

DOGWOOD MANOR SUBDIVISION

OWNER'S CERTIFICATE
 I, Tommy L. White Jr., OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPT THIS AS MY 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 OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES ARE BECOME DUE AND PAYABLE. THIS THE 31st DAY OF September, 1995.
 SIGNATURE OF OWNER OR REPRESENTATIVE

NOTARY'S CERTIFICATE
 STATE OF MISSISSIPPI, COUNTY OF DESOTO
 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE 31st DAY OF September, 1995, Tommy L. White Jr. WHO ACKNOWLEDGED THAT WITHIN MY JURISDICTION, THE WITHIN NAMED TOMMY WHITE JR. WHO ACKNOWLEDGED THAT HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.
 MY COMMISSION EXPIRES: March 19, 1997 NOTARY PUBLIC

OLIVE BRANCH CITY'S CERTIFICATE
 APPROVED BY THE MAYOR AND BOARD OF ALDERMAN OF THE TOWN OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, ON THIS THE 19th DAY OF September, 1995.
 MINUTE BOOK: _____ PAGE: _____
 MAYOR: Willie Jimmy
 CLERK: John Clark
 OLIVE BRANCH PLANNING COMMISSION

APPROVED BY THE OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, PLANNING COMMISSION ON THIS THE 17th DAY OF September, 1995.
 CHAIRPERSON: Frank Young

STATE OF MISSISSIPPI
 I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT 10:20 O'CLOCK A. M., ON THE 25th DAY OF September, 1995 AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK 31, PAGE 2.

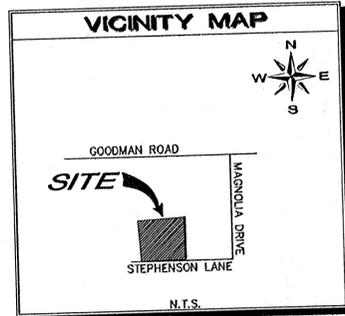
CERTIFICATE OF ENGINEER
 THIS IS TO CERTIFY THAT I HAVE DRAWN THIS SUBDIVISION PLAT FROM AND THE PLAT OF SAME IS ACCURATELY DRAWN FROM INSTRUMENTS AND SURVEY BY _____ COUNTY OF DESOTO.

MORTGAGEE'S CERTIFICATE
 I, Bank of Mississippi, 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 1st DAY OF August, 1995.
 TITLE: Resident SIGNATURE OF MORTGAGEE: Joseph Cox

NOTARY'S CERTIFICATE
 STATE OF MISSISSIPPI, COUNTY OF DESOTO
 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE 13th DAY OF April, 1998, Joseph Cox WHO ACKNOWLEDGED THAT SHE, IS President AND THAT FOR AND ON BEHALF OF THE SAID BANK, Bank of Mississippi, AND AS ITS ATTORNEY SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID CORPORATION SO TO DO.
 SIGNATURE: Joseph Cox
 MY COMMISSION EXPIRES: 12, 1998

COPIES OF THIS INSTRUMENT RECORDED IN Warranty Deed BOOK, NO. 310, PAGE 87. THIS THE 13 DAY OF April, 1998.
 W. E. Davis, Chancery Clerk

First Amendment to Declaration of Covenants, Conditions & Restrictions Recorded in Warranty Deed Book 311 Page 203 This the 17th day of April, 2000 W.E. Davis, Chancery Clerk by T. Cunningham oc.



RESTRICTIVE COVENANTS
 DOGWOOD MANOR SUBDIVISION

The following Restrictive Covenants shall apply to all of the land in Dogwood Manor Subdivision, as shown on the plat and located in Section 34, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi.

