

PROPOSED RESTRICTIVE COVENANTS  
WEDGEWOOD GOLF COURSE AND SUBDIVISION

The following restrictions shall apply to all of the lots in Wedgewood Golf Course & Subdivision in Section 36, Township 1 South, Range 7 West, Desoto County, Mississippi:

- 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 the 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 and in 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.
- All dwellings or other structures on the lots must be in compliance with the requirements of the Desoto County Planning Commission.
- 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.
- 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.
- Easements for the installation and maintenance of the utilities and drainage facilities are reserved as shown by the plat. There is a minimum setback on R-3 lots of 25 feet from the front property lines, a 25-foot minimum rear setback. All AR lots are to have a 75-foot front setback from the front property lines unless noted otherwise, a 50-foot minimum rear setback, and a minimum of 10 feet and a sum of 25 feet sideyard setback. Certain lots are to be excluded from the minimum front setback upon approval of Don Markle, or his designated representative.
- 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.
- (A) The minimum area of any single-story dwelling in Wedgewood Golf Course and Subdivision Section 36 Lots R-3 shall not be less than 1800 square feet on the course and 1600 square feet off the course, exclusive of open porches and garages. All two-story dwellings shall not be less than 1800 square feet on the course and 1600 square feet off the course, and shall have a minimum ground-floor area of 1700 square feet, exclusive of open porches and garages. All 1-1/2 story dwellings shall not be less than 1800 square feet on the course and 1600 square feet off the course, and shall have a minimum ground floor area of 1200 square feet exclusive of open porches and garages.  
(B) The minimum area of any single-story dwelling on lots AR shall not be less than 2400 square feet exclusive of open porches and garages. All two-story dwellings shall have a ground floor minimum of 1500 square feet, exclusive of open porches and garages. All 1-1/2 story dwellings shall have a ground floor minimum of 1800 square feet, exclusive of open porches and garages. All 2-story and 1-1/2 story dwellings shall have in the two floors a combined minimum of not less than 2400 square feet, exclusive of open porches and garages. All dwellings must have at least a double garage, and may be either attached or detached, with no doors facing the street.  
(C) All dwellings shall be of brick veneer, paint schemes and roof color and design as to complement of whole of subdivision. All detached buildings and structures shall coordinate with residence dwelling. There shall be no portable buildings allowed on any property. All plans and drawings shall be approved by Don Markle or designated representative.
- No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale, or customary signs used by the builder to advertise the property during construction and sale.
- The Developer of the subdivision shall retain all mineral rights for the land in Wedgewood Golf Course and Subdivision, for the purpose of retaining the royalty on said minerals if these minerals are developed on adjacent property.
- No animals, livestock or poultry of any kind may be raised, bred or kept on any lot except a limited number of (2) dogs and/or (2) cats may be kept for personal use and enjoyment. There shall be no outdoor enclosures for such animals or pets other than approved fences. All animals outside of fenced area must be on a leash. Any waste materials deposited by these dogs or cats in the yard must be removed weekly to eliminate the possibility of any odor or potential health hazards.

Assignment and Termination of all rights of Don Markle, Peggy Markle and John S. Markle recorded in warranty deed Bk 463 pg 41 This the 15th day of Jan. 2004 W. E. Davis, Chancery Clerk by B. Cleveland, etc

Assignment and Termination of all rights of Don Markle, Peggy Markle and John S. Markle recorded in warranty deed Bk 464 pg 104 This the 10 day of Feb. 2004 W. E. Davis, Chancery Clerk by B. Cleveland, etc

Amendment to: Recorded in deed Bk 577 pg 295 This the 14th day of Nov. 2004 W. E. Davis, Chancery Clerk by B. Cleveland, etc

Amendment to Declaration of Covenants Recorded in Warranty Deed Book 733 Page 1, This the 20th Day of December, 2013. W. E. Davis, Chancery Clerk by: W. E. Davis, etc

MORTGAGEE'S CERTIFICATE

SUBJECT PROPERTY, MORTGAGEE OF THE PROPERTY 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 AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE 22 DAY OF July, 1989.

