

ARTICLE III
SPECIFIC COVENANTS AND RESTRICTIONS

SECTION 1: DURATION OF COVENANTS AND RESTRICTIONS

The conditions, restrictions, covenants, reservations, and easements herein contained shall run with and bind each and all of the lots in the subdivision, and each and all of the owners of such lots, and all persons claiming under such owners, until January 1, 2060, after which date the same shall be automatically extended for successive periods of ten years. These conditions, restrictions, covenants, reservations, and easements or any one or more of them may be amended prior to or on such date by an instrument signed by not less than one hundred percent of the owners of such lots (one vote per lot). Any such instrument amending the provisions hereof must be recorded. For all purposes hereof, the term "Owner" shall mean any person or persons or corporation, partnership or other entity owning the beneficiary interest in any lot in the subdivision.

SECTION 2: PARKING, INGRESS AND EGRESS AGREEMENT

It is the intention and agreement of the parties or lot owners that all of their property as shown on the said plat will be used for office, commercial, church or church related purposes and the parties or lot owners hereby grant reciprocal easements, as shown on said plat, entitling the parties or lot owners, their tenants, licensees, invitees, assigns, heirs or successors to use the parking area, driveways, lanes and walks, as shown on said plat for ingress, egress and parking. Said easements shall run with and bind with the land.

SECTION 3: MAINTENANCE OF PARKING AND LANDSCAPING AREAS

Each party or lot owner hereby agrees to pave, paint stripes, clean, maintain and light their own or leased part of the parking area at their own expense during the period the shopping or business center is in existence.

SECTION 4: COMMON WALL AGREEMENT - (LOTS 1 & 2)

It is hereby understood by all parties or lot owners that there presently exists a common fire wall between two buildings along the property line between Lots 1 and 2 approximately 100 feet long. It is further agreed between each lot owner that each lot owner owns one-half of this fire wall and each lot owner has the right to attach a building onto said wall; further, that in the event that there is an overhang from a roof parapet this overhang creates an easement and that lot owner has the right to said air space; further, in the event that the use of the property should change on either of the adjoining buildings and specific improvements have to be made to the fire wall to comply with the building code, then it is the responsibility of the one lot owner making the change to make all of the improvements - under no circumstances can one lot owner require the other lot owner to make improvements on his side of the fire wall due to any change in occupancy or any building code requirements on his side of the fire wall; each lot owner is responsible for maintaining his side of the fire wall and making any necessary structural repairs as long as the buildings are in existence; further, in the event of fire or destruction of either building, the lot owner of that building may reconstruct the building and attach on to the existing fire wall.

SECTION 5: COMMON WALL AGREEMENT - (LOTS 2 & 3)

It is hereby understood by all parties or lot owners that there presently exists a common fire wall between two buildings along the property line between Lots 2 and 3 approximately 10 feet long. It is further agreed between each lot owner that each lot owner owns one-half of this fire wall and each lot owner has the right to attach a building onto said wall; further, that in the event that there is an overhang from a roof parapet this overhang creates an easement and that lot owner has the right to said air space; further, in the event that the use of the property should change on either of the adjoining buildings and specific improvements have to be made to the fire wall to comply with the building code, then it is the responsibility of the one lot owner making the change to make all of the improvements - under no circumstances can one lot owner require the other lot owner to make improvements on his side of the fire wall due to any change in occupancy or any building code requirements on his side of the fire wall; each lot owner is responsible for maintaining his side of the fire wall and making any necessary structural repairs as long as the buildings are in existence; further, in the event of fire or destruction of either building, the lot owner of that building may reconstruct the building and attach on to the existing fire wall.

SECTION 6: WALL MAINTENANCE EASEMENT (LOTS 2 & 3)

There is hereby granted a 5 foot wide easement for access and maintenance along the south line of Lot 2 adjacent to the building wall on Lot 3 and along the north line of Lot 3 adjacent to the building wall on Lot 2 for the purpose of permitting each lot owner to maintain and repair said walls.

SECTION 7: OVERHANG AGREEMENT (LOTS 2 & 3)

This plat provides easements between the property owners for building overhangs. Such overhangs create an easement and the building owner has a right to the use of that air space and easement area for the maintenance of the overhang. The owner of the building to which the overhang is attached is responsible for the maintenance of the overhang and the repair and replacement of lighting, wiring and electrical service associated with the overhang.

SECTION 8: ACCESS EASEMENT (LOTS 2 & 3)

It is understood that the Lot 2 and 3 parking area electrical circuit breaker is attached to the northwest corner of the building on Lot 3 and access shall always be provided to said area to the owner(s) of Lot 2 or their assigns.

