

**RESTRICTIVE COVENANTS
APPLE CREEK NORTH SUBDIVISION, SECTION 'D'
SECTION 3, TOWNSHIP 2-SOUTH, RANGE 8-WEST**

IF THE PARTIES HERETO OR ANY OF THEM THEIR HEIRS OR ASSIGNS SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS, LIMITATIONS OR RESTRICTIONS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN THIS SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUALLY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, LIMITATIONS OR RESTRICTIONS, AND EITHER TO PREVENT HIM OR THEM FROM SO DOING OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION.

INVALIDATION OF ANY ONE OF THESE COVENANTS, LIMITATIONS OR RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

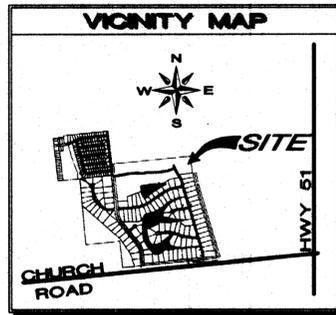
- Each owner, corporate or otherwise, of a lot in Apple Creek North Subdivision, Sec. "D" shall be a member of the Apple Creek North Homeowners Association, a non profit corporation to be created for the purpose of owning and maintaining the lake dam site and other common areas, which membership is subject to the by-laws and other rules and regulations thereof. Such lot owner shall have the use of Apple Creek North Lake only so long as he is a member of said association.
- Only owners of Lots 168-173 and Hugh Dancy, or his appointed representative, shall have use of the Private Lake. All area covered by the Private Lake water shall be deemed a common use area for the owners of Lots 168-174 and Hugh Dancy. However, no right is extended to any lot owner to trespass on another lot not covered by water.
- 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 nor single dwelling and a private garage for not more than three cars, and separate detached, hereinafter referred to as detached building, incidental to such use. Two or more lots may be combined for use as one lot, and in such case the interior lot line may be disregarded in so far as side yard requirements are concerned. In the event two or more lots are combined to be used as a single lot under one ownership, no part of the combined lots may be sold or conveyed without approval as may then be required by the appropriate governing authority.
- All dwellings and other structures constructed on the lots must be in compliance with requirements of the Horn Lake Planning Commission and its successors. Detailed building plans must be submitted to the developer or his designated agent in duplicate. If approved, the approval must be noted on the face of one of the set of plans and the other held on file by the developer or his designated agent. The finished building must be shown on the original plans and any changes must be approved in writing.
- The developer or his designated agent shall have the authority in approving or rejecting building plans. The developer or his designated agent's authority shall include but not be limited to architectural design, compatibility with surrounding houses, location on the lot and proposed construction material. All houses must have a minimum of 1800 square feet of heated space excluding garages, porches, etc. Two story houses must have a minimum of 1000 square feet on the ground floor excluding garages, porches, etc. All houses must have a minimum of three sides covered in brick, stone or other material approved by the developer or his designated agent. All construction shall be of new material.
- All houses must have an attached garage that opens to the end or back of the house unless an exception is approved by the developer or his designated agent because of lot terrain.
- No detached building will be constructed without approval of the Horn Lake Planning Commission and appropriate permits must be obtained prior to construction. These buildings must also meet the approval of the developer or his designated agent who in addition to Horn Lake has the authority on design, construction material and site location. POSITIVELY NO METAL BUILDINGS WILL BE ALLOWED.

- Construction must be complete and drives paved within 12 months of the date the building permit is issued, or delivery of construction material to site, whichever occurs first. The landscaping must also be completed in this 12 month period.
- No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste substance 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 clean and sanitary condition. Also, lots must be kept mowed and not allowed to grow up with grass and weeds. Only electric motors will be allowed on Apple Creek North Lake and the private lake.
- The developer or his designated agent and/or the association, at its discretion, may hire the work done and bill the lot owner. If the lot owner does not pay the developer or his designated agent and/or the Association within 30 days, the developer or his designated agent and/or the Association shall have the right to file a lien against the property to recover the expense of bringing the lot owner to compliance.
- No structure of a temporary character, basement, tent, shock garage, barn, mobile home or other detached building shall be used on any lot at any time as a residence, either temporarily or permanently.
- Fences in the front yard of any lot can be no more than 3 feet high and must be constructed of wood, stone, brick, or wrought iron.
- There shall be no utility lines or high voltage lines as determined and controlled by the developer as long as the developer owns a lot. The Apple Creek North Homeowner's Association will enforce this covenant only after the developer owns no more lots.
- Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear, front and along both sides of each yard, or as shown on the plat.
- No obnoxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighbors. No business or trade of a commercial nature shall be carried on upon any lot. All lots and houses are for residential use only.
- No cow, hog, goat or similar animal other than domestic pets shall be kept or harbored on any lot. However horses may be kept.
- No vehicle of any kind shall be left in the subdivision unless it displays a current license plate and a current inspection sticker except for tractors used for property maintenance only. No commercial vehicle of any kind over (1) ton may be parked in Apple Creek North Subdivision, Sec. "D". All motorized vehicles must be parked on paved surfaces only.
- Mobile homes are strictly forbidden, either temporary or permanently.
- The property herein conveyed is subject to an assessment by Apple Creek North Homeowner's Association of \$50.00 (fifty dollars) on an annual basis, until changed by a majority of the total votes eligible to be cast by the members of the Association. Said assessments shall be due and payable as the Board of Directors determine, and if not paid shall bear interest at the prevailing rate until paid. Such assessments shall be a lien on the property so assessed and collectable by proper action at law, or proceedings in the Chancery, for enforcement of such lien. Lots owned by Hugh Dancy shall not be assessed the annual assessments.

