

**ORDER: APPROVE PLANNING COMMISSION'S RECOMMENDATION TO
APPROVE STEEPLE CHASE PLAT AMENDMENT REQUEST TO COMBINE LOTS
61, 62 AND 68, WITH THE ATTACHED REQUIREMENTS**

Motion was made by Chad McLarty, duly seconded by Larry Gillespie, to approve Planning Commission's recommendation to approve Steeple Chase plat amendment request to combine lots 61, 62 and 68, with the attached requirements.

The vote on the motion was as follows:

Supervisor Brent Larson, absent
Supervisor Larry Gillespie, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 5th day of October, 2020.



**Mike Roberts, President
Board of Supervisors**



Sherry Wall, Chancery Clerk

The Lafayette County Planning Commission recommends approval of the Steeple Chase plat amendment combining lots 61, 62 and 68 with the following requirements for signatures on the amended plat:

Owner's Certificate

I/We, (TYPED IN OWNERS NAME), the owner(s) of Lots 61, 62 & 68, certify that I/we did cause said land to be combined and platted as shown on the attached plat of Lot 62 Amended of Steeplechase Subdivision and described thereon.

Witness my hand and signature this the _____ day of _____, 20 _____.

Owners Signature

Owner's Notary Certificate

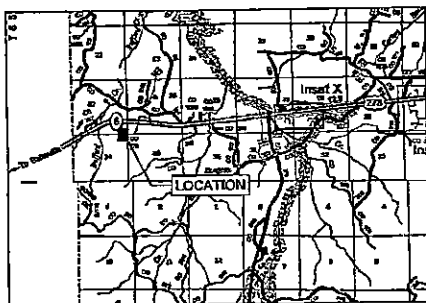
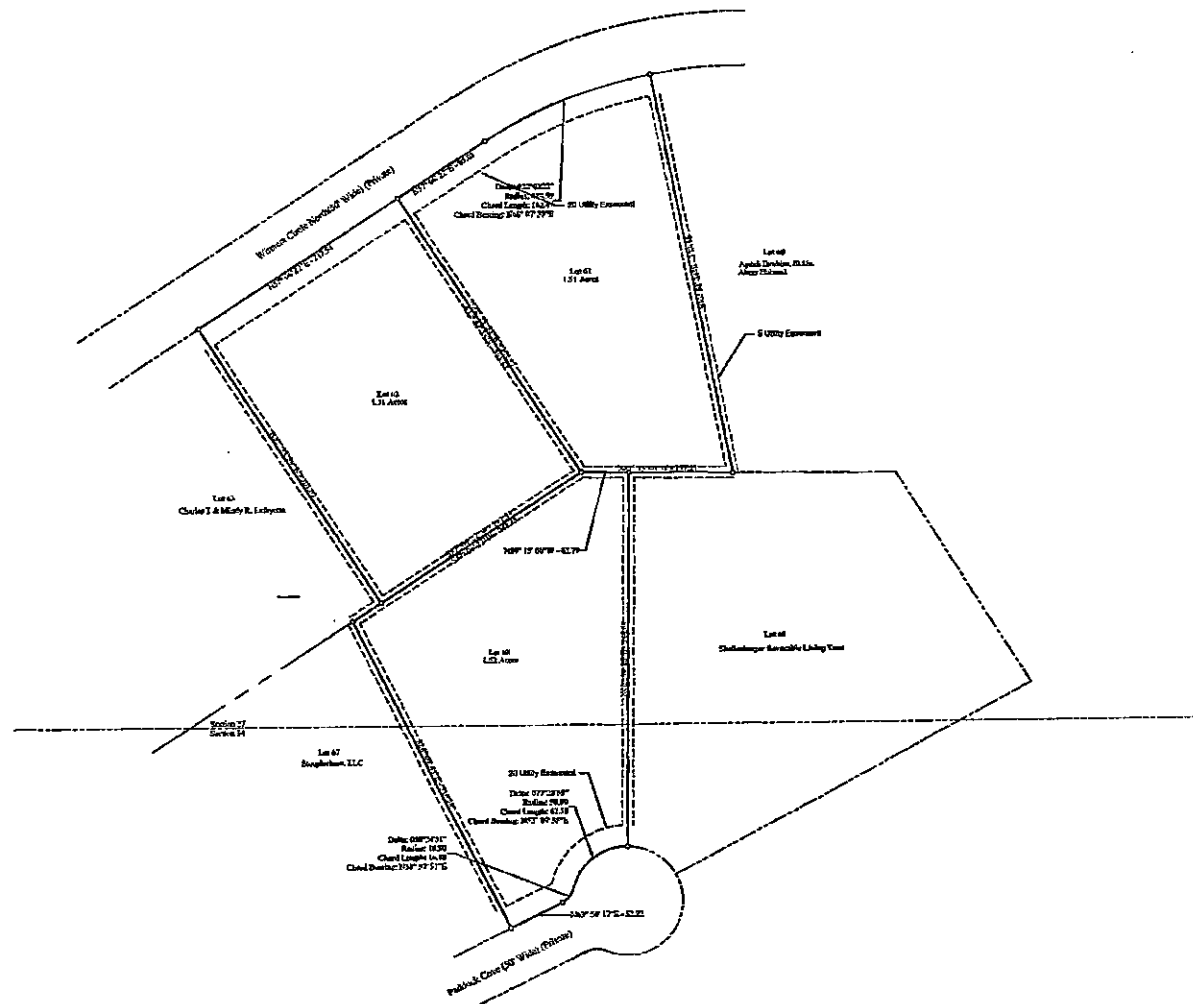
Homeowners Association Certificate

