

The Board of Directors submits the following proposed Restrictive Covenant Amendments to be voted upon at the Annual Members' Meeting on Monday, September 8, 1997.

*Proposed Amendments to Restrictive Covenants
Wedgewood Golf Course & Subdivision
September 8, 1997*

2. All dwellings or other structures on the lots must be in compliance with the requirements of all **regulatory agencies**.

7. **(B)** The minimum area of any single-story dwellings on lots AR shall not be less than 2400 square feet exclusive of open porches and garages. All two-story dwellings shall have a ground floor minimum of 1500 square feet, exclusive of open porches and garages. All 1-1/2 story dwellings shall a ground floor minimum of 1800 square feet, exclusive of open porches and garages. All 2-story and 1-1/2 story dwellings shall have in the two floors a combined minimum of not less than 2400 square feet, exclusive of open porches and garages. All dwellings must have at least a **two** car garage, and may be either attached or detached, with no doors facing the street.

(C) All dwellings shall be of brick veneer, **stucco, or fieldstone**, paint schemes, **[and]** roof color and design **so** as to compliment **[of]** whole of subdivision. All detached buildings and structures shall coordinate with residence dwelling, **including proportionate percentages of materials used. Refer to "Specifications Agreement for Plans Approval", available from Don Markle or the Wedgewood Property Owners' Association, for approved paints, roofing materials, brick, stucco, etc. Siding may be used, but must not constitute more than 25% of outside area of residence.** There shall be no portable buildings allowed on any property. All plans and drawings shall be approved by Don Markle or designated representative.

8. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale, or customary signs used by the builder to advertise the property during construction and sale. **Sold signs must be removed within 15 days after closing of sale.**

10. No animals, livestock or poultry of any kind may be raised, bred or kept on any lot, except a limited number of (2) dogs and / or (2) cats may be kept for personal use and enjoyment. There shall be no outdoor enclosures for such animals or pets other than approved fences. All animals outside of fenced area must be on a leash. Any waste materials deposited by these dogs or cats in the yard must be removed **daily** to eliminate the possibility of any odor or potential health hazard.

11. Trash, garbage and other waste and rubbish shall be kept in sanitary containers, provided specifically for these purposes. All equipment for the storage or disposal of such materials shall be approved by **regulatory agencies** and shall be kept in clean, sanitary and orderly condition.

***Bold Underlined, Added *Bold Letters Only, Changed *Bold [brackets], Delete**

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13. All lots adjoining the golf course may have fences which are built according to the design and specifications of Don Markle or a designated representative. There shall be no chain link fences or above ground swimming pools allowed anywhere in the subdivision. Fences for lots not adjoining the golf course may be of wood and brick for the rear yard only.

14. Satellite dishes will be allowed in the subdivision but must be installed so as not to be conspicuous and out of view as much as possible. **Only 18" dishes or equivalent will be allowed. Plans must be approved by Don Markle or designated representative.**

16. (A) No driveway permit shall be allowed to Pleasant Hill Road for lots 23, 24, 25, 26, and 1. **Fences along Pleasant Hill Road for these lots must be of like design and approved by Don Markle or designated representative.**

19. All mailboxes shall **have a light and** be of brick **or stucco** construction with approved design from Don Markle or designated representative

22. No building, fence, wall, structure, or other improvement shall be commenced, erected or maintained upon any lot in the Subdivision, nor shall any exterior addition, change, alteration or restoration of, or to the same be made until the construction plans and specifications showing the nature, kind, shape, size, height, materials and location of the same shall have been submitted to and approved in writing by Don Markle or designated representative as to harmony of external design, construction, and location in relation to existing or proposed surrounding structures or topography.

***Bold Underlined, Added *Bold Letters Only, Changed**

-Explanation of Proposed Changes-

- ⇒ Paragraph 2 and 11: Since annexation into Olive Branch, to include any City, County, State or Federal Agency dealing with construction or building requirements.
- ⇒ Paragraph 7(B): Omitted on original covenants.
- ⇒ Paragraph 7(C): 1. To add stucco and fieldstone as approved building material. 2. To make proportionate percentages of materials used a requirement of coordination with residence. 3. To make known and available to property owners the approved materials for construction or additions to Wedgewood Property. 4. To insure that residences will be in harmony regarding percentage of siding used in construction.

