

RESTRICTIVE COVENANTS, LIMITATIONS AND RESTRICTIONS

WHEREAS, said owners developers and declarants wish to encumber said real property with the following restrictive covenants, limitations, and restrictions which shall run with the land, and shall be binding on all parties and all persons claiming under them until January 2010, 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 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 doing so or to recover damages or due 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, which shall be covenants that run with the land and shall be binding upon purchasers of numbered lots within said developed subdivision, their successors and assigns. Said restrictive covenants are as follows, to-wit:

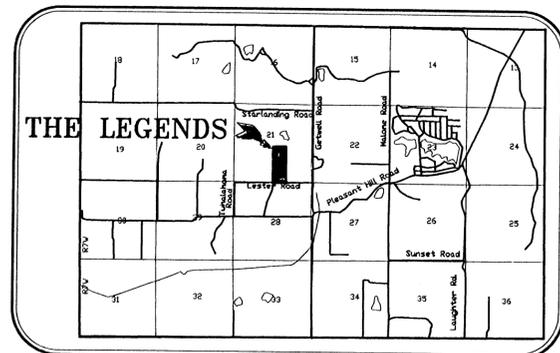
- No lot shall be used for any purpose except that of single family residential. No building shall be erected, altered or permitted to remain on any lot other than one detached, single family dwelling, a private double garage for not more than three cars, and separate detached buildings incidental to such use. No or more lots may be combined for use of one lot and, in such case, the interior lot lines may be disregarded and the utility easements (unless in use) will be automatically revoked. In the event such lots are combined under one ownership for use as a single lot, 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.
- Easements for installation and maintenance of utilities, drainage facilities and sloping of banks are reserved as shown on the plot. The minimum front yard setback is shown on the plot for each lot, the minimum side yard set back is fifteen (15) feet and the minimum rear yard setback is thirty (30) feet.
- All sewer connections must be approved by the Mississippi State Board of Health. Water will be from public supply when supplied by Bright Water Association.
- All dwellings and other structures on the lot must be in compliance with the requirements of the DeSoto County Planning Commission and its successors.
- No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No business of any kind shall be carried on upon any lot or in any building on any lot. All lots and houses are to be for residential use only.
- No structure of a temporary character, trailer, basement, tent shack, garage, barn or other temporary buildings shall be used on any lot at any time as a residence, either temporary or permanent. No garage apartments will be allowed.
- 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 signs used by a builder to advertise the property during the construction and approval of the developer or his successor.
- No lot 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 debris, stumps, trees, etc., must be removed from each lot by the builder as often as necessary to keep the house and lot attractive.
- The total minimum heated floor area of a residence, exclusive of open porches, garages, or carports shall be 1,800 square feet. The minimum heated lower floor area of a split-level or two-story residence shall be 1,400 square feet. When a split-level or two-story residence has a side-attached two-car carport or garage, the minimum heated lower floor area shall be 1,200 square feet. Openings of garages shall not be visible from the street, except for corner lots, and those lots which are granted permitted exceptions by the owner of the subdivision or the Architectural Control Committee.
- 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.
- Any type of permanent fencing erected on the lots must be approved by the developer of the subdivision or the Architectural Control Committee. No fences shall be erected on any portion of any lot between the front of the residence and the street and 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 as a plantation type fence or two or three rail split cedar fence. All driveways will be either concrete or asphalt, no gravel driveways will be permitted.
- No vehicle, including but not limited to, recreational vehicles, camping trailer, house trailers, produce trailers, boats or other accessory trailers can be parked or stored on any lot unless same is under carport in the garage, barn or other outbuilding, or to the rear of the main residence. Said vehicles must have a current state license plate. No tractor-trailer can be parked on any lot or on the street, and not trailer without a tractor can be parked on any lot or on the street.
- No animals, livestock or poultry of any kind shall be kept, bred or raised on any lot, except that dogs, cats and other small pets may be kept in a limited number and manner for personal use and enjoyment only, provided they are not kept, bred or maintained for any commercial purpose, that said animals are not an annoyance or nuisance to the neighborhood and that the proper fencing and shelter must be provided and approved by owners of the subdivision or the Architectural Control Committee or their successors.
- The exterior of the dwelling will be 60% brick or stucco. No under ground homes will be allowed. No stall or modular house will be permitted to be built 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.
- Each house will be constructed to meet the specifications to be a Gas Mark Home.
- Mail Boxes. No mail box or paper boy or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar materials shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles have been approved by the Committee.
- Lighting. Each Lot Owner will install during the construction of his house, one (1) lantern and post to be furnished by Mississippi Valley Gas Co. The specific location of the post will be designated at the time the site plan is presented to the Architectural Review Committee for approval. The specifications for post and lights will be uniform throughout the development as designated by the Committee.
- The owners of the subdivision or the Architectural Control Committee reserves the right to review the plans of any structure that is built on any lot. The owner of the subdivision or the Architectural Control Committee must approve or disapprove, in writing, within (20) twenty days the plans submitted. If the lot owner whose plans are to be approved does not receive this written approval or disapproval within said (20) days, the lot owner will deem the plans approved and proceed with construction.
- The construction of any house in the subdivision shall be required to be completed within twelve (12) months from the date that the construction began and driveways shall be required to be completed within (18) months from the date that the house construction began.
- When developers cease to own a lot within the subdivision, they shall then name three persons owning property within the subdivision to act as the Architectural Control Committee. A majority of such committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor at this time the covenants can be changed only if the vote is 50% for the changes submitted. A member of the committee shall immediately lose membership when he or she ceases to own property within the subdivision. Successor members shall be designated only from among the then owners of property within the subdivision. The Developer retains the right to upgrade the above listed Restrictive Covenants as long as he owns at least one (1) lot in the development.

