

## BAKER'S RIDGE RESTRICTIVE COVENANTS

APR 29 8 32 AM '97

27 & S34 R 9W T 25<sup>1/2</sup>R

Sec A

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BK. 315 PG 430  
W.F. DAVIS CH. CLK.

Each of the lots in the Baker's Ridge Subdivision shall be impressed with the following restrictions, covenants, and conditions for the purpose of carrying out a general plan of development and maintenance of the Property.

1. No lot shall be used for any purpose other than single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one building, a private garage for not more than three vehicles and separate detached building incidental to residential use. Two or more lots may be combined for use as one lot and in such case the interior lot lines may be disregarded and the utility easement (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 Lot may be sold or conveyed except to the original size of the Lots before being combined. No single Lot may be subdivided into two or more lots for purpose of building another dwelling.
2. All dwelling and other structures on the lots must be in compliance with the requirements of DeSoto County Planning Commission.
3. No structure of a temporary nature such as basements, sheds, garage, barn, motor home, or other out-side buildings shall at any time be used, either temporarily or permanently, as a residence.
4. No obnoxious or offensive trade or activity may be carried on upon any lot, nor shall be anything be done thereon which may be or be come a nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be carried on upon any lot. All lots and houses are to be for residential use only.
5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat.
6. No shell-type or modular-type home will be permitted or erected in the subdivision. All houses must be new construction. No house may be moved into the subdivision from another area except by the written permission of the developer.

7. No building shall be permitted on any lots where the heated area of the main structure, exclusive of open porches and garages is less than 1600 square feet.
8. 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 not more than five square feet advertising the property for sale or rent, or customary signs used by a builder to advertise the property during the construction and sale.
9. Trash, garbage and other waste or rubbish shall be kept in sanitary containers, provided specifically for these purposes. All equipment for the storage or disposal of such material shall be approved by the County and shall be kept in a clean, sanitary and orderly condition.
10. No junk vehicle, commercial vehicle, trailer, truck, or other machinery shall be kept on any sight unless properly stored in a storage room or garage.
11. Construction of any dwelling shall be completed within 12 months from commencement of construction.
12. No carports or garages are allowed to face the front of each lot, unless approved by the developer or his representatives.
13. No building shall be erected on any lot in the subdivision until the building plans, specification and plot plan, showing the location of such building, have been approved in writing as to conformity and harmony with existing structures in the subdivision and as to the location of the buildings with respect to topography and finished ground elevation, by developer, or by a duly appointed representative of said developer. Approved plans will be so noted on their face. One set will be returned to the applicant, and one set will be retained. In the event that said developer or his representatives, fail to approve or disapprove such design and location within a period of thirty (30) days after said plan and specifications have been submitted to them, or if no litigation to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required, and this covenant shall be deemed fully complied with. Neither the developer nor his designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

14. These covenants, limitations, and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them until December 31, 2010 at which time said covenants, limitations, and restrictions shall automatically extend for successive ten (10) year periods unless, by a vote of the majority of the then owners of lots in this subdivision, it is agreed to change said covenants, in whole or in part.

15. The covenants, restrictions, and limitations, or any part of them, may be amended only by the developer, as long as he owns one lot.

Legal description: Section "A"; Section "B"; and ~~Section "C"~~ of  
Barker Ridge Subdivision Sections 27 & 34  
Township 2s. Range 9N

Sec A Page 24 Book 56  
Sec B. ✓ 25 ✓ 56

I, James W. Eubanks, hereby acknowledge that I am Vice-President of EBI, Inc., owner of Baker's Ridge Subdivision, and that on behalf of said corporation and as its act and deed signing, sealing and delivering the above and foregoing Restrictive Covenants for Baker's Ridge Subdivision, for the purpose mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do. This the 22 day of April, 1997.

James W. Eubanks  
JAMES W. EUBANKS, Vice-President

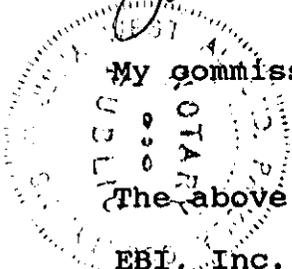
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for said county and state, within my jurisdiction the within named James W. Eubanks, who acknowledged that he is Vice-President of EBI, Inc., a Mississippi corporation and for and on behalf of said corporation and as its act and deed signing, sealing and delivering the above and foregoing Restrictive Covenants for Hunters Ridge, for the purpose mentioned on the day and year therein mentioned, after first having ben duly authorized by said corporation so to do.

Given under my hand and official seal this the 22nd day of April, 1997.

Julia W. Almond  
NOTARY

My gommision expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 27, 2000  
BONDED THRU SPECIAL NOTARY SERVICE



The above and foregoing instrument was prepared by:

EBI, Inc.  
P. O. Box 7  
Tunica, Mississippi 38676  
(601) 363-1431

OR  
OF

AND RESERVE FOR THE PUBLIC UTILITIES THE STATE OF MISSISSIPPI  
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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_

TITLE \_\_\_\_\_ SIGNATURE OF MORTGAGEE \_\_\_\_\_ BOOK 315 PAGE 434

NOTARY'S CERTIFICATE  
STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID  
COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_,  
WITHIN MY JURISDICTION, THE WITHIN NAMED \_\_\_\_\_, WHO  
ACKNOWLEDGED THAT HE/SHE IS \_\_\_\_\_

AND THAT FOR AND ON BEHALF OF THE SAID BANK,  
AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK SO TO DO.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

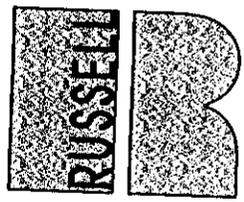
MINOR LOT SUBDIVISION  
SECTION "B"  
**BAKER RIDGE  
SUBDIVISION**

SECTIONS 27 & 34, TOWNSHIP 2 S, RANGE 9 W  
DESOTO COUNTY, MISSISSIPPI

SCALE: 1" = 100'  
DECEMBER, 1996

ZONING A-R  
TOTAL AREA: 6.35 ACRES  
TOTAL LOTS: 2; CLASS "C" SURVEY

DEVELOPER  
EUBANKS & BAILEY  
P.O. BOX 7  
TUNICA, MISSISSIPPI 38676



**RUSSELL & COMPANY**  
ENGINEERS SURVEYORS

6229 HWY. 305, SUITE B  
OLIVE BRANCH, MS 38654  
601-893-3377

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