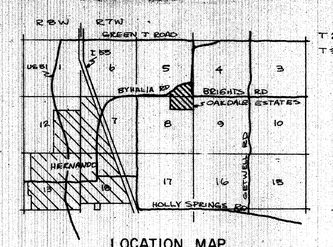
FINAL PLAT OF OAKDALE ESTATES

FIRST REVISION

LOCATED IN
SECTIONS 5 & 8, TOWNSHIP 3 SOUTH, RANGE 7 WEST
DESOTO COUNTY, MISSISSIPPI

135.3 ACRES ZONED AGRICULTURAL "A"

REVISED NOVEMBER 7, 1995



LOCATION MAP
SCALE: .75" = 1MI.

CONCRETE MONUMENTS SET ON ALL LOT CORNERS

RESTRICTIVE COVENANTS FOR OAKDALE ESTATES

The following restrictive covenants shall apply to all of the land in Oakdale Estates Subdivision as shown on the plat, located in Sections 5 & 8, Township 3 South, Range 7 West, DeSoto County, Mississippi.

(1) No lot shall be used for other than 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. Any other separate, detached building (bath house, utility building, etc.) must be approved by the Architectural Control Committee for Oakdale Estates. Any camper, boats, boat trailers or recreational equipment, positively must be stored so as not to be visible from the street.

(2) Two or more lots may be combined for use as one lot and, in such case, the interior lot lines may be disregarded insofar as side yard easement 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 re-subdivided (into two or more lots for the purpose of building another dwelling unless approved by the said Architectural Control Committee).

(3) All sewer connections must be approved by Mississippi State Board of Health. Water will be furnished by the Brights Water Association.

(4) All dwellings and other structures on the lots must be in compliance with the requirements of DeSoto County Planning Commission and its successors.

(5) Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown by the plat.

(6) No obnoxious or offensive activities shall be conducted upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood. No business of any kind shall be conducted upon any lot or in any building on any lot. All lots and houses are to be for residential use only.

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

(8) 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 a builder to advertise the property during the construction and sale period.

(9) No oil drilling, oil development operations, refining, gravel mining, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, gravel excavations or shafts be permitted upon or in any lot.

(10) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers only. All incinerators or other equipment for the storage or disposal of such material shall be maintained in a clean and sanitary condition.

(11) No building shall be permitted on any lot with ground (living) floor area of the main structure, exclusive of open porches and garages, of less than 3,000 square feet. No single carport or garages shall be permitted. Once home construction has commenced, it shall be continious until house is completed. All houses must be at least 60% brick, stone or cypress or of construction approved by the said Architectural Control Committee.

(12) No shell or modular house will be permitted in this subdivision regardless of the price or square footage of the house. All houses must be of new construction and no house that is moved from another area will be permitted in this subdivision.

(13) No building shall be located on any lot nearer to the front line than the minimum building setback line as shown on the recorded plat. No building shall be located nearer than twenty feet (20') to any interior lot line or nearer than fifty feet (50') to any rear line. For the purpose of this restriction, eaves, steps, and open porches shall not be considered as part of the building.

(14) No hunting will be allowed in this subdivision.

(15) The streets of Oakdale Estates are not dedicated to the public but are held in common by the property owners for access to all lots therein by the said owners, their guests, invitees, or other persons having legal business with any owner. Said streets shall be constructed to meet County specifications. At such time as a political jurisdiction should assume maintenance responsibility for the streets, the said streets will be brought to applicable road maintenance specifications.

(16) Every person or entity who is a record owner of a fee or undivided fee interest in any lot within Oakdale Estates Subdivision shall be a member of an organization to be known as Oakdale Estates Property Owners Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

(17) The Developer covenants, and each Owner of any lot by acceptance of any deed therefor shall be deemed to covenant and agree, to pay to the said Association an annual assessment, whether or not it shall be so expressed in any deed or other conveyance. The annual assessment, together with interest at the rate of eight percent (8%) per annum from the date upon which it is due, and reasonable costs of collection therefor, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made.