SURVEYOR'S CERTIFICATE
 This is to certify that I have drawn the plot from a survey by myself and from deeds of record by the plot, represents the information and is true and correct.
 DANIEL S. RUTHERFORD, P.E., S.
 DANIEL S. RUTHERFORD, P.E., S.



LEGENDS

LOTS 1-4
 49.26 ACRES, ZONED R-30, IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI



OWNER'S CERTIFICATE
 WEDGE LLC owner 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 plot. I certify WEDGE LLC owner of the property and that no taxes have become due and payable. This the 22nd day of June, 2000.

Robert M. Bailey
 ROBERT M. BAILEY, President
 WEDGE LLC

NOTARY'S CERTIFICATE
 STATE OF MISSISSIPPI
 COUNTY OF DESOTO
 Personally appeared before me the undersigned authority in and for said county and state on the 22nd day of June, 2000, within my jurisdiction the within named ROBERT M. BAILEY, who acknowledged he is President of WEDGE LLC, Mississippi corporation and that for and on behalf of said corporation and as its act and deed he executed the above and foregoing instrument after having been duly authorized by said corporation so to do.

Alanna B. Haeupli
 NOTARY
 My commission expires: April 24, 2001

MORTGAGEE'S CERTIFICATE
 BANCORPSOUTH BANK mortgagee of the hereon shown property 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 easements shown on the plot. I certify BANCORPSOUTH BANK is mortgagee in fee simple and no taxes have become due and payable. This the 28th day of June, 2000.

Alanna B. Haeupli
 NOTARY
 My commission expires: April 24, 2001

NOTARY'S CERTIFICATE
 State of Mississippi
 County of DeSoto
 Personally appeared before me the undersigned authority in and for said county and state on the 21st day of June, 2000, within my jurisdiction the within named DANIEL S. RUTHERFORD, who acknowledged he/she is a member of BANCORPSOUTH BANK, of Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed the above and foregoing instrument after having been duly authorized by said corporation so to do.

Alanna B. Haeupli
 NOTARY
 My commission expires: April 24, 2001

Approved by the DESOTO COUNTY PLANNING COMMISSION on the 18th day of JUNE, 2000.

Charles E. Shack
 CHAIRMAN
W. E. Dennis Chancery
 CLERK OF THE BOARD

Approved by the DESOTO COUNTY BOARD OF SUPERVISORS on the 18th day of JUNE, 2000.

W. E. Dennis Chancery
 CHANCERY CLERK
W. E. Dennis Chancery
 CLERK OF THE BOARD

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

I hereby certify that the subdivision plot shown hereon was filed for record by my office at 11:00 o'clock P.M. on the 18th day of August, 1999 and was duly recorded in Plat Book 12 on page 22, 2000.

