

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, 2002, 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 the 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 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 Covenants, Limitation or Restriction and either to prevent him or them from doing in or to, recover damages or dues for such court violations, invalidation of Court order shall in no wise effect 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 (3) 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 in so far as side yard easements 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 resubdivided into two or more lots for the purpose of building another dwelling.
- The minimum front yard set back is shown on the plat for each lot, the minimum side yard set back is fifteen (15) feet and the minimum rear yard set back is fifty (50) feet.
- All sewer connections must be approved by Mississippi Board of Health. Water will be from Public Supply when supplied by Pleasant Hill Water Association.
- All Dwellings and other structures on the lots must be in compliance with the requirements of Desoto County Planning Comm. and its successors all construction of out buildings must be approved by the Architectural Control Committee.
- Easements for installation and maintenance of utilities, drainage facilities and sloping of banks along street are reserved along the lot line of each lot.
- 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 any building on the lot. All lots and houses are to be for residential use only.
- No structure of a temporary character, trailer, tent, shack, garage, barn, or other temporary buildings shall be used on any lot at anytime as residence, either temporarily 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 not more than five square feet advertising the property sale or rent, or signs used by a builder to advertise the property during the constructions and sale.
- 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 area of a residence, exclusive of open porches, garages, or carports shall be 1750 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 is constructed on a lot, the total minimum heated square feet shall be 2000 square feet, exclusive of open porches, garages or carports.
- 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 lot 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 tree rail split cedar fence.
- No Vehicle, including but not limited to, recreational vehicles, camping trailers, house trailers, produce trailers, boats or any 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, livestock, 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 goats or swine will be allowed on any lot at any time within the subdivision.
- 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 will be permitted on a lot except by 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 (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.
- The construction of any house in the subdivision shall be required to be completed within (18) months from the date of construction began.
- 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.

NOTE: All driveways and driveway pipes will be the responsibility of the new lot owner and not the developer or Desoto County, Mississippi.

MORTGAGEE'S CERTIFICATE

I, Brian D. Walhoco Vice President of the Bank Of Mississippi Mortgage holder of the property within this subdivision, hereby adopt this as our plan of Subdivision and hereby certify that we are the Mortgage Holders of the property and that no taxes have become due and payable. We Dedicate the Right-of-Ways for the Roads as shown on the plat to the public use and to Desoto County, Mississippi, and reserve the Utility Easements as shown on the plat for Public Utilities.

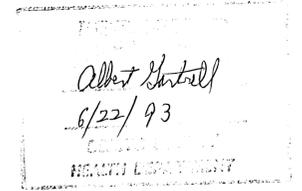
This 23rd Day of June, 1993.

Brian D. Walhoco N.P.
Vice President, Bank Of Mississippi

Acknowledgment

Personally appeared before me, the undersigned authority in and for said County and State, on this 23rd day of June, 1993, within my jurisdiction, the within named Brian D. Walhoco, who acknowledged that he is Vice President of Bank of 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.

Janice Houston My Commission expires: August 26, 1994
Notary Public



THE DESOTO CO. HEALTH DEPT. WILL BE ABLE TO APPROVE SOME TYPE OF INDIVIDUAL ON-SITE WASTEWATER DISPOSAL SYSTEM IN THIS SUBDIVISION.

Limitations or Exclusions
(1) water usage not to exceed 500 gal per day.

Janice Houston, Notary

OWNERS CERTIFICATE

We, Dan A. Brown, Sam Sanders M.D., Charles W. Cross M.D., James A. Grant M.D., William A. Brown, Trustee, and Bank Of Mississippi, the owners or Mortgage Holders of the property within this subdivision hereby adopt the as our plan of Subdivision and hereby certify that we ate the Owners or Mortgage Holders of the property and that no taxes are due and payable on the property. We dedicate the right of ways for the roads as shown on the plat to the public use and to Desoto County, Mississippi and reserve the utility easements as shown on the plat for the public utilities. This the 23rd Day of June, 1993.

Dan A. Brown Bank of Mississippi William A. Brown
Dan A. Brown Bank Of Mississippi Trustee of the Deed of trust to Sam Sanders M.D., Charles W. Cross M.D., and James A. Grant M.D.

STATE OF MISSISSIPPI COUNTY OF DESOTO

This day personally appeared before me the undersigned authority in and for said County and State, William A. Brown, Trustee of the Deed of Trust to Sam Sanders M.D., Charles W. Cross M.D., and James A. Grant M.D, who acknowledged signing and delivering the above and foregoing plat on the day and date therein mentioned as a free and voluntary act and deed and for the purpose therein expressed after first being duly authorized so to do. Given under my hand and official seal of office this the 23rd day of June, 1993.

My commission Expires: July 18, 1994
Dorothy D. Avey Notary Public

STATE OF MISSISSIPPI COUNTY OF DESOTO

This day personally appeared before me the undersigned authority in and for said County and State, Brian D. Walhoco as Assistant Vice President of the Bank Of Mississippi acknowledged that for and on behalf of said corporation, as Not. Vice President he signed, sealed and delivered said instrument, as its free act and deed, he first being duly qualified and authorized so to do. Given under my hand and official seal this the 23rd day of June, 1993.

My commission expires: August 26, 1994
Janice Houston Notary Public

CERTIFICATE OF SURVEY

This is to certify that I have surveyed the property hereon and that this plat correctly represents the survey and that same is true and correct to the best of my knowledge.



Approved by the Desoto County Planning Commission on the 3rd day of June, 1993.

Thomas W. King Jr. Secretary
Paul R. Kelly Chairman

Approved by the Desoto County Board of Supervisors on the 9th day of June, 1993.

W. E. Davis Chancery Clerk
Clerk for the Board of Supervisors
Paul R. Kelly President

STATE OF MISSISSIPPI COUNTY OF DESOTO

I hereby certify that the Subdivision Plat hereon was filed for record in my office at 4:50 o'clock P.M. on the 7th day of July, 1993, and was immediately entered upon the proper index and duly recorded in plat book 48 page 21.

W. E. Davis Chancery Clerk
Chancery Court Clerk
W. E. Davis

SECTION "D"
SOUTH MANOR ESTATES
SECTION 2, TOWNSHIP-2-SOUTH, RANGE-7-WEST
DESOTO COUNTY, MISSISSIPPI
SHEET 2 OF 2

THOMAS W. KING JR. - LAND SURVEYOR P.O. BOX 613, OLIVE BRANCH, MISSISSIPPI 38654		
SCALE: 1" = 100'	APPROVED BY: PHONE (601) 564-2657	DRAWN BY: TK. REVISED
DATE: 4-1-93	PREPARED FOR: DAN A. BROWN	
		DRAWING NUMBER 1993-3-21A

