

STATE OF MISSISSIPPI

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JAN 10 4 50 PM '95

BK 280 PG 476
W.E. DAVIS CH. CLK.
By: G. Stanley OC
WARRANTY DEED

BYRON H. THOMPSON, ET UX, GRANTOR

TO

W. GREG WILSON, ET UX, GRANTEE

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable legal consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, BYRON H. THOMPSON and Wife, NORMA J. THOMPSON being one in the same person as NORMA E. THOMPSON, hereby sells, conveys, and warrants unto the Grantee, W. GREG WILSON and Wife, PHYLLIS F. WILSON, as tenants by the entirety with full rights of survivorship and not as tenants in common, the land in DeSoto County, Mississippi, being more particularly described as follows:

Lot 8, Dixie Lynn Subdivision, Section 8, Township 2 South, Range 7 West, in DeSoto County, Mississippi as shown on plat of record in Plat Book 45, Page 44, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is made for a more particular description.

By acceptance of this Deed, the parties agree that this conveyance is made subject to subdivision, health department, zoning and other regulations in effect in DeSoto County, Mississippi; restrictive covenants of the subdivision attached hereto and made a part hereof as exhibit A; and rights of way and easements for public roads, flowage, and utilities. Taxes for the year 1994 shall be paid by the Grantor and taxes for the year

EXECUTED this the 9th day of January, 1995.

Byron H. Thompson
BYRON H. THOMPSON

Norma J. Thompson
NORMA J. THOMPSON, GRANTORS

STATE OF MISSISSIPPI
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named BYRON H. THOMPSON and Wife, NORMA J. THOMPSON, who acknowledged signing and delivering the above and foregoing Warranty Deed on the day and year therein mentioned as a free and voluntary act and deed and for the purposes therein expressed.

9th GIVEN under my hand and official seal of office this the day of January, 1995.

Wayne A. Brown
NOTARY PUBLIC



NOTARY PUBLIC
MY COMMISSION EXPIRES: 1-30-99

MY COMMISSION EXPIRES JANUARY 30, 1999

GRANTOR'S ADDRESS: 4650 ^a Davis Road, Southaven, MS 38671
Home #: (601) 349-9698 Bus. #: n/a

GRANTEE'S ADDRESS: 1345 Stateline Road, West, Southaven, MS
38671
Home #: (601) 393-7946 Bus. #: n/a

Prepared by:
Walker, Brown & Brown, P. A.
P. O. Box 276
Hernando, MS 38632
(601) 429-5277
(901) 521-9292

RESTRICTIVE COVENANTS FOR DIXIE LYNN SUBDIVISION

The following restrictive covenants shall apply to all of the land in the Dixie Lynn Subdivision as shown on these plats located south of Church Rd., east of Davis Rd., Southaven, Miss.

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 and separate detached buildings incidental to such use. 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.

Each lot owner shall be responsible for maintaining his lot in a neat and attractive manner. If grass, weeds and vegetation is permitted to grow and is detrimental to adjoining property or is unattractive in appearance, a notice will be sent to lot owner involved, setting forth the action intended to be taken in order to remove grass, weeds and rubbish from the property. If at the end of 30 days such action has not been taken by the owner, the developer shall have the right to care for the vacant and unimproved property in order to bring it to a neat and good order, all at the expense of the lot owner. Such costs and expenses incurred by the developer shall be paid upon demand and if not paid within 15 days thereof the developer may proceed in law or equity against the lot owner to recover such costs and expenses incurred by the developer plus reasonable attorney's fees necessary to the collection thereof.

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 City of Southaven, electricity will be provided by Mississippi Power and Light Company.

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

All driveways must be paved within two years after completion of construction.

No shell or modular house will be permitted to be built in the subdivision regardless of the price or square footage 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. All exteriors must be covered with brick, stone or materials in keeping with natural surroundings of the subdivision. All plans shall be approved by the developer.

The minimum heated floor area of a house in the subdivision must be 1800 square feet. For a one and one half or a two story house, the minimum ground floor area must be 1500 square feet. All houses in the subdivision must have a total area, including porches and carports/garages of 2400 square feet. All carports and garages must be at least a double carport or garage. No carports shall face the front of the property and all garages facing front of property must have garage door.

No building shall be located on any lot nearer to the front line than the minimum building setback line as required by the DeSoto County Planning Commission. No building shall be located nearer than twenty (20) feet to any interior lot line or nearer than fifty (50) feet 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 fifty foot building setback is measured from the street right of way line to the structure.

Easements five (5) feet wide or 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.

No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become any 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 lot and houses are for residential use only.

No fence or wall of any kind shall be erected, unless approved by the developer

No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. No exterior lighting shall be directed outside the boundaries of a lot.

Within any slope control area established by the developer, no structure, planting or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope rations, create erosion or sliding problems, or change the direction of flow drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner, except for those improvements for which a public authority or utility company is responsible.

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

No permanent commercial vehicle, industrial equipment or vehicles without current license will be permitted to be parked or stored on any lot unless they are parked or stored in an enclosed garage or other enclosure.

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.

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.

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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No hogs, cows, horses, rabbits, chickens, goats, poultry, birds, livestock or animals of any kind, other than house pets (except house pets with vicious propensities), shall be brought onto or kept on the property. No pet shall be permitted to run "free" in the subdivision or become a nuisance to the neighborhood.

Each lakefront owner will be responsible for the maintenance and upkeep of lake and dam. Also, each lakefront property owner will be legally responsible for persons using the lake while that person is on the property owners property.

A clothesline will be permitted as long as it is constructed of sightly materials and cannot be viewed from the front of the lot.

When the developer has sold the majority of lots within the subdivision, he shall reserve the right to name three(3) 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 property within the subdivision

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.

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 twenty-five (25) years from the date these covenants are recorded and after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instruments signed by a majority of the then owners of the lots 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 person 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.