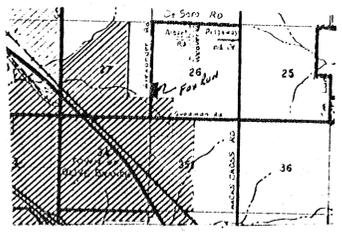


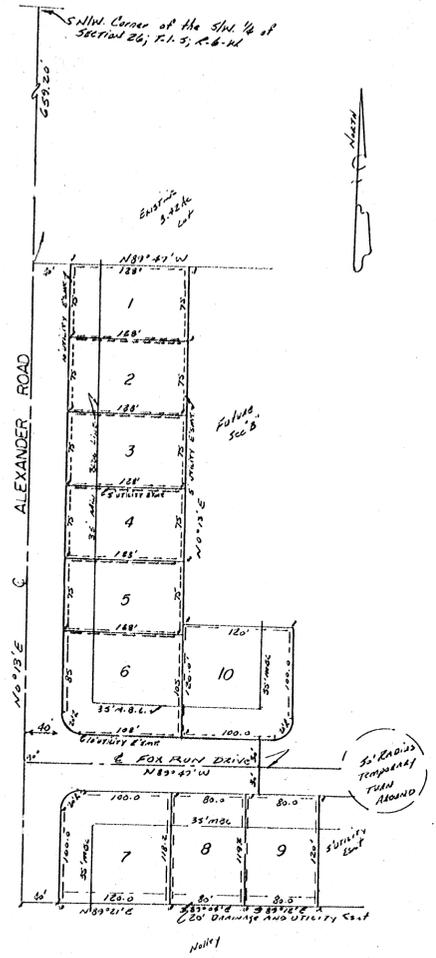
These covenants, limitations, and restrictions are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants, limitations, and restrictions shall be automatically extended for successive ten (10) year periods unless by a vote of the majority of the then owners of the lots in this subdivision it is agreed to change said covenants in whole or in part.

- 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 easement requirements are concerned.
- 2. The minimum front yard setback is shown on the plat for each lot, the minimum side yard setback is five (5) feet and the minimum rear yard setback is twenty five (25) feet. The total of the two side yards shall be fifteen (15) feet.
- 3. All sewer connections must be approved by the City of Olive Branch and the water supply will be by the City of Olive Branch.
- 4. All dwellings and other structures on the lots must be in compliance with the requirements of the City of Olive Branch and its successors. All construction of out buildings must be approved by the Architectural Control Committee.
- 5. Easements for installation and maintenance of utilities, drainage facilities and stoping of banks along streets are reserved along the lot lines of each lot.
- 6. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done which may be or 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 temporary buildings shall be used on any lot at anytime as a residence, either temporary 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 builder to advertise the property during the construction and sale period.
- 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. The total minimum heated floor area of a residence, exclusive of open porches, garages, or carports shall be 1500 square feet. The minimum heated lower floor area of a split-level or two-story residence shall be 1000 square feet. When a split-level or two-story residence is constructed on a lot, the total minimum heated square feet shall be 1750 square feet, exclusive of open porches, garages, and carports.
- 11. All gardens must be planted to the rear of any main residence with only landscape materials such as trees, shrubs, and plants allowed in front of the main residence.
- 12. Any type of permanent fencing erected on the lots must be approved by the developer of the subdivision or the Architectural Control Committee. No fence shall be erected on any portion of any lot between the front of the residence and the street and between the side of the residence and the street on the corner lots unless same is a two or three rail split color fence.
- 13. No vehicle, including but not limited to, recreational vehicles, camping trailers, house trailers, produce trailers, boats or any accessory trailer can be parked or stored on any lot unless same is under the carport, in the garage, barn or other out building, or to the rear of the main residence. No tractor-trailer can be parked on any lot or on the street, and no trailer without a tractor can be parked on any lot or on the street.
- 14. No animals, livestock or poultry of any kind shall be kept, bred, or raised on any lot for commercial purposes. If animals, livestock, or poultry are kept as pets, the proper fencing and shelter must be provided.
- 15. No underground homes will be allowed. No shell or modular house will be permitted to be built in this subdivision regardless of the price or square foot of the house. All houses must be of new construction and no house that is moved from another area shall be permitted on a lot except by permission of the developer.
- 16. The owner of the subdivision or the Architectural Control Committee reserves the right to review the plans of any structure that is built on any lot. The owner of the subdivision or the Architectural Control Committee must approve or disapprove, in writing, within (20) days the plans submitted. If the lot owner whose plans are to be approved does not receive this written approval or disapproval within said (20) days, the lot owner will deem the plans approved and proceed with construction.
- 17. The construction of any house in the subdivision shall be required to be completed within (18) months from the date that construction began.
- 18. When the developer ceases to own a lot within the subdivision, he shall then name three persons owning property within the subdivision as the Architectural Control Committee. 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.