"I/We, _ (type in the HOA Reps name) _ , the authorized representative for Steeplechase Homeowner's Association, Inc., do hereby adopt this plat amendment for the combining of lots 61, 62 & 68 to be now known as lot 62 in accordance with the "Restrictive Covenants Steeplechase Subdivision" as found recorded in the Lafayette County Chancery Clerk's office.

(Name, Position)

Date

Homeowners Association Notary Certificate



VICINITY MAP - LAFAYETTE COUNTY
SCALE 1" = 1 MILE



All bearings are referenced to the record plat of the Subdivision Survey as recorded in the Office of the County Clerk of Lafayette County, as re-established from existing monuments from this survey.

David A. Smith, II, PLS		Subdivision Survey		Date of Survey	
Professional Seal - All Subdivisions		Surveyed 10-11-07		Date of Plat	
2004 Jordan Lane		Lafayette, Missouri 64503		Sheet of Plat	
David A. Smith, II, PLS		Lafayette, Missouri 64503		DWG#2250	
Scale 1" = 40'	North Arrow	Surveyed 10-11-07	Surveyed 10-11-07	Surveyed 10-11-07	Surveyed 10-11-07

Consequences of the errors

On March 14, 1941, a fire broke out on the South side of the main building of the University of Wisconsin, near the North

South 10 degrees 51 minutes 16 seconds East, for a distance of 373.96 feet to a point; thence

At a distance of 18 m from the source, the wind speed was 1.4 m/s, for a distance of 94.47 m to a point, the distance

Source: U.S. Department of Commerce, Bureau of Economic Analysis, *Real Gross Domestic Product* (Washington, D.C.: U.S. Government Printing Office, 1997), table 3.1.1.

... ..

Each 63 covers 50 minutes 17 seconds West along said right-of-way, for a distance of 57.72 feet to a point; thence

North 25 degrees 00 minutes 43 seconds West, for a distance of 3.1668 feet to a point where

North 27 August 60 Hamburg 22 persons killed, 120 in custody in 3 AM. 44 hours in 10 hours, 2000000

North 57 degrees 06 minutes 22 seconds East along said right-of-way, for a distance of 312.62 feet to a point; thence

63 degrees 07 minutes 15 seconds East to the POINT OF BEGINNING and containing 4.54 acres and all being in the

Degree Certificate

utility represents and belongs and is dedicated to the public and/or private utility companies which serve the jurisdiction and
dedication is the owner's own act and deed of their own free will.

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References & Resources

I certify that this instrument was filed

Chancery Clerk
 Lafayette County

County

Leflore County, Mississippi

[illegible]

Asst _____
Company Clerk

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Accepted and approved by

of the Board of Supervisors recorded in Minute Book _____ on Page _____.