- 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, a private garage for no more than two vehicles and separate detached building incidental to residential use. No single lot may be subdivided into two or more lots for the purpose of building another dwelling, and no two lots may be combined to make one lot.
- All dwelling or other structures on the lots must be in compliance with the requirements of the City of Olive Branch.
- No structure of a temporary nature such as trailers, basements, tents, sheds, garages, barns, motor homes, or other out building shall at any time, be used, either temporarily or permanently, as a residence.
- No noxious or offensive trade or activity may be carried on upon any lot nor shall anything be done thereon which may be, or become, a nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be carried on upon any lot. All lots and patio homes are to be residential use only.
- Easements for the installation and maintenance of the utilities and drainage facilities are reserved as shown by the plat. All setbacks are as shown on plat.
- No shell type or modular-type home will be permitted or erected in this subdivision. All houses must be new construction. No house may be moved into the subdivision from another area.
- The minimum area of any single family story dwelling in Dogwood Manor Subdivision shall not be less than 1300 square feet exclusive of open porches and garages. All two story houses shall not be less than 1300 square feet and shall have a minimum groundfloor area of 750 feet, exclusive of open porches, and garages. All 1 1/2 story houses shall not be less than 1300 square feet and shall have a minimum ground floor area of 750 feet, exclusive of open porches and garages.
- 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 customary signs used by the builder to advertise the property during construction and sale.
- The developer of the subdivision shall retain all mineral rights for the land in Dogwood Manor Subdivision for the purpose of retaining the royalty on sold minerals if these minerals are developed on adjacent property.
- No vehicles of any kind shall be kept in the subdivision unless it displays a current inspection sticker, except for lawn equipment used for the property maintenance only. No junk cars or trucks or any mechanical devices that are visually in need or repair shall be kept on any lot at any time for any purpose. Any junk car or truck or mechanical device that is kept within the right-of-way of the existing streets shall be subject to removal by the proper authorities without the permission of the owner.
- All fences shall be uniform and shall conform to the design and material standards established by the developer. No wire fences of any nature shall be installed within this subdivision. Approval must be given by Tommy White for permits to erect such a fence.
- Construction of any dwelling shall be completed within eight (8) months from commencement of construction. Construction must begin within 18 months from date the lot is purchased. No buildings shall be erected on any lot in the subdivision until building plans, specifications and approved in writing as to conformity and harmony with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by Tommy White or by a duly appointed representative of Mr. White. Two sets of plans shall be submitted to Tommy White for approval. One set of plans will be returned to the applicant and one set will be retained.
- Vegetable gardening shall be allowed only to the rear of the home. No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot except dogs, cats and other household pets which may be kept provided they are not bred or kept for any commercial purposes. No commercial breeding is allowed. In all instances, household pets shall be restrained within fenced areas or under leash.
- These restrictions may be altered or amended only by the Developer, or its assigns or successors by written instrument duly executed, acknowledged and recorded; provided, however, the Developer agrees that these restrictions will not be altered or amended without the consent of at least 75% of the lot purchasers. The Developer shall be considered a lot purchaser and shall have a vote for each unsold lot for the purpose of consent to amendments.
- 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 in the street. No tractor-trailers can be parked on any lot or on the street.
- Trash, garbage and other waste or rubbish shall be kept in sanitary containers, provided specifically for these purposes. All equipment for the storage or disposal of such materials shall be approved by the City and shall be kept in a clean, sanitary and orderly condition.
- Utility buildings shall be allowed but must conform to the main structure as to type of material style and color. The maximum size and location of the utility building may be limited by the developer, Tommy White or his designated representative. Approval must be given by Tommy White for permits to erect such as utility building.
- All mail boxes shall be of like kind, constructed of the same material and be manufactured by the same manufacturer as approved by Tommy White or his representative.
- All exterior colors shall be at the discretion of the Developer. Brick, roof and siding colors have been preselected. These are the only selections that will be allowed.
- Every lot owner shall have a right and easement of enjoyment to the common property.
- Neither the developer, nor any architect, nor agent thereof, shall be responsible in any way for any defects in plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.
- If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants or restrictions herein before they expire, it shall be lawful for any other person or persons owning lots in this subdivision to prosecute any proceedings at law or in equity against person covenant to restriction or attempting to violate any such provisions which shall remain in full force and effect.
- Invalidation of any one of the covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- The platted property is subject to those covenants, restrictions, and easements as set forth in document filed of record in book _____ page _____ and as maybe otherwise amended from time to time, 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 document including, without limitation, the obligation to be a member of The Patio Homes Association.