The said assessment shall be levied by the Board of Directors of said Association and shall be used exclusively for the purpose of promoting the health and welfare of the lot Owners and in particular for the improvement and maintenance of streets, properties, services, facilities owned in common by lot Owners, and for reasonable costs required in the enforcement of the covenants and restrictions of Oakdale Estates.

Until the year beginning January, 1977, the annual assessment shall be One Hundred Fifty Dollars ($150.) per lot. From and after January 1, 1977, the annual assessment may be increased by the vote of the Board of Directors for the next succeeding three (3) years and at the end of each such period of three (3) years, for each succeeding period of three (3) years.

Said annual assessment shall be due and payable on March 1, of each consecutive year after the first year. The first annual assessment shall be made for the balance of the calendar year during which a lot is purchased from the Developer and shall be due and payable when title vests thereto.

(18) The said Board of Directors shall consist of five (5) Association members who shall be elected by the members of the said Oakdale Estates Property Owners Association. Members shall be entitled to one (1) vote for each lot in which they hold an interest required for membership. Where more than one (1) person holds such interest or interests in any lot, all such owners shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such lot.

Those nominees receiving the largest number of votes shall be elected.

The first meeting for the election of a Board of Directors shall be called by the Developer during the first quarter of January, 1975. Annual meetings shall thereafter be held on the third Monday of January.

Members of the Board of Directors shall serve a term of one (1) year.

The Board of Directors is authorized to perform all acts for and on behalf of the Association and to formulate all regulations regarding its organization and the performance of its duties.

(19) No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

(20) The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by The Association, or the Owner of any lot therein, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date the plat is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

(21) Any notice required to be sent to any Member or Owner under the provisions hereof shall be deemed to have been properly sent when mailed, postage pre-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

(22) Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter.

(23) Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

OWNERS' CERTIFICATE

John B. Strange and wife, Jeanne H. Strange and Robert S. Chick and wife, Tina P. Chick hereby adopts this as their plan of subdivision and dedicate the right of way to Byhalia Road and sixty (60') foot right of way for a future road along the East property line of the subdivision as shown, to the public use forever, [redacted]

This the 14th day of February, 1995.

Robert S. Chick
Tina P. Chick
John B. Strange
Jeanne H. Strange

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me the undersigned authority in and for said County and State, John B. Strange and wife, Jeanne H. Strange and Robert S. Chick and wife, Tina P. Chick who acknowledged that they signed and delivered the foregoing Plat for the purpose therein mentioned.

Given under my hand and official seal of office this the 14 day of February, 1995.

Notary Public

My commission expires: My Commission Expires 9-17-96

APPROVED BY THE DESOTO COUNTY PLANNING COMMISSION OF DESOTO COUNTY, MISSISSIPPI, ON THE 27 DAY OF April, 1995.

R. Bruce James
V. Chairman

ATTEST: Patricia Kuhlen
Secretary

APPROVED BY BOARD OF SUPERVISORS OF DESOTO COUNTY, MISSISSIPPI, ON THE 3rd DAY OF May, 1995

Eugene C. Stach
President

ATTEST: W. E. Davis Chancery Clerk
Clerk of the Board (seal) by B. Cleveland DC

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I hereby certify that the subdivision plat shown hereon was filed for recording in my office at 9:10 o'clock A.M. on the 27 day of August, 1997 and was immediately entered upon the proper indexes and duly recorded in PLAT BOOK 58, PAGE 16.

W. E. Davis Chancery Clerk
Chancery Court Clerk
by B. Cleveland DC

Amendment to Restrictive Covenants
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Warranty Deeds BOOK
NO. 635 PAGE 648
THIS THE 15 DAY OF June, 2018
W E Davis
By M. Cole, DC CHANCERY CLERK

CERTIFICATE OF SURVEY

This is to certify that I have surveyed that subdivision shown hereon, and that the plat of same accurately shows the survey and is true and correct.

