

OWNER'S CERTIFICATE

I, Hendrix Farming, LLC, 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 21st day of June, 2008.

NOTARY'S CERTIFICATE STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, Notary Public, and for the said County and State, on the 21st day of June, 2008, the undersigned authority in and for the said County and State, on the 21st day of June, 2008, who acknowledged that he/she is the owner of the property hereon, and that for and on behalf of the said limited liability company, and as its act and deed he/she executed the above and foregoing certificate for the purposes mentioned on the day and year herein mentioned, after first being duly authorized by said certificate so to do.

June 21, 2008 Notary Public

MORTGAGEE'S CERTIFICATE

Community Bank, N.A., Mortgagee of the Property Hereon, 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 21st day of September, 2008.

Assist Vice President Notary Public

NOTARY'S CERTIFICATE STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, Notary Public, and for the said County and State, on the 21st day of September, 2008, the undersigned authority in and for the said County and State, on the 21st day of September, 2008, who acknowledged that he/she is the mortgagee of the property hereon, and that for and on behalf of the said bank, and as its act and deed he/she executed the above and foregoing certificate for the purposes mentioned on the day and year herein mentioned, after first being duly authorized by said certificate so to do.

June 21, 2008 Notary Public

CERTIFICATE OF SURVEY

THIS IS TO CERTIFY THAT I HAVE DRAWN THE PLAT FROM A SURVEY BY AND FROM DEEDS OF RECORD AND THAT THE PLAT REPRESENTS THE INFORMATION AND THAT IT IS TRUE AND CORRECT.

DESOTO COUNTY PLANNING COMMISSION

APPROVED BY THE DESOTO COUNTY PLANNING COMMISSION ON THIS THE 21st DAY OF September, 2008.

Secretary, Chairperson

DESOTO COUNTY BOARD OF SUPERVISORS

APPROVED BY THE BOARD OF SUPERVISORS OF DESOTO COUNTY, MISSISSIPPI, THIS THE 21st DAY OF September, 2008.

Clerk for the Board, President

STATE OF MISSISSIPPI COUNTY OF DESOTO

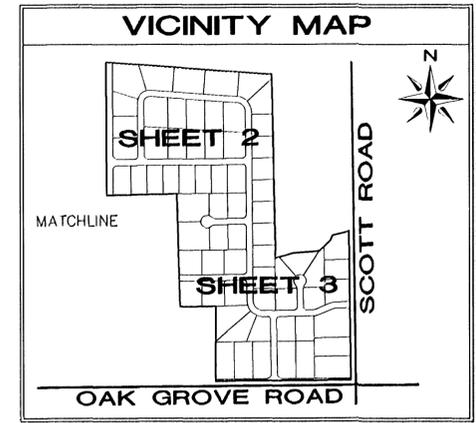
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT 1:30 O'CLOCK P.M., ON THE 21st DAY OF September, 2008, AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK 14, PAGE 20-22.

NOTES:

- 1. MINIMUM SETBACKS ARE AS FOLLOWS: (UNLESS OTHERWISE NOTED) A. 40' FRONT YARD B. 15' SIDE YARD EACH SIDE C. 30' REAR YARD
2. A 30 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. (UNLESS OTHERWISE NOTED)
3. WATER AND SEWER SERVICE WILL BE PROVIDED BY THE CITY OF HERNANDO.
4. THIS PROPERTY IS NOT LOCATED IN A HUD IDENTIFIED SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAP NO. 28033C0115 D, DATED: MAY 3, 1990.
5. 1/2" ELECTRICAL CONDUIT PIPE IS SET ON ALL PROPERTY CORNERS AND WHERE NOTED (IP).
6. LOCATION, SIZE AND ELEVATION OF DRIVEWAY CULVERTS WILL BE DETERMINED BY A REGISTERED PROFESSIONAL ENGINEER PRIOR TO THE START OF HOME CONSTRUCTION.
7. LOTS 3 AND 4 SHALL NOT HAVE DRIVEWAY ACCESS TO SCOTT ROAD. LOTS 8 AND 9 SHALL NOT HAVE DRIVEWAY ACCESS TO OAK GROVE ROAD.
8. A 10' BUFFERYARD IS REQUIRED ALONG THE PERIMETER OF THE PROPERTY.
9. NO BRICK MAILBOXES OR CONCRETE STRUCTURES SHALL BE PERMITTED ON COUNTY RIGHT OF WAY.