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- ⇒ **Paragraph 8 and 13:** To restrict unsightly objects from being placed in the S/D and to remove things which become unsightly over time.
- ⇒ **Paragraph 10:** It is felt that weekly removal of animal waste is not sufficient to keep down odor or health hazards.
- ⇒ **Paragraph 14:** To make available to all residents the latest in media technology and to negate the use of large unsightly satellite dishes.
- ⇒ **Paragraph 16(A):** To insure uniformity of design along Pleasant Hill Road to enhance the appearance of our S/D.
- ⇒ **Paragraph 19:** To correct the omission of a light on the original covenants and permit the use of stucco in mail box design.
- ⇒ **Paragraph 22:** This requirement is a near duplication of paragraph 2.3 of the "Amended Declaration of Covenants, Conditions and Restrictions of Wedgewood S/D" on file in Chancery Clerks' Office, DeSoto County, MS. It is being added to the Restrictive Covenant Document for information purposes to assure that property owners will know that before anything is done which changes the outside appearance or structure of the residence or grounds, plans must be submitted to Don Markle or the Control Committee for approval.

See attached revised covenants

Plat Book 34

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Return to Trudroy Landrum
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Olive Branch, Me 38654³
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RESTRICTIVE COVENANTS
Wedgewood Golf Course & Subdivision

The following restrictions shall apply to all of the land in Wedgewood Golf Course & Subdivision in Section 36, Township 1 South, Range 7 West, DeSoto County, Mississippi :

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 the one building, a private garage for no more than three vehicles and separate detached buildings incidental to residential use. Two or more lots may be combined for use as one lot and in case the interior lot lines may be disregarded and the utility easements (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 the purpose of building another dwelling.

2. All dwellings or other structures on the lots must be in compliance with the requirements of all regulatory agencies.

3. No structure of a temporary nature such as trailers, basements, tents, sheds, garages, barns, motor homes or other out buildings shall, at any time, be used, either temporarily or permanently, as a residence.

4. No noxious or offensive trade or activity may be carried on upon any lot nor shall anything be done thereon which may be, or become, a nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be carried on upon any lot.

5. Easements for the installation and maintenance of the utilities and drainage facilities are reserved as shown by the plat. There is a minimum setback on R-3 lots of 25 feet from the front property lines, a 25-foot minimum rear setback. All AR lots are to have a 75-foot front setback from the front property lines. A 50-foot minimum rear setback, and a minimum of 10 feet and a sum of 25 feet sideyard setback. Certain lots are to be excluded from minimum front setback upon approval of Don Markle or designated representative.

6. No shell-type or modular-type home will be permitted or erected in this subdivision. All houses must be new construction. No house may be moved into the subdivision from another area. Construction of log cabin type homes will not be permitted.

7. (A) The minimum area of any single-story dwelling in Wedgewood Golf Course and Subdivision, Section 36, lots R-3 shall not be less than 1800 square feet on the course and 1600 square feet off the course, exclusive of open porches and garages. All two-story dwellings shall not be less than 1800 square feet on the course and 1600 square feet off the course and shall have a minimum ground floor area of 1200 square feet, exclusive of open porches and garages. All 1-1/2 story dwellings shall not be less than 1800 square feet on the course and 1600 square feet off the course, and shall have a minimum ground floor area of 1200 square feet, exclusive of open porches and garages.

RESTRICTIVE COVENANTS
Wedgewood Golf Course & Subdivision

7. (B) The minimum area of any single-story dwellings on lots AR shall not be less than 2400 square feet exclusive of open porches and garages. All two-story dwellings shall have a ground floor minimum of 1500 square feet, exclusive of open porches and garages. All 1-1/2 story dwellings shall have a ground floor minimum of 1800 square feet, exclusive of open porches and garages. All 2-story and 1-1/2 story dwellings shall have in the two floors a combined minimum of not less than 2400 square feet, exclusive of open porches and garages. All dwellings must have at least a two car garage, and may be either attached or detached, with no doors facing the street.

(C) All dwellings shall be of brick veneer, stucco, or fieldstone, paint schemes, roof color and design so as to compliment whole of subdivision. All detached buildings and structures shall coordinate with residence dwelling, including proportionate percentages of materials used. Refer to "Specifications Agreement for plans Approval", available from Don Markle or the Wedgewood Property Owners Association, for approved paints, roofing materials, brick, stucco, etc. Siding may be used, but must not constitute more than 25% of outside area of residence. There shall be no portable buildings allowed on any property. All plans and drawings shall be approved by Don Markle or designated representative.

8. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale, or customary signs used by the builder to advertise the property during construction and sale. Sold signs must be removed within 15 days after closing of sale.

9. The developer of the subdivision shall retain all mineral rights for the land in Wedgewood Golf Course and Subdivision, for the purpose of retaining the royalty on said minerals if these minerals are developed on adjacent property.

10. No animals, livestock or poultry of any kind may be raised, bred or kept on any lot, except a limited number of (2) dogs or cats, or combination not to exceed (2), may be kept for personal use and enjoyment. There shall be no outdoor enclosures for such animals or pets other than approved fences. All animals outside of fenced area must be on a leash. Any waste materials deposited by these dogs or cats in the yard must be removed daily to eliminate the possibility of any odor or potential health hazard.

11. Trash, garbage and other waste and rubbish shall be kept in sanitary containers, provided specifically for these purposes. All equipment for the storage or disposal of such materials shall be approved by regulatory agencies and shall be kept in clean, sanitary and orderly condition.

12. No vehicles of any kind shall be kept in the subdivision unless it displays a current license plate and a current inspection sticker, except for lawn tractors used for the property maintenance. No junk cars or trucks or any mechanical devices that are visually in need of repair shall be kept on any lot at any time for any purpose. Any trucks not considered a "pick-up" or not used as a passenger vehicle shall not be kept in the subdivision. Any junk car or truck or mechanical device that is kept within the Right-of-way of the existing street shall be subject to removal by the proper authorities without permission of the owner. Boats, trailers, camping trailers and motor homes must be kept in covered garages and out of view at all times.

RESTRICTIVE COVENANTS
Wedgewood Golf Course & Subdivision

13. All lots adjoining the golf course may have fences which are built according to the design and specifications of Don Markle or a designated representative. There shall be no chain link fences or above ground swimming pools allowed anywhere in the subdivision. Fences for lots not adjoining the golf course may be of wood and brick for the rear yard only.

14. Satellite dishes will be allowed in the subdivision but must be installed so as not to be conspicuous and out of view as much as possible. Only 18" dishes or equivalent will be allowed. Plans must be approved by Don Markle or designated representative.

15. Construction of any dwelling shall be completed within twelve (12) months from commencement of construction.

16. (A) No driveway permit shall be allowed to Pleasant Hill Road for lots 23, 24, 25, 26, and 1. Fences along Pleasant Hill Road for these lots must be of like design and approved by Don Markle or designated representative.

(B) All driveways shall be concrete. All concrete flat work such as driveways, patios, parking pads, walkways and open porches, etc., to be wash rock.

17. These restrictions may be altered or amended only by the developer, or its assigns or successors by written instrument duly executed, acknowledged and recorded; provided, however, the developer agrees that these restrictions will not be altered or amended without the consent of a majority of the lot purchasers. The developer shall be considered a lot purchaser and shall have a vote for each unsold lot for the purpose of consent to amendments.

18. The platted property is subject to those covenants, restrictions and easements as set forth in documents to be recorded in the office of The Chancery Clerk of DeSoto County, Mississippi, to which document reference is hereby made. Any property owner shall be bound by the term of said document including, without limitation, the obligation to be a member of the Wedgewood Golf Course and Subdivision Property Owners Association.

19. All mailboxes, or pillar, shall have a light and be of brick or stucco construction with approved design from Don Markle or designated representative.

20. All residential construction shall be by reputable builder and approved by Don Markle or designated representative.

21. There shall be no gardens of any type unless located where it may not be visible from the street, golf course or any adjoining lots.

22. No building, fence, wall, structure, or other improvement shall be commenced, erected or maintained upon any lot in the Subdivision nor shall any exterior addition, change, alteration or restoration of, or to the same be made until the construction plans and specifications showing the nature, kind, shape, size, height, materials and location of the same, shall have been submitted to, and approved in writing by Don Markle or designated representative as to harmony of external design, construction, and location in relation to existing or proposed surrounding structures or topography.

STATE MS. - DESOTO CO. mc

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W.E. DAVIS CH. CLK.