Ronald R. Williams
Ronald R. Williams, P.E., PLS
Mississippi No. 4328
LS No. 1000
Aug. 15, 1997

APPROVED
John Dickerson
OCT. 15, 1996
DESOTO COUNTY
HEALTH DEPARTMENT

APPROVAL FOR FIRST REVISION ON LOTS 6, 7, +8 ONLY

RONALD R. WILLIAMS & ASSOCIATES, INC.
CIVIL ENGINEERS HERNANDO, MISSISSIPPI

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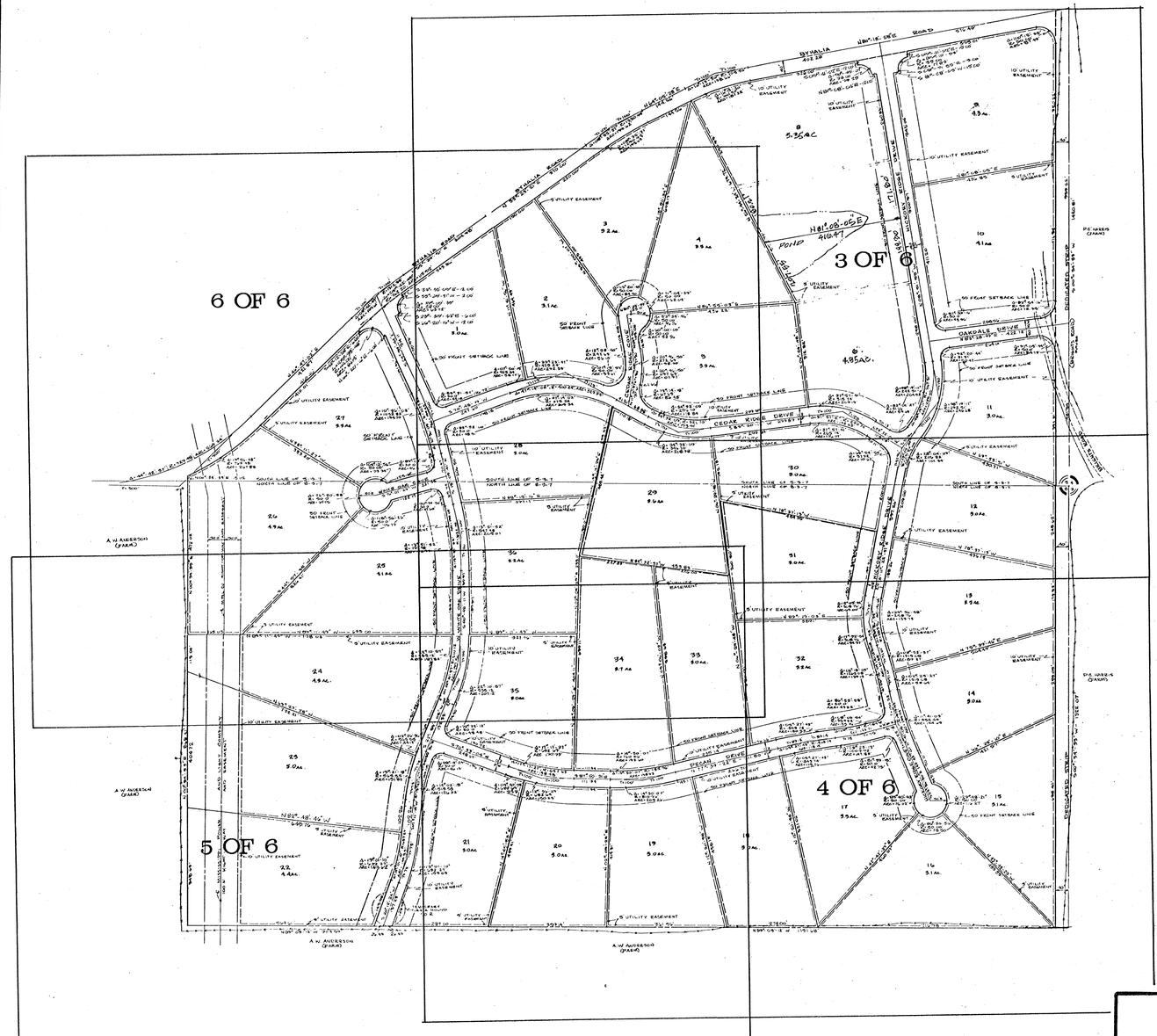


