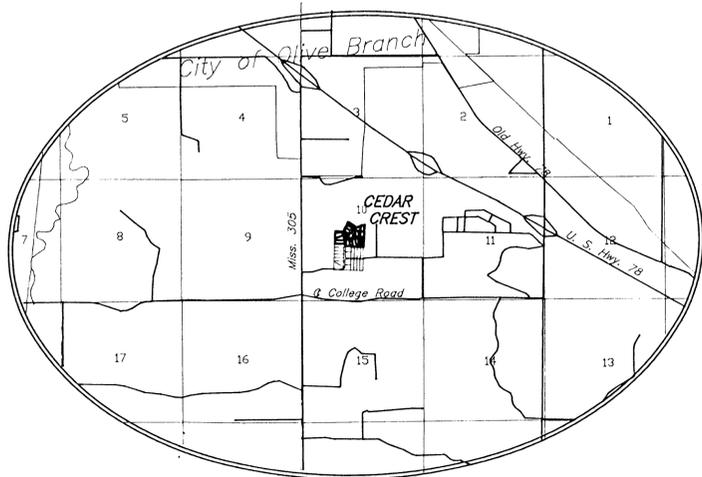


# FIRST ADDITION CEDAR CREST ESTATES



### RESTRICTIVE COVENANTS

These covenants, limitations and restrictions are to run with the land, and shall be binding on parties and all persons claiming under them until January 1, 1998, at which time said covenants, limitations and restrictions shall be automatically extended for successive ten (10) year periods unless by a vote of a majority of the then owners of the lots in this subdivision, it is agreed to change said covenants in whole or in part. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, limitations, or restrictions herein, it shall be lawful for any person or persons owning lots in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, limitation, or restriction and either to prevent him or them from doing so or to recover damages or dues for such court violations. Invalidation of any of these covenants, limitations or restriction by judgement or court order shall, in no way, affect any of the other provisions which shall remain in full force and effect.

- 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. In the event two or more lots are combined to use as a single lot, under one ownership, no part of the combined lots may be sold or conveyed except to the original size of the lots before being combined. No single lot in the subdivision as recorded can be re-subdivided into two or more lots for the purpose of building another dwelling.
- The minimum front yard setback is shown on the plat for each lot, the minimum side yard setback is fifteen (15) feet and the minimum rear yard setback is fifty (50) feet.
- All sewer connections must be approved by Mississippi State Board of Health, water will be from public supply when supplied.
- All dwellings and other structures on the lots must be in compliance with the requirements of DeSoto County Planning Commission and its successors.
- Easements for installation and maintenance of utilities, drainage facilities and sloping of banks along streets are reserved along the lot lines of each lot.
- No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. No business of any kind shall be carried on upon any lot or any building on any lot. All lots and houses are to be for residential use only.
- No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other temporary or permanently. No garage apartments will be allowed.
- 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 a builder to advertise the property during the construction and sale period.
- 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.

- The total minimum heated floor residence, exclusive of open porches, garages, or carports shall be 1800 square feet. The minimum heated lower floor area of a split-level or two-story residence shall be 1000 square feet. When split-level or two-story residence has side attached two carports or garage, the minimum heated lower floor area shall be 850 square feet. No cars without current license except enclosed in garage.
- 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.
- Any type of permanent fencing erected on the lots must be approved by the developer of the subdivision or the architectural control committee. No fences 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 cedar or decorative fence. No barbed-wire or electric fences will be permitted on any lot in the subdivision.
- No vehicles, including but not limited to, recreational vehicles, camping trailers, house trailers, produce trailers, boats or any other accessory trailers can be parked or stored on any lot unless same is under the carport, in the garage, barn or other outbuilding, 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.
- No animals, livestock or poultry of any kind shall be kept, bred, or raised on any lot for commercial purposes. If animals, (except hogs, cattle, goats, or poultry) are kept as pets, the proper fencing and shelter must be provided. Only one horse may be kept provided the proper care is given for shelter and pasture requirements. No animals shall be kept in front of the main dwelling on any lot.
- No underground home will be allowed. No shell or modular house will be permitted to be built in this subdivision regardless of the price or square feet of the house. All houses must be of new construction and no house that is moved from another area will be permitted on a lot except by the permission of the developer.
- 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 twenty (20) days the plans are submitted. If the lot owner whose plans are to be approved does not receive this written approval or disapproval within said twenty (20) days, the lot owner will deem the plans approved and proceed with construction.
- The construction of any house in the subdivision shall be required to be completed within eighteen (18) months from the date that the construction began.
- When developers cease 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 a committee may designate a representative to act for it. In the event of a death or a 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 current owners of property within the subdivision.

