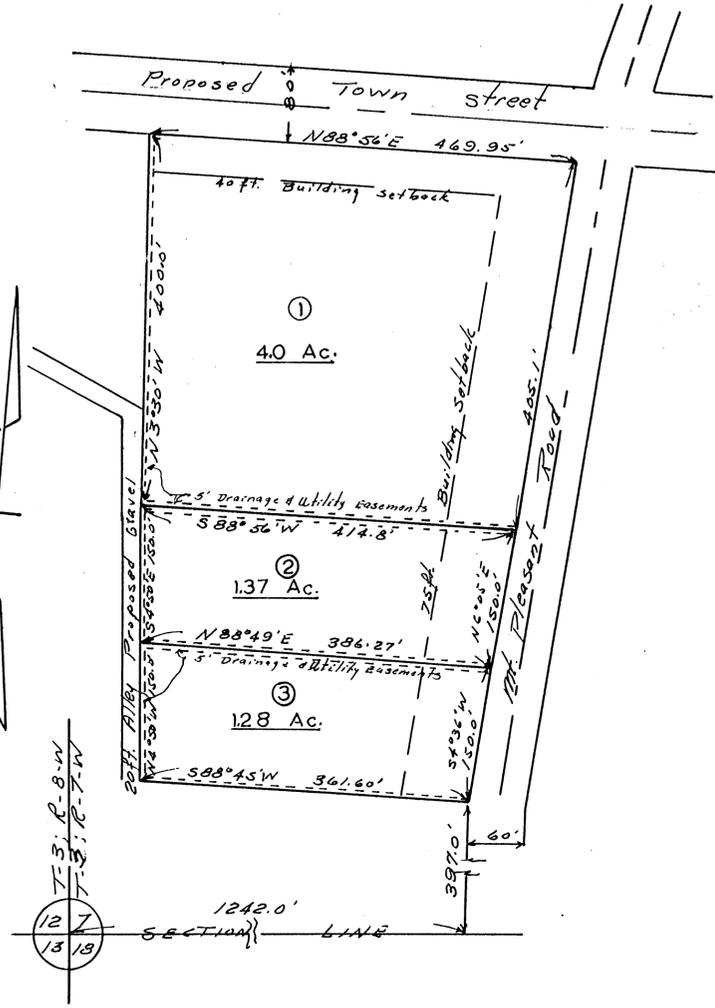


RESTRICTIVE COVENANTS FOR MT. PLEASANT HEIGHTS SUBDIVISION

The following restrictive covenants shall apply to all of the land in Section "A" Mt. Pleasant Heights Subdivision, as shown on the within plat, in Section 7, Township 3, Range 7 West, in the Town of Hernando, DeSoto County, Mississippi:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling and a private garage for not more than three cars, and separate detached buildings incidental to such use. Two or more lots may be combined for use as one lot and, in such case, the interior lot lines may be disregarded insofar as side yard requirements are concerned. In the event two or more lots are combined to use as a single lot, under one ownership, no part of the combined lots may be sold or conveyed except to the original size of the lots before being combined. No single lot in the subdivision as recorded can be re-subdivided into two or more lots for the purpose of building another dwelling.
2. No building shall be erected, placed or altered on any lot until construction plans and specifications have been approved by Mr. and Mrs. J. E. Lauderdale for so long as they own any lot in any section of this subdivision.
3. All water and sewer connections must be connected to the Town of Hernando mains and approved by the Town Engineer. All natural gas connections must connect to Town gas mains.
4. All dwellings and other structures on the lots must be in compliance with the requirements of the Town of Hernando Planning Commission and its successors.
5. Easements five feet (5') wide for installation and maintenance of utilities and drainage facilities are reserved over the rear and along both sides of each lot.
6. No obnoxious or offensive activities 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 business of any kind shall be carried on upon any lot or in any building on any lot. All lots and houses are to be for residential use only.
7. No structure of a temporary character--trailer, basement, tent, shack, garage, barn, or other building--shall be used on any lot at any time as a residence, either temporarily or permanently. No garage apartments will be allowed.
8. No signs 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 sale period.
9. 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.
10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste garbage 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. In no case shall any garbage and refuse be placed in front of the houses, but shall be placed near the service alley for Town pick-up.
11. No building shall be permitted on any lot at a cost of less than \$20,000.00, based on cost levels prevailing on the date these covenants are recorded. The ground (living) floor area of the main structure, exclusive of open porches and garages, shall be not less than 2000 square feet and for a residence of more than one story the minimum ground floor area shall be not less than 1750 square feet.
12. No shell house will be permitted to be built in this subdivision by any contractor in the business of building shell houses, regardless of price or square foot of house. All houses must be of new construction and no house that is moved in from another area will be permitted on a lot. All houses started must be completed within one year from time foundation is placed.
13. No building shall be located on any lot nearer to the front line (75'), or nearer to the side street line (40') than the minimum building setback line shown on the recorded plat. No building shall be located nearer than 15 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.
14. No garage or carport may open up on front of dwelling, and entrance to same shall be from the side or rear.
15. All houses must be constructed of brick veneer on the outside.
16. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, ponies, horses, and other pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.
17. No fence shall be erected on any corner lot nearer to the street line than the house setback line, nor on any other lot nearer to the street line than the rear house line, except that it shall be permissible to erect fence from house to side lot line immediately in front of rear entrance door.
18. When Mr. and Mrs. J. E. Lauderdale cease to own lots within the subdivision, they shall name three persons owning property within the subdivision as the successor Architectural Control Committee. This applies to all sections of this subdivision. A majority of such committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. A member of the committee shall immediately lose membership when he or she ceases to own property within the subdivision. Successor members shall be designated only from among the then owners of property within the subdivision. The committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (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 beginning thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. 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. 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. 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.



