

RESTRICTIVE COVENANTS, LIMITATIONS AND RESTRICTIONS

- These covenants limitations and restrictions are to run with the land and shall be binding on all parties and all persons claiming under until January 1, 2003, at which time said covenants, limitations and restrictions shall be automatically extended for successive ten (10) year periods, unless by vote of the majority of the 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 covenants, limitations or restrictions 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 judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- The Developer reserves to itself the right to impose additional and separate restrictions on any lot hereafter sold in this subdivision, said restrictions need not be uniform, and may differ as to different lots.
- All numbered lots are to be used for residential use only and are not to be re-subdivided into other lots.
- No lots shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste garbage 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 a clean and sanitary condition.
- An unattached accessory building not for living purposes may be erected in the yard as long as it meets the county building codes. Such an accessory building shall be located or erected to the rear of the main residence and shall be of like structure.
- The total minimum heated floor area of a residence, exclusive of open porches or garages shall be eighteen hundred (1800) 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.
- Exterior finish shall consist of natural wood, brick or vinyl siding. Masonite lap siding may be used as long as it is textured, no smooth surface lap siding.
- No disabled auto or any type vehicle may be stored on any lot. 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, other outbuilding, or to the rear of the main residence. No tractor-trailers 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.
- 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. 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 (50) percent of the lots in the subdivision, he may appoint any 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 half story house shall be 1200 square feet. The minimum for a two story house shall be 1000 square feet. All houses must have a two car garage. No carports allowed. All garages must be open from the rear or side of the house. All driveways must be blacktop, concrete or limestone.
- The construction of any house in the subdivision shall be required to be completed within twelve (12) months from the date that the construction begins. No signs will be permitted in the subdivision, except a five (5) square foot "For Sale" sign. Each lot shall be kept neat and in an orderly manner at all times.
- 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 kept on a leash, be fenced in a yard or kept in the house.
- No obnoxious or offensive trade or activity shall be carried on upon any lot in the subdivision nor shall any thing be done there on 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 is to be used as a residence at any time nor shall any house be permitted that has been moved from another location.
- 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 (10) 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 fences may be erected on any portion of any lot between the front of the residence and the street between the side of the residence and the street on the corner lots, unless same as a two or three rail split cedar fence. No fences shall exceed eight (8) feet in height. The minimum front yard setback for each lot is fifty (50) feet. The minimum side yard setbacks and minimum rear setbacks are as follows: Minimum side yard setback is fifteen (15) feet, Minimum rear setback is forty (40) feet.
- No driveways will be permitted to enter Dean Road.
- All utilities including but not limited to water, sewer, electric, telephone and television shall be run underground from the property connecting points to the building structure in such a manner to be acceptable to the governing utility authority and developer. All antennas and satellite dishes shall be placed at the rear of the building.

SETBACK REQUIREMENTS

Front Yard Setback	50-Foot
Back Yard Setback	40-Foot
Side Yard Setback	15-Foot
Front Utility Easement	20-Foot
Side Utility Easement	5-Foot

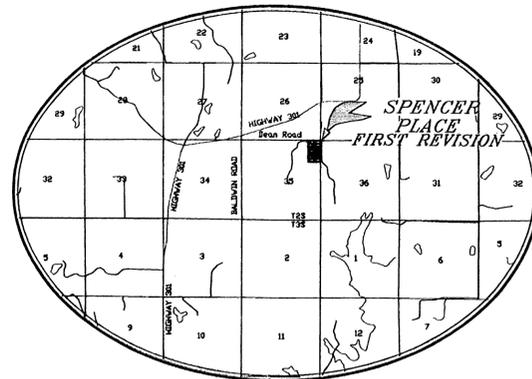
OWNER/DEVELOPER:
HERBERT J. SMITH, JR.
6390 Dean Road
Herrands, MS 38632
601-429-0530

R&A RUTHERFORD & ASSOCIATES
ENGINEERS SURVEYORS
2000 RUTHERFORD BLVD., SUITE 200
MEMPHIS, TN 38117

C144FPB.dwg

AGREED ORDER OF THIS INSTRUMENT
RECORDED IN WARRANTY DEED
BOOK 378 PAGE 642
THIS THE 1ST DAY OF SEPT, 2000
W E DAVIS, CHANCERY CLERK
BY m CALVI, DC

JUNE 1999



OWNER'S CERTIFICATE

We, AARON C. TICE and ANGELA C. TICE, owners of Lot 4, as shown hereon hereby adopt this as our plan of subdivision and dedicate the right-of-way of roads to the public use forever and reserve for the public utilities the utility easements shown on the plat. I certify we are owners in fee simple and that no taxes have become due and payable. This the 22 day of September, 1999.

