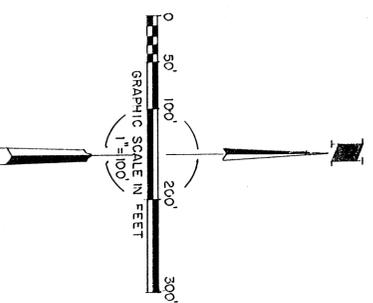
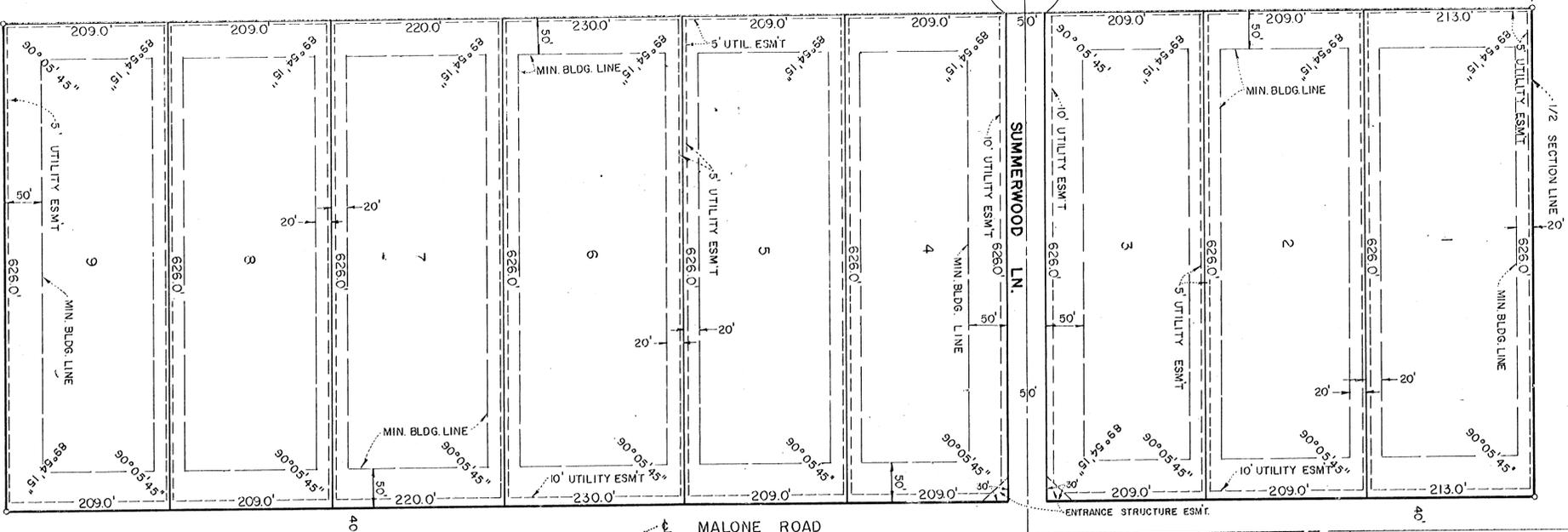


FAIROANS SUBDIVISION



STATE OF MISSISSIPPI
COUNTY OF DESOTO

OWNERS OF THE PROPERTY SHOWN HERON, HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND DEDICATE THE STREETS AS SHOWN TO THE PUBLIC USE FOREVER. WE HEREBY CERTIFY THAT WE ARE THE OWNERS DULY AUTHORIZED SO TO ACT AND THAT SAID PROPERTY IS NOT ENCOMBERED BY ANY MORTGAGES OR TAXES THAT HAVE BECOME DUE AND PAYABLE.

THE SUMMERWOOD VENTURE
BY: *Robert M. Williams, Jr.*
ROBERT M. WILLIAMS, JR.
SECRETARY

STATE OF MISSISSIPPI
COUNTY OF DESOTO

HERON BE THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY AT SOUTHWEST MISS COMMISSIONED AND QUALIFIED PERSONALLY APPEARED BEFORE ME WILLIAMS, JR. WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE HEREIN CONTAINED AS HIS OWN FREE ACT AND DEED.

Deborah S. Williams

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND OFFICE IN SOUTHWEST THIS THE 25th day of SEP, 1976.
MY COMMISSION EXPIRES: 1-3-80

CERTIFICATE OF SURVEY:
THIS IS TO CERTIFY THAT WE HAVE SURVEYED THE PARCELS OF LAND SHOWN HERON AND THAT THIS PLAT CORRECTLY REPRESENTS THE SURVEY THEREOF.