Signed: _____

Amount Chancery Clerk

I hereby certify that the

124

it hereby certifies that the
aforementioned conditions have



From: Lonnie Everill
To: Steeplechase HOA
Cc: Lonnie Everill; Lonnie Everill
Subject: Planning Commission Meeting Notification
Date: Tuesday, September 15, 2020 6:51:03 PM
Attachments: CamScanner 09-15-2020 18:37:08.pdf

Please see attached letter that was sent to all adjoining neighbors of my intention to join lots 61 and 68 to my primary lot (62). The planning commission meeting is on September 28, 2020, at 530 p.m.

Please note, DUE TO THE COVID-19 PANDEMIC AND SOCIAL DISTANCING REQUIREMENTS, INTERESTED PARTIES SHOULD CONTACT THE PLANNING DEPARTMENT AT 662-236-0237 ON September 25, 2020 FOR UPDATES AND INSTRUCTIONS ON HOW TO ATTEND THE MEETING. PUBLIC COMMENTS, QUESTIONS OR CONCERNS CAN BE SUBMITTED VIA EMAIL TO planning@lafayettecoms.com OR IN WRITING TO THE PLANNING DEPARTMENT.

Based on our previous conversations and the original covenants indicating that "two or more lots may be joined" into a single lot, I assume there is no objection from the HOA; however, if you have any concerns...could you please let me know.

Also, if you could please confirm receipt of the email.

Thanks again and I hope all is well,

Lonnie Everill

Sent from my iPhone



Lonnie Everill <leverill@gmail.com>

Planning Commission Meeting Notification

Steeplechase HOA <steeplechasemshoa@gmail.com>
To: Lonnie Everill <leverill@gmail.com>

Fri, Sep 18, 2020 at 10:57 AM

Yes Lonnie we received it sorry for the delay and the HOA has no objections to your request to convert to one lot. If we can help with anything else please let me know. Barry HOA president

Sent from my iPhone

On Sep 18, 2020, at 10:05 AM, Lonnie Everill <leverill@gmail.com> wrote:

Good morning,
[Quoted text hidden]
<CamScanner 09-15-2020 18.37.08.pdf>

Sent from my iPhone

Prepared by and Return to:
Scott R. Hendrix, MSB #10680
Mitchell, McNutt & Sams, P.A.
P.O. Box 7120
Tupelo, MS 38802
(662) 842-3871

INDEXING INSTRUCTIONS: Steeplechase Subdivision, Plat Cabinet B, Slide 157, Southwest Quarter of Section 26, Southeast Quarter of Section 27, Northeast Quarter of Section 34, Northwest Quarter of Section 35, Township 8 South, Range 5 West of the Chickasaw Meridian, Lafayette County, Mississippi.

**MODIFICATION OF THE RESTRICTIVE COVENANTS FOR
STEEPLECHASE SUBDIVISION**

The undersigned, making up a majority of the home/lot owners of the Steeplechase Subdivision, hereby modify the Restrictive Covenants applicable to Steeplechase Subdivision, a Plat of said Subdivision being recorded in Plat Cabinet B at Slide 157 of the records of Maps and Plats on file in the Office of the Chancery Clerk of Lafayette County, Mississippi, and which covenants are recorded as Instrument 200612762, and as amended and recorded as Instrument 200707100, in the Land Records on file in the Office of the Chancery Clerk of Lafayette County, Mississippi, which said modification is as follows, to-wit:

1. All references in the Restrictive Covenants and Amended Restrictive Covenants to the "Developer" and "White Development Corp." are hereby amended, replaced and modified to read in the place and stead thereof the "Steeplechase Homeowners Association." Said Association may act through one or more committees as it sees fit to fulfill its duties and obligations under the Restrictive Covenants.

2. Item 8 is deleted in its entirety and replaced with the following:

8. The minimum living area of any single story dwelling shall be: a) as to Lots 17 through 28 and Lots 76 through 80: 2,500 square feet; and b) as to all remaining lots: 3,000 square feet. The minimum heated living area of any one and one-half (1½) or two (2) story houses shall be: a) as to Lots 17 through 28 and Lots 76 through 80: 2,500 square feet with a minimum of 1,800 square feet of heated living area on the ground floor; and b) as to all remaining lots: 3,000 square feet, with a minimum heated living area of 2,000 square feet of heated living area on the ground floor.

