

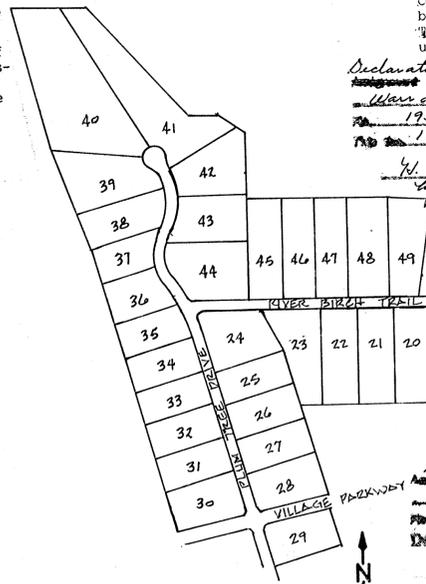
RESTRICTIVE COVENANTS

PLUM POINT VILLAGES SECTION "B"

The following Restrictive Covenants shall apply to all of the land in PLUM POINT VILLAGES, SECTION "B", as shown on the plat located in Section 6, Township 2 South, Range 7 West, Desoto County, Mississippi. These restrictive covenants shall be binding upon all parties owning lots in the properties described herein, or claiming through such parties, until January 1, 2006, unless sooner amended as provided herein. On such date, these restrictive covenants shall be automatically renewed and extended for successive ten (10) year periods, unless amended by a majority of the lot owners.

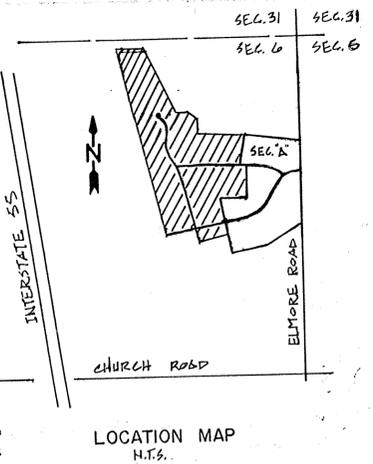
- 1. No lot shall be used for any purpose other than single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one building, a private garage for no more than three vehicles and separate detached buildings incidental to residential use. Two or more lots may be combined for use as one lot in such case the interior lot lines 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 the purpose of building another dwelling.
2. All dwellings or other structures on the lots must be in compliance with the requirements of the Desoto County Planning Commission.
3. No structure of a temporary nature such as trailers, basements, tents, sheds, garages, barns, motor homes or other out buildings shall, at any time, be used, either temporarily or permanently, as a residence.
4. No noxious or offensive trade or activity may be carried on upon any lot nor shall anything be done thereon which may be, or become, a nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be carried on upon any lot.
5. Easements for the installation and maintenance of the utilities and drainage facilities are reserved as shown by the plat. There is a 50-foot minimum front setback from the front property lines, a 50-foot minimum rear setback, and a 20-foot minimum sideyard setback.
6. No shell-type or modular-type home will be permitted or erected in this subdivision. All houses must be new construction. No house may be moved into the subdivision from another area. Construction of log cabin type homes will not be permitted.
7. The minimum area of any single story dwelling in PLUM POINT VILLAGES, SECTION "B", shall not be less than 1,800 square feet, exclusive of open porches and garages. All one and one-half story houses shall have a minimum ground floor area of 1,500 square feet. All two story houses shall have a minimum ground floor area of 1,200 square feet, exclusive of open porches, carports and garages. Houses must have either a double carport or a double garage. All building plans must be approved by the Developer's designated representative prior to construction.
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 customary signs used by the builder to advertise the property during construction and sale.
18. The platted property is subject to those covenants, restrictions and easements as set forth in document filed of record in Book # 185, Page # 293 in the office of the Chancery Clerk of Desoto County, Mississippi, to which document reference is hereby made. Any property owner shall be bound by the terms of said document including, without limitation, the obligation to be a member of the PLUM POINT VILLAGES PROPERTY OWNERS ASSOCIATION.