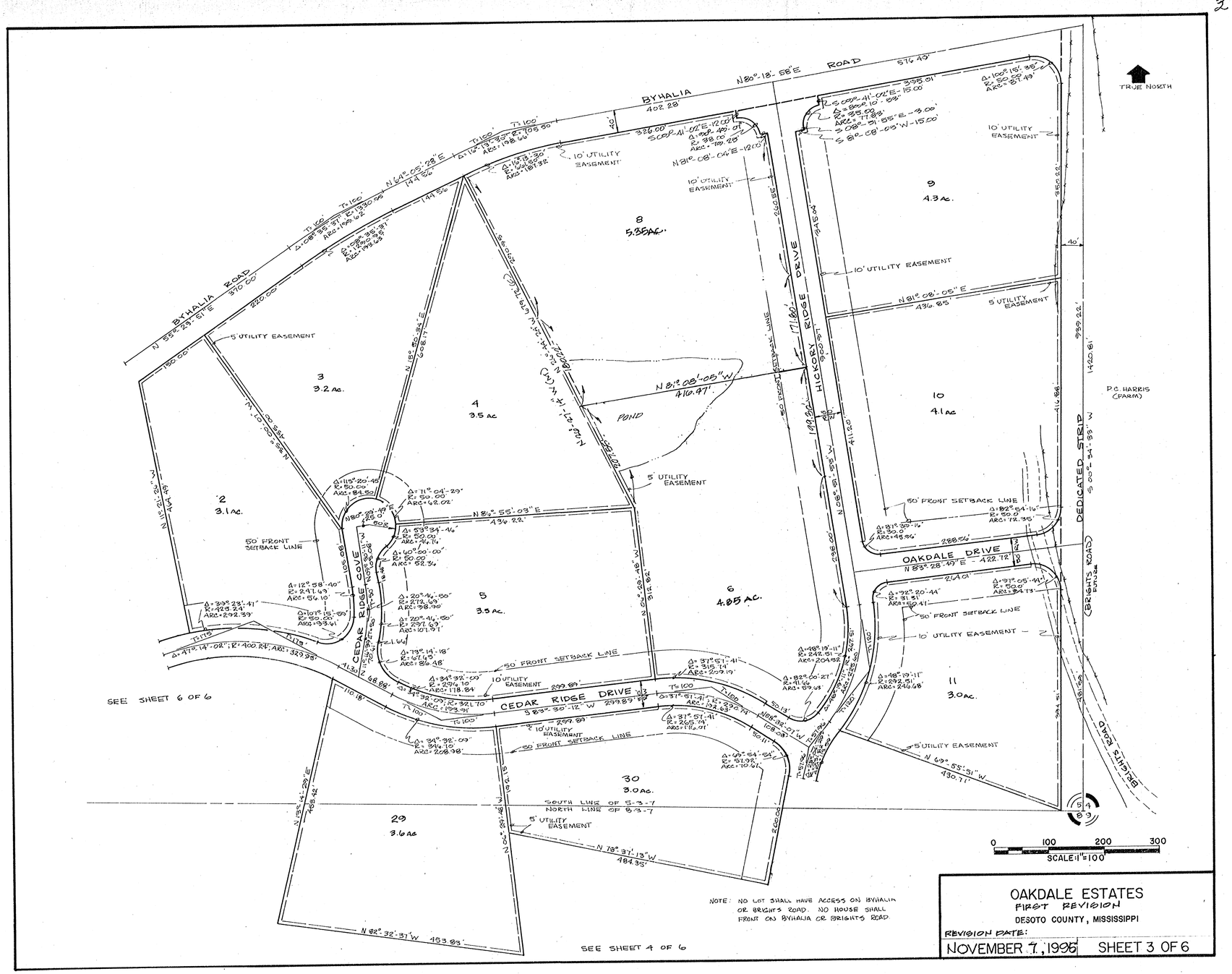
OAKDALE ESTATES
FIRST REVISION

DESOTO COUNTY, MISSISSIPPI

REVISION DATE

NOVEMBER 7, 1995

SHEET 2 OF 6



NOTE: NO LOT SHALL HAVE ACCESS ON BYHALIA OR BRIGHTS ROAD. NO HOUSE SHALL FRONT ON BYHALIA OR BRIGHTS ROAD.