SECTION 9: SPECIAL RESTRICTION (LOT 3 ONLY)

This special restriction herein contained shall run with and bind the owner(s) of Lot 3 and their assigns and all persons claiming under such owners until June 1, 2022; in that no building shall be constructed within the first 165 feet of the front yard setback from Highway 51 North and under no circumstances shall the use of the property be for the sale or repair of automobiles, or for a lounge or nightclub.

This special restriction may be deleted and/or modified at any time by the owner(s), of Lot 2, their assigns or heirs.

PD27-59/92-271

Approved by the Southaven Planning Commission of Southaven, Mississippi, on the 26th day of May, 1992.

Attest: P. F. King
Secretary

[Signature]
Chairman

Approved by Mayor and Board of Alderman of Southaven, Mississippi, on the 16th day of JUNE, 1992.

Attest: Marlene Sprinkle
City Clerk (seal)

J. D. Cates
Mayor

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I hereby certify that the subdivision plat shown hereon was filed for recording in my office at 1:45 o'clock P.M. on the 1st day of July, 1992, and was immediately entered upon the proper indexes and duly recorded in Plat Book 40, Page 34.

W. E. Davis
Chancery Clerk

CERTIFICATE OF SURVEY

This is to certify that I have made an actual field survey of the property shown hereon, and that the plat of same accurately shows the survey and is true and correct.

Jack P. Canizaro, R.S.
Miss. No. 1733
Registered Land Surveyor
No. 1730
STATE OF MISSISSIPPI

OWNER'S CERTIFICATE

The Harris/Ramey Company, owner of the property hereon, hereby adopt this as their plan of subdivision and dedicate the streets and easements as shown to the public use forever, and hereby certify that they are the owners in fee simple of the property, and that no taxes have become due and payable. This the 12 day of June, 1992.

By: William C. Harris, Jr.
Partner

Notary's Certificate
State of Tennessee
County of Shelby

Before me, the undersigned, a Notary Public in and for the said State and County at Memphis, duly commissioned and qualified, personally appeared William C. Harris, Jr., with whom I am personally acquainted, and who upon his (her) oath acknowledged himself (herself) to named bargainer, and that he executed the foregoing instrument for the purpose therein contained. In witness whereof, I have hereunto set my hand and affixed my notarial seal at my office in Memphis, this 12th day of June, 1992.

Notary Public Ray M. DeShields
My Commission Expires 12-19-95

OWNER'S CERTIFICATE

The City of Southaven, Mississippi, owner of the property hereon, hereby adopt this as their plan of subdivision and dedicate the streets and easements as shown to the public use forever, and hereby certify that they are the owners in fee simple of the property, and that no taxes have become due and payable. This the 1st day of July, 1992.