- 9. The Developer of the subdivision shall retain all mineral rights for the land in PLUM POINT VILLAGES, SECTION "B", for the purpose of retaining the royalty on said minerals if these minerals are developed on adjacent property.
10. No animals, livestock or poultry of any kind may be raised, bred or kept on any lot, except that a limited number of three (3) dogs and/or three (3) cats may be kept for personal use and enjoyment only. Appropriate buildings and enclosures for such animal or pets must be provided. Any waste material deposited by these dogs or cats in the yard must be removed weekly to eliminate the possibility of any odor or potential health hazards.
11. Trash, garbage and other waste and rubbish shall be kept in sanitary containers provided specifically for these purposes. All equipment for the storage or disposal of such materials shall be approved by the County and shall be kept in clean, sanitary and orderly condition.
12. No structure shall be erected, placed or structurally altered upon any lot in this subdivision until the building plans, specifications and plot plan showing the location of such structure have been approved in writing by PLUM POINT VILLAGES Managing Partners, as to the conformity and harmony of quality and exterior design with the existing structures in the subdivision and as to location of the building with respect to the topography and finished grade elevation.
13. No vehicles of any kind shall be kept in the subdivision unless it displays a current license plate and a current inspection sticker, except for tractors used for the property maintenance only. 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 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 the permission of the owner.
14. Wooden fences shall not be permitted nearer than fifty (50) feet from the front property line (No wire fences or chain link fences of any type shall be permitted). No horses or livestock shall be kept or housed nearer than the rear of the permanent dwelling of any lot.
15. Construction of any dwelling shall be completed within twelve (12) months from commencement of construction.
16. Dog pens shall be permitted within the rear yard area of any lot with a chain link fence; however, the chain link fence shall have an outside facing with some type of wood design, such as picket fence construction, lattice sections, etc. No side of the dog pen shall be adjacent to or any part of the adjacent owner's fence dividing the property lines.
17. These restrictions may be altered or amended only by the Developer, or its assigns or successors by written instrument duly executed, acknowledged and recorded; provided, however, the Developer agrees that these restrictions will not be altered or amended without the consent of a majority of the lot purchasers. The Developer shall be considered a lot purchaser and shall have a vote for each unsold lot for the purpose of consent to amendments.



Declaration of Covenants Assignment of this instrument Recorded in Warranty Deed Book 195 Page 382-404 On the 18th day of May 1987 W. H. Ferguson, Clerk by S. Taylor, S.C.

Amendment Covenants Assignment of this instrument Recorded in Warranty Deed Book 195 Page 380 On the 18th day of May 1987 W. H. Ferguson, Clerk DS-10C



NOTE: The installation of driveway culverts is the responsibility of the individual lot owner and not the responsibility of the developer or Desoto County.

PLUM POINT VILLAGES A GENERAL PARTNERSHIP owner of the property hereon, hereby adopt this as our plan of subdivision and dedicate the right-of-way for the roads as shown on the plat of the subdivision to the public use forever and reserve for the public utilities the utility easements shown on the plat. I certify that I am the owner in fee simple of the property and that no taxes have become due and payable. This the 14th day of April 1986. PETE AVIOTTI, Managing Partner BARRY BRIGGSPORTH, Managing Partner

NOTARY'S CERTIFICATE State of Mississippi, County of Desoto. This day personally appeared before me the undersigned authority in and for said County and State, Barry Briggsporth, who acknowledged that he signed and delivered the foregoing plat for the purpose therein mentioned. Given under my hand and official seal of office this the 14th day of April, 1986. My Commission expires: 1-6-89. Notary Public

OWNERS CERTIFICATE BARBARA T. CRENSHAW, MORTGAGEE of the property hereon, hereby adopt this as my plan of subdivision and dedicate the right-of-way for the roads as shown on the plat of the subdivision to the public use forever and reserve for the public utilities the utility easements shown on the plat. I certify that I am the owner in fee simple of the property and that no taxes have become due and payable. This the 14th day of April 1986. Signature of Mortgagee BARBARA T. CRENSHAW

NOTARY'S CERTIFICATE State of Miss. County of DeSoto. This day personally appeared before me the undersigned authority in and for said County and State, Barbara T. Crenshaw, who acknowledged that he signed and delivered the foregoing plat for the purpose therein mentioned. Given under my hand and official seal of office this the 14th day of April, 1986. My Commission expires: 2-25-88. Notary Public

OWNERS CERTIFICATE FEDERAL LAND BANK Assoc. OF SEAFORD, MORTGAGEE of the property hereon, hereby adopt this as my plan of subdivision and dedicate the right-of-way for the roads as shown on the plat of the subdivision to the public use forever and reserve for the public utilities the utility easements shown on the plat. I certify that I am the owner in fee simple of the property and that no taxes have become due and payable. This the 14th day of April 1986. Signature of Mortgagee JOSEPH L. HILL, VICE-PRESIDENT

NOTARY'S CERTIFICATE State of Miss. County of Tate. This day personally appeared before me the undersigned authority in and for said County and State, Joseph L. Hill, who acknowledged that he signed and delivered the foregoing plat for the purpose therein mentioned. Given under my hand and official seal of office this the 14th day of April, 1986. My Commission Expires January 30, 1990. Notary Public

