

FOREST HILL SUBDIVISION COVENANTS AND RESTRICTIONS

WHEREAS, Pine Crest Partnership is the owner in fee simple of the following described real estate, to wit:

See attached Exhibit 'A'

AND WHEREAS, the maker of this Indenture, hereinafter described, is the owner of the premises comprising the subdivision, with the right to convey the said premises or any part or parts thereof.

AND WHEREAS, said owner desires to establish certain conditions and restrictions governing the use of said land so that it shall be developed to permit the orderly construction of single family residences.

NOW THEREFORE, in consideration of the mutual advantages to be derived therefrom, as well as to the future owners of the premises, this Restriction Indenture hereby imposes on the premises constituting Forest Hill Subdivision said certain covenants, conditions, reservations, restrictions and limitations, which are hereby made a part of the plat of said subdivision hereinafter referred to, to-wit:

LAND USE

All lots shall be used for residential purposes only, except that designated nonresidential, or its authorized agents, shall be permitted to maintain and operate a drive-in office within the subdivision as long as it is in its original or assigned use...

MINIMUM BUILDING SIZE

The minimum size of the dwelling units shall be determined according to the following table, exclusive in every case of open porches, garages and basements, in square feet.

Table with 3 columns: SINGLE FAMILY UNITS, ONE STORY, TWO STORY; and 2 columns: Ground floor area, Total area. Values range from 1,500 to 1,900.

GARAGE

A private garage for at least one, but not more than three vehicles per family unit may be placed on each tract.

BUILDING LINES

Set back lines and side and back lot lines shall be as provided in the Desoto County zoning ordinance as from time to time amended.

BASEMENTS

Basements for installation and maintenance of utilities and drainage facilities are reserved as shown by the recorded plat. Within these basements, no structures, trees, shrubs, plants or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities.

DRIVEWAYS

All driveways and driveway pipe are the responsibility of the new owners of the lots and not that of the developers or Desoto County, Mississippi.

NUISANCE

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All lots must be kept properly mowed and kept free of debris.

TEMPORARY STRUCTURES

No structure of any temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

ARCHITECTURAL CONTROL COMMITTEE

The maker of this Indenture hereby names Pine Crest Partnership or their designated agent as the Architectural Control Committee for the subdivision. Either of the members of the Architectural Control Committee may act hereunder with full and complete authority to act as the Architectural Control Committee provided for in this Indenture.

SIGNS

No sign of any kind shall be displayed to the public view on any lot except 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 sales period.

LIVESTOCK AND POULTRY

Horses may be kept at no more than one (1) head per acre with proper shelter. No other animals, swine or poultry of any kind, shall be raised, bred or kept at any tract except dogs, cats or other household pets. No animals may be permitted to run free or at large within the subdivision.

WATER AND SEWERAGE

Water supply is to be from private wells at purchaser's expense. Sewer disposal will be from a central system for the subdivision including a tap fee and a monthly fee set by the Sewer District.

VEHICLES

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and shall not be kept except in sanitary containers. All automobiles or other equipment for storage and disposal of such materials shall be kept in a clean and sanitary condition.

CONSTRUCTION

Any and all construction commenced on any lot shall be pursued to completion and shall be completed not later than twelve (12) months from the date of commencement of such construction. All dwellings and other structures on these tracts must be in compliance with the Desoto County Planning Commission and its successors.

FENCES

No gardens may be placed in front of main residence. Fencing fronting public roads in front of residences must be split rail fencing or picket fencing. Wire fencing must be of 4 x 4 wooden posts or its equivalent. No barbed wire fencing will be allowed.

REPAIRS

These covenants and restrictions shall run with the land and shall be binding on the Grantor and all persons claiming under it until March 1, 2015 A.D., at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the subject lots it is agreed to change said covenants and restrictions in whole or in part.

GENERAL AND FUTURE RESTRICTIONS

Pine Crest Partnership reserves the right to prohibit any act or activity which may adversely affect property values in Forest Hill Subdivision. Additionally, Pine Crest Partnership, may at its option, enact such additional restrictions which it deems necessary to protect and preserve the common property values of Forest Hill Subdivision owners.

ENFORCEMENT OF COVENANTS AND RESTRICTIONS

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute by legal proceedings against the person or persons violating or attempting to violate same and either to prevent him or them from so doing or to recover damages for such violations.

