

RESTRICTIVE COVENANTS FOR PINEHURST SUBDIVISION, SECTIONS "B"

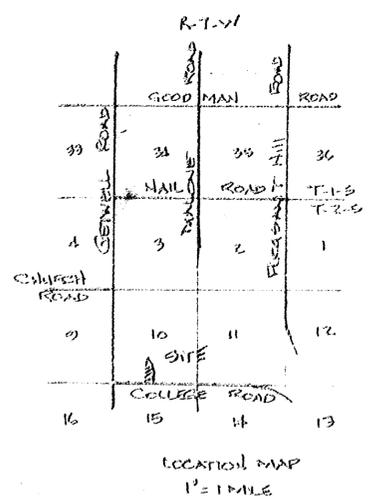
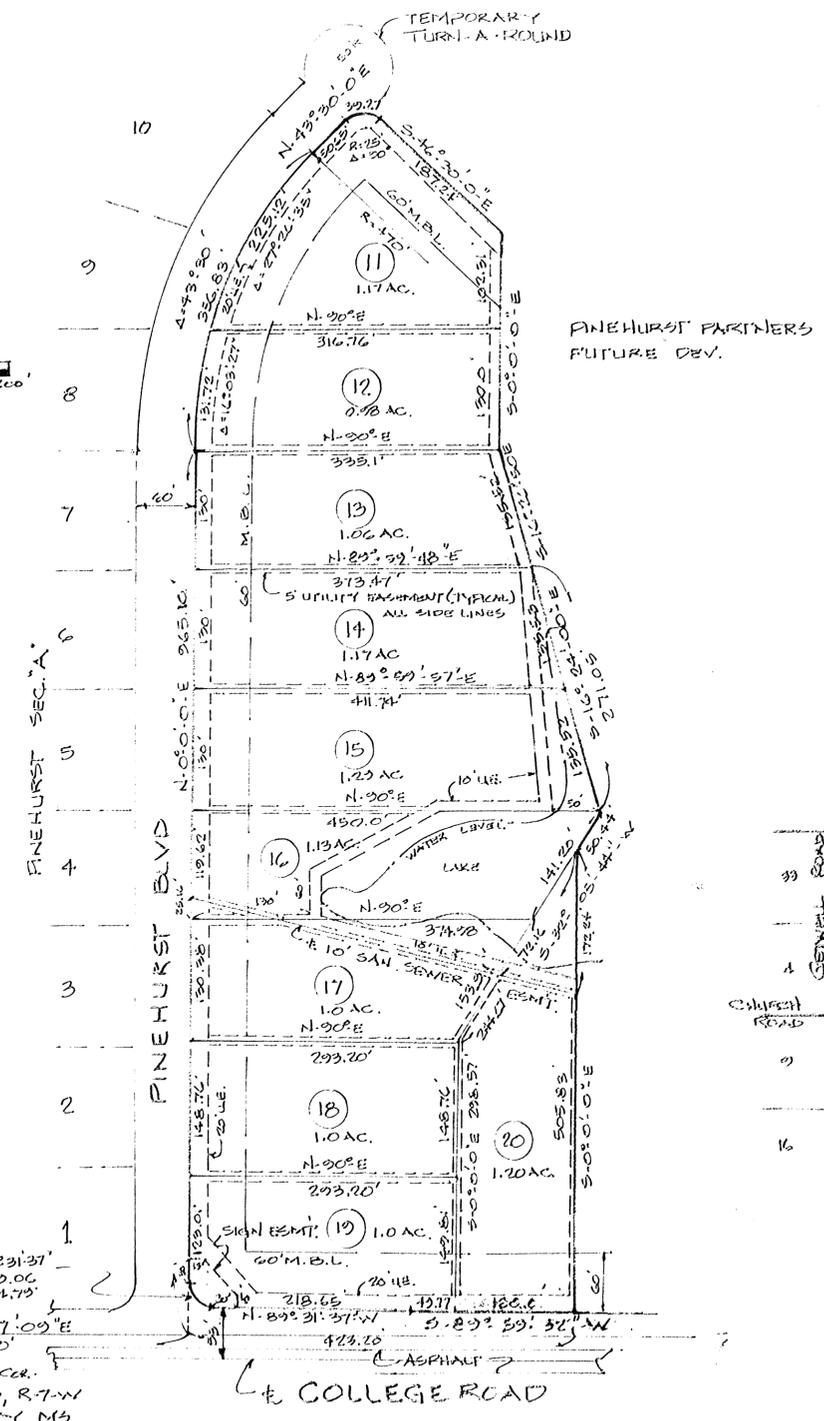
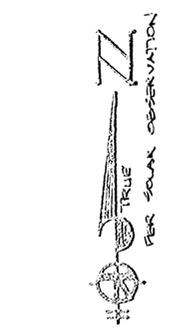
These covenants, limitations and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2003, at which time said covenants, limitations and restrictions shall be automatically extended for successive ten (10) year periods, unless by a vote of the majority of the then owners of the lots in 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 other dues for such court violations. Invalidation of any of these covenants, limitations or restrictions by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. All numbered lots are to be used for residential use only and are not to be re-subdivided into other lots.
2. The minimum front yard setback is shown on the plat for each lot, the minimum side yard setback is fifteen (15) feet and minimum rear setback is fifty feet.
3. Unattached accessory buildings: an unattached accessory building not living purpose may be erected in the rear yard as long as it meets the County building codes. No building shall be located, erected or altered on any lot nearer to the front property line than 100 feet and all outbuildings must be located to the rear of the main residence.
4. The total minimum heated floor area of a residence, exclusive of open porches, or garages shall be 1700 square feet. The owner of the subdivision reserves the right to review the plan of any structure that is to be built on any lot. A preliminary sketch of a house must be submitted. A landscape package and plot plan showing the location of the driveway must be included with the plans before approval will be given. The landscape package must be equal to that of the FHA requirements. At such time as the owner of the subdivision does not own more than fifty percent of the lots in the subdivision, he may appoint an architectural control committee to review the plans for the subdivision. Approval of the plans must be issued by the owner or by the architectural control committee before the lot owner may proceed with the construction of the house. The minimum ground floor area of a one and a half story house shall be 1400 square feet; the minimum for a two story house shall be 1000 square feet. All houses shall have a two car garage; no carports allowed. All garages must open from the rear or side of the house. No white brick or stone will be allowed; all houses are to be 60% brick veneer. A roof pitch of less than 7/12 to the main roof areas of the house is not allowed. This does not apply to porches. Driveways must be blacktopped or concreted. No under ground houses will be allowed. All homes must have a traditional front elevation.