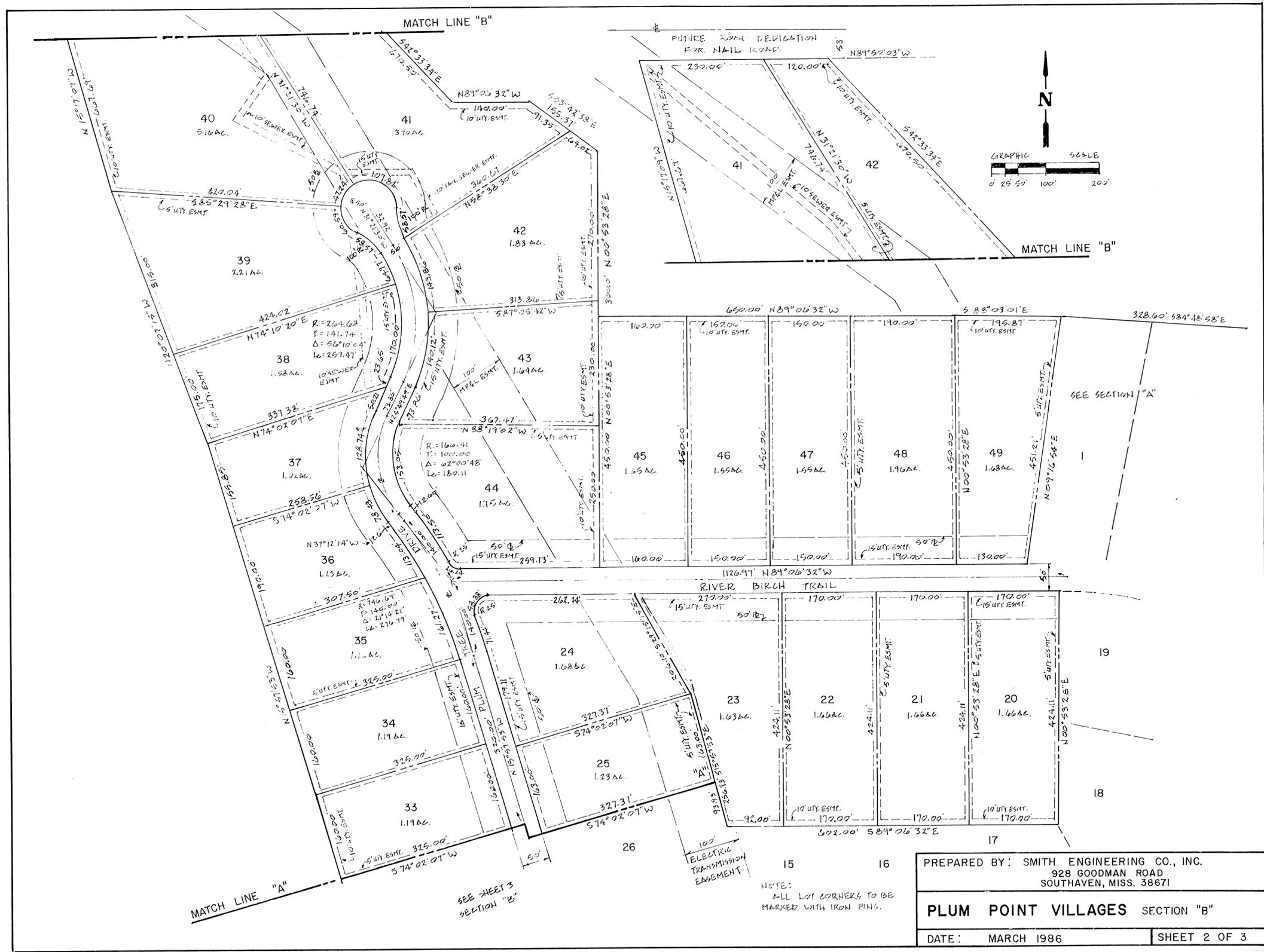
CERTIFICATE OF SURVEY This is to certify that I have drawn the plat from a survey by Ben W. Smith and from deeds of record and that the plat represents the information and that it is true and correct. Signature of Engineer/Land Surveyor