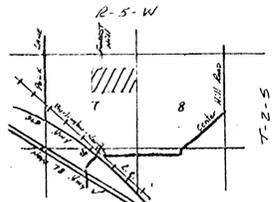
SEVERABILITY

Invalidation of any one of these covenants by a court of law shall in no way affect any of the provisions hereof which shall remain in full force and effect. All of the covenants, restrictions, terms and conditions in this declaration shall be in force and effect against the Grantees of the subject lots, even though said covenants, terms and conditions are not incorporated in the deed of conveyance.

Dated the 1st day of May, 1993.

PINE CREST PARTNERSHIP

By: JAMES G. KELLOGG, MANAGER



WE, PINE CREST PARTNERSHIP OWNERS OR MORTGAGE HOLDERS OF THE PROPERTY WITHIN THIS SUBDIVISION, HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND HEREBY CERTIFY THAT WE ARE THE OWNERS OR MORTGAGE HOLDERS OF THE PROPERTY AND THAT THE TAXES AND FEES PAYABLE ON THE PROPERTY... WE DEDICATE THE RIGHT OF WAY FOR THE PUBLIC USE SHOWN ON THE PLAT TO THE PUBLIC USE FOREVER AND TO DEED TO THE PUBLIC AND RESERVE THE UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PUBLIC USE FOREVER. THIS THE 23 DAY OF July 1992.

By: [Signature] PINE CREST PARTNERSHIP

STATE OF MISSISSIPPI COUNTY OF DESOTO THIS DAY PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED A PUBLIC NOTARY PUBLIC SAID COUNTY AND STATE, [Signature] AS [Signature] OF PINE CREST PARTNERSHIP, ACKNOWLEDGED THAT FOR HIM OR HERSELF OR AS TRUSTEE AS [Signature] HE SIGNED, SEALED, AND DELIVERED SAID INSTRUMENT AS A FREE ACT AND DEED, HE FIRST BEING DULY CALLED THEREON AND KNOWN TO BE THE GIVER UNDER MY HAND AND OFFICIAL SEAL THIS THE 23 DAY OF July 1992.

MY COMMISSION EXPIRES: [Signature] MY COMMISSION EXPIRES JAN 28 1993

CERTIFICATE OF SURVEY THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY WITHIN THE SUBDIVISION AND THAT THIS PLAT REPRESENTS THAT SURVEY.



APPROVED BY THE DESOTO COUNTY PLANNING COMMISSION ON THE 3rd DAY OF June 1992.

[Signature] SECRETARY [Signature] CHAIRMAN

APPROVED BY THE DESOTO COUNTY BOARD OF SUPERVISORS ON THE 8th DAY OF June 1992.

[Signature] CLERK FOR THE BOARD [Signature] PRESIDENT

STATE OF MISSISSIPPI COUNTY OF DESOTO

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT HEREON WAS FILED FOR RECORD IN MY OFFICE AT 2:30 O'CLOCK P.M. ON THE 10 DAY OF August 1992, AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEX AND DULY RECORDED IN PLAT BOOK 43 ON PAGE 44.