3. Item 29 is amended as follows, such that the last three sentences read: "The developer, White Development Corporation, will establish . . . collected at tax time," shall be and are hereby deleted, and replaced with the following:

The Steeplechase Homeowners Association may be organized and shall be made up of all home/lot owners owning a lot in the Steeplechase Subdivision. Said Association shall have the power to create its own bylaws and shall have the authority to assess and collect dues and special assessments in relation to said lots. Any unpaid dues shall constitute a lien upon the lot upon which the dues are assessed, and said lien shall remain outstanding until paid. The Association may enroll said liens in the land records of Lafayette County, Mississippi, but such enrollment is not necessary for said lien to be effective.

In all other respects, the Restrictive Covenants applicable to Steeplechase Subdivision and recorded as Instrument 200612762 of the Land Records on file in the office of the Chancery Clerk of Lafayette County, Mississippi, as amended by Amended Restrictive Covenants recorded in the office of the Chancery Clerk of Lafayette County, Mississippi as Instrument 200707100, shall remain in full force and effect.

Witness the signatures of the undersigned, as of the date of the individual acknowledgements below, and ultimately effective as of the last acknowledgment shown below.

RENASANT BANK,
Owner of Lots 1, 3-4, 6-30, 32-37, 39-45,
50-55, 58-59, 61-62, 66-68, 70-86, and ~~88~~

MECHANICS BANK,
Owner of Lot 56

By: _____
Its: _____

By: _____
Its: _____

MISSISSIPPI
COUNTY

AMENDED

2007 JUL 11 PM 1:47

RESTRICTIVE COVENANTS
STEEPLECHASE SUBDIVISION

CHANCERY CLERK

BY DC

Sherry Wall

Each of the lots in the Steeplechase Subdivision shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance of the property.

1. No lot shall be used for any purpose other than single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one building for residential use with a private garage (for no more than four vehicles), and one detached building used as an additional garage or storage building. The detached building must be set to the rear of the residence. ~~Two or more lots may be combined for use as a single lot and, in such case, the interior lot line may be disregarded and the utility easements (unless in use) will be automatically revoked. In the event such lots are combined under one ownership for use as a single lot, no part of the combined lot may be sold or conveyed, except to the original size of the lots before being combined. No single lot may be subdivided into two or more lots for any purpose.~~

2. All dwellings and detached buildings on the lots must be in compliance with the requirements of the Lafayette County Planning Commission and must be properly permitted and inspected by the Lafayette County Building Department. No building, fence, wall or other improvement shall be commenced, erected or maintained upon any lot in the subdivision, nor shall any exterior addition, change, alteration or restoration of or to the same be made until the construction plans and specifications showing the elevations, style, floor plan, size, height, materials to be used, and their location of the same, shall have been submitted to and approved in writing by the Developer as to harmony of external design, construction and location in relation to existing or proposed surrounding structures and topography. The Developer or his assigns must sign off on the proposed plans and specifications before construction can begin. All plans for construction must be submitted to White Development Corporation for approval prior to obtaining building permit. Two sets of plans are to be submitted, with one set being retained by White Development Corp. and one set being noted as approved and returned to the Buyer for submission to the Lafayette County Building Department or other authority as needed.

3. No structure of a temporary nature, such as trailers, basements, tents, sheds, garages, barns, motor homes, mobile homes or other buildings shall, at any time, be used either temporarily or permanently, as a residence. All boats, motor homes recreational vehicles (including four wheelers, motorcycles, etc.), must be parked to the rear of the home behind a wood privacy fence or in a garage.

4. No noxious or offensive trade or activity may be conducted upon any lot, nor shall anything be done thereon which may be, or may become, a nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be conducted from any home in the development. The use of a portion of a Dwelling as an office by the Owner shall not be considered to be a violation of the restriction if such use does not create regular or continual customer, client, or employee traffic. In no event shall any Lot or Dwelling or other improvements on a Lot be used as a storage area for any building contractor.

Chancery Clerk
Lafayette County, Mississippi
I certify the instrument
was recorded on

JULY 11 2007 01:52:56PM

Instrument 200707100 Page 1 of 13

Witness my hand and seal

Sherry Wall D.C.
Sherry Wall

Chancery Clerk
Lafayette County, Mississippi
I certify the instrument
was recorded on

DECEMBER 1 2006 05:06:09PM

Instrument 200612762 Page 1 of 5

Witness my hand and seal

Sherry Wall *S. Wake* D.C.