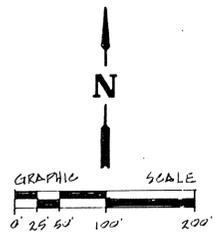
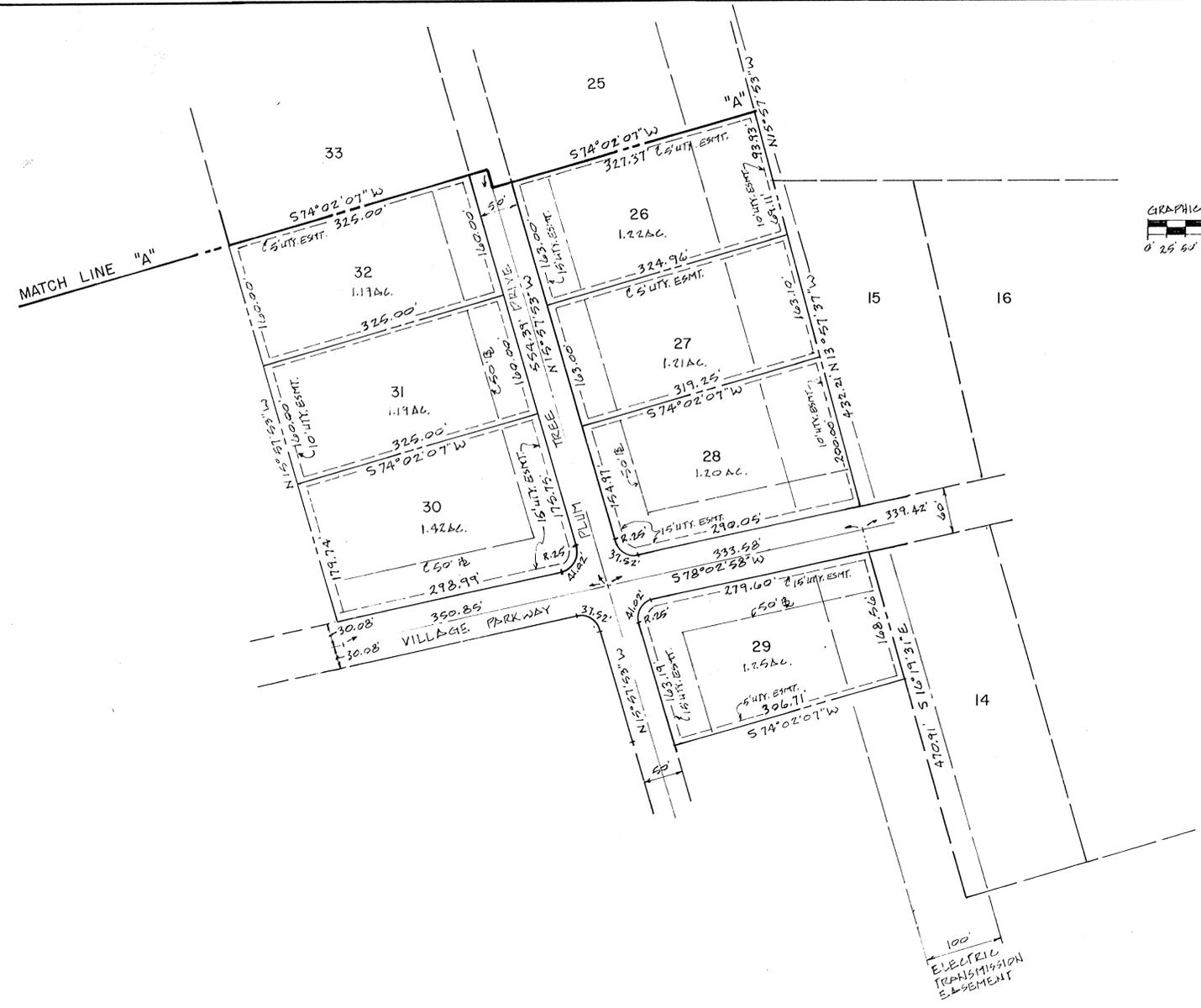
APPROVED BY THE DESOTO COUNTY PLANNING COMMISSION ON THE 31 DAY OF October 1986. Attorney: Nancy Wilson, Esq., Attorney General

APPROVED BY THE DESOTO COUNTY BOARD OF SUPERVISORS ON THE 6th DAY OF November 1986. H. H. Ferguson, President

STATE OF MISSISSIPPI, COUNTY OF DESOTO. I hereby certify that the subdivision plat shown hereon was filed for record in my office at 3:30 o'clock P.M. on the 23rd day of April 1986 and was immediately entered upon the proper Index and duly recorded in plat book number 23, page 12. H. H. Ferguson, Chancery Court Clerk

SECTION "B" PLUM POINT VILLAGES SECTION 6, TOWNSHIP 2 S., RANGE 7 W. DeSOTO COUNTY MISSISSIPPI 55.17 ACRES, 30 LOTS, ZONED AR OWNERS: PLUM POINT VILLAGES PARTNERSHIP PREPARED BY: SMITH ENGINEERING CO., INC. 928 GOODMAN ROAD SOUTHAVEN MISS. 38671 DATE MARCH 1986 SHEET 1 OF 3





NOTE:  
 ALL LOT CORNERS TO BE  
 MARKED WITH IRON PINS

PREPARED BY: SMITH ENGINEERING CO., INC. 928 GOODMAN ROAD SOUTHAVEN, MISS. 38671	
<b>PLUM POINT VILLAGES SECTION "B"</b>	
DATE: MARCH 1986	SHEET 3 OF 3