Aaron C. Tice
AARON C. TICE
Angela C. Tice
ANGELA C. TICE

NOTARY'S CERTIFICATE

State of Mississippi
County of DeSoto
This day personally appeared before me the undersigned authority in and for said county and state on the 22 day of September, 1999, within my jurisdiction the within named AARON C. TICE and ANGELA C. TICE, who acknowledged they are owners of Lot 4 in fee simple and that no taxes have become due and payable.

Janice D. Langston
NOTARY
My commission expires: April 24, 2001

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I hereby certify that the subdivision plan shown hereon was filed for record in my office at 12:00 o'clock P.M. on the 15 day of October, 1999, and was immediately entered upon the proper index and duly recorded in Plat Book 378 on Page 1-2.

NOTES

Water will be provided by individual wells.
Sewer will be provided by individual on site treatment system.
Driveway culverts are the responsibility of the lot owner and not the responsibility of the developer, county or any future governing agent.

According to Federal Emergency Management Agency Flood Insurance Rate Map No. 28033C00085 D, dated May 3, 1990, the hereon shown property is not located in a flood hazard zone.

OWNER'S CERTIFICATE

We, HERBERT J. SMITH, JR. and CATHY J. SMITH, owners of the property shown hereon hereby adopt this as our plan of subdivision and dedicate the right-of-way of roads to the public use forever and reserve for the public utilities the utility easements shown on the plat. I certify we are owners in fee simple and that no taxes have become due and payable. This the 2 day of September, 1999.

Herbert J. Smith, Jr.
HERBERT J. SMITH, JR.
Cathy J. Smith
CATHY J. SMITH

NOTARY'S CERTIFICATE

State of Mississippi
County of DeSoto
This day personally appeared before me the undersigned authority in and for said county and state on the 2 day of September, 1999, within my jurisdiction the within named HERBERT J. SMITH, JR. and CATHY J. SMITH, who acknowledged they are owners of the property in fee simple and that no taxes have become due and payable.

Janice D. Langston
NOTARY
My commission expires: April 24, 2001

OWNER'S CERTIFICATE

I, JOSEPH J. HULING, owner of Lots 13 and 14, hereby adopt this as my plan of subdivision and dedicate the right-of-way of roads to the public use forever and reserve for the public utilities the utility easements shown on the plat. I certify I am owner in fee simple and that no taxes have become due and payable. This the 2 day of September, 1999.

Joseph J. Huling
JOSEPH J. HULING

NOTARY'S CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF DESOTO
This day personally appeared before me the undersigned authority in and for said county and state on the 22 day of September, 1999, within my jurisdiction the within named JOSEPH J. HULING who acknowledged that he is owner of Lots 13 and 14 and that no taxes have become due and payable.

Janice D. Langston
NOTARY
My commission expires: April 24, 2001

MORTGAGEE CERTIFICATE

BANK OF MISSISSIPPI, mortgagee of the property hereon, hereby adopt this as our plan of subdivision and dedicate the right-of-way of roads to the public use forever and reserve for the public utilities the utility easements shown on the plat. I certify BANK OF MISSISSIPPI is mortgagee in fee simple and that no taxes have become due and payable. This the 2 day of September, 1999.

Janice D. Langston
BANK OF MISSISSIPPI
Vice President
NOTARY'S CERTIFICATE

State of Mississippi
County of DeSoto
This day personally appeared before me the undersigned authority in and for said county and state on the 22 day of September, 1999, within my jurisdiction the within named JOSEPH J. HULING who acknowledged that he/she is Vice President of BANK OF MISSISSIPPI, a Mississippi corporation, as its act and deed, he executed the above and foregoing instrument after first having been duly authorized so to do.

Janice D. Langston
NOTARY
My commission expires: April 24, 2001

CERTIFICATE OF SURVEY

This is to certify that I have drawn the plat from a survey by myself and from deeds of record and that this plat represents the information and that it is true and correct.

Danny S. Rutherford
DANNY S. RUTHERFORD, P.E., S.
ENGINEER
PE 5306
1865
STATE OF MISSISSIPPI

Approved by the DESOTO COUNTY PLANNING COMMISSION on the 1ST day of JULY, 1999.