### OWNER'S CERTIFICATE

I, ROBERT M. BAILEY, Vice-President of DeSoto Land Corporation, for and on behalf of said corporation, hereby adopt this plan of subdivision and dedicate the right-of-way of 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, as the act and deed of said corporation after first having been duly authorized by said corporation so to do.

*Robert M. Bailey*  
ROBERT M. BAILEY, Vice-President

### NOTARY'S CERTIFICATE

State of Mississippi  
County of DeSoto

Personally appeared before me, the undersigned authority in and for said county and state, on the 13<sup>th</sup> day of June, 1993, within my jurisdiction, the within named ROBERT M. BAILEY, who acknowledged that he is Vice-President of DeSoto Land Corporation, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

*Charlotte Speck*  
NOTARY PUBLIC

My commission expires: MY COMMISSION EXPIRES AUGUST 20, 1994

### MORTGAGEE'S CERTIFICATE

TRUSTMARK NATIONAL BANK, mortgagee 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 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 13 day of April, 1993.

*R. P. Dorr* Sr. Vice President  
PAT DORR, Senior Vice-President

### NOTARY'S CERTIFICATE

State of Mississippi  
County of DeSoto

Personally appeared before me, the undersigned authority in and for said county and state, on this 13<sup>th</sup> day of June, 1993, within my jurisdiction, the within named PAT DORR, who acknowledged that he is Senior Vice-President of Trustmark National Bank, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

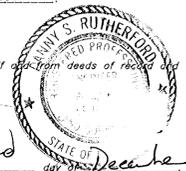
*Charlotte Speck*  
NOTARY PUBLIC

My commission expires: MY COMMISSION EXPIRES AUGUST 20, 1994

### CERTIFICATE OF SURVEY

This is to certify that I have drawn the plat from a survey by myself and from deeds of record and that the plat represents the information and that it is true and correct.

*Wm. S. Rutherford*  
WILLIAM S. RUTHERFORD, P.E.  
Miss. P.E. NO. 6306



Approved by the DESOTO COUNTY PLANNING COMMISSION on the 3<sup>rd</sup> day of December, 1993.

*Mike Moran* CHAIRMAN *Alvin James* ATTORNEY

Approved by the DESOTO COUNTY BOARD OF SUPERVISORS on the 9<sup>th</sup> day of December, 1993.

*James A. Pearson* PRESIDENT *W. E. Davis Chancery Clerk* CLERK OF THE BOARD *Wm. N. Abraham* DEPUTY CLERK

State of Mississippi  
County of DeSoto

I hereby certify that the subdivision plat shown hereon was filed for record in my office at 4:45 o'clock P.M. on the 30<sup>th</sup> day of April, 1993 and was immediately entered upon the proper index and duly recorded in Plat Book 442, Page 39.

*W. E. Davis Chancery Clerk*  
CHANCERY CLERK  
*Wm. N. Abraham* DEPUTY CLERK

FIRST ADDITION  
CEDAR CREST ESTATE'S  
21.21 ACRES, ZONED "AR", IN SECTION 10,  
TOWNSHIP 2 SOUTH, RANGE 6 WEST, DESOTO  
COUNTY, MISSISSIPPI