5. The construction of any house in the subdivision shall be required to be completed within 18 months from the date that the construction begins. No signs will be permitted in the subdivision, except a 5 sq. ft. "For Sale" sign. Each lot shall be kept neat and in an orderly manner at all times. No propane tanks allowed.
6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No horses allowed.
7. No noxious or offensive trade or activity shall be carried on upon any lot in the subdivision nor shall any thing be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No trailer, tent, basement, shack, garage, barn or other structure of a temporary nature are to be used as a residence at any time nor shall any type of shell house be built on any lot nor shall any house be permitted that has been moved from another location.
8. Any type of permanent fencing erected on the lots must be approved by the developer of the subdivision. Said developer will approve or disapprove the fence within ten days after the fence plan is submitted or the failing to act on the plan will thus waive the right of the developer to object to the fence construction. No fence shall be erected on any lot other than brick or wooden fences. No fence may 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 fence. No fences shall exceed six (6) feet in height.
9. 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.
10. All passenger vehicles in use shall be parked either on the driveway or in the garage. No motor vehicles or any other vehicles, including, but not limited to: a boat, motor, boat trailer, lawn mower, tractor or other similar vehicles may be stored on any lot for the purpose of repair of same, and no A-frame or motor mount may be placed on any lot. No disabled automobiles or other vehicles may be stored on any lot or in the street.
11. 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 in 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.
12. No structure of any kind, including, but not limited to: television antenna, radio antenna or ham radio antenna can be erected on any lot or structure which extends more than 25 feet above ridge line of the roof of any house structure. No lot shall be used or maintained as a dumping ground for trash or rubbish. Trash-garbage or other waste garbage shall not be kept, except in sanitary containers, which must be located to the rear of the main residence and in a location that will not be offensive to others. All types of antennas or television dish shall be located to the rear of the main structure on the lot.
13. Lake access shall be limited to lots adjoining lakes. The lot owners of the lake lots will form a lake maintenance association for the control and upkeep of the lake and levee.
14. No metal buildings or metal roofs will be allowed. No outbuildings larger than 24' X 24' will be allowed.
15. No gas or diesel motors will be allowed on boats in the lakes, only D.C. Electric motors not to exceed 40 pound thrust will be allowed.