- The lien of the assessment provided for herein shall be subordinate to the lien of any first and/or second mortgage recorded prior to said assessment. The lien of the assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Mississippi. Sale or transfer shall not relieve such site from liability for any assessments thereafter becoming due or from the lien thereof.
- No pier shall extend more than fifteen feet out into the lakes from the shoreline at full lake level.
- No houseboats or boathouses shall be allowed on either lake. Only electric motors will be allowed on Apple Creek North Lake and the private lake.
- Trotline fishing and jugging will not be allowed in Apple Creek North Lake nor will any other type fishing other than the generally accepted forms of sport fishing except by special permission of the Apple Creek North Homeowner's Association and/or the Developer.
- Electrical services must be underground from the street pole or drop pole to each home.
- These covenants are to run with the land and shall be binding upon all parties and persons claiming under them from the date these covenants are recorded, after which time said covenants shall continue in force and effect until an instrument signed by 2/3 majority of then owners of the lots have been recorded agreeing to change said covenants in their entirety or in part. Each lot owner shall have one vote. As long as the developer, Hugh Dancy, owns a lot, the developer may amend these covenants without the consent of the other lot owners.
- In the event any restrictive covenants of Apple Creek North Subdivision, Sec. "D" is declared by the courts to be invalid, the same shall not effect the validity of these covenants on a whole or any part thereof other than the part declared to be invalid.
- Enforcement of covenants shall be by proceedings of law or in equity against any person or persons violation or attempting to violate any restrictive covenant either to restrain violation or to recover damages.

WITNESS THE SIGNATURE OF THE OWNER THIS 24th DAY OF APRIL, 1996.
BY: Hugh Dancy
Owner

- NOTES:
- MINIMUM SETBACKS ARE AS FOLLOWS:
A. 50' FRONT YARD
B. 15' SIDE YARD
C. 50' REAR YARD
 - SEWER SERVICE WILL BE PROVIDED BY THE CITY OF HORN LAKE. WATER SERVICE WILL BE SUPPLIED BY THE HORN LAKE WATER ASSOCIATION.
 - THIS PROPERTY IS NOT LOCATED IN HUD IDENTIFIED SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAP NO. 28033C0040 D, DATED MAY, 1990.
 - IRON PINS ARE SET ON ALL PROPERTY CORNERS.



OWNER'S CERTIFICATE
I, HUGH DANCY 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 HAVE BECOME DUE AND PAYABLE. THIS THE 24th DAY OF APRIL, 1996.
Hugh Dancy
OWNER OR AUTHORIZED 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 24th DAY OF APRIL, 1996, WITHIN MY JURISDICTION, THE WITHIN NAMED HUGH DANCY, WHO ACKNOWLEDGED THAT HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.
APR 19 1996
MY COMMISSION EXPIRES: _____
HORN LAKE PLANNING COMMISSION
APPROVED BY THE HORN LAKE PLANNING COMMISSION ON THIS THE 4th DAY OF MARCH, 1996
ATTEST:
J.P. Robinson CHAIRMAN
William J. Ference SECRETARY
HORN LAKE MAYOR & BOARD OF ALDERMEN
APPROVED BY THE HORN LAKE MAYOR AND BOARD OF ALDERMAN ON THIS THE 2nd DAY OF APRIL, 1996
Diane Stewart CITY CLERK
Mike Moran MAYOR

STATE OF MISSISSIPPI
COUNTY OF DESOTO
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT 10:00 O'CLOCK P.M. ON THE 24th DAY OF APRIL, 1996 AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK 53 PAGE 2.