# FIRST ADDITION CEDAR CREST ESTATES

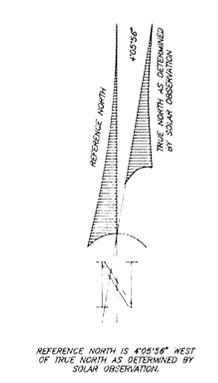
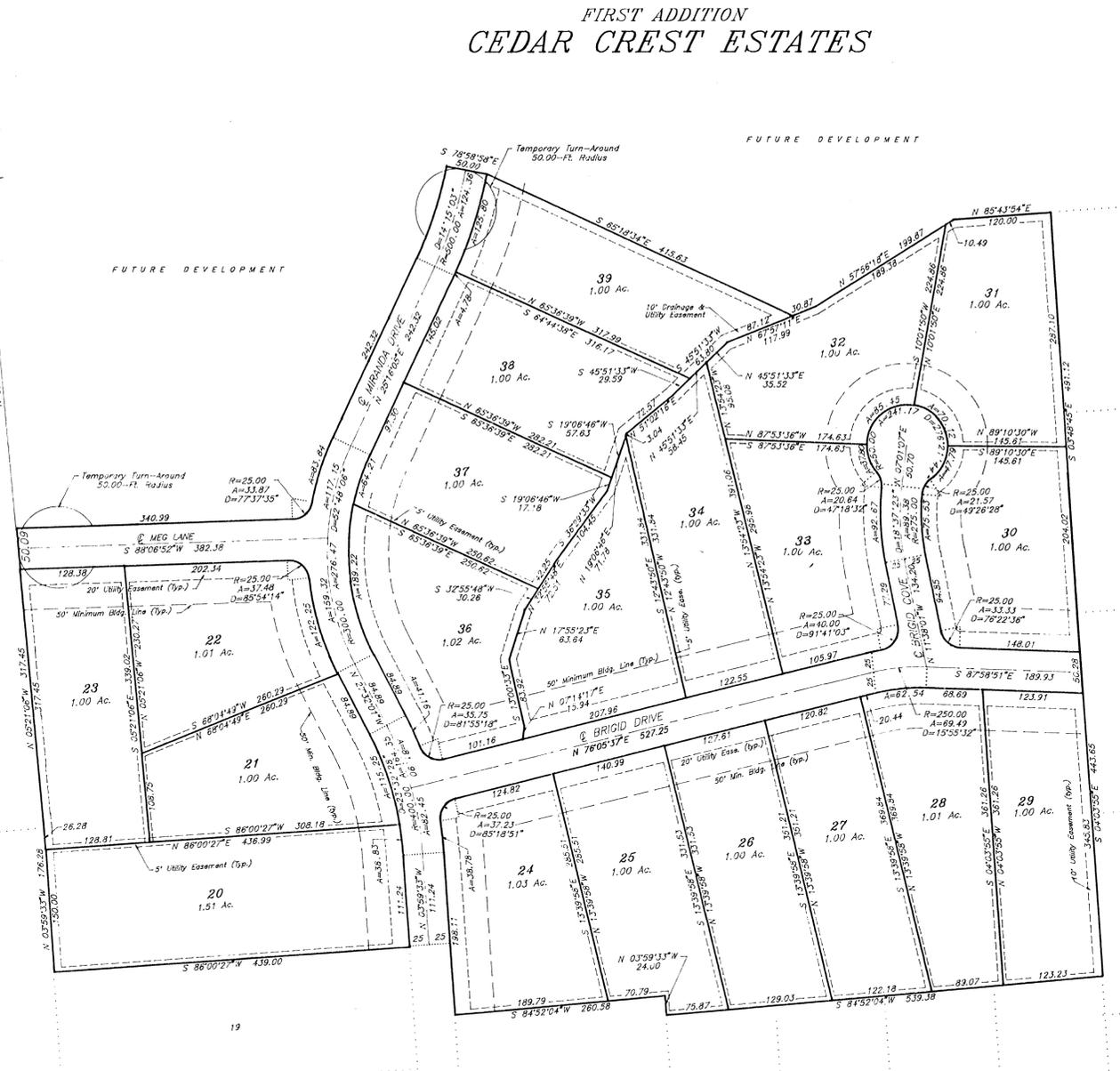


N 89°52'15"E  
1320.00

S 64°30'15"E  
140.35

S 05°21'06"E  
540.50

N 02°21'06"W  
423.38



NOTE:  
ALL ROADSIDE LOT CORNERS ARE MONUMENTED WITH STEEL FENCE POST OFFSET ON LINE 400' FROM ROAD A DISTANCE OF 10' FEET. ALL OTHER CORNERS ARE MONUMENTED WITH STEEL FENCE POST EXCEPT WHERE OFFSETS ARE NOTED.

**RUTHERFORD & ASSOCIATES**  
ENGINEERING CONSULTANTS / SURVEYORS  
324 WEST VALLEY STREET, SUITE 208 / HERNANDO, MS 38632  
TELEPHONE 601-429-5788

FIRST ADDITION  
CEDAR CREST ESTATES  
21.21 ACRES, ZONED "AR", IN  
SECTION 10, TOWNSHIP 2 SOUTH,  
RANGE 6 WEST, DESOTO COUNTY,  
MISSISSIPPI