CULVERT TABLE with columns for LOT #, SIZE, LOT #, SIZE. Lists culvert sizes for 37 lots, including full-flow and side flow types.

*OR DRY RAMP THE SIDE DRAIN PIPES ARE DESIGNED TO BE ALUMINIZED STEEL CORRUGATED STEEL PIPES. THE FULL-FLOW PIPES SHALL BE HYDRAULICALLY SMOOTH INSIDE WITH n=0.013. ALL THE OTHER PIPES HAVE n=0.024. A HEADWALL IS REQUIRED ON ALL PIPES 30" OR GREATER.



RESTRICTIVE COVENANTS

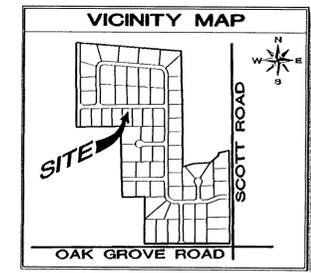
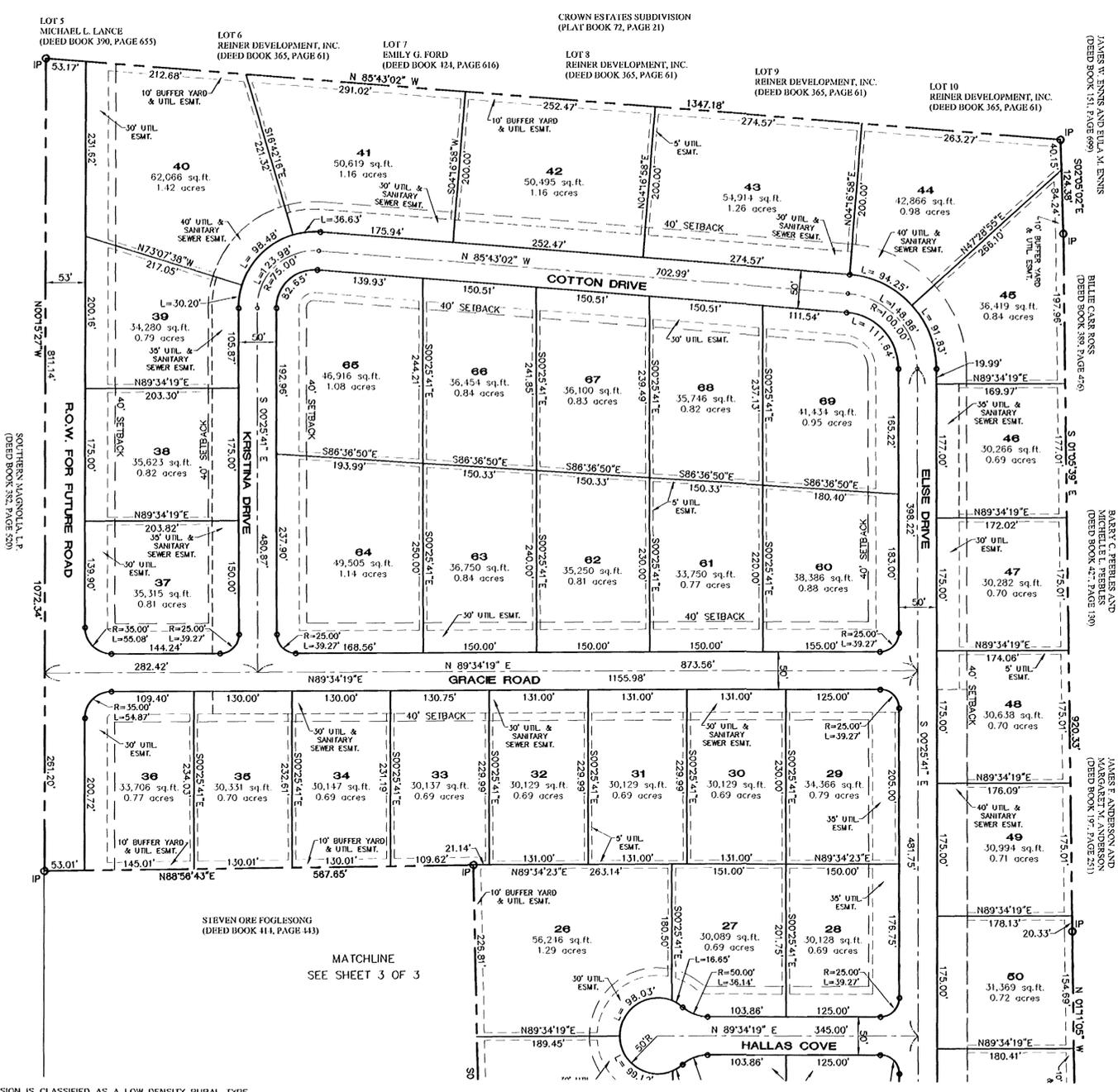
- 1. All lots in the subdivision shall be known and described as residential lots, and shall be used for single-family residential purposes exclusively and no lot shall be subdivided so as to reduce the size of the lot. All buildings and other structures erected upon any lot shall not be moved from other locations onto a lot.
2. Every one story dwelling erected on any lot shall have not less than 2000 square feet of heated floor space with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas.
3. Building line setbacks shall be left to the discretion of the building inspector and the interpretation of the zoning ordinance, but in no case shall be less than 40 feet.
4. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
5. Vegetable gardening shall be allowed only to the rear of the home.
6. No building shall be erected on any lot in the subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to the conformity and harmony with existing structures in the subdivision and as to location of the buildings with respect to topography and finished ground elevation by Hendrix Farming, LLC or by a duly appointed representative of Hendrix Farming, LLC.
7. Opening of garages should not be visible from the streets except for corner lots. All dwellings must have a minimum of a double garage. Detached secondary garages will be allowed to face street.
8. No window air conditioner shall be allowed. The use of solar panels is also prohibited.
9. All radio and television antennas shall be installed in the interior of the residence in such a way as not to be visible from outside. Satellite communication system dishes shall be permitted to be installed not over 24 inches in diameter.
10. No motor vehicle or any other vehicle, including a boat, motorboat trailer, lawn mower, tractor, or similar vehicle may be stored on any lot except in a building or fenced in area. No repair of automobiles or any other vehicles on property, including those enumerated in any of the restrictions shall take place on any lot where such repairs constitute or are done for a commercial purpose.
11. No plumbing or heating vent shall be placed on the front side of any roof. All vents protruding from roofs shall be painted the same color as the roof covering.
12. Swimming pools will be permitted. However, fencing of swimming pool areas must be within achieved setback lines.
13. The contractor or owner shall provide dust abatement and erosion control measures in all stages of construction. To not impede any other lots.