CERTIFICATE OF ENGINEER
THIS IS TO CERTIFY THAT I HAVE DRAWN THIS SUBDIVISION PLAT SHOWN HEREON AND THE PLAT OF SAME IS ACCURATELY DRAWN FROM INFORMATION FURNISHED BY ME.
W.E. Davis CHANCERY CLERK
W.E. Davis CHANCERY CLERK

MORTGAGEE'S CERTIFICATE
I, HUGH DANCY OWNER OF THE PROPERTY HEREBY, 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 24th DAY OF APRIL, 1996.
TITLE _____ SIGNATURE OF MORTGAGEE _____

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 _____ DAY OF _____, 19____, WHO ACKNOWLEDGED THAT HE/SHE IS _____ AND THAT FOR AND ON BEHALF OF THE SAID BANK, AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK SO TO DO.
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

*Declaration of Covenants
Conditions & Restrictions 536 pg 137
Recorded in wt deed BK 536
This the 14th day of Aug 2006
W.E. Davis Chancery Clerk
by W.E. Davis*

*Declaration of Covenants, Conditions
& Restrictions
Recorded in wt deed
BK 767 RS 611
This the 14th day of
July 2015
W.E. Davis Chancery Clerk
by Psino De*

**FINAL PLAT OF
SECTION "D"
APPLECREEK NORTH
SUBDIVISION**

SECTION 3, RANGE 8 W, TOWNSHIP 2 SOUTH
DESOTO COUNTY, MISSISSIPPI

SCALE: 1" = 100'
APRIL, 1996

ZONING: AR
TOTAL AREA: 27.76± ACRES
TOTAL LOTS: 24

DEVELOPER
HUGH DANCY
8450 SWINNEA ROAD
SOUTHAVEN, MISSISSIPPI

SES SMITH
ENGINEERING & SURVEYING
828 GOODMAN ROAD, SUITE 6
SOUTHAVEN, MISSISSIPPI 38671
(601) 349-1348
FAX (601) 349-0711

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	25.00'	39.15'	24.88'	35.27'	N61°41'34"W	89°43'46"
C2	25.00'	38.66'	24.40'	34.92'	N29°08'29"E	88°36'09"
C3	884.02'	43.19'	21.60'	43.18'	N83°22'20"E	02°47'56"
C4	817.20'	55.89'	27.87'	55.67'	S78°21'34"W	05°10'12"
C5	75.00'	3.78'	4.30'	9.78'	N80°48'19"E	07°28'28"
C6	2862.23'	53.46'	26.73'	53.46'	S60°21'22"W	01°09'02"
C7	2862.23'	0.00'	0.00'	0.00'	S57°37'10"W	00°00'00"
C8	4270.97'	53.87'	26.93'	53.87'	S55°38'18"W	00°43'21"
C9	4220.97'	9.27'	4.64'	9.27'	S57°00'51"W	00°07'33"
C10	2812.23'	13.78'	6.89'	13.78'	S60°47'15"W	00°18'08"
C11	125.00'	18.31'	8.16'	16.30'	N60°48'19"E	07°28'28"
C12	1975.00'	62.38'	31.19'	62.38'	S15°55'24"E	01°48'33"
C15	100.00'	12.02'	6.02'	12.01'	N81°03'58"E	06°53'11"
C17	4572.67'	37.11'	18.56'	37.11'	S16°35'46"E	00°27'54"
C19	225.00'	28.86'	13.44'	26.84'	N15°23'46"E	06°50'20"
C20	100.00'	1.03'	0.51'	1.03'	N77°19'44"E	00°35'17"

LINE	DIRECTION	DISTANCE
L3	S18°49'41"E	57.58'
L6	S55°11'14"W	10.97'
L7	S54°47'13"W	61.61'
L8	S84°30'33"W	31.67'
L10	N54°47'13"E	50.49'
L11	N59°11'14"E	14.39'
L13	S36°30'48"E	36.48'
L14	N73°26'33"E	61.75'
L16	S59°50'02"W	13.42'
L17	S53°45'53"W	15.07'
L19	N36°30'48"W	19.59'
L20	N36°30'48"W	10.47'
L21	N84°30'33"E	31.67'

NOTES:

- MINIMUM SETBACKS ARE AS FOLLOWS:
A. 50' FRONT YARD
B. 15' SIDE YARD
C. 50' REAR YARD
- A 10 FEET WIDE UTILITY EASEMENT IS REQUIRED ON ALL STREET FRONTAGE. A 5 FEET WIDE UTILITY EASEMENT IS REQUIRED ALONG EACH SIDE OF EACH LOT LINE AND ALONG ALL REAR LOT LINES.
- SEWER SERVICE WILL BE PROVIDED BY THE CITY OF HORN LAKE. WATER SERVICE WILL BE SUPPLIED BY THE HORN LAKE WATER ASSOCIATION.
- THIS PROPERTY IS NOT LOCATED IN HUD IDENTIFIED SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAP NO. 2803300040 D, DATED MAY, 1990.
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