LEGAL DESCRIPTION
 BOUNDARY SURVEY OF A 20.65, MORE OR LESS, ACRE TRACT OF LAND BEING LOCATED IN THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 6 WEST, OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI and is further described as follows:

Begin at the present intersection of the northerly line of the Burlington-Northern (Frisco) Railroad with the northerly line of Section 34, Township 1 South, Range 6 West; thence southeastwardly 1910.0 feet with the northerly line of said railroad to a point; thence North 84 degrees 54 minutes 12 seconds East 179.34 feet to an iron stake (set); said stake being also the True Point of Beginning for the herein described tract; thence North 03 degrees 32 minutes 26 seconds West 589.50 feet to an iron stake (found); thence North 10 degrees 51 minutes 22 seconds West 307.16 feet to an iron stake (found); thence North 85 degrees 10 minutes 39 seconds East 371.16 feet to an iron stake (found); thence North 84 degrees 56 minutes 45 seconds East 719.12 feet to an iron stake (set); said stake being 805.91 feet westwardly and 424.43 feet southwardly from the Northeast corner of the Northeast Quarter of said section; thence South 03 degrees 09 minutes 48 seconds West 902.12 feet to an iron stake (found) in the northerly line of Stephenson Lane; thence South 84 degrees 54 minutes 12 seconds West 947.63 feet with the northerly line of said Lane to the point of beginning containing 20.65, more or less, acres of land (899,577, more or less, Square Feet) being subject to all codes, regulations and revisions, easements and right-of-ways of record.

REFERENCE MATERIAL: WARRANTY DEED BOOK 223, PAGE 346; CORRECTION DEED BOOK 167, PAGE 436; EASEMENT AGREEMENT IN BOOK 223, PAGE 345; WARRANTY DEED BOOK 237, PAGE 509; HARAWAY GARDENS SUBDIVISION, SECTION "A" (PLAT BOOK 24, PAGE 20); HARAWAY GARDENS SUBDIVISION, SECTION "B" (PLAT BOOK 37, PAGE 20); JONES COMMERCIAL AND INDUSTRIAL PARK SUBDIVISION (PLAT BOOK 13, PAGE 23).

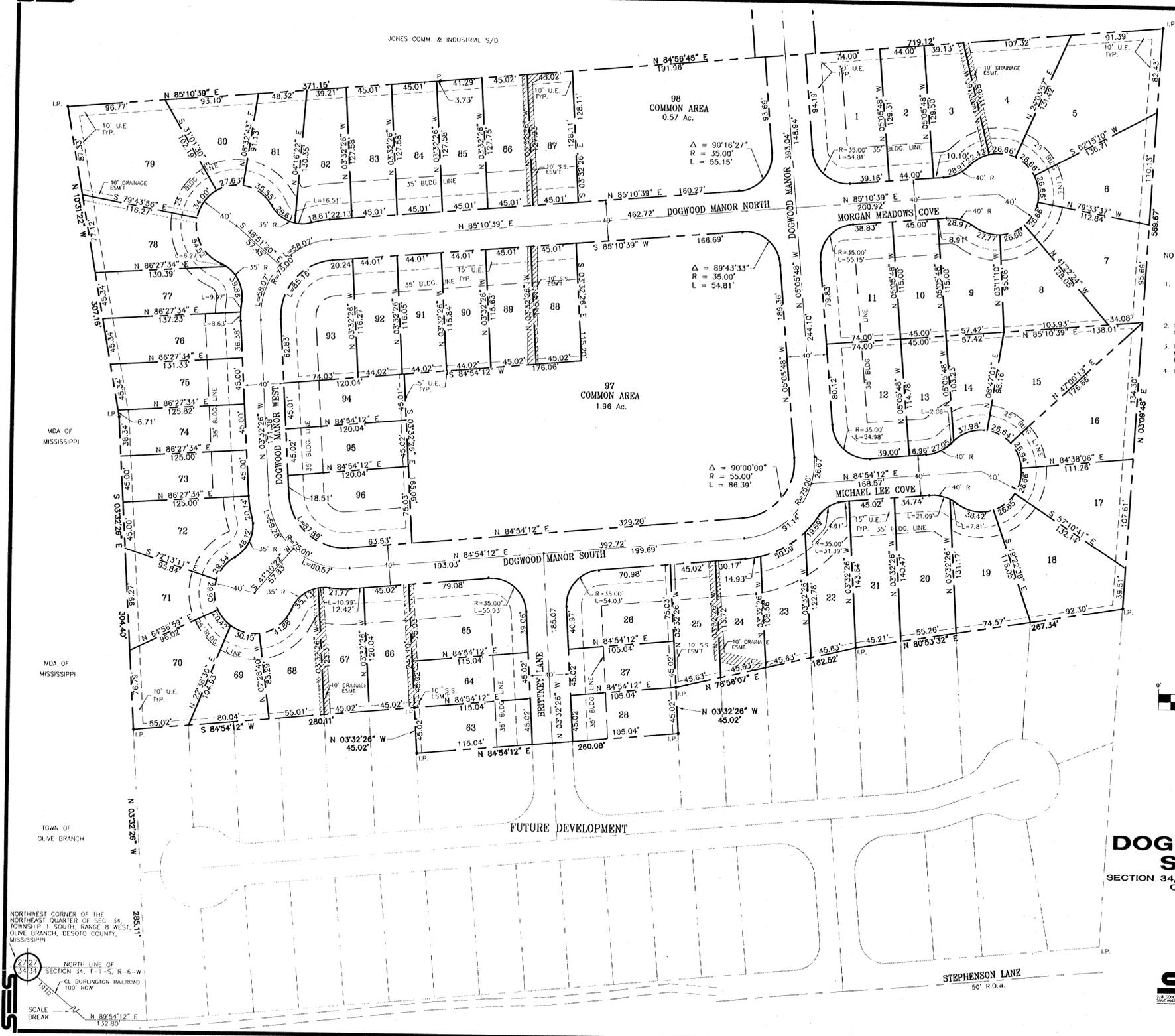
DATE: 04 OCTOBER 1994.