14. The builder must remove all building debris, stumps, trees, etc. from each lot as often as necessary to keep the house and lot attractive. Such debris shall be legally disposed of off site.
15. No structure of a temporary character such as a trailer, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting it into a dwelling unit.
16. There shall be no aluminum windows.
17. No chain link fences may be used. No fences shall be constructed on any lot nearer than the road right-of-way. Hendrix Farming, LLC or his duly appointed representative prior to construction must approve all fences, including fences for back yards and swimming pools.
18. There shall be no signs nailed to trees at any time. All builders and contractors signs are to be removed from the lot after the house has been completed.
19. 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 kept or bred for any commercial purposes.
20. No outside clotheslines shall be permitted.
21. The location and design of all mailboxes shall be subject to approval of Hendrix Farming, LLC or his duly appointed representative. All mailboxes shall be constructed of wrought iron.
22. 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.
23. 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 to persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from doing so or to recover damages for such violations.
24. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
25. Construction of any dwelling shall be completed within twelve (12) months from commencement of construction.
26. These covenants are to run with the land and shall be binding upon parties and persons claiming under them for a period of five (5) years 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 the then owners of the lots have been recorded agreeing to change said covenants in their entirety or in part. Each lot shall have one vote as long as the developer, Hendrix Farming, LLC, owns more than 50 percent of the lots. The developer may amend these covenants without the consent of the other lot owners.
27. There shall be a minimum of 15 foot side yards each side.
28. This subdivision is classified as a low-density rural type development, which utilizes road ditches and natural streams to convey storm water. It is not the intent of the developer to ever improve these ditches or streams in any manner other than what is required by the governing authority for final subdivision approval. No present or future governing authority is under any obligation, either written or spoken, to improve said ditches and streams. Purchasers of these lots are to maintain said ditches and streams so as to prevent erosion and to convey the storm water in such a manner not to cause a problem upstream or downstream of their lot. There will be NO filling of drainage ditches allowed unless specifically approved by the Desoto County Engineer or the Hernando City Engineer.
29. All driveways must be hard surfaced before final inspection and/or occupancy of dwelling. The hard surface will consist of hot mix asphalt or concrete and a minimum of ten foot wide.