5. Basements for the installation and maintenance of the utilities and drainage facilities are reserved as shown on the plat.

6. No shell-type or modular-type home will be permitted or erected in the subdivision. All houses must be of new construction and cannot be relocated from another subdivision or from another area. Construction of log cabin type homes will not be permitted. No buildings, including outbuildings shall be erected, placed or altered on any lot in the subdivision until the building plans and specifications, including materials and colors and plot plan showing the locations of such buildings shall be submitted to Developer or designated representative for approval.

7. The exterior of all dwellings shall be primarily of brick veneer (two thirds) or stucco, no vinyl siding is allowed. Must have Cornish lights on all eaves in front of all houses. A two-car garage with side or rear entry is required on all homes, with the maximum allowed being a four-car garage (attached), no open carports. The only exception to a side or rear entry garage is one which is separated from the road by a frontal garage (with side or rear entry) and porte-cochere. All detached garages, workshops, or other outbuildings must be of the same exterior design, style, and materials as the single-family residence and must be approved by the developer or his assigns before construction can begin. All garages shall have electric automatic door openers. All driveways shall be asphalt with garage apron to be washed concrete. Driveway culverts must be a minimum of twenty feet long with brick entry & columns with lights. No vent pipes shall be placed on the front side of any roof of the dwelling. All vents protruding from roofs shall be painted the same color as the roof covering. All exterior colors shall be white, earth tones or muted colors and shall be approved by the Developer before construction. All roof material is to be Slate or Three-Tab Architectural shingles (forty year upgraded shingles) with the color being approved by the Developer. A minimum of one copula and two finials will be installed on roof top. Retaining walls shall be brick, stone or concrete material, shall be approved by developer before construction.

8. The minimum living area of any single story dwelling shall be 3600 square feet. The minimum heated living area of any one and one-half (1½) story houses shall be 3600 square feet with a minimum of 2200 square feet of heated living area on the ground floor. The minimum heated living area of any two (2)-story houses shall be 3600 square feet with a minimum of 2200 square feet of heated living area on the ground floor. Lake lots are to have a minimum of 4500 square feet of living area for any single story. Any one and one-half or two story lake lot shall have a minimum of 2500 square feet of living space on the ground floor.

9. No sign of any kind shall be displayed in public view on any lot, at any time, except one professional real estate sign of not more than six square feet, which advertises the property for sale, or a customized sign used by the builder to advertise the property during its construction and sale.

10. Trash, garbage and other waste and rubbish shall be kept in sanitary containers, provided specifically for these purposes. All containers used for the storage or disposal of such materials shall be kept in a clean, sanitary and orderly condition near the rear of the dwelling.

11. No clotheslines or outdoor laundry shall be permitted.

12. Construction of any dwelling shall be completed within nine months from the date shown on the building permit.

13. Builders shall maintain each job site in a reasonably clean condition. During the construction phase, all trash, building debris, stumps, trees, etc., must be removed from each lot by the builder on a monthly basis or as often as necessary to keep the house and lot in an attractive condition. Such debris shall be legally disposed of offsite. The Buyer shall be required to maintain property in such a condition as to minimize off-site damage from erosions, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued through the establishment of permanent vegetative cover. Buyer acknowledges and agrees that Seller is not responsible for any damages which hereafter may be suffered by Buyer or other property owners or parties as a result of site preparation work carried out by Buyer and his/her subcontractors and Buyer agrees to fully indemnify and hold Seller harmless from any such damages sustained in connection therewith.

14. No vehicles of any kind shall be kept in the subdivision unless it displays current license plates and a current inspection sticker, except for lawn tractors used for property maintenance. No junk cars or trucks or any mechanical devices that are visually in need of repair shall be kept on any lot at any time for any purpose. Any trucks not considered a "pick-up" or not used as a passenger vehicle shall not be kept in the subdivision. Any junk car or truck or mechanical device that is kept within the right-of-way of the existing street shall be subject to removal by the proper authorities without permission of the owner at the expense of owner of said vehicle. Cars, trucks, and other passenger vehicles may be parked in the street right-of-way only for temporary purposes.

