

STATE NO. - DECATO CO. <sup>BC</sup>  
FILED <sup>BC</sup>

FEB 9 3 46 PM '95

RESTRICTIVE COVENANTS  
APPLE CREEK SUBDIVISION, SECTION "C"  
SECTION 3, TOWNSHIP 2-SOUTH, RANGE 8-WEST  
PLAT BOOK 49, PAGE 9BK 281 PG 495  
W.E. DAVIS CH. CLK.

By B. Cleveland, S.C.

IF THE PARTIES HERETO OR ANY OF THEM OR THEIR HEIRS OR ASSIGNS SHALL VIOLATE OR ATTEMPTS TO VIOLATE ANY OF THE COVENANTS, LIMITATIONS OR RESTRICTIONS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN THIS SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUALLY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, LIMITATIONS OR RESTRICTIONS, AND EITHER TO PREVENT HIM OR THEM FROM SO DOING OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION.

INVALIDATION OF ANY ONE 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.

1. Each owner, corporate or otherwise, of a lot in Apple Creek North Subdivision shall be a member of the Apple Creek North Homeowner's Association, a non profit corporation to be created for the purpose of owning and maintaining the lake dam site and other common areas, which membership is subject to the by-laws and other rules and regulations thereof. Such lot owner shall have the use of Apple Creek North lake only so long as he is a member of said association.
2. 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 one single dwelling and a private garage for not more than three cars, and separate detached, hereinafter referred to as 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 line may be disregarded in so far as side yard 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 without approval as may then be required by the appropriate governing authority.
3. All dwellings and other structures constructed on the lots must be in compliance with requirements of the Horn Lake Planning Commission and its successors. Detailed building plans must be submitted to the developer or his designated agent in duplicate. If approved, the approval shall be noted on the face of one of the set of plans and the other held on file by the developer or his designated agent. The finished building must be shown on the original plans and any changes must be approved in writing.
4. The developer or his designated agent shall have authority in approving or rejecting building plans. The developer or his designated agent's authority shall include but not be limited to architectural design, compatibility with surrounding houses, location on the lot and proposed construction material. All houses must have a minimum of 1800 square feet of heated space excluding garages, porches, etc. Two story houses must have a minimum of 1000 square feet on the ground floor excluding garages, porches, etc. All houses must have a minimum of three sides covered in brick, stone, or other material approved by the developer or his designated agent. All construction shall be of new material.
5. All houses must have an attached garage that opens to the end or back of the house unless an exception is approved by the developer or his designated agent because of lot terrain.
6. No detached building will be constructed without approval of the Horn Lake Planning Commission and appropriate permits must be obtained prior to construction. These buildings must also meet the approval of the developer or his designated agent who in addition, to Horn Lake has authority on design, construction material and site location.
7. Construction must be completed and drives paved within 12 months of the date the building permit is issued or delivery of construction material to site, whichever occurs first. The front landscaping must also be completed in this 12 month period.
8. 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. Also, lots must be kept mowed and not allowed to grow up with grass and weeds. The developer or his designated agent and

or the Association, at its discretion, may hire the work done and bill the lot owner. If the lot owner does not pay the developer or his designated agent and/or the Association within 30 days, the developer or his designated agent and/or the Association shall have the right to file a lien against the property to recover the expense of bringing the lot owner to compliance.

9. No structure of a temporary character, basement, tent, shack, garage, barn, mobile home, or other detached building shall be used on any lot at any time as a residence, either temporarily or permanently.

10. Fences in the front yard of any lot can be no more than 3 feet high and must be constructed of wood, stone, brick, or wrought iron. Corner lots shall have one front yard. There shall be no wire fences in high visibility areas as determined and controlled by the developer as long as the developer owns a lot. The Apple Creek North Homeowner's Association will enforce this covenant only after the developer owns no lots.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear, front, and along both sides of each lot.

12. No obnoxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighbors. No business or trade of a commercial nature shall be carried on upon any lot. All lots and houses are for residential use only.

13. No cow, hog, goat, or similar animal other than domestic pets shall be kept or harbored on any lot. However horses may be kept.

14. No vehicle of any kind shall be left in the subdivision unless it displays a current license plate and a current inspection sticker except for tractors used for property maintenance only. No commercial vehicle of any kind over (1) ton may be parked in Apple Creek North Subdivision. All motorized vehicles must be parked on paved surfaces only.

15. Mobile homes are strictly forbidden, either temporary or permanently.

16. The property herein conveyed is subject to an assessment by Apple Creek North Homeowner's Association of \$50.00 (fifty dollars) on an annual basis, until changed by a majority of the total votes eligible to be cast by the members of the Association. Said assessments shall be due and payable as the Board of Directors determine, and if not paid shall bear interest at the prevailing rate until paid. Such assessments shall be a lien on the property so assessed and collectable by proper action at law, or proceedings in Chancery, for enforcement of such lien. Lots owned by the Hugh Dancy shall not be assessed the annual assessment.

17. The lien of the assessment provided for herein shall be subordinate to the lien of any first and/or second mortgage recorded prior to said assessment. The lien of the assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Mississippi. Sale or transfer shall not relieve such site from liability for any assessments thereafter becoming due or from the lien thereof.

18. No pier shall extend more than fifteen feet out into the lake from the shoreline at full lake level.

19. No houseboats or boathouses shall be allowed on the lake. Only electric motors will be allowed on Apple Creek North Lake.

20. Trot line fishing and jugging will not be allowed in Apple Creek North Lake nor will any other type fishing other than the generally accepted forms of sport fishing except by special permission of the Apple Creek North Homeowner's Association and/or the developer.

21. Electrical services must be underground from the street pole or drop pole to each home.

22. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them 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 then owners of the lots have been recorded agreeing to change said covenants in their entirety or in part. Each lot owner shall have one vote. As long as the developer, Hugh Dancy, owns a lot, the developer may amend these covenants without consent of the other lot owners.

23. In the event any restrictive covenants of Apple Creek North Subdivision is declared by the courts to be invalid, the same shall not affect the validity of these covenants as a whole or any part thereof other than the part so declared to be invalid.

24. Enforcement of covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restrictive covenant either to restrain violation or to recover damage.

WITNESS THE SIGNATURE OF THE OWNER THIS 8<sup>th</sup> DAY OF February, 1995

BY: [Signature]  
Hugh Dancy  
Owner

PREPAREK:

NAME Greg Russell  
ADDRESS 928 Goodman Road, Ste 6  
PHONE # Southaven, MS 38671 (601) 349-3348

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for said County and State, on this the 8<sup>th</sup> day of February, 1995, within my jurisdiction the within named Hugh Dancy, who acknowledged that he is the owner and as his act and deed he executed the above and foregoing instrument.

GIVEN UNDER MY HAND and Seal of Office, this the 8<sup>th</sup> day of February, 1995.

[Signature]  
Notary Public



My Commission Expires:  
NOTARY PUBLIC STATE OF MISSISSIPPI AT LANCE  
MY COMMISSION EXPIRES: Aug. 13, 1996  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.