Finder in Approval of S/D
Assignment of this instrument recorded in
Warrant Book book
No. 269 Page 216
This the 8 day of April 1994
W. E. Adams Clerk
J. S. Cleveland

**FINAL PLAN, SECTION B,
PINEHURST SUBDIVISION
IN SECTION 10, T-2-S, R-6-W,
DESOTO COUNTY, MS
OWNERS: PINEHURST PARTNERS INC.**

THOMAS W. KING, JR. - LAND SURVEYOR P.O. BOX 613, OLIVE BRANCH, MS 38654		
SCALE:	APPROVED BY:	DRAWN BY:
DATE:		REVISED:
PREPARED FOR: PINEHURST PARTNERS INC.		
		DRAWING NUMBER



SETWELL ROAD
 PINEHURST SEC. 'A'
 PINEHURST BLVD
 COLLEGE ROAD
 ASPHALT
 SIGN ESMT. (19) 1.0 AC.
 60 M. B.L.
 218.65
 12.77
 182.6
 5-89° 31' 37" W
 423.20
 2167.10'

OWNER'S CERTIFICATE
 We, DAN BROWN & Kim Heenan
 Owner's of the property hereon, adopt
 this as our plan of subdivision and dedicate the right-of-way for
 the road and easements to the public forever and certify that we
 are the owner's in fee simple of the property and that no taxes
 have become due and payable. 27 day of Oct,
 1993.

Owner's Signatures
 STATE OF MISSISSIPPI, COUNTY OF DESOTO
 This day personally appeared before me the undersigned authority
 in and for said county and state Dan Brown & Kim Heenan, who
 acknowledge that they signed and delivered the foregoing plat for
 the purpose therein mentioned. Given under my hand and official
 seal of office, this the 27th day of Oct, 1993.
 My Commission Expires: 8-26-94
 Notary Public

CERTIFICATE
 This is to certify that I have surveyed the property shown hereon
 and that the same correctly represents the survey thereof and
 that same is true and correct to the best of my knowledge and
 belief.
 1813
 Thomas W. King Jr., Land Surveyor
 Mississippi Cert. # LS1813

Approved by the Desoto County Planning Commission of the 3rd
 day of July, 1993.
 Secretary: Shirley James Chairman: Mike Brown
 Approved by the Desoto County Board of Supervisors on the 9th
 day of June, 1993.
 Clerk for the Board: W. E. Davis Chancery Clerk
 President: James D. Peavey
 I hereby certify that the subdivision plat shown hereon was filed
 for record in my office at 4:35 o'clock A.M. on the 1st
 day of Dec, 1993, and was immediately entered upon
 the proper index and duly recorded in Plat Book 44 Page 40.
W. E. Davis Chancery Clerk
 Chancery Clerk, Desoto County, Ms. by W. E. Davis

MORTGAGEE'S CERTIFICATE
 I, 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 28th day of October, 1993.
Bank of Mississippi by Brian D. Walwood VP
 Mortgage Holder

Acknowledgment
 Personally appeared before me, the undersigned authority in and for
 said County and State, on this 28th day of October,
 1993, within my jurisdiction, the within named BRIAN D. WALWOOD
 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 forgoing instrument, after first having been duly
 authorized by said corporation so to do.
Janice Houston My Commission Expires: 8-26-94
 Notary Public

PINAL PLAN, SECTION "B"
PINEHURST SUBDIVISION
IN SECTION 10, T-2-S, R-7-W
DESOTO COUNTY, MS.
10 LOTS, ZONED "A"
OWNERS: PINEHURST PARTNERS INC.
TOTAL AREA 11.23 ACRES

THOMAS W. KING JR. - LAND SURVEYOR P.O. BOX 613 OLIVE BRANCH, MS. 38654		SCALE 1"=100'	DRAWN BY T.W.K. II
PHONE: (601) 564-2657		REVISOR	
PREPARED FOR: PINEHURST PARTNERS INC.			
DATE 10-18-93	APPROVED BY CLASS "C" SURVEY (SUBURBAN)	DRAWING NUMBER 1993-3-6-H	