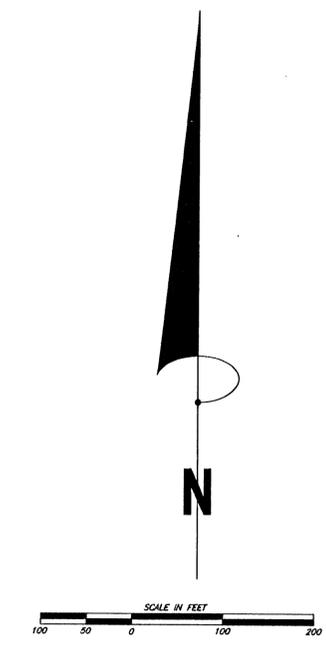
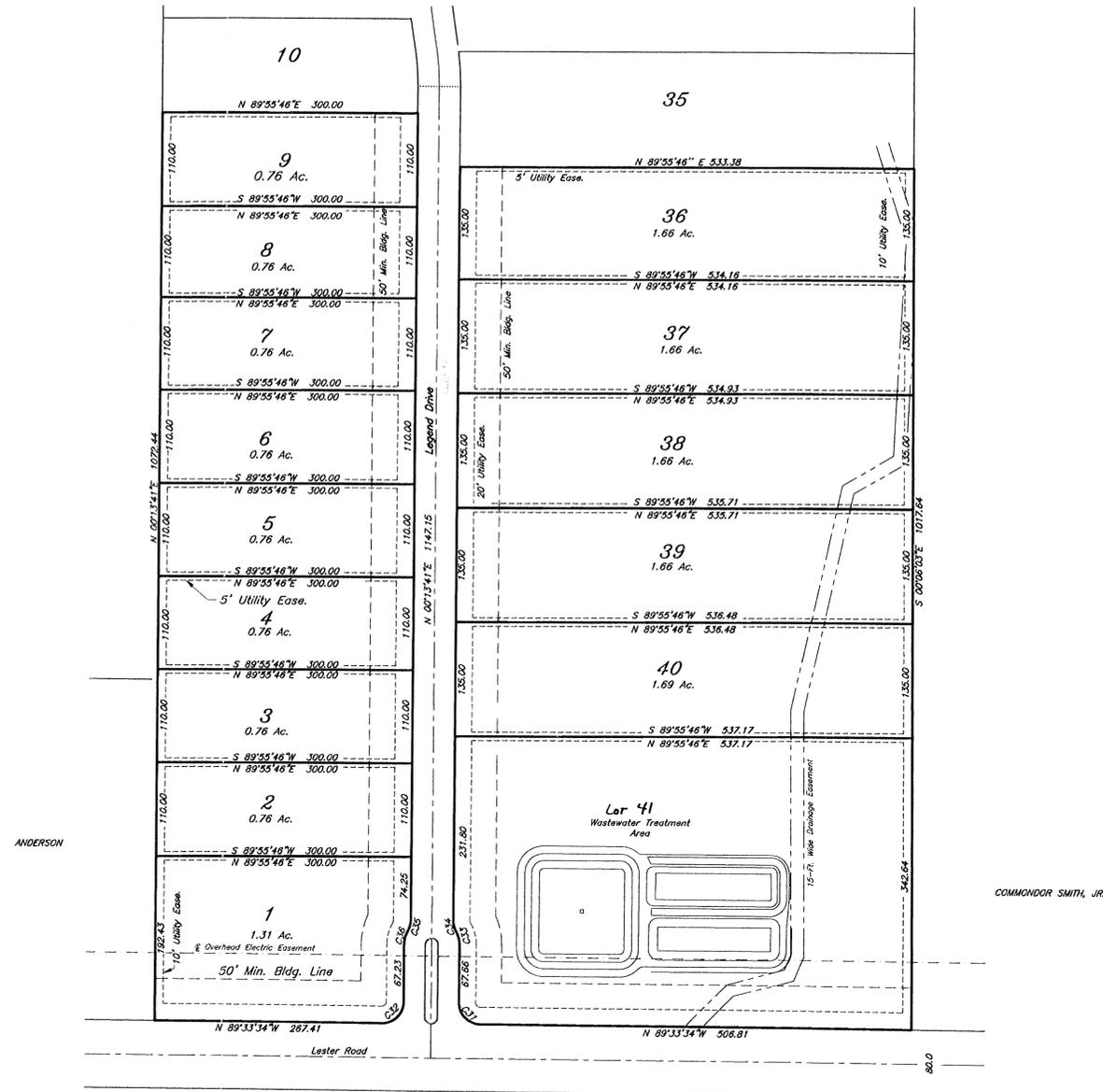
W. E. Dennis Chancery
 CHANCERY CLERK
W. E. Dennis Chancery
 CLERK OF THE BOARD

