

JUN 20 1 45 PM '97 mc
WDECLARATION OF RESTRICTIVE COVENANTS
FOR
VAIDEN WOODSBK 317 PG 734
W.E. DAVIS CH. CLK.

The following Restrictive Covenants shall apply to all of the land in Vaiden Woods as shown on Plat of Record recorded in Plat Book 57 on Page 6 of the Chancery Records of DeSoto County, Mississippi and located in the Southeast Quarter of Section 6, Township 3 South, Range 6 West, DeSoto County, Mississippi.

WHEREAS, said owners, developers and declarants wish to encumber said real property with the following restrictive covenants, limitations, and restrictions which shall run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2010, at which time said covenants, limitations, and restrictions shall be automatically extended for successive five (5) year periods unless by vote of the majority of the then owners of the lots in this subdivision it is agreed to change said covenants in whole or in part. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, limitations, or restrictions, herein it shall be lawful for any person or persons owning lots in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, limitations, or restriction and either to prevent him or them from doing so or to recover damages or dues for such court violations. Invalidation of any 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, which shall be covenants that run with the land and shall be binding upon purchases of numbered lots within said developed subdivision, their successors and assigns. Said restrictive covenants are as follows:, to-wit:

1. Each lot shall be for single family residential use with customary outbuildings and or agricultural use with no structure being used for any type of business or commercial enterprise other than agriculture. No more than one residence may be located on any lot unless approved by DeSoto County Planning Commission and Developer in writing.
2. No mobile or junk type structures shall be permitted on the property, and not camper type trailer, tent or shack may be used either temporarily or permanently as a dwelling.
3. The total minimum heated floor area of a residence, exclusive or open porches, garages, or carports shall be 1400 square feet. The minimum heated lower floor area of a split level or two story residence shall be 1100 square feet. All garages must be side loading.
4. No animals may be raised or kept for commercial purposes, except as stated below. Household pets may be kept, bred or maintained for commercial purposes. All swine are prohibited. Notwithstanding the above, horses and cattle may be raised and kept for commercial purposes provided that no more than one large animal per acre (horses and cattle) are permitted at the developer's discretion in writing.
5. No inoperative or unlicensed vehicles, or parts of same, shall be permitted.
6. All buildings must be set back at least 75 feet from the road right-of-way and set back from the side and rear lot lines in compliance with the building setback requirements of DeSoto County.
7. No dumping or accumulation of trash, garbage, discarded personal effects, or other debris shall be permitted.

8. All sewerage disposal systems must comply with good practices and State Health Department requirements.

9. All driveways installed to the property must comply with County Officials.

11. These covenants, limitations, and restrictions or any part of them, may be amended only by the vote of the owners of 80% of the lots in the subdivision after the developer ceases to own a lot. The developer may amend these covenants at any time as long as he owns one lot.

12. No structure shall be erected, placed or structurally altered upon any lot until the building plans, specifications, and plot plan showing the location of such building or fence have been approved by the developer as to conformity of quality and exterior design and as to topography and finished grade elevation.

13. Enforcement 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 damage.

14. Invalidation of any one of these covenants by judgement or court action shall in no wise affect any of the other provisions which shall remain in full force and effect. Failure on the part of the owner of any lot in the subdivision, or any addition thereof, to object to the violation of any provision herein contained, or to institute legal proceedings to enforce any such provision regardless of the duration of such failure, shall not constitute a waiver of, or estoppel to assert, any right conferred by these covenants, restrictions, and limitations.

I, Robert M. Bailey, hereby acknowledge that I am President of EBI, Inc., owner of Vaiden Woods, and that on behalf of said corporation and as its act and deed signing, sealing and delivering the above and foregoing Restrictive Covenants for Vaiden Woods, for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do. This the 28 day of May, 1997.

Robert M. Bailey
ROBERT M. BAILEY, 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 Robert M. Bailey, who acknowledged that he is 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 Vaiden Woods, for the purpose mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

Given under my hand and official seal this the 28 day of May, 1997.

Diana B. Langston
NOTARY

My commission expires: April 24, 2001



The above and foregoing instrument was prepared by:

RUTHERFORD & ASSOCIATES
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Hernando, Mississippi 38632
601-429-5766