RESTRICTIVE COVENANTS FOR SOUTHERN MANOR

The following restrictive covenants shall apply to all of the land in Southern Manor Subdivision as shown on these plats located in Section 7, Township 2 South, Range 8 West; DeSoto County, Mississippi.

1. 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 a single family dwelling and a private garage. 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 be used 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 developer.

2. All sewer connections to public sewer systems or individual septic tanks must be approved by the Mississippi State Board of Health. Water will be from the Days Water Association.

3. All dwellings and other structures on the lots must be in compliance with the requirements of the DeSoto County Planning Commission and its successors and must have approval of developer. All construction must be completed within 12 months from the date the construction was started on the dwelling.

4. Easements five feet (5) wide for installation and maintenance of utilities and drainage facilities are reserved over the rear and front of each lot and along both sides of each lot, unless otherwise shown on the plat. Gas tanks may be permitted with the approval of the developer.

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

6. No structure of a temporary character such as a trailer, tent, shack, garage, barn, or other structure shall be used on any lot at anytime as a residence, either temporarily or permanently. Any fence put on property will be approved by developer.

7. 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 or sale period.

8. No oil drilling, oil development operations, refining, gravel mining, or other 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.

9. 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 such material shall be kept in a clean and sanitary condition.

10. The minimum heated floor area of a house in the subdivision must be 1600 square feet. For a one and one half or a two story house the minimum ground floor area must be 1000 square feet. All houses in the subdivision must have a total area, including porches and carports of 2200 square feet. All carports and garages must be at least a double carport or garage.

11. No shell, log houses, or modular houses will be permitted to be built in this subdivision regardless of the price or square foot of the house, unless approved by the developer. All houses must be of new construction and no house that is moved in from another area will be permitted on a lot except by permission of the developer.

12. 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 purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building. The 50 foot building setback is measured from the street right of way line to the structure.

13. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Appropriate buildings may be built for these pets but no pet shall be permitted to run "free" in the subdivision. One horse may be kept on a lot provided that the horse is not kept for commercial use but approval must be obtained from the developer.

14. When the developers cease to own a lot within the subdivision, they shall name three persons owning property within the subdivision, as the successor architectural

control committee. A majority of such committee may designate a representative to act for it. In the event of such death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. 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 the property within the subdivision.

15. The committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the beginning thereof, approval will not be fully complied with.

16. These covenants are to run with the land and shall be binding on all persons and all parties claiming under them for a period of 10 years from the date these covenants are recorded and after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by 2/3 of the lots owners has been recorded, agreeing to change said covenants in whole or in part. Enforcements shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant, either to restrain violation or to recover damages of invalidation of any one of these covenants by judgements or court order shall in no way affect any of the other provisions.

17. No motor vehicle or any other vehicle, including a boat, motor, boat trailer, lawn mower, tractor, or similar vehicle may be stored on any lot for the purposes of repair of same and no A-frame or motor mount may be placed on any lot. No disabled auto or any type vehicle may be stored on any lot. No repair of automobiles or any other vehicles or 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.

18. The developers reserve the right to have the authority to change or amend any of the aforesaid covenants at their discretion.

WITNESS our signatures this the 13th day of April, 1992.

Charles D. Taylor, Sr.
Charles D. Taylor, Sr.

Ella V. Taylor
Ella V. Taylor

324

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority, in and for said county and state, on this the 13th. day of April, 1992, within my jurisdiction, the within named CHARLES D. TAYLOR, SR., and wife, ELLA V. TAYLOR, who acknowledged that they executed the above and foregoing instrument.

My commission expires:
My Commission Expires September 22, 1992

Katherine D. Lane
Notary Public

KATHERINE D. LANE NOTARY PUBLIC TATE COUNTY, MS

STATE MS.-DESOTO CO.
FILED
APR 14 11 22 AM '92
RECORDED 4-14-92
DEED BOOK 244
PAGE 321
W.E. DAVIS CH.CLK.