By: J. D. Cates

Notary's Certificate
State of Mississippi
County of DeSoto

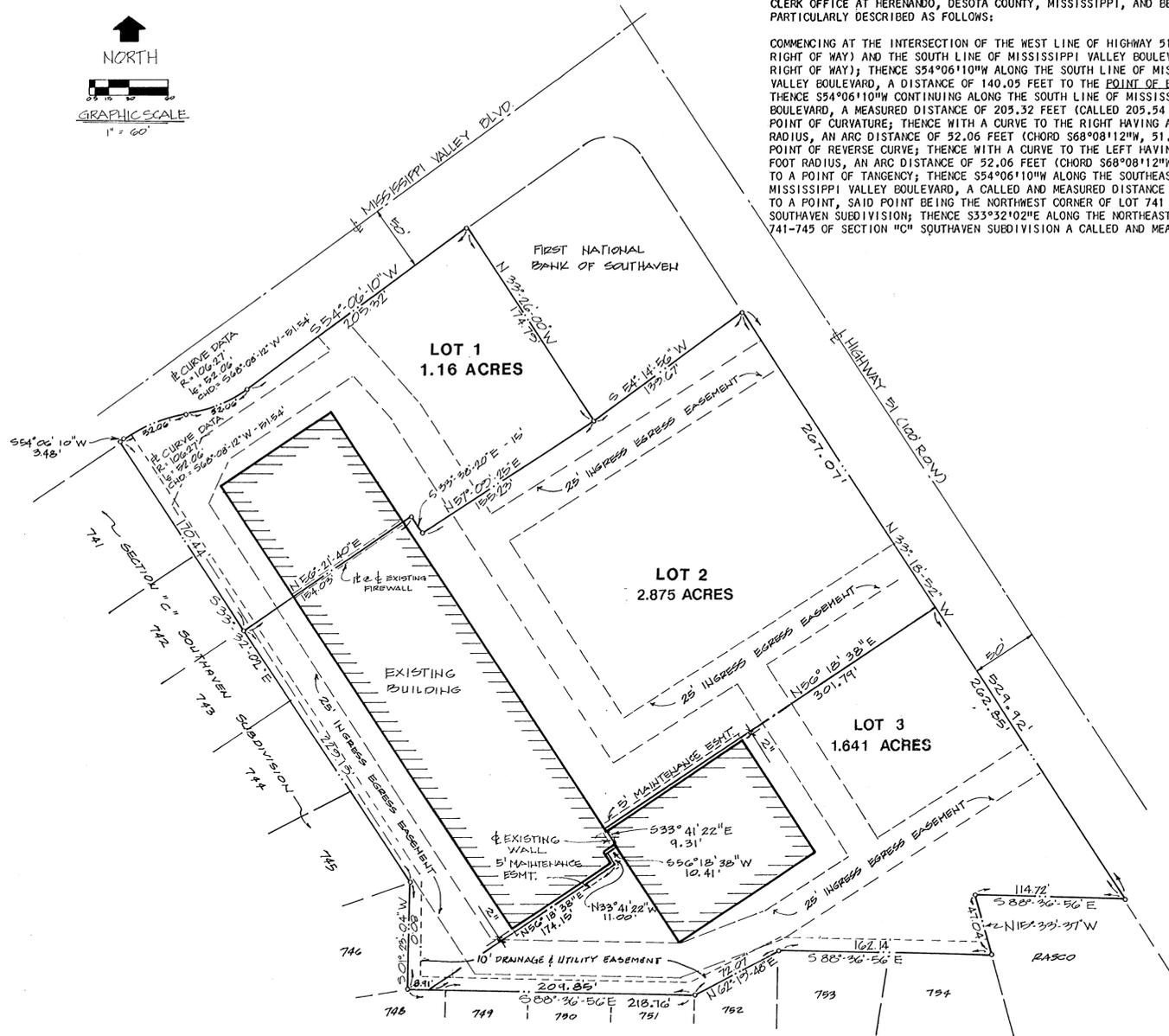
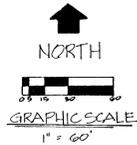
Before me, the undersigned, a Notary Public in and for the said State and County at Southaven, duly commissioned and qualified, personally appeared J. D. Cates, with whom I am personally acquainted, and who upon his (her) oath acknowledged himself (herself) to named bargainer, and that he executed the foregoing instrument for the purpose therein contained. In witness whereof, I have hereunto set my hand and affixed my notarial seal at my office in Southaven, this 1st day of July, 1992.

Notary Public Sherry W. Bennett
My Commission Expires 4/7/93
SHERRY W. BENNETT, NOTARY PUBLIC
DESO TO COUNTY, MISSISSIPPI
MY COMMISSION EXPIRES 4/7/93

PD27-62.1/92-271

SUBDIVISION OF
COMMERCIAL LOT "B" SECTION "C"
SOUTHAVEN SUBDIVISION
SOUTHAVEN, MISSISSIPPI

5.68 ACRES
OWNER: THE HARRIS/RAMEY CO.
THE CITY OF SOUTHAVEN
REAVES & SWEENEY, INC.
CONSULTING ENGINEERS
MAY 1992 SHEET 2 OF 2