OAKDALE ESTATES
FIRST REVISION
DESOTO COUNTY, MISSISSIPPI

REVISION DATE:
NOVEMBER 7, 1996 | SHEET 3 OF 6

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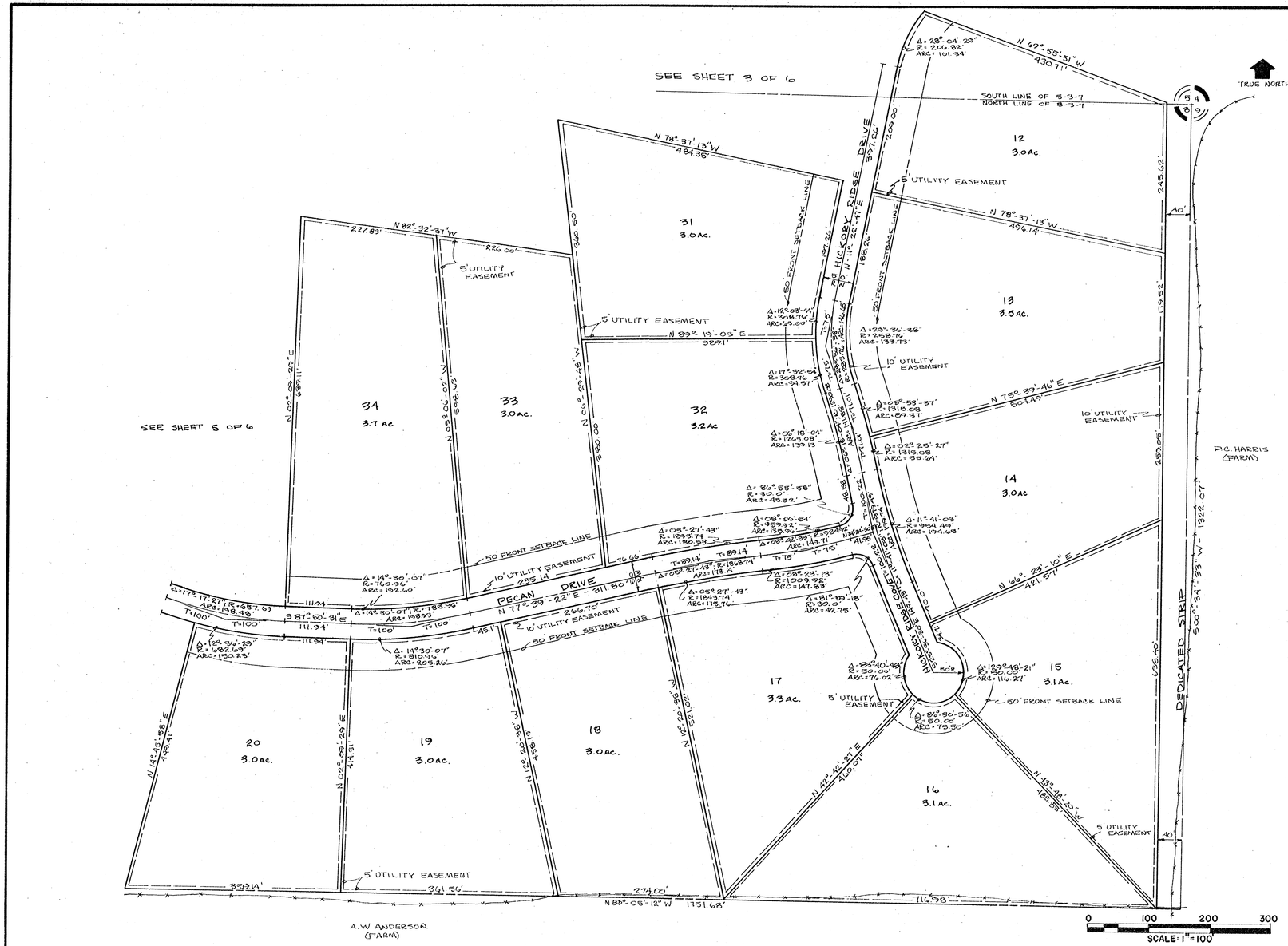