W. E. Davis, Clancy Clark, CHANCERY CLERK, 4 B. Cleveland & Co.

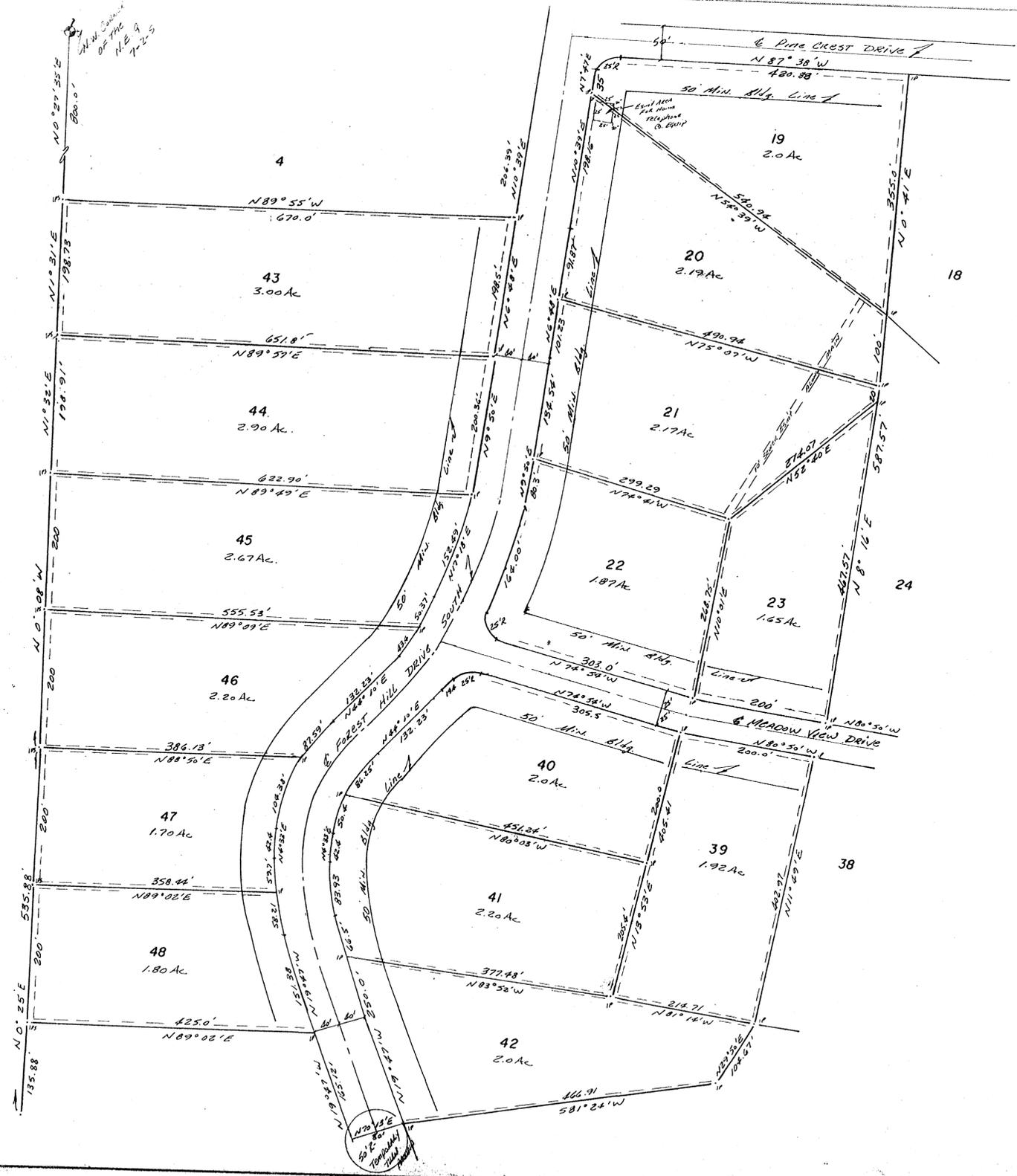


APPROVED ONLY IF CENTRAL SEWAGE IS INSTALLED

SECTION "B" FOREST HILL SUBDIVISION SECTION 7; TOWNSHIP 2 SOUTH; RANGE 5 WEST DESOTO COUNTY, MISS. ZONED A-R



SCALE: 1" = 100' J. F. LAUDERDALE L. S. MAY 1993 MISS. NO. 2214



CURVE DATA:  
 Lot 41: I = 24°20'  
 R = 192.63  
 A = 83.93  
 Lot 40: I = 39°37'  
 R = 192.63  
 A = 134.65  
 Meadow View: I = 26°52'04"  
 R = 280.0'  
 A = 131.30'  
 Lot 45-46: I = 24°56'04"  
 R = 200.0'  
 A = 93.79'  
 Lot 46-47: I = 39°37'  
 R = 277.63  
 A = 191.97  
 Lot 47-48: I = 24°20'  
 R = 277.63  
 A = 191.97

