

OWNERS CERTIFICATE

We, Mrs. Mary Lois Droke, and W. G. Droke, owners of the property hereon, hereby adopt this as our plan of subdivision and are willing to dedicate the streets shown to the public's use forever and hereby certify that we are the sole owners and said property is not encumbered. This the 4th day of August, 1959.

Mary Lois Droke, W. G. Droke

CERTIFICATE OF SURVEY

This is to certify that I have surveyed that subdivision shown hereon, and that the plat of same accurately shows the survey and is true and correct. This the 29th day of July, 1959.

J.E. Lauderdale, Civil Engineer

APPROVED BY THE DESOTO COUNTY PLANNING COMMISSION ON THE 29th DAY OF JULY, 1959.

ATTEST: J. P. ... Secretary

APPROVED BY THE BOARD OF SUPERVISORS OF DESOTO COUNTY, MISSISSIPPI, ON THE 5th day of August, 1959.

ATTEST: James P. Lipton, Clerk of the Board

STATE OF MISSISSIPPI, COUNTY OF DESOTO

I hereby certify that the subdivision plat shown hereon was filed for record in my office at 9:30 o'clock A.M. on the 20th day of August, 1959, and was immediately recorded in PLAT BOOK 1, page ...

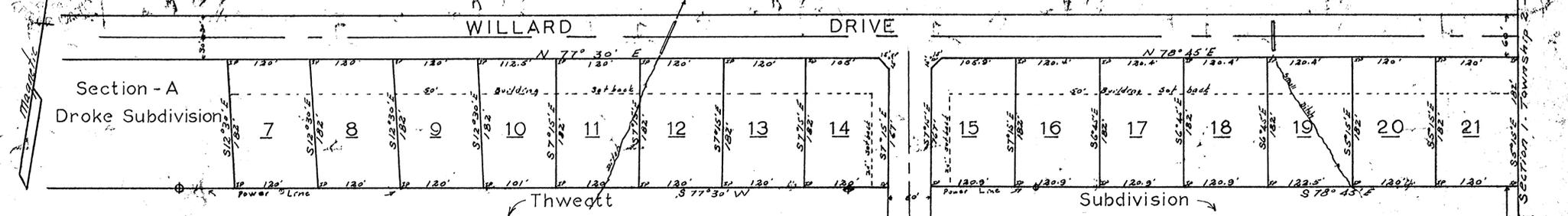
James P. Lipton, CHANCERY COURT CLERK

STATE OF MISSISSIPPI, COUNTY OF DESOTO. This day personally appeared before me, the undersigned authority, Mrs. Mary Lois Droke, who acknowledged she signed and delivered the foregoing plat for the purposes therein mentioned. Given under my hand and official seal of office this the 4th day of August, 1959.

My commission expires Sept. 18, 1962. Kathryn J. Goodwin, Notary Public

STATE OF WASHINGTON, COUNTY OF ... This day personally appeared before me, the undersigned authority, W. G. Droke, who acknowledged he signed and delivered the foregoing plat for the purposes therein mentioned. Given under my hand and official seal of office this the 10th day of August, 1959.

My commission expires ... Notary Public



SECTION B - DROKE SUBDIVISION DESOTO COUNTY, MISSISSIPPI RESTRICTIVE COVENANTS

PART A. SCOPE: These restrictive covenants shall govern construction of buildings and use of all the property located within Section B of Droke Subdivision on Section 2, Township 2, DeSoto County, Mississippi, as shown on the within plat of said subdivision in the office of the Chancery Clerk of DeSoto County, Mississippi, and shall be effective from the date of the filing of said plat. These covenants are deemed by the owner to be essential and necessary to the sound development of said subdivision and to protect and maintain the property values within said subdivision and shall be considered as covenants running with the land for the period of time herein specified and shall be binding upon the present and all the future owners of land within said subdivision. The sole owners of land within said subdivision as of the time for filing these covenants are Mrs. Mary Lois Droke, a widow, and her son, W. G. Droke.

PART B. AREA OF APPLICATION: B-1. Fully Protected Residential Area. The residential area covenants in Part C in their entirety shall apply to all of the lots in Section B of Droke Subdivision as shown by the plat thereof.

PART C. RESIDENTIAL AREA COVENANTS: C-1. Land Use and Building Type. All lots shall be used for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. C-2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by Mrs. Mary Lois Droke so long as she owns an interest in any of the lots in the subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. When all of the lots have been sold by Mrs. Droke, the approval required by this covenants shall be exercised by the architectural control committee as provided in Part D.

C-3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$5000.00 based upon cost levels prevailing on the date these covenants are recorded. The ground floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 600 square feet for all dwellings.

C-4. Building Location. No building shall be located on any lot nearer than 10 feet front line or nearer to the side street line than the minimum building setback line shown on the recorded plat. No building shall be located nearer than 10 feet to any interior lot line or nearer than 25 feet to any rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building.

Two or more adjacent lots owned by one owner may be considered a single lot for the purpose of this covenant.

C-5. Lot Area, Garage Apartments. No lot shall be subdivided into two or more lots within the subdivision, and no more than one dwelling shall be located upon each lot, except, with prior approval of Mrs. Mary Lois Droke, or the committee, a garage apartment may be erected, where, in the opinion of Mrs. Droke, or the committee, such structure will not detract materially from the appearance and value of other properties, and such garage apartments are located behind the main dwelling house. C-6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

C-7. Nuisances. No noxious or offensive activity 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.

C-8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-10. Oil and Mining Operations. No oil drilling, oil development operations, refining, gravel mining or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, gravel excavations or shafts be permitted upon or in any lot.

C-11. Livestock. No animals or livestock shall be kept for breeding or commercial purposes.

C-12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-13. Water Supply and Sewage Disposal. All water supply systems and sewage disposal systems shall be designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Mississippi State Health Department and the DeSoto County Plumbing Code.

PART D. ARCHITECTURAL CONTROL COMMITTEE: D-1. Developer. Mrs. Mary Lois Droke shall exercise full architectural control under these covenants so long as she owns any lots within the subdivision.

D-2. Successor Committee. When Mrs. Mary Lois Droke ceases to own lots within the subdivision, she shall name three persons owning property within the subdivision as the successor architectural control committee. A majority of such committee may designate a representative to act for it. Any vacancy on the committee shall be filled by the remaining members on the committee only from among the then owners of property within the subdivision. A member of the committee shall immediately lose membership when he or she ceases to own property within the subdivision. Neither members of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. A majority of owners of lots shall have the power to change the membership of the committee by duly recorded written instrument.

D-3. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS: E-1. Term. These covenants are to run with the land and shall be binding on all persons and all parties claiming under them for a period of twenty-five years from the date these covenants are recorded, and after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this the 4th day of August, 1959.

Mary Lois Droke, W. G. Droke

ZONING CLASSIFICATION: This property is officially zoned RURAL on date of recording.

SECTION-B DROKE SUBDIVISION DESOTO COUNTY, MISS. JULY 1959 SCALE - 1" = 100' J.E. Lauderdale, C.E.