

RESTRICTIVE COVENANTS ESTATES OF HICKORY FOREST SECTION "B"

The following Restrictive Covenants shall apply to all of the land in Estates of Hickory Forest Subdivision Section "B" as shown on the plat and located in Section 25, Township 1 South, Range 9 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 ~~December 31, 1995~~. On such date, these restrictive covenants shall be automatically renewed and extended for successive ten (10) year periods unless amended by an affirmative vote of three-fourths 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 for residential use, and a private garage for no more than three vehicles. Two or more lots may be combined for use as one lot and 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 any purpose.

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, mobile homes, or other buildings shall, at any time, be used either temporarily or permanently, as a residence.

4. No noxious or offensive trade or activity may be conducted upon any lot nor shall anything be done thereon which may be, or may become, a nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be conducted on any lot.

5. Easements for the installation and maintenance of the utilities and drainage facilities are reserved as shown on the plat.

6. Building Setbacks Lines:

Front Yard.....50 feet
Rear Yard.....50 feet
Side Yard.....10 feet minimum

7. No shell-type or modular-type home will be permitted or erected in the 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. No buildings shall be erected, placed, or altered on any lot in the subdivision until the building plans, specifications including materials and colors and plot plan showing the locations of such buildings, shall have been approved in writing by the Developer or its assigns. Such building and plot plans and specifications shall be submitted to Developer or designated representative in duplicate for approval.

8. The minimum area of any single story dwelling in Estates of Hickory Forest Subdivision Section "B" shall not be less than 1250 square feet, exclusive of open porches and garages. All two story houses and 1 1/2 story houses shall have minimum ground floor area of 900 square feet, exclusive of open porches, carports and garages.

9. No sign 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.

10. The Developer of the Subdivision shall retain all mineral rights for the land in Estates of Hickory Forest Subdivision Section "B" for the purpose of retaining the royalties on said minerals if these minerals are developed on adjacent property.

11. No animals, livestock or poultry of any kind may be raised, bred or kept on any lot, except that a limited number of two (2) dogs and/or two (2) cats and one (1) horse may be kept for personal use and enjoyment only. Appropriate building and enclosures for such animals or pets must be provided. Pen enclosures shall be permitted within the rear yard using a chain link fence only.

12. 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 kept in a clean, sanitary and orderly condition near the rear of the dwelling.

13. No vehicles of any kind shall be kept in the subdivision unless it displays current license plates and a current inspection sticker, except for lawn tractors used for property maintenance. 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 trucks not considered a "pick-up" or not used as a passenger vehicle shall not be kept in the subdivision. Any junk car or truck parked on the street shall be subject to removal by the proper authorities without permission of the owner at the expense of owner of said vehicle.

14. No fences shall be permitted from the front of the residence to the front property line. Chain link fences shall be permitted as a perimeter fence.

15. All driveways must be paved from the street to the parking pad, carport or garage, WITH HOT MIX ASPHALT.

16. No porches or open carports may be enclosed without approval from the proper authorities of the County of DeSoto.

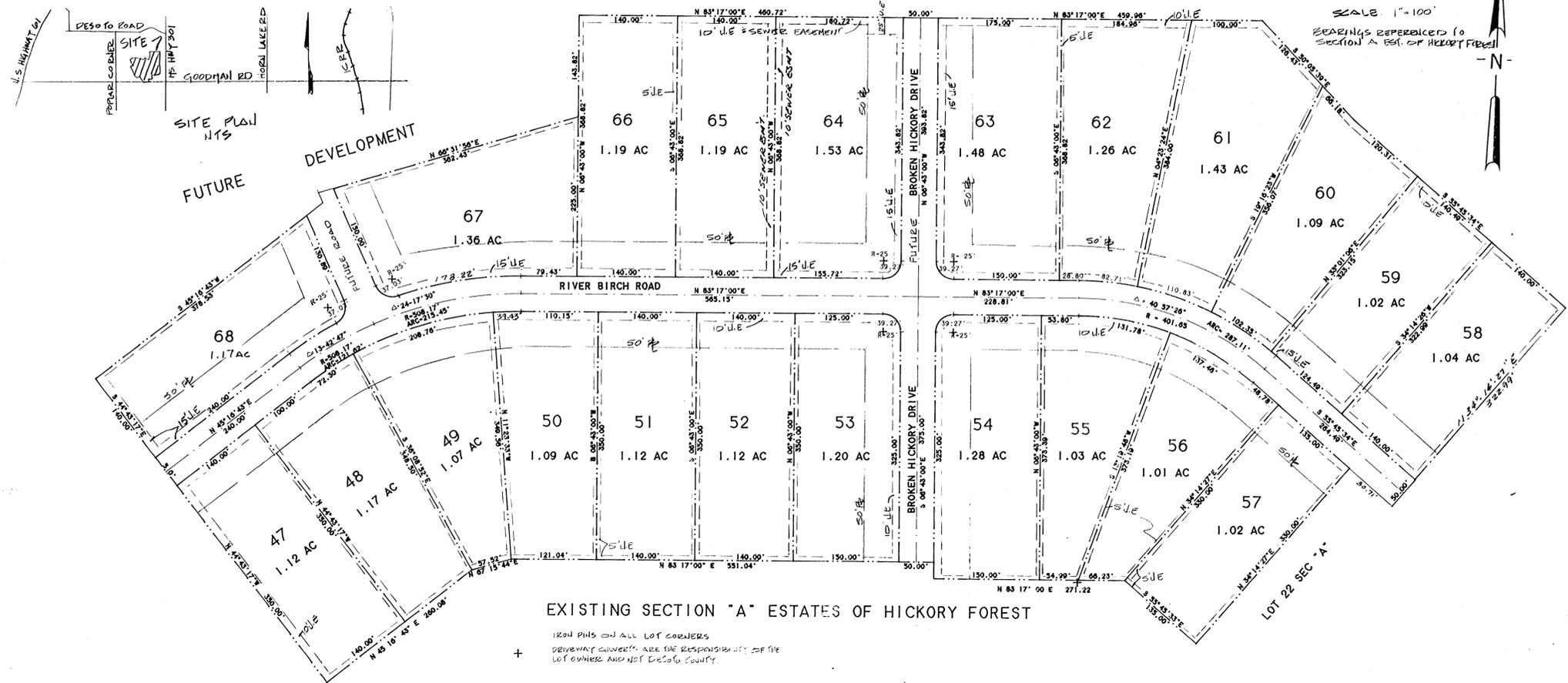
17. Construction of any dwelling shall be completed within six months.