Adrian James
CHAIRMAN
Mike Kohn
ATTEND

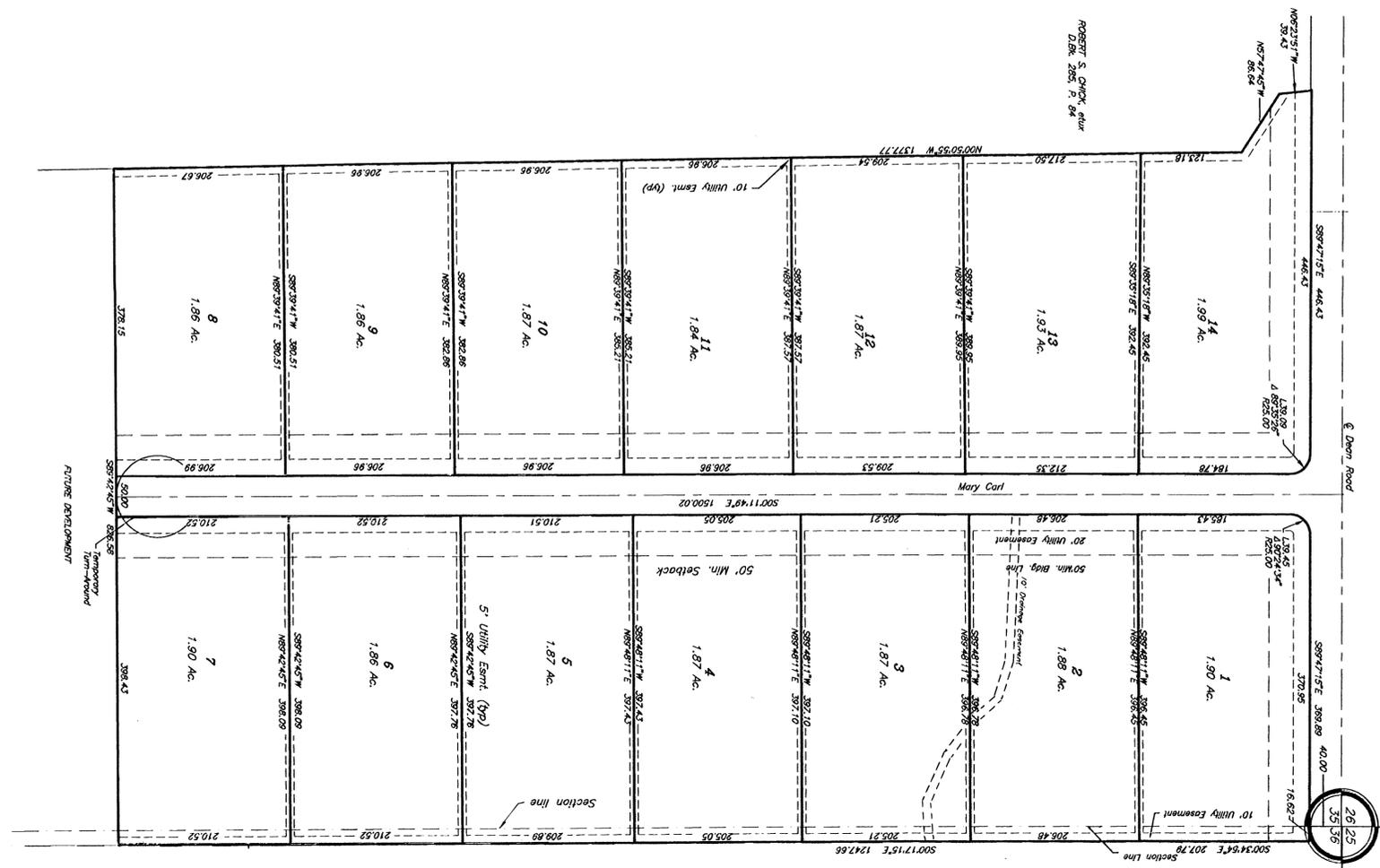
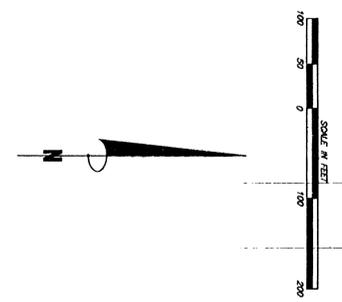
Approved by the DESOTO COUNTY BOARD OF SUPERVISORS on the 7TH day of JULY, 1999.

Jessie L. Zolli
PRESIDENT
W. E. Davis
CLERK OF THE BOARD

SPENCER PLACE

FIRST REVISION, LOTS 1 - 14

28.03 ACRES, ZONED AR, IN THE NORTHEAST QUARTER OF SECTION 35 AND PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI



WILLIAM D. YOUNG
D.B.K. 2021, P. 619

SETBACK REQUIREMENTS
Front Yard Setback 50'-Foot
Side Yard Setback 10'-Foot
Front Utility Easement 20'-Foot
Side Utility Easement 5'-Foot

SPENCER PLACE
FIRST REVISION, LOTS 1 -- 14
28.03 ACRES, ZONED AR, IN THE NORTHEAST QUARTER OF SECTION 35 AND PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI

C144FPA

R&A RUTHERFORD & ASSOCIATES
REGISTERED PROFESSIONAL ENGINEERS
1100 N. GULF BLVD., SUITE 200
MEMPHIS, TN 38103-2000
901-525-1100