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OAKDALE ESTATES
FIRST REVISION
DESOTO COUNTY, MISSISSIPPI

NOVEMBER 7, 1995 | SHEET 4 OF 6

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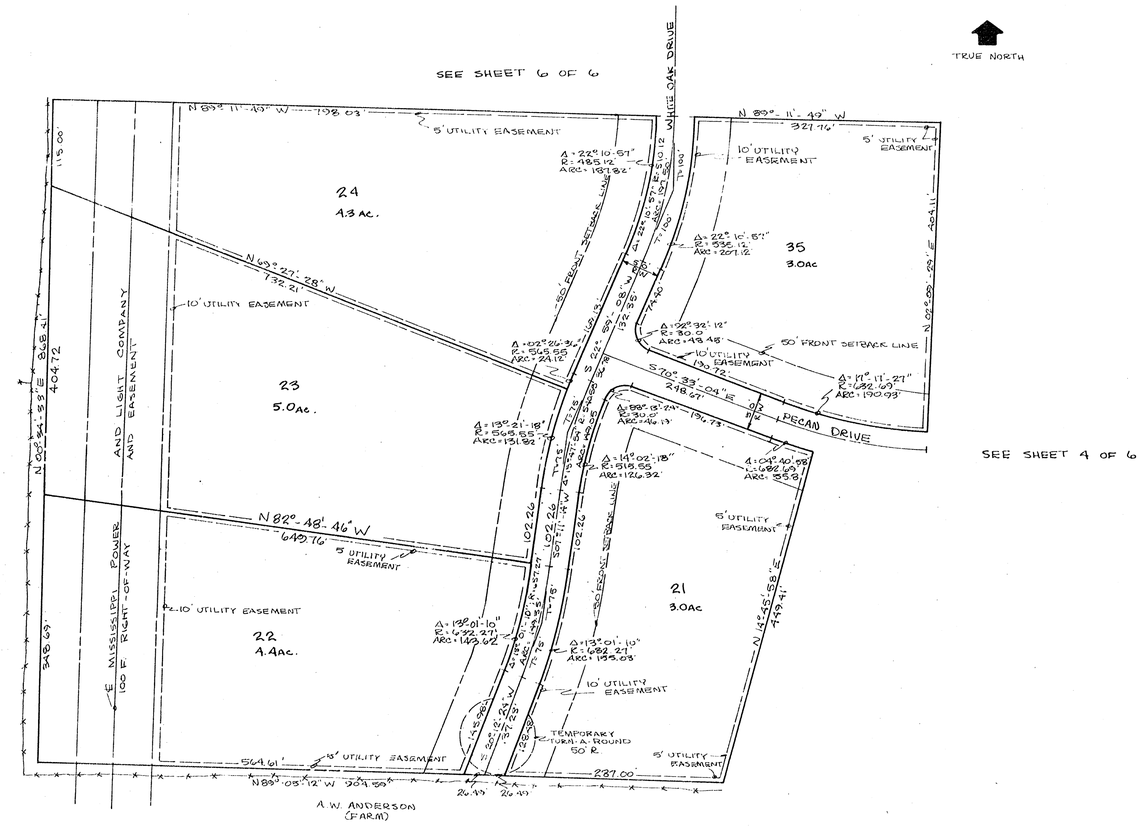

0 100 200 300

SCALE: 1" = 100'