FINAL PLAT SECTION "A" WEATHERBY PLACE SECTION 14, TOWNSHIP 3 SOUTH, RANGE 8 WEST DESOTO COUNTY, MISSISSIPPI

SEPTEMBER 2005 ZONING: R-30 TOTAL AREA: 69.22 AC. TOTAL LOTS: 69

DEVELOPER HENDRIX FARMING, LLC 1985 HWY. 304 W. HERNANDO, MS. 38632





- NOTES:
- MINIMUM SETBACKS ARE AS FOLLOWS: (UNLESS OTHERWISE NOTED)
 - A. 40' FRONT YARD
 - B. 15' SIDE YARD EACH SIDE
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 - THIS PROPERTY IS NOT LOCATED IN A HUD IDENTIFIED SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAP NO. 28033C0115 D, DATED: MAY 3, 1990.
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 - FOR CULVERT SIZES SEE SHEET 1 OF 3.
 - NO BRICK MAILBOXES OR CONCRETE STRUCTURES SHALL BE PERMITTED ON COUNTY RIGHT OF WAY.

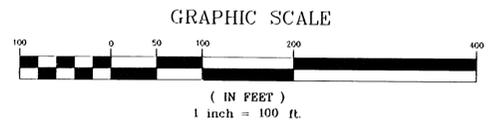
FINAL PLAT
SECTION "A"
WEATHERBY PLACE

SECTION 14, TOWNSHIP 3 SOUTH, RANGE 8 WEST
DESOTO COUNTY, MISSISSIPPI

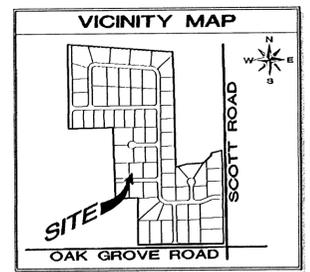
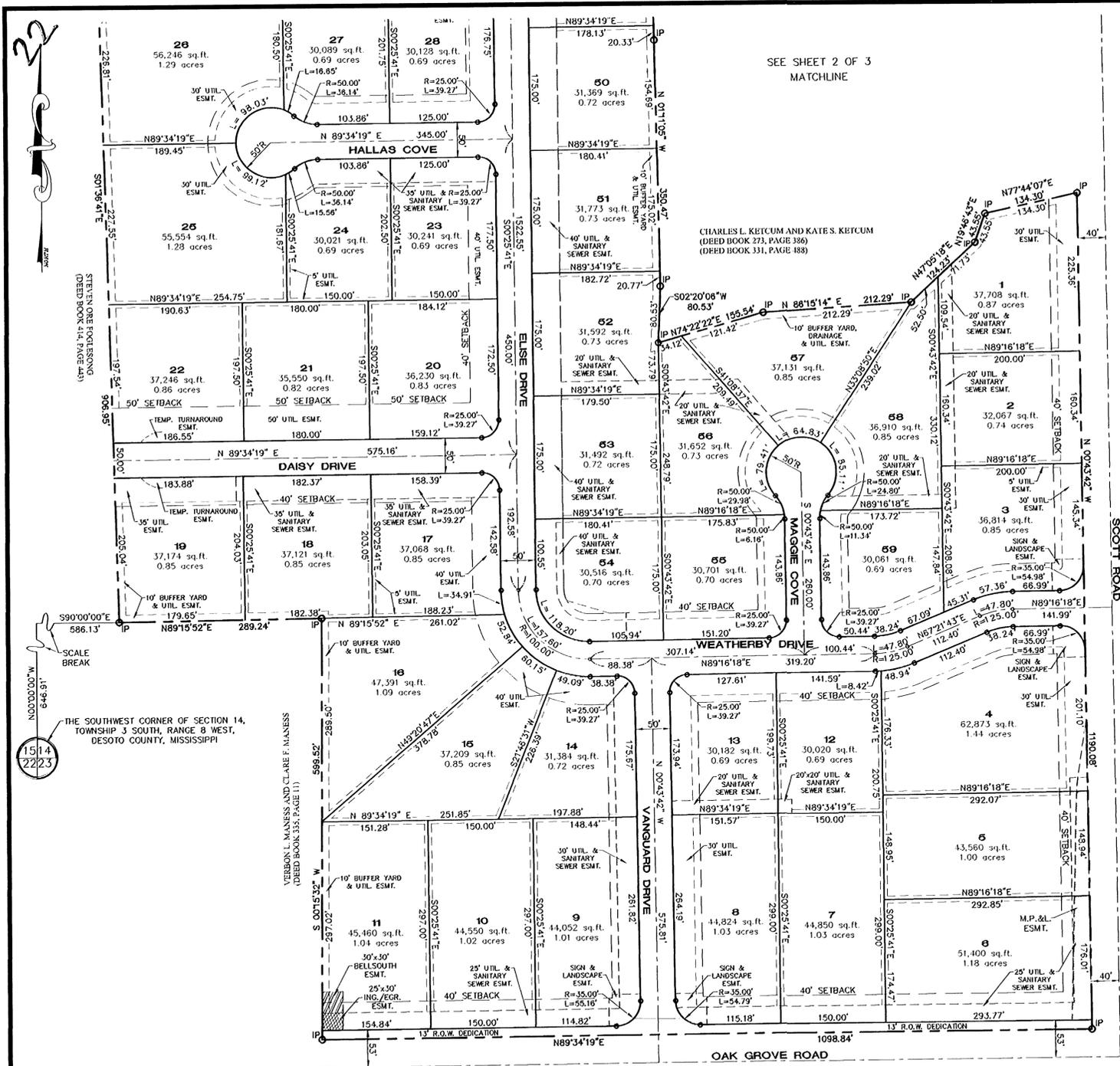
SCALE: 1" = 100'
SEPTEMBER 2005

ZONING: R-30
TOTAL AREA: 69.22 AC.
TOTAL LOTS: 69

DEVELOPER
HENDRIX FARMING, LLC.
1985 HWY. 304 W.
