature the Declarant or Association may recover the cost of maintenance from the lot owner and the cost shall become a lien on the lot as provided for herein in other situations.

P. No drilling, quarrying or mining operations of any kind shall be permitted on any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot, nor shall oil wells, tanks, mineral excavations or shafts be permitted on any lot. No above ground fuel storage tanks will be allowed. All mineral rights shall be reserved by Declarant on all lots and common areas.

Declarant's Development Rights

A. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, his transferees, or his or their contractors or subcontractors, from doing or performing on all or any part of Hundred Acre Woods Subdivision actually owned or controlled by Declarant or his transferees or upon the Common Areas, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of the property including without limitation:

1. erecting, constructing, and maintaining thereon such structures and vehicles as may be reasonably necessary for the conduct of Declarant's business of completing and establishing the property as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or
2. conducting thereon his or their business of completing and establishing the property as a residential community and disposing of the property in parcels by sale, lease, or otherwise; or
3. maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the lots;

General Provisions

- A. **Duration:** The Covenants and Restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of and be enforceable by the Declarant, Association, if any, or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for the term of thirty (30) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive period of ten (10) years unless on instrument terminating these Covenants and Restrictions signed by the then Owners of two-thirds (2/3) of the lots has been recorded prior to the commencement of any such ten (10) year period.
- B. **Amendments:** The Covenants and Restrictions may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the lots. Notwithstanding any other provision in these covenants and restrictions, for as long as the Declarant shall own any property within the subdivision or there are additional phases to be added to the subdivision, then these covenants shall not be amended without the written approval of the Declarant. Any amendment must be properly recorded in the Land Records of the Chancery Clerk of DeSoto County, Mississippi. As long as Declarant owns lots in the subdivision, Declarant may make reasonable amendments to these covenants without the consent of any other person. Additionally, Declarant may waive or grant variances from any of the covenants and restrictions, other than those regarding payment of assessments, as to any lot, including setback restrictions, if the Declarant, in its sole judgment, determines such variance to be a minor or insubstantial violation. If applicable, after termination of Declarant's Class B membership in this Association, the right to grant such variances shall be exercised by the Declarant. The foregoing notwithstanding, annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions requires prior approval by the Declarant as long as there is a Class B membership *in* the Association.
- C. **Notices:** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Declarant at the time of such mailing. Each purchaser of a lot shall forward a copy of his recorded warranty deed to the Association or its designee.

D. **Enforcement:** The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

E. **Severability:** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

F. **Attorney Fees:** In any legal or equitable proceeding for the enforcement or to restrain the violation of this instrument or any provision thereof, the prevailing party or parties shall be entitled to attorney fees in such amount as the court finds reasonable. All remedies provided for herein or at law or equity shall be cumulative and not exclusive.

G. **Dissolution:** The Association may be dissolved with consent given in writing and signed by the Owners of not less than two-thirds (2/3) of the lots. Upon dissolution of the Association other than incident to its merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused, acceptance of such assets shall be conveyed and granted and assigned to any nonprofit corporation, Association, trust or other organization devoted to such similar purposes.

H. **Covenant Running with the Land:** This Declaration shall be a covenant running with the land and shall apply to all lots which are created from the property.

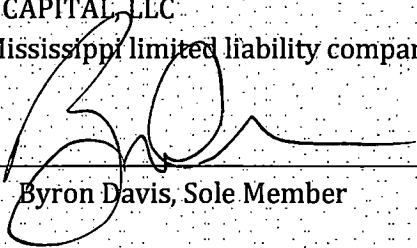
I. **Intent and Interpretation:** The Board shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith and all such interpretation shall be binding on the Owners. Notwithstanding any of the foregoing, it is the intent of this Declaration of Covenants, Conditions and Restrictions to make homes in the subdivision eligible for financing insured by the United States Department of Housing and Urban Development and the Veterans Administration and all provisions hereof shall be construed so as to insure such eligibility.

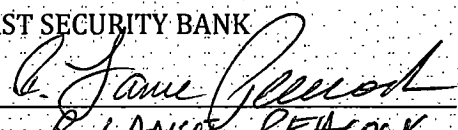
J. **Captions, Headings and Title:** Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and shall not define, limit or affect the subject matter.

[Signature Page to Follow]

SET FORTH on this the 25 day of January, 2023.

KO CAPITAL, LLC
A Mississippi limited liability company

By: 
Byron Davis, Sole Member

FIRST SECURITY BANK
By: 
Name: R. LANCE PEACOCK
Title: Branch President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25th day of January, 2023, within my jurisdiction, the within named Byron Davis, who acknowledged that (he) (she) is Sole Member of K O Capital, LLC, a MS.Limited Liability Company, and that for and on behalf of the said Limited Liability Company, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said Limited Liability Company so to do.

Linda Kay Wheeler

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 25th day of January, 2023, within my jurisdiction, the within named R. Lane Peacock, who acknowledged that (he) (she) is Branch President of First Security Bank, and that for and on behalf of the said Entity, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said Entity so to do.

Ginger Jones

Notary Public