OAKDALE ESTATES
FIRST REVIGION

DESOTO COUNTY, MISSISSIPPI

REVIGION DATE

NOVEMBER 7, 1995 | SHEET 5 OF 6

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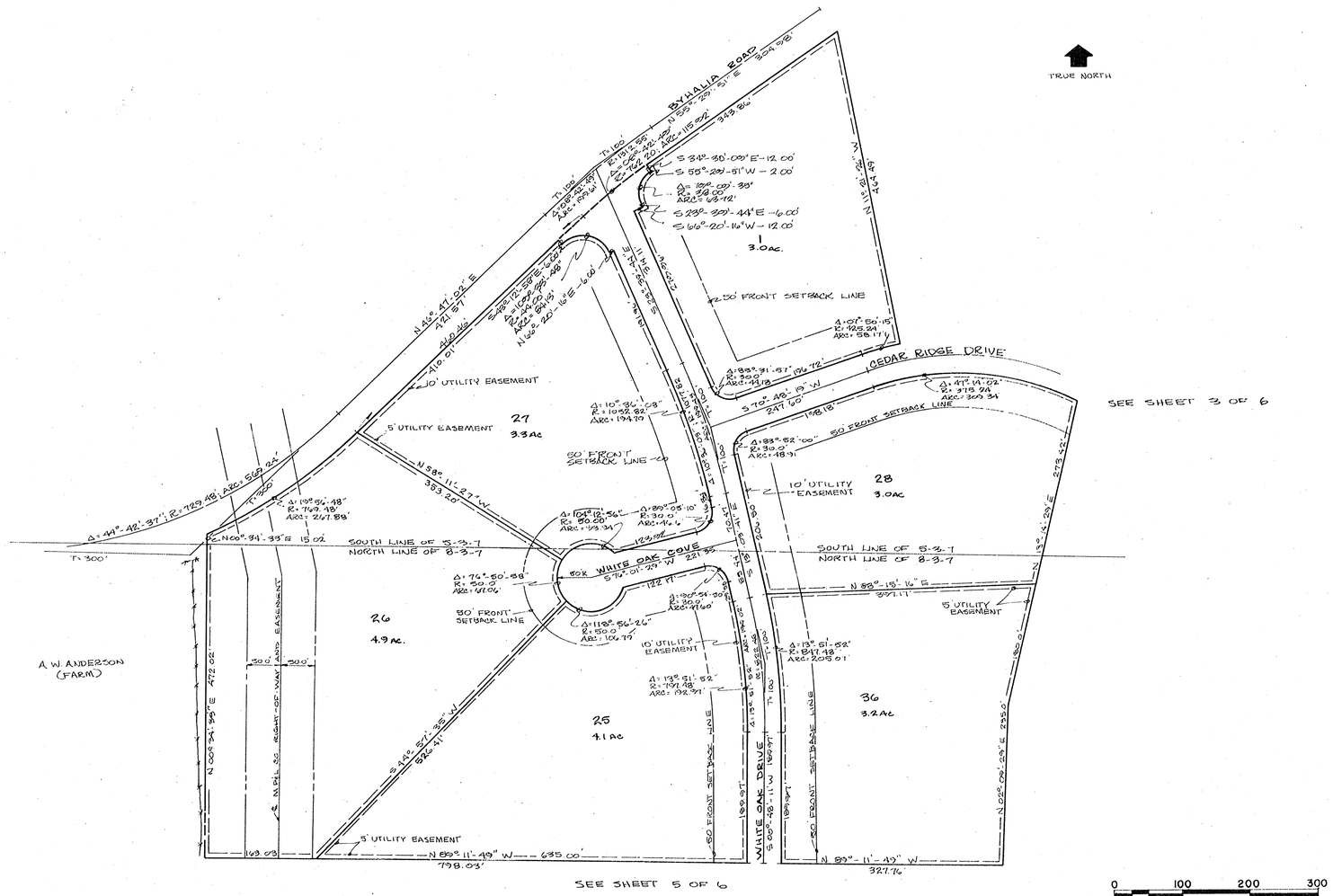

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SHEET 6 OF 6