OWNER/DEVELOPER
 WEDGE, LLC
 Jimmy Eubanks
 P. O. Box 7
 Tunica, MS 682-363-1431
 Mike Bailey
 P. O. Box 867
 New Albany, MS 38652
 682-534-4774

NOTES
 Water is provided by Brights Water Association.
 Sewer is provided by North Mississippi Utility.
 Gas is provided by Mississippi Valley Gas Co.
 Driveway culverts are the responsibility of the lot owner and not the responsibility of the developer of DeSoto County.

According to Federal Emergency Management Agency Flood Insurance Rate Map No. 28033C0110 D, dated May 3 1990, the hereon shown property is not located in a flood hazard zone.





CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG.
1	28°33'05"	232.50	115.88	114.86	59.18	S 77°19'28"E
2	26°56'52"	32.50	15.29	15.15	7.79	S 43°00'18"E
3	28°09'18"	25.00	11.41	11.31	5.81	N 42°41'28"W
4	15°30'51"	225.00	60.93	60.74	30.85	S 48°00'59"E
5	13°23'31"	175.00	40.90	40.81	20.55	S 46°56'59"E
6	34°32'53"	25.00	13.11	14.88	7.79	S 70°57'40"E
7	20°13'40"	32.50	14.31	14.19	7.77	N 25°39'48"W
8	29°08'01"	167.50	85.17	84.26	43.53	S 77°36'56"E
9	31°39'25"	200.00	100.09	174.08	98.88	S 66°02'56"E
10	16°11'20"	200.00	58.51	58.32	28.44	N 48°20'51"W
11	33°29'20"	200.00	116.90	115.24	60.17	N 73°19'34"W
12	38°55'18"	175.00	118.89	116.61	61.84	N 69°42'52"W
13	10°53'43"	175.00	33.29	33.53	16.89	N 84°32'31"W
14	21°37'07"	225.00	66.20	65.89	43.64	N 79°05'41"W
15	78°27'47"	25.00	34.24	31.62	20.41	N 72°38'59"E
16	78°27'47"	25.00	34.24	31.62	20.41	S 05°48'48"E
17	17°45'20"	175.00	54.23	54.01	27.33	N 24°32'28"E
18	33°11'25"	125.00	72.41	71.40	37.25	N 16°49'23"E
19	33°11'25"	150.00	66.89	66.89	44.70	N 16°49'23"E
20	30°00'00"	25.00	39.27	35.36	25.00	N 49°04'14"W
21	30°00'00"	25.00	39.27	35.36	25.00	S 44°55'46"W
22	8°16'21"	300.00	43.31	43.29	21.69	S 04°12'24"E
23	3°09'38"	275.00	15.17	15.16	7.59	S 08°45'47"E
24	7°06'45"	275.00	24.54	24.53	12.28	S 02°37'37"E
25	3°29'28"	325.00	19.80	19.80	9.90	S 01°48'58"E
26	4°48'52"	325.00	27.12	27.11	13.57	S 05°17'09"E
27	8°34'15"	300.00	44.68	44.84	22.48	N 04°32'77"W
28	7°10'34"	325.00	40.70	40.69	20.38	N 03°21'56"W
29	1°53'48"	325.00	7.91	7.91	3.96	N 07°38'44"W
30	8°34'15"	275.00	41.14	41.10	20.61	N 04°03'77"W
31	89°47'15"	25.00	39.18	35.29	24.91	S 44°39'57"E
32	80°12'45"	25.00	39.38	35.42	25.09	N 49°20'03"E
33	29°46'30"	32.50	16.89	16.70	8.64	N 14°58'58"W
34	29°35'32"	25.00	12.91	12.77	6.60	S 14°34'05"E
35	29°35'32"	25.00	12.91	12.77	6.60	N 15°01'26"E
36	29°46'30"	32.50	16.89	16.70	8.64	S 14°55'57"W
37	04°47'28"	225.00	18.81	18.81	9.41	S 42°38'57"E
38	08°29'14"	32.50	3.69	3.68	1.84	S 59°48'19"E