HERNANDO, MS. 38632



THIS SUBDIVISION IS CLASSIFIED AS A LOW DENSITY RURAL TYPE DEVELOPMENT WHICH UTILIZES ROAD DITCHES AND NATURAL STREAMS TO CONVEY STORMWATER. IT IS NOT THE INTENT OF THE DEVELOPER TO EVER IMPROVE THESE DITCHES OR STREAMS IN ANY MANNER OTHER THAN WHAT IS REQUIRED BY THE GOVERNING AUTHORITY FOR FINAL SUBDIVISION APPROVAL. NO PRESENT OR FUTURE GOVERNING AUTHORITY IS UNDER ANY OBLIGATION, EITHER WRITTEN OR SPOKEN, TO IMPROVE SAID DITCHES AND STREAMS. PURCHASERS OF THESE LOTS ARE TO MAINTAIN SAID DITCHES AND STREAMS SO AS TO PREVENT EROSION AND TO CONVEY THE STORMWATER IN SUCH A MANNER NOT TO CAUSE A PROBLEM UPSTREAM OR DOWNSTREAM OF THEIR LOT. THERE WILL BE NO FILLING OF DRAINAGE DITCHES ALLOWED UNLESS SPECIFICALLY APPROVED BY THE DESOTO COUNTY ENGINEER OR THE HERNANDO CITY ENGINEER.



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FINAL PLAT
SECTION "A"
WEATHERBY PLACE

SECTION 14, TOWNSHIP 3 SOUTH, RANGE 8 WEST
DESOTO COUNTY, MISSISSIPPI
SCALE: 1" = 100'
SEPTEMBER 2006

ZONING: R-30
TOTAL AREA: 69.22 AC.
TOTAL LOTS: 69

DEVELOPER:
HENDRIX FARMING, LLC
1985 HWY. 304 W.
HERNANDO, MS. 38632

