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STATE OF MISSISSIPPI
COUNTY OF LAMAR

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SANDSTONE VILLAGE SUBDIVISION

WAYNE SMITH
CHANCERY CLERK

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SANDSTONE VILLAGE SUBDIVISION is made and entered into on this 18th day of October, 2006, by SANDSTONE, LLC, a Mississippi limited liability company, (hereinafter referred to as "Declarant").

WHEREAS, Declarant is owner of certain real property located in Lamar County, Mississippi, more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes as if copied at length herein, the same being known as the proposed Sandstone Village Subdivision, a subdivision evidenced by a plat which will be filed with the Chancery Clerk of Lamar County, Mississippi, and Declarant desires to create and develop thereon a residential community with designated common areas and with common facilities, for the benefit of the subdivision (hereinafter referred to as the "Property"); and

WHEREAS, Declarant desires to provide for the preservation of the values in said community and for the maintenance of certain areas as may be designated by the lot owners ("Owners") and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements and matters hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof; and

WHEREAS, the primary purpose of these covenants and the foremost consideration in the origin of same has been the creation of a residential subdivision which is aesthetically pleasing and functionally convenient. Declarant has deemed it desirable, for the efficient preservation of the values in said subdivision, to provide this Declaration for the benefit of Declarant and the Owners.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied and subject to the covenants, conditions,

Amendment
FOR ~~RECORD~~ OF THIS INSTRUMENT SEE
BOOK 19-R PAGE 160
This the 28th day of Nov, 2007
BY Wayne Smith Chancery Clerk
Sharon Newie D.C.

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restrictions and easements (sometimes referred to as "Covenants and Restrictions") hereinafter set forth:

1. These covenants shall apply in their entirety to the area known and described as Sandstone Village Subdivision, Lamar County, Mississippi, as shown on the recorded plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi.

2. No lot in Sandstone Village Subdivision shall be used except for residential purposes. No commercial building of any type shall be erected, nor shall any commercial activity be conducted on any lot. It is not the purpose of this restriction to preclude hobby farming or other similar small-scale projects.

3. All lots shall be for single-family residences and no lot may be subdivided in any manner unless the written consent of the Declarant has been given and such consent exhibited on the land records of any lot so subdivided.

4. No dwelling shall be constructed having less than 2,000 square feet of heated and cooled area, exclusive of open porches and garages.

5. Manufactured housing (manufactured homes) or mobile homes will not be permitted in the subdivision.

6. Easements for installation and maintenance of utilities and drainage facilities are being reserved by the Declarant. Declarant shall initially pay the power bill for common area lighting and shall likewise pay for lawn maintenance of the common areas for the shorter period of thirty (30) months from the date hereof or the date upon which the last lot has been sold by Declarant. The Owners shall be liable for said expenses after that time if they so choose.

7. No structure of a temporary character including basements, tents, shacks, garages, barns or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

8. No noxious or offensive activity, nor any other type of nuisance shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No garbage or other debris shall be allowed to accumulate on the Property.

9. No truck or vehicle exceeding one-ton shall be stored or parked on any lot, common area or other area at any time. All automobiles owned or used by Owners or

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occupants, other than temporary guests and visitors, shall, as far as possible, be parked in enclosures that screen the automobiles from the street view. No inoperative vehicles of any kind or unused equipment or materials shall be permitted to remain on any portion of any lot for a period in excess of thirty (30) days.

10. No animals, livestock or poultry of any kind shall be raised, bred, kept, staked or pastured on the common areas or on any lot, except dogs, cats, birds or other household pets. Household pets, such as dogs or cats, must be contained within an Owner's property, unless a leash is used.

11. Declarant has established three (3) sets of plans for residential housing. Each Owner must select a home from one of those three (3) sets of approved plans. No other house plan will be allowed.

12. No residential building shall be erected on any lot nearer than thirty (30) feet from the front lot line, twenty (20) feet from the rear lot line and fifteen (15) feet from side lot line.

13. Each residential building shall provide for off-street parking in the form of a paved driveway extending from the street paving to the garage or carport. No parking on the street by Owners shall be allowed.

14. The Declarant hereby reserves the right at any time to alter or amend these Covenants and Restrictions in any manner without the consent of any Owner by the filing of a supplemental declaration or an amendment. The Declarant's right to alter or amend these Covenants and Restrictions shall only terminate when the Declarant has sold all of the lots in the subdivision.

IN WITNESS WHEREOF, Declarant has caused this instrument to be duly executed on the day and year first written hereinabove.

DECLARANT:

SANDSTONE, LLC, a Mississippi limited liability company

BY: 

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STATE OF MISSISSIPPI
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18th day of October, 2006, within my jurisdiction, the within named W. C. Clemons who acknowledged that he is Manager of SANDSTONE, LLC, a Mississippi limited liability company, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

Ann Warden
NOTARY PUBLIC

My commission expires:



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STATE OF MISSISSIPPI
COUNTY OF LAMAR

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WATSE GUTH
CLERK

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SANDSTONE VILLAGE SUBDIVISION

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SANDSTONE VILLAGE SUBDIVISION is made and entered into on this 26th day of Nov, 2007, by SANDSTONE, LLC, a Mississippi limited liability company, (hereinafter referred to as "Declarant").

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Sandstone Village Subdivision (the "Declaration") was executed on the 18th day of October, 2006, by Declarant; and

WHEREAS, the Declaration is recorded in Land Deed Book 18-T at Page 696 among the land deed records of Lamar County, Mississippi; and

WHEREAS, Paragraph 14 of the Declaration stated that the Declarant did reserve unto it the right at any time to alter or amend the Declaration in any manner without the consent of any Owner by the filing of a Supplemental Declaration or Amendment; and

WHEREAS, the Declarant does wish to amend the Declaration; and

WHEREAS, the only Owners in the said Sandstone Village Subdivision are the Declarant and Nate Rolison, Inc., a Mississippi corporation, which said corporation executes this Amendment for the purposes of indicating its agreement to the filing hereof.

NOW, THEREFORE,

FOR AND IN CONSIDERATION of the premises and for other good and valuable consideration, the receipt, adequacy and sufficiency of all of which being hereby irrevocably acknowledged and confessed, the Declarant hereby amends the Declaration in the following manner.

1. Paragraph 4 of the Declaration is hereby amended by deleting the reference to "2000 square feet" and inserting in its place and stead "1800 square feet."

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2. Paragraph 11 of the Declaration is hereby amended by deleting the requirement of "three (3) sets of plans" and inserting in its place and stead "five (5) sets of plans."

3. In all other respects, except for herein amended, the said Declarations of Covenants, Conditions and Restrictions for Sandstone Village Subdivision referenced hereinabove is hereby ratified and re-affirmed.

IN WITNESS WHEREOF, Declarant has caused this instrument to be duly executed on the day and year first written hereinabove.

DECLARANT:

SANDSTONE, LLC, a Mississippi limited liability company

BY: 

READ, APPROVED AND AGREED TO:

NATE ROLISON, INC., a Mississippi Corporation

BY: 