Signature of Don Markle, Notary Public

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, DON MARKLE, WHO ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE FOREGOING PLAT FOR THE PURPOSE THEREIN MENTIONED. GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS THE 22 DAY OF July, 1989.  
MY COMMISSION EXPIRES: My Commission Expires 9-27-94

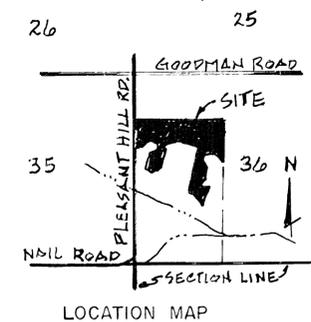
Signature of Notary Public

Proposed Amendments to Restrictive Covenants Warranty Deed Bk 333 pg 767 This the 12th day of July 1989 W. E. Davis, Chancery Clerk by M. Cain, etc

Restated Amended Declaration of Assignment of this instrument recorded in Warranty Deed book No. 256 Page 125 This the 12th day of May 1989 W. E. Davis, Chancery Clerk by J. Woodard, etc

Amendment to Declaration of Covenants Assignment of this instrument recorded in Warranty Deed book No. 235 Page 620 This the 5th day of June 1989 W. E. Davis, Chancery Clerk by M. Cain, etc

Declaration of Covenants Conditions & Restrictions recorded in Warranty Deed book No. 218 Page 533 This the 17 day of Sept. 1989 W. E. Davis, Chancery Clerk by B. Cleveland, etc



NOTE: THIS IS A SUBDIVISION OF LOT 2 OF THE MARKLE 3 LOT SUBDIVISION.

OWNER'S CERTIFICATE

I, DON MARKLE, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, 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 AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE DUE AND PAYABLE. THIS THE 22 DAY OF July, 1989.

Signature of Don Markle, Notary Public

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, DON MARKLE, WHO ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE FOREGOING PLAT FOR THE PURPOSE THEREIN MENTIONED. GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS THE 22 DAY OF July, 1989.  
MY COMMISSION EXPIRES: My Commission Expires December 22, 1994

Signature of Notary Public

DESOTO COUNTY PLANNING COMMISSION  
APPROVED BY THE DESOTO COUNTY PLANNING COMMISSION. DATED THE 29 DAY OF June, 1989.

ATTEST: Secretary and Chairman signatures

DESOTO COUNTY BOARD OF SUPERVISORS

DESOTO COUNTY BOARD OF SUPERVISORS OF Desoto COUNTY, MISSISSIPPI, THIS THE 5 DAY OF July, 1989.

Signature of Clerk for the Board and President

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT HEREOF WAS FILED FOR RECORD IN MY OFFICE AT 1:30 O' CLOCK P.M., ON THE 12th DAY OF September, 1989, AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK 341 AT PAGE 20.

Signature of Clerk for the Board

CERTIFICATE OF ENGINEER

THIS IS TO CERTIFY THAT I HAVE DRAWN THIS PLAT DOWN HEREOF AND THE PLAT OF SAME IS ACCURATELY DRAWN AND INFORMATION FROM A GROUND SURVEY BY ME.