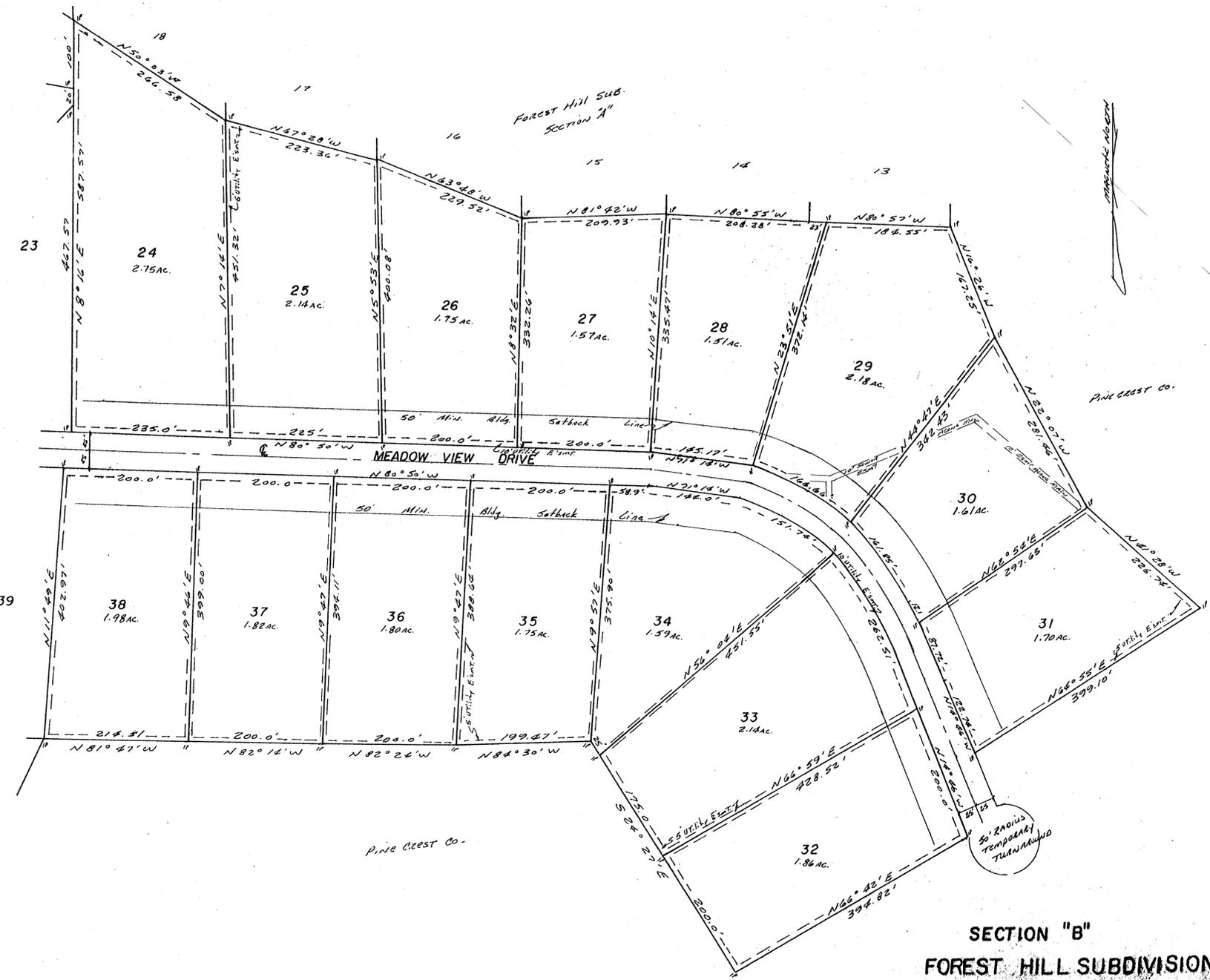
SECTION "B"  
 FOREST HILL SUBDIVISION  
 SECTION 7, TOWNSHIP 2 SOUTH; RANGE 5 WEST  
 DESOTO COUNTY MISS  
 ZONED A-R



SCALE: 1" = 100'  
 APRIL 1993

J. F. LAUDERDALE  
 L.S.

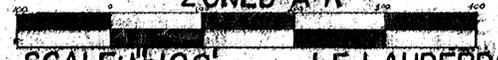
MISS. NO. 2214



NORTH R.O.W.  
 I = 40° 52'  
 D = 12.44  
 LC = 328.51

I = 7° 22'  
 T = 50'  
 D = 7.30  
 LC = 99.82'

**SECTION "B"**  
**FOREST HILL SUBDIVISION**  
**SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 WEST**  
**DESOTO COUNTY, MISS**  
**ZONED A-R**



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