

RESTRICTIVE COVENANTS  
CRUMPLER PLACE PLANNED UNIT DEVELOPMENT  
SECTION "B" - CRUMPLER PLACE SUBDIVISION

The following Restrictive Covenants shall apply to all of the land in Crumpler Place Subdivision Section "B" as shown on the plat located in Section 32, Township 1-S, Range 6-W, 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, 2020. 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 Setback Lines:

R-2 Lots: Front yard..... 35 ft.  
Rear yard..... 25 ft.  
Side yard..... 5 ft. minimum, 15 ft. total

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, including outbuildings 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. The exterior of all dwellings shall be primarily of brick veneer. A two car garage is required on all homes.

8. Size of houses on R-2 Lots: (A) The minimum heated living area of any single story dwelling shall be 1,400 square feet. (B) The minimum heated living area of any one and one-half (1 1/2) story houses shall be 1,600 square feet with a minimum of 1,300 square feet of heated living area on the ground floor. (C) The minimum heated living area of any two (2) story houses shall be 2,200 square feet with a minimum of 1,100 square feet of heated living area on the ground floor.

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 Crumpler Place 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 may be kept for personal use and enjoyment only. Appropriate buildings 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 when property has been enclosed by a wooden fence around the property line. No side of the dog pen shall be adjacent to any part of the adjacent owner's fence dividing the property line. Dogs that bark excessively will not be allowed. Any waste material deposited by these animals in the street, park or other neighborhood property must be removed immediately. All animals outside of fenced areas must be on a leash.

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 or mechanical device that is kept within the right-of-way of the existing street shall be subject to removal by the proper authorities without permission of the owner at the expense of owner of said vehicle.

14. Wooden fences shall not be permitted nearer than 45 feet from the front property line. No wire fences, except chain link fences, shall be permitted as a perimeter fence.

15. No clothes lines or outdoor laundry shall be permitted.

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

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

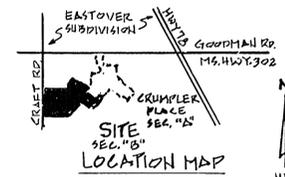
18. There shall be no satellite dishes of any type unless installed so that it is not visible from the street or any adjoining lots or property and shall be no higher than 8 feet. Satellite dishes meeting these specifications are allowed only on R-2 lots.

19. Builders shall maintain each job site in a reasonably clean condition. All trash and debris shall be removed on a weekly basis.

20. All front and side yards shall be sodded with bermuda or zoysia sod immediately after construction. Proper grading and raking shall be done prior to placement of all sod. All rear yards shall be seeded immediately after construction with steps taken to prevent soil erosion.

All lawns shall be mowed and weeded on a regular basis and shall be maintained in a well kept manner.

21. 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 of DeSoto County, Mississippi, to which document reference is hereby made. Any property owner shall be bound by the terms of said documents.



CRUMPLER PLACE SECTION "B" SECTION 32, TOWNSHIP 1 S., RANGE 6 W. DESOTO COUNTY, MISSISSIPPI 16.770 ACRES, 43 LOTS, ZONED R-2 (PUD)	
OWNER: OLIVE BRANCH VENTURES	
PREPARED BY: SMITH ENGINEERING CO., INC. 928 GOODMAN ROAD SOUTHAVEN, MISS. 38671	
DATE: APRIL 1993	SHEET 1 OF 2