15. All front and side yards shall be sodded with Bermuda or Zoysia sod immediately after construction. Proper grading and raking shall be done prior to placement of all sod. All rear yards shall be seeded immediately after construction with steps taken to prevent soil erosion. All lawns shall be mowed and weeded on a regular basis and shall be maintained in a well-kept manner, both during construction and after all construction work has been completed. The minimum amount for landscaping shall be three thousand five hundred dollars (\$3,500.00). This amount is exclusive of grading, soil preparation and sod.

16. Fences shall conform to the design and material standards established within the respective tract. No wire fences of any nature shall be installed within this subdivision. Acceptable materials for fencing are wood, wrought iron, masonry or stucco with a minimum of seven brick columns and must be approved by the Developer or his assigns prior to construction. All lakes lots shall be wrought iron only with a minimum of seven brick columns.

17. Any special landscaping screens including earth berms or embankments, fencing, entryways or lighting and plant material shall remain in place and not be removed.

18. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots in the subdivision, except that dogs, cats or other household pets may be kept providing 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 will be allowed only to the rear of the residence.

19. Mailboxes shall be standard for all residences on all lots in this subdivision. The mailbox will be of one design and color and will be of wrought iron metal, as specified by the Developer.

20. No window air conditioners or solar panels shall be allowed in the development, except that one window air conditioner may be installed in the rear of a detached garage or storage building, so long as it is not visible from the street.

21. All radio and TV. antennas must be installed in the interior of the residence in such a way as not to be visible from outside. No satellite communication system equipment or dishes larger than 20" shall be permitted on any house or lot, and must be installed on the rear of the home or lot. Communications system equipment shall not be permitted on the front of any house or lot.

22. In-ground swimming pools will be permitted. However, fencing of swimming pool area must be within achieved setback lines and constructed with approved materials. No above ground pools will be permitted.

23. There shall be no "silver" or "stainless steel" finished metal doors or windows allowed. Wood or vinyl windows shall be standard for all residences. The color of such finish should be white or natural earth tones.

24. Drainage of surface water, storm water or/or storm water and/or foundation drains may not be connected to sanitary sewers.

25. It shall be the responsibility of each lot owner to maintain and prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot, which would tend to decrease the beauty of any lot, or of the subdivision as a whole. All lots, whether occupied or unoccupied, with any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this provision, there is reserved to the Developer for itself and its agents, the right, after ten (10) days of notice to any lot owner, to enter upon any residential lot with such equipment devices as may be necessary for the purpose of mowing, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash which, in the opinion of the Developer, detracts from the overall beauty or safety of the subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday, and shall not constitute a trespass. The developer may charge owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity, provided, however, that such lien shall be subordinate to the lien of any first mortgage or deed of trust encumbering such lot. The provisions of this section shall not be construed as an obligation on the part of the Developer to mow, clear, cut or prune any lot, nor to provide garbage or trash removal services.

26. No drilling, quarrying or mining operations of any kind shall be permitted upon 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.

27. Neither the Developer, nor any other architect, nor agent thereof shall be responsible in any way for any defects in plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

28. The Developer shall have the right to change, alter, or add to the above regulations and covenants from time to time at his discretion, up until the "restrictive covenants" and subdivision plat have been recorded in the Chancery Clerk's Office of Lafayette County, MS.

29. These covenants, limitations and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them until (thirty years) August 17, 2030, at which time said covenants, limitations and restrictions shall automatically extend for successive ten-year periods unless, by a vote of the majority of the then owners of lots in this subdivision, it is agreed to change said covenants in whole or in part. The developer, White Development Corporation, will establish a paying Homeowners Association group consisting of lot owners and homeowners from within the development. Dues will be collected when lots are sold. White Development will act as president until one-hundred percent (100%) of the lots are sold. Dues will be \$700.00 per year. If dues are not paid a lien will be placed on the lot and collected at tax time.

30. These Amended Restrictive Covenants shall apply to all the lots shown on the Plat Recorded in Plat Cabinet B at Slide 157 in the Office of the Chancery Clerk of Lafayette County, MS, and also described on the attached Exhibit "A"

STEEPLECHASE SUBDIVISION


White Development Corporation
Tommy White