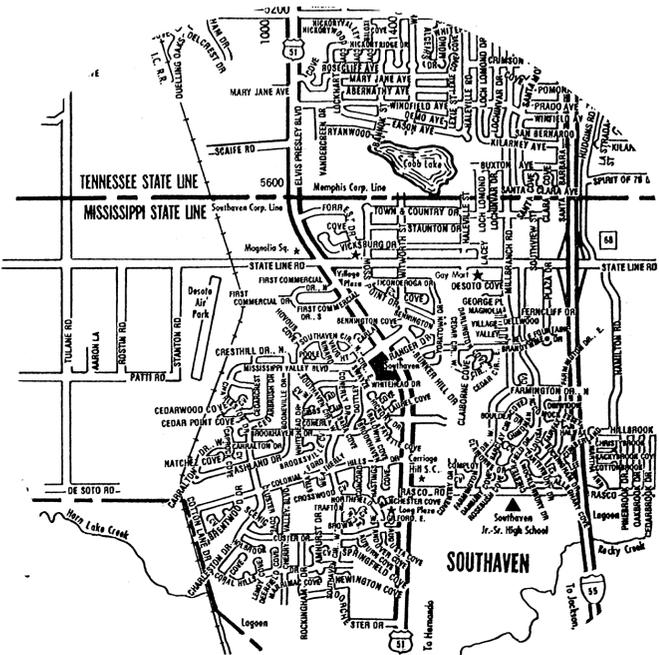


BEING PART OF COMMERCIAL LOT "B" REVISED PLAN, SECTION "C" SOUTHAVEN SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 22 AT THE CHANCERY COURT CLERK OFFICE AT HERENANDO, DESOTA COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF HIGHWAY 51 (100 FOOT RIGHT OF WAY) AND THE SOUTH LINE OF MISSISSIPPI VALLEY BOULEVARD (VARIED RIGHT OF WAY); THENCE S54°06'10"W ALONG THE SOUTH LINE OF MISSISSIPPI VALLEY BOULEVARD, A DISTANCE OF 140.05 FEET TO THE POINT OF BEGINNING; THENCE S54°06'10"W CONTINUING ALONG THE SOUTH LINE OF MISSISSIPPI BOULEVARD, A MEASURED DISTANCE OF 205.32 FEET (CALLED 205.54 FEET) TO A POINT OF CURVATURE; THENCE WITH A CURVE TO THE RIGHT HAVING A 106.27 FOOT RADIUS, AN ARC DISTANCE OF 52.06 FEET (CHORD S68°08'12"W, 51.54 FEET) TO A POINT OF REVERSE CURVE; THENCE WITH A CURVE TO THE LEFT HAVING A 106.27 FOOT RADIUS, AN ARC DISTANCE OF 52.06 FEET (CHORD S68°08'12"W, 51.54 FEET) TO A POINT OF TANGENCY; THENCE S54°06'10"W ALONG THE SOUTHEAST LINE OF MISSISSIPPI VALLEY BOULEVARD, A CALLED AND MEASURED DISTANCE OF 3.48 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF LOT 741 SECTION "C" SOUTHAVEN SUBDIVISION; THENCE S33°32'02"E ALONG THE NORTHEAST LINE OF LOT 741-745 OF SECTION "C" SOUTHAVEN SUBDIVISION A CALLED AND MEASURED

PROPERTY DESCRIPTION

DISTANCE OF 399.63 FEET TO A POINT; THENCE S01°23'04"W, ALONG THE EAST LINE OF LOT 746, A CALLED AND MEASURED DISTANCE OF 80.00 FEET TO A POINT; THENCE S88°36'56"E ALONG THE NORTH LINE OF LOT 748-751 OF SECTION "C" SOUTHAVEN SUBDIVISION A CALLED AND MEASURED DISTANCE OF 218.76 FEET TO A POINT; THENCE N62°19'14"E ALONG THE NORTHWEST LINE OF LOT 752 OF SECTION "C" SOUTHAVEN SUBDIVISION A MEASURED DISTANCE OF 72.07 FEET, (CALLED 72.11 FEET) TO A POINT; THENCE S88°36'56"E ALONG THE NORTH LINE OF LOT 753 AND 754 OF SECTION "C" SOUTHAVEN SUBDIVISION, A MEASURED DISTANCE OF 162.14 FEET, (CALLED 162.22 FEET) TO A POINT; THENCE N15°33'37"W ALONG THE WEST LINE OF RASCO PROPERTY, A MEASURED DISTANCE OF 47.04 FEET (CALLED 46.89 FEET) TO A POINT; THENCE S88°36'56"E ALONG THE NORTH LINE OF THE RASCO PROPERTY, A CALLED AND MEASURED DISTANCE OF 114.72 FEET TO A POINT, SAID POINT BEING THE WEST LINE OF HIGHWAY 51; THENCE N33°18'52"W ALONG THE WEST LINE OF HIGHWAY 51, A CALLED AND MEASURED DISTANCE OF 529.92 FEET TO A POINT; THENCE S54°14'56"W ALONG THE SOUTH LINE OF THE FIRST NATIONAL BANK OF SOUTHAVEN, A MEASURED DISTANCE OF 139.67 FEET (CALLED 140.00 FEET) TO A POINT; THENCE N53°26'00"W ALONG THE WEST LINE OF THE FIRST NATIONAL BANK OF SOUTHAVEN A MEASURED DISTANCE OF 174.79 FEET (CALLED 175.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 247,460 SQUARE FEET OR 5.681 ACRES.



VICINITY MAP

SECTION 23
TOWNSHIP 1S
RANGE 8W

**SUBDIVISION OF
COMMERCIAL LOT "B" SECTION "C"
SOUTHAVEN SUBDIVISION
SOUTHAVEN, MISSISSIPPI**
5.68 ACRES
OWNER: THE HARRIS/RAMEY CO.
THE CITY OF SOUTHAVEN
REAVES & SWEENEY, INC.
CONSULTING ENGINEERS
MAY 1992 SHEET 1 OF 2