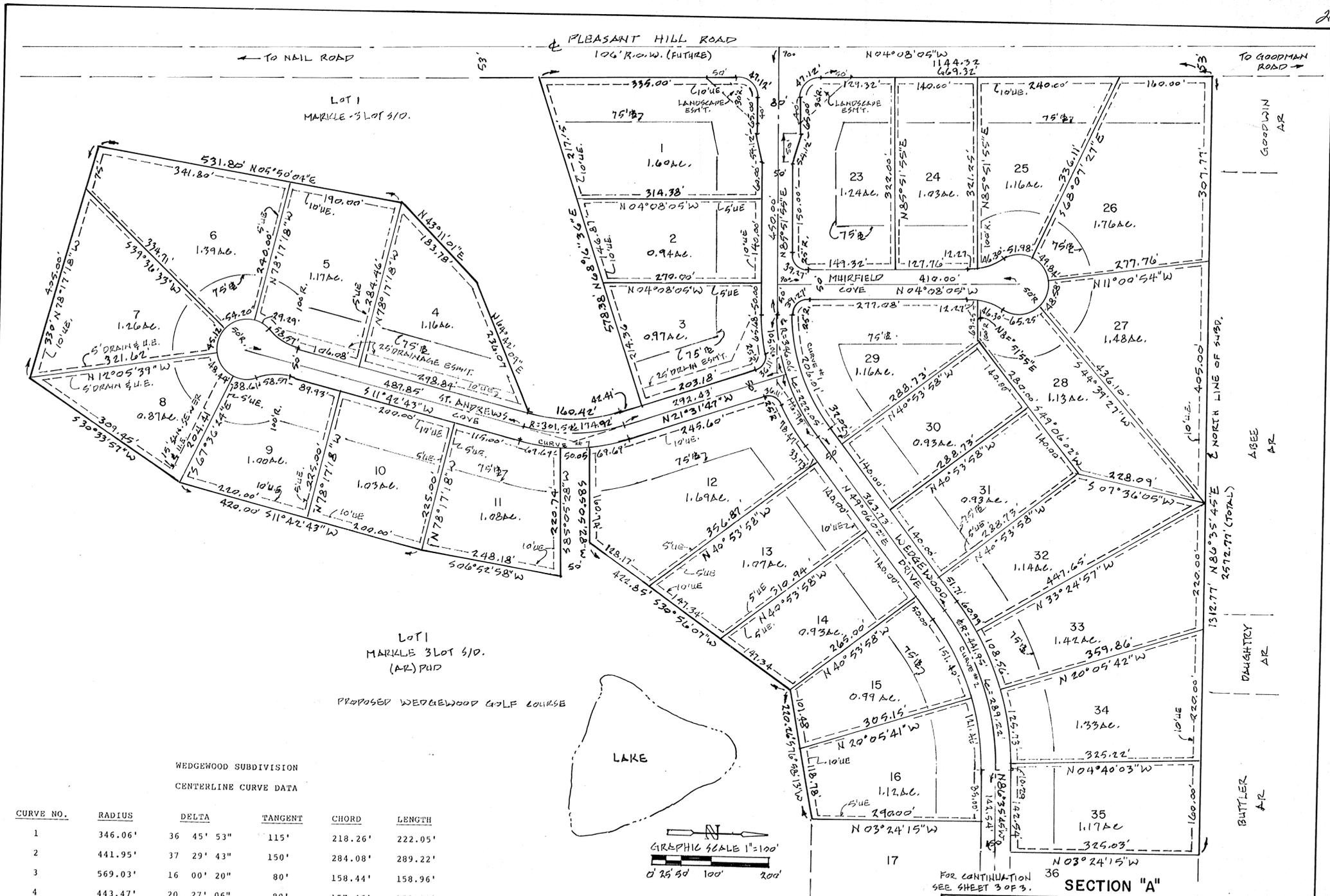


SECTION "A"  
WEDGEWOOD SUBDIVISION  
SECTION 36, TOWNSHIP 1 S., RANGE 7 W.  
DESOTO COUNTY, MISSISSIPPI  
65.726 ACRES, 54 LOTS, ZONED AR (PUD)

OWNER: DON MARKLE

PREPARED BY: SMITH ENGINEERING CO., INC.  
928 GOODMAN ROAD  
SOUTHAVEN, MISS. 38671

DATE: AUGUST 1989 SHEET 1 OF 3



WEDGEWOOD SUBDIVISION  
CENTERLINE CURVE DATA

CURVE NO.	RADIUS	DELTA	TANGENT	CHORD	LENGTH
1	346.06'	36 45' 53"	115'	218.26'	222.05'
2	441.95'	37 29' 43"	150'	284.08'	289.22'
3	569.03'	16 00' 20"	80'	158.44'	158.96'
4	443.47'	20 27' 06"	80'	157.46'	158.30'
5	455.68'	18 41' 35"	75'	148.01'	148.67'
6	492.20'	17 19' 41"	75'	148.29'	148.86'
7	301.50'	33 14' 29"	90'	172.48'	174.92'

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 DESOTO COUNTY, MISSISSIPPI  
 65.726 ACRES, 54 LOTS, ZONED AR (PUD)  
 OWNER DON MARKLE  
 DATE: AUGUST 1989