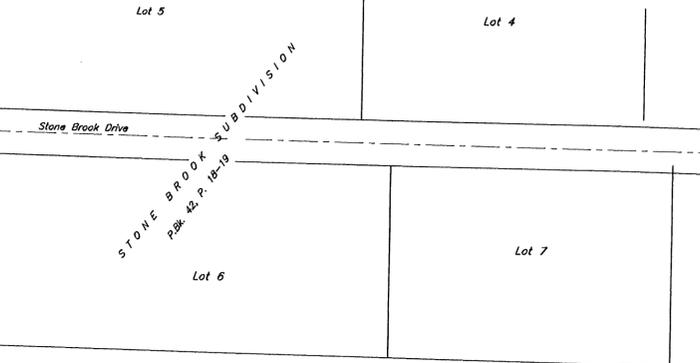
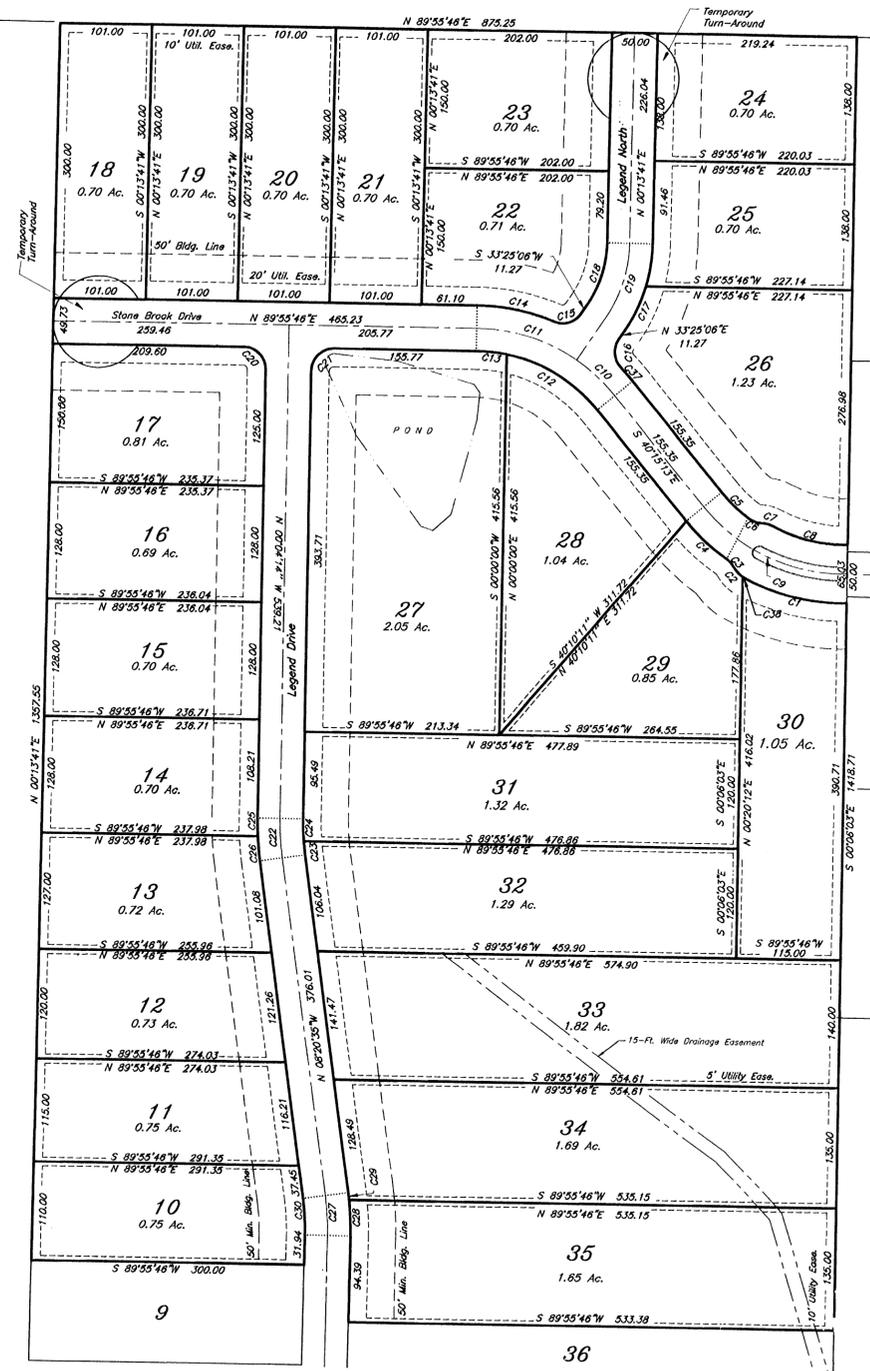
LEGENDS