SECTION A
FINAL PLAT OF
DOGWOOD MANOR
SUBDIVISION
 SECTION 34, TOWNSHIP 1 SOUTH, RANGE 6 WEST
 OLIVE BRANCH, MISSISSIPPI

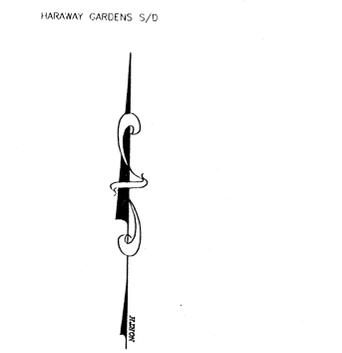
JULY, 1995
 ZONING : PUD
 TOTAL AREA: 12.33 Ac.
 TOTAL LOTS: 64
 DEVELOPER: TOMMY WHITE
 5860 SOUTHRIDGE
 OLIVE BRANCH, MISSISSIPPI 38854
SES SMITH
 ENGINEERING & SURVEYING
 1000 W. 10th St. - 3rd Fl.
 Jackson, MS 39201
 TEL: (601) 344-3311

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- NOTES:
1. MINIMUM SET BACKS ARE AS FOLLOWS:
 A. FRONT SETBACKS AS SHOWN ON PLAT
 B. 5' SIDE YARD
 C. 25' REAR YARD
 2. WATER AND SEWER SERVICES WILL BE PROVIDED BY THE CITY OF OLIVE BRANCH.
 3. IRON PINS SET ON ALL PROPERTY CORNERS. CHISEL MARKS ARE PLACED ON THE CURB AT THE FRONT PROPERTY CORNER.
 4. THERE IS A 15' FRONT YARD UTILITY EASEMENT.



SECTION 'A'
**FINAL PLAT OF
 DOGWOOD MANOR
 SUBDIVISION**
 SECTION 34, TOWNSHIP 1 SOUTH, RANGE 6 WEST
 OLIVE BRANCH, MISSISSIPPI
 SCALE: 1" = 80'
 AUGUST, 1998

ZONING: PUD
 TOTAL AREA: 14.34 Ac.
 TOTAL LOTS: 64
 DEVELOPER:
 TOMMY WHITE
 5880 SOUTHBRIDGE
 OLIVE BRANCH, MISSISSIPPI 38654

SES SMITH
 ENGINEERING & SURVEYING
 1000 W. 10TH ST. SUITE 100
 JACKSON, MISSISSIPPI 39201

NORTHWEST CORNER OF THE
 NORTHEAST QUARTER OF SEC. 34,
 TOWNSHIP 1 SOUTH, RANGE 6 WEST,
 OLIVE BRANCH, DESOTO COUNTY,
 MISSISSIPPI

272'
 24.54'
 NORTH LINE OF
 SECTION 34, T-1-S, R-6-W
 CL. BIRMINGHAM RAILROAD
 100' ROW

SCALE
 BREAK
 N 89°54'12" E
 132.80'