CERTIFICATE OF SURVEY
THIS IS TO CERTIFY THAT I HAVE SURVEYED THE SUBDIVISION PROPERTY AND THAT THIS PLAT REPRESENTS THE SAME.
APPROVED BY THE DESOTO COUNTY PLANNING COMMISSION ON THE 3RD DAY OF May 1990
APPROVED BY THE DESOTO COUNTY BOARD OF SUPERVISORS ON THE 9TH DAY OF May 1990
STATE OF MISSISSIPPI COUNTY OF DESOTO
I HEREBY CERTIFY THAT THIS PLAT SHOWS HEREON WAS FILED FOR RECORD IN MY OFFICE AT 10:30 O'CLOCK P.M. ON THE 31ST DAY OF May 1990 AND WAS IMMEDIATELY RECORDED IN PLAT BOOK ON PAGE 26



LOCATION MAP
SCALE: 1" = 5280'



NOTE: ALL DRIVEWAYS AND DRIVEWAY PIPS ARE THE RESPONSIBILITY OF THE NEW LOT OWNER AND NOT THE DEVELOPER OR DESOTO COUNTY, MISSISSIPPI.

CEDERS CERTIFICATION

WE, MICHAEL A. BRIDGE, RECEIVED DUTY AND FUNDING BANK OWNERS OR HERETOFORE HOLDERS OF THE PROPERTY HEREIN, HEREBY ADAPT THIS PLAT AS OUR PLAN OF SUBDIVISION AND HEREBY CERTIFY THAT WE ARE THE OWNERS OR HERETOFORE HOLDERS OF THE PROPERTY. WE DEDICATE THE RIGHT OF WAY FOR THE ROADS AS SHOWN ON THE PLAT TO DESOTO COUNTY AND TO THE PUBLIC USE FOREVER AND RESERVE THE UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PUBLIC USE FOREVER AND RESERVE THIS THE 21ST DAY OF MAY, 1990

STATE OF MISSISSIPPI COUNTY OF DESOTO

THIS DAY PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AND IN MY SAID COUNTY AND STATE THE ABOVE PERSONS THAT HAVE SIGNED THIS PLAT, WHO ACKNOWLEDGED MATERIALLY IN AND FOR SAID COUNTY AND STATE THE FOREGOING PLAT IN THE DAY AND DATE THEREIN MENTIONED AS A FREE AND VOLUNTARY ACT AND DEED AND FOR THE PURPOSES THEREIN EXPRESSED, GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE 21ST DAY OF May, 1990

MY COMMISSION EXPIRES: My Commission Expires May 16, 1993

Dawn J. Jett Notary Public

SECTION "A"
FOX RUN
SECTION 26; TOWNSHIP 1 SOUTH; RANGE 6 WEST
DESOTO COUNTY, MISS.
ZONED R-2

SCALE: 1" = 100'
APRIL 1990
MISS. NO. 2214
J.F. LAUDERDALE
L.S.