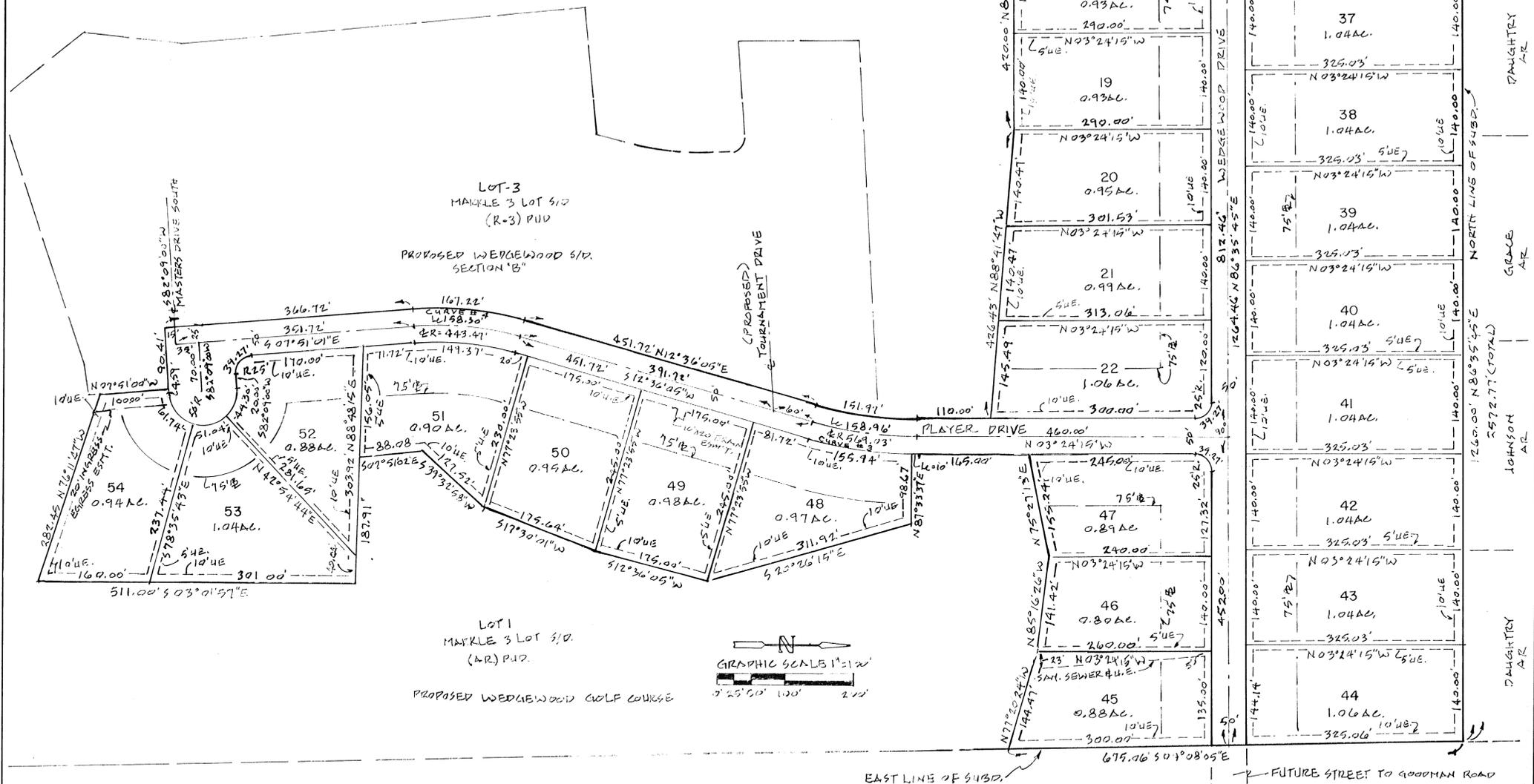
NOTE:  
 THIS IS A SUBDIVISION OF LOT 2  
 OF MARKLE 3 LOT SUBDIVISION.

L.M. 2-8-89

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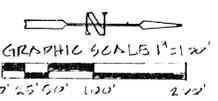
LOT 1  
MARKLE 3 LOT S/D  
(AR) PUD

LOT-3  
MARKLE 3 LOT S/D  
(R-3) PUD

PROPOSED WEDGEWOOD S/D  
SECTION "B"

LOT 1  
MARKLE 3 LOT S/D  
(AR) PUD

PROPOSED WEDGEWOOD WOLF COURSE



NOTE:  
THIS IS A SUBDIVISION OF LOT 2  
OF MARKLE 3 LOT SUBDIVISION.

FOR CONTINUATION SEE SHEET 2 OF 3.  
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**SECTION "A"**

**WEDGEWOOD SUBDIVISION**  
SECTION 36 TOWNSHIP 1 S., RANGE 7 W.  
DESOTO COUNTY, MISSISSIPPI  
65.726 ACRES, 54 LOTS, ZONED AR (PUD)

OWNER: DON MARKLE
DATE: AUGUST 1989
SHEET 3 OF 3