Zoning Classification:
A-1 Residential



OWNERS CERTIFICATE Page 46

J. E. Lauderdale and Hautense Lauderdale, owners of the property hereon, hereby adopt this as their plan of subdivision and hereby certify that they are the owners in fee simple of the property, and that said property is not encumbered by any mortgage, or any taxes that have become due and payable. This the 3rd day of April, 1965.

J. E. Lauderdale
J. E. Lauderdale
Hautense Lauderdale
Hautense Lauderdale

Dr. H. M. Wadsworth, Jr. and Mary Frances Wadsworth, as owners of Lot No. 1 of Mt. Pleasant Heights Subdivision, approve these covenants for their lot.

Henry M. Wadsworth, Jr., M.D.
Dr. H. M. Wadsworth, Jr.
Mary Frances Wadsworth
Mary Frances Wadsworth

STATE OF MISSISSIPPI
COUNTY OF DESOTO
This day personally appeared before me, the undersigned authority in and for said County and State, J. E. Lauderdale and Hautense Lauderdale, who acknowledged that they signed and delivered the foregoing plat for the purpose therein mentioned. Given under my hand and official seal of office this the 3rd day of April, 1965.

James P. Dutton
James P. Dutton, Notary Public
My Commission Expires Jan 1, 1968

STATE OF MISSISSIPPI
COUNTY OF DESOTO
This day personally appeared before me, the undersigned authority in and for said County and State, Dr. H. M. Wadsworth, Jr. and Mary Frances Wadsworth, who acknowledged that they signed and delivered the above certificate of approval for the purpose therein mentioned. Given under my hand and official seal of office this the 3rd day of April, 1965.

Louise H. Hall
Louise H. Hall, Notary Public
My Commission Expires _____

STATE OF MISSISSIPPI
COUNTY OF DESOTO
I hereby certify that the subdivision plat shown hereon was filed for record in my office at 2 o'clock P. M. on the 4th day of April, 1965, and was immediately entered upon the proper indexes and duly recorded in PLAT BOOK 3, PAGE 46.

James P. Dutton
James P. Dutton, Chancery Court Clerk
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.

APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF HERNANDO, DESOTO COUNTY, MISSISSIPPI, ON THE 6th DAY OF April, 1965, MINUTE BOOK 3, PAGE 287.
J. B. Bell
J. B. Bell, Mayor

ATTEST: *James P. Dutton*
Town Clerk

APPROVED BY HERNANDO PLANNING COMMISSION ON THE 2 DAY OF APRIL 1965.
Robert P. Sewal PRESIDENT ; *W. H. ...* SECRETARY.

MT. PLEASANT HEIGHTS SUBDIVISION
HERNANDO, MISSISSIPPI
Section 7, Township 3, Range 7 West.
6.65 ACRES
SECTION "A"

Scale: 1" = 60' 0"

March 1965

J. E. Lauderdale.
Civil Engineer
Miss. No. LS-1118