William D. Porter
WILLIAM D. PORTER, CIVIL ENGINEER
MISSISSIPPI LICENSE NO. 6541

APPROVED BY THE DESOTO COUNTY PLANNING COMMISSION ON THE 2nd DAY OF September, 1976
CHAIRMAN: *Robert M. Williams, Jr.*
SECRETARY: *Deborah S. Williams*

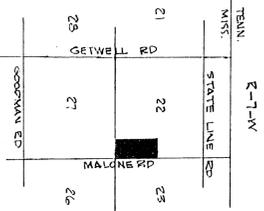
APPROVED BY THE SUPERVISORS OF DESOTO COUNTY ON THE 8th DAY OF September, 1976
PRESIDENT: *Walden Roberts*
CLERK OF THE BOARD: *Cliff Ferguson*

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I HEREBY CERTIFY THAT THE PLAN SHOWN HERON WAS FILED FOR RECORD IN MY OFFICE AT 9:00 O'CLOCK ON THE 16th DAY OF September, 1976
AND WAS IMMEDIATELY RECORDED IN PLAT BOOK 15 PAGES 45-46

Cliff Ferguson
CLERK OF THE BOARD

Septic tanks may be used on lots shown on this plat of subdivision
DESOTO COUNTY HEALTH DEPARTMENT
BY: *John A. Porter*
Health Officer
DATE: 12-13-76



VICINITY MAP

W. H. PORTER / CONSULTING ENGINEERS
3120 SO. PERKINS RD.
MEMPHIS, TENNESSEE

AUGUST, 1976 SCALE: 1"=100'

SHEET 1 OF 2
PART I
SUMMERWOOD
28.22 ACS. IN SECTION 22, T1S, R7W
DESOTO COUNTY, MISSISSIPPI

RESTRICTIVE COVENANTS

1. All lots to be for residential use only. No building shall be erected, altered, placed or permitted to remain on any lot other than on detached, single family dwelling and separate detached buildings incidental to such use. Two or more lots may be combined for use as one lot and in such cases the interior lot lines may be disregarded insofar as side yard easement requirements are concerned. In the event two or more lots are combined to use as 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. All sewer connections and septic tanks must be approved by Mississippi State Board of Health. Water will be from public supply.
3. All dwellings and other structures on the lots must be in compliance with the requirements of DeSoto County Planning Commission and its successors.
4. Easements for installation and maintenance of utilities drainage facilities are reserved over the rear and along both sides of each lot as shown on the recorded plat.
5. 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.
6. No structure of a temporary character - trailer, basement, tent, shack, garage, barn, or other building shall be used on any lot at anytime as a residence, either temporarily or permanently. No garage apartments will be allowed.
7. No signs of any kind shall be displayed to the public view on any lot except professional signs of no more than one square foot for every one hundred square feet of lot area advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sale period.
8. 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 excavation or shafts be permitted upon or in any lot.
9. 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.
10. No building shall be permitted on any lot where the heated area of the main structure, exclusive of open porches and screened areas less than 600 square feet for a one-story dwelling and 1000 square feet for a two-story dwelling, shall be less than 1000 square feet. The floor area of the main structure shall be less than 1500 square feet.
11. No shell or median house will be permitted to be built in the subdivision regardless of the parcel square foot of the house. All houses must be of permanent construction and no house that is moved in from another area will be permitted on a lot except by permission of the developer.
12. 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 purposes. Calves or cattle may be kept on lot in a limited manner, but no cattle feed lot will be permitted. No hogs or goats are to be kept on any lot. Appropriate buildings may be built for these pets.
13. The 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.
14. No building shall be erected, placed, or altered on any lot in this subdivision until the building plans, specifications and plot plan, showing the location of such building, shall have been approved in writing as to conformity and harmony with existing structures in this subdivision and as to location of building with respect to topography and finished ground elevation, by Summerwood Development Company, or by a representative duly appointed by said company. In the event that said company or its designated representative, fails to approve or disapprove such design and location within a period of thirty (30) days after said plans and specifications have been submitted to them, or if no litigation to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with. Neither the members of the company, nor its designated representative, shall be held liable to any person for services performed pursuant to this covenant and any person's designation as representative to this covenant shall cease on and after January 1, 2004. Thereafter the approval described in this covenant shall not be required unless, prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of the majority of the lots in this subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by the committee. 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.

SHEET 2 OF 2

PART I

SUMMERWOOD

2827ACS, IN SECTION 22, T1S, R7W

DESOTO COUNTY, MISSISSIPPI

AUGUST, 1976 SCALE: 1"=100'

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