LOTS 1-41
 49.26 ACRES, ZONED R-30, IN THE SOUTHEAST
 QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH,
 RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI

BETTY JENKINS

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
1	28°31'05"	232.50	115.86	114.86	58.16	S 77°12'20"E
2	26°58'52"	32.50	15.29	15.15	7.79	S 43°05'15"E
3	28°03'18"	25.00	11.41	11.31	5.81	N 42°41'28"W
4	15°30'53"	225.00	60.83	60.74	30.85	S 48°00'35"E
5	13°21'31"	175.00	40.90	40.81	20.85	S 46°58'59"E
6	34°33'53"	25.00	13.11	14.88	7.79	S 70°57'40"E
7	25°13'40"	32.50	14.31	14.19	7.27	N 75°53'48"W
8	29°08'01"	167.50	85.17	84.28	43.53	S 72°38'56"E
9	51°33'25"	200.00	180.08	174.06	98.68	S 68°02'56"E
10	16°11'20"	200.00	58.31	58.32	28.44	N 48°20'53"W
11	33°29'20"	200.00	116.80	115.24	60.17	N 73°19'34"W
12	38°55'18"	175.00	118.88	116.81	61.84	N 59°42'52"W
13	10°53'43"	175.00	33.69	33.69	16.69	N 84°35'23"W
14	21°57'07"	225.00	66.20	65.68	43.64	N 79°05'41"W
15	78°27'42"	25.00	14.24	14.82	20.41	N 72°38'59"E
16	78°27'42"	25.00	14.24	14.82	20.41	S 05°48'48"E
17	17°45'20"	175.00	54.23	54.01	27.33	N 24°32'28"E
18	33°11'25"	125.00	72.41	71.40	37.25	N 16°49'23"E
19	33°11'25"	125.00	72.41	71.40	37.25	N 16°49'23"E
20	30°00'00"	25.00	39.27	39.38	25.00	S 45°04'14"W
21	30°00'00"	25.00	39.27	39.38	25.00	S 44°55'48"W
22	8°18'21"	300.00	43.31	43.28	21.69	S 01°48'58"E
23	30°00'00"	25.00	39.27	39.38	25.00	S 04°12'24"E
24	5°08'46"	275.00	15.17	15.18	7.59	S 08°45'47"E
25	3°29'28"	325.00	9.54	24.53	12.28	S 02°37'57"E
26	4°46'52"	325.00	19.80	19.80	9.90	S 01°48'58"E
27	8°34'15"	300.00	27.12	27.11	13.57	S 05°57'09"E
28	7°10'34"	325.00	14.84	44.84	22.48	N 04°03'22"W
29	12°54'2"	325.00	7.91	41.10	20.81	N 04°03'22"W
30	8°34'15"	275.00	41.14	7.91	3.98	N 07°38'44"W
31	89°47'15"	25.00	39.18	35.29	24.91	S 44°30'57"E
32	90°12'45"	25.00	39.18	35.29	24.91	N 45°20'03"E
33	29°46'30"	32.50	16.89	16.70	8.60	N 14°28'56"W
34	29°35'32"	25.00	12.91	12.77	6.60	S 14°34'05"E
35	29°35'32"	25.00	12.91	12.77	6.60	S 14°55'57"W
36	29°46'30"	32.50	16.89	16.70	8.60	S 15°01'26"E
37	84°47'59"	225.00	18.81	18.81	9.41	S 42°38'57"E
38	08°29'14"	32.50	3.69	3.68	1.84	S 59°48'19"E



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 QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH,
 RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI

R&A RUTHERFORD & ASSOCIATES
 ENGINEERING CONSULTANTS - SURVEYORS
 354 WEST VALLEY STREET, SUITE 102
 FOWLER, MISSISSIPPI 38868
 TELEPHONE 901-439-6788 FAX 901-438-8844