18. No vegetable gardens will be permitted in the front yard.

19. No animals may be kept in the front yard.

20. The platted property is subject to these covenants, restrictions and easements as set forth in document filed of record in Book # _____, Page # _____, in the office of the Chancery Clerk Office of DeSoto County, Mississippi, to which document reference is hereby made. Any property owner shall be bound by the terms of said documents.

FUTURE DEVELOPMENT



EXISTING SECTION "A" ESTATES OF HICKORY FOREST

1200 PINS ON ALL LOT CORNERS
DRIVEWAY CURVES ARE THE RESPONSIBILITY OF THE
LOT OWNER AND NOT DESOTO COUNTY

OWNERS CERTIFICATE

WE, CHAMBLISS BUILDERS, OWNERS OF THE PROPERTY SHOWN, HEREBY ADOPTS THIS AS ITS PLAN OF SUBDIVISION AND DEDICATES THE RIGHT OF WAY FOR THE ROADS AS SHOWN ON THE PLAT TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. CHAMBLISS BUILDERS CERTIFIES THAT IT IS THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE 1st DAY OF March 1993.

CHAMBLISS BUILDERS INC.
BY: *Don Chambliss* BY: *Jimmy Chambliss*

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS 1st DAY OF March, 1993, WITHIN MY JURISDICTION, THE WITHIN NAMED DON CHAMBLISS SR. AND JERRY M. CHAMBLISS, WHO ACKNOWLEDGED THAT THEY PRESIDENT AND VICE PRESIDENT OF CHAMBLISS BUILDERS INC., AND THAT FOR AND ON BEHALF OF THE SAID CORPORATION, AND AS ITS ACT AND DEED THEY EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID CORPORATION SO TO DO.
Tracy M. Hatten (NOTARY PUBLIC)
MY COMMISSION EXPIRES: My Commission Expires April 21, 1995

DESOTO COUNTY PLANNING COMMISSION
APPROVED BY THE DESOTO COUNTY PLANNING COMMISSION ON THIS THE 1st DAY OF October 1992.
ATTEST:
Richard James SECRETARY
Mike Johnson CHAIRMAN

DESOTO COUNTY BOARD OF SUPERVISORS
APPROVED BY THE DESOTO COUNTY BOARD OF SUPERVISORS ON THIS THE 1st DAY OF October 1992.
W. E. Davis Chancery Clerk
James D. Pearson PRESIDENT
CLERK FOR THE BOARD *W. E. Davis*

STATE OF MISSISSIPPI
COUNTY OF DESOTO
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT 1:00 O'CLOCK P. M. ON THE 1st DAY OF October 1993 AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK 421 PAGES 221

STATE OF MISSISSIPPI
COUNTY OF DESOTO
CHANCERY COURT CLERK *W. E. Davis*
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS 1st DAY OF March 1993, WITHIN MY JURISDICTION, THE WITHIN NAMED *Don Chambliss* WHO ACKNOWLEDGED THAT HE, VICE PRESIDENT OF DEPOSIT GUARANTEE NATIONAL BANK, AND THAT FOR AND ON BEHALF OF THE SAID CORPORATION, AND AS ITS ACT AND DEED THEY EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID CORPORATION SO TO DO.
Tracy M. Hatten (NOTARY PUBLIC)
MY COMMISSION EXPIRES: My Commission Expires April 21, 1995

MORTGAGEE'S CERTIFICATE
First Guaranty National Bank MORTGAGEE OF THE PROPERTY HEREON, HEREBY ADOPTS 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 1st DAY OF March 1993.
W. E. Davis
TITLE: Vice President SIGNATURE OF MORTGAGEE

CERTIFICATE OF ENGINEER

THIS IS TO CERTIFY THAT I HAVE DRAWN THIS SUBDIVISION SHOWN HEREON AND THE PLAT OF SAME IS ACCURATELY DRAWN FROM A GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION. SAID SURVEY WAS MADE FROM A CLASS A REQUIREMENTS OF THE STATE OF MISSISSIPPI WITH AN UNADJUSTED TRAVERSE CLOSURE OF 1:5157. BASED ON FEMA MAP 28033C0040 D DATED 1983 THIS AREA IS NOT LOCATED IN AN IDENTIFIED FLOOD HAZARD ZONE.



ESTATES OF HICKORY FOREST SECTION B

SECTION 25 TOWNSHIP 1 SOUTH RANGE 9 WEST
DESOTO COUNTY, MISSISSIPPI

22 LOTS 29.22 ACRES ZONED R-2