

**Restrictive Covenants  
Ivy Manor Phase II**

*Recorded in Plat Book 75 Page 1.*  
The following restrictive covenants shall apply to all the land in Ivy Manor Phase II Subdivision

*Section 23 Township 3 Range 8*  
Whereas, said property is presently being developed and is to be known as Ivy Manor Phase II Subdivision and whereas, said property is to be developed as a residential area and it will be to the advantage of all parties hereto and their successors entitled that the following expressed conditions, covenants and limitations be established in each and every lot in said property to avoid conflict and to protect property values.

1. 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 easements are concerned. 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 the Desoto County Planning Commission.
3. No structure of a temporary nature such as trailers, tents, sheds, garages, barns or other buildings shall be permitted unless approved by Developer. No garage apartments will be allowed.
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. No shell-type or modular-type home will be permitted. All structures must be new construction. No structure may be moved into the Subdivision without permission from the Developer.
6. 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 customary signs used by the builder to advertise the property during construction and sale.
7. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any lot, except that dogs, cats, and other pets may be kept provided they are not kept, bred, or maintained for commercial purposes (not to exceed two dogs and two cats). No hogs or goats are to be kept on any lot. Appropriate buildings and enclosures for such animals or pets may be built, but no pets will be permitted to run "free" in the subdivision. Metal fencing pet enclosures may not exceed 150 square feet total area per lot. Pet enclosures may not be installed closer than twenty (20) feet to any property line (excluding six (6) foot privacy fences).
8. 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 kept in a clean, sanitary and orderly condition.

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9. No vehicle of any kind shall be kept unless it displays a current license plate and a current inspection sticker, except for tractors used for the property maintenance only. Any vehicle or mechanical device being repaired, altered, serviced, or stored must be kept in an enclosed garage with the door closed.
10. No oil drilling, oil development operations, refining, gravel mining, or mining operations of any kind shall be permitted upon or in any lot, nor shall wells, tanks, tunnels, gravel excavations or shafts be permitted upon or in any lot.
11. Construction of any dwelling or other structure shall be completed within eight (8) months from commencement of construction except in those instances where delay is caused by a natural disaster or by an act of God.
12. All electric lines, telephone lines and such are to be put underground from the main line to the residence or wherever needed by the buyer.
13. No fence, temporary or permanent shall be placed on any lot which will be closer to the street than the front of the house, unless approved by Developer. No metal fencing will be allowed in Ivy Manor Phase II Subdivision. Only wood or brick privacy fences will be allowed and must be constructed in a manner to prevent entrance or exit of small pets or animals, and must also reduce visibility as much as possible, unless approved by Developer.
14. All exterior finishes, colors, windows, etceteras are to be approved by Developer or the Architectural Control Committee. Prior to construction the builder must submit samples, pictures or written descriptions of the finishes, colors, windows, etceteras along with the plans and a drawing showing positioning of any structure to be constructed.
15. Swimming pools are allowed only if pool area is completely secured by a privacy fence of at least six (6) feet in height to screen visibility.
16. All mailboxes will be furnished by Pickle Iron Company. Any change in model selected by Developer (Halle Fluted) must be approved by the Architectural Control Committee.
17. No trucks larger than full size pick-ups may be kept on lots.
18. All structures must contain at least sixty percent (60%) brick exteriors.
19. Camper trailers and recreation vehicles are allowed only on the back one-third (1/3) of lots.
20. All driveways must be concrete or asphalt, no gravel drives are allowed except during construction. All culverts must be in accordance with county regulations and it is the responsibility of the lot owner to receive county approval prior to installation of driveway.
21. Each property owner shall be responsible to maintain and to mow his/her lot and adjoining road right of way, even if the lot is vacant. If the land owner fails to keep his/her lot maintained and mowed then the Developer or architectural control committee shall have the authority to assess the owner fees in one hundred dollar (\$100.00) increments, as needed, and have the lot maintained and mowed from the assessed fee. All lawns must be kept neat and clean. During the growing season lawns should be mowed more often (vacant lots at least once a month). Garbage, toys, junk, etceteras of any kind may not remain in the yard for an extended period of time. Yards in violation will be cleaned at owner's expense.

22. The minimum heated floor area of a house in the subdivision must be 1800 square feet. A one and a half or two story must have a minimum ground floor area of 1400 square feet. All houses in the subdivision must have total area, including porches and garages of 2200 square feet. All garages in the subdivision must be at least a double garage with the door not facing the street unless approved by Developer.
23. Easements for the installation and maintenance of the utilities and drainage facilities are reserved as shown on the plat. For lots fronting only on one street the minimum front setback shall be 50 feet from the right-of-way of the street. For corner lots, the front of the house shall be set back a minimum of 50 feet from the right-of-way of the street. The side of the house on the adjacent street shall be set back a minimum of 50 feet from the right-of-way. Side yard setbacks for all structures shall be 15 feet minimum and the rear yard setback shall be 30 feet minimum. Any changes must be approved by Developer.
24. Dumpsters and portable toilets are required during construction.
25. Television antennas are to be installed in the attic. Satellite dishes larger than 36" are not allowed. Satellite dishes must be installed on the back or side of the house or in the back yard.
26. All structures on a lot must match the exterior finishes of the residence on that lot. This includes, but is not limited to color, trim, roof pitch, shingles, doors, bricks and percentage of brick used unless approved by Developer or the Architectural Control Committee prior to construction.
27. No vents, flues, etceteras may penetrate the roof facing the street unless approved by Developer. No window unit air conditioning will be allowed.
28. In exchange for city utilities, Ivy Manor Phase II will be annexed at such time the City of Hernando deems appropriate without opposition by residents of Ivy Manor Phase II.
29. When the developers cease to own a lot in the Subdivision, they shall name three persons owning property within Ivy Manor Phases I or II 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 Ivy Manor Subdivision. Successor members shall be designated only from among the owners of the property within Ivy Manor Subdivision.
30. The committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee or its designated representatives, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction have been commenced prior to the beginning thereof, approval will not be required and the covenants shall be deemed to have been fully complied with.
31. These covenants are to run with the land and shall be binding on all persons and all parties claiming under them for the period of twenty-five (25) years from the date these covenants are recorded; and, after which time, said covenants shall automatically be extended for successive periods of ten (10) years unless instrument signed by a majority of the then owners of the lots has recorded, agreeing to a change said covenants in whole or in part.

32. The house on Lot #15 was an existing structure prior to the formation of Ivy Manor Phase II or the county right of way for Ivy Lane. Therefore, the structure itself is not required to be in accordance with these covenants as it exists. However, any changes to the structure from this time forward must be in accordance with these covenants.
33. The front yard of Lot #15 is on the west side of the lot and the rear yard is on the east side of the lot in regards to items in these covenants such as setbacks, fences, toys, etceteras.
34. If an Owner has leased or rented the property, the owner shall be responsible for all assessments and the tenant must comply with all of the aforementioned covenants.

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We, the Member of Byrd Brothers, LLC (Terence S. Byrd, Timothy M. Byrd, and William H. Byrd) and the owners of Ivy Manor Phase II Subdivision, and that on behalf of said company and as its act and deed signing, sealing, and delivering the above and foregoing Restrictive Covenants for Ivy Manor Phase II, for the purposes mentioned on the day and year therein mentioned after the first having been duly authorized by said company so to do. This the \_\_\_\_\_ day of \_\_\_\_\_, 2000.

*Terence S. Byrd*

Terence S. Byrd, Member

*Timothy M. Byrd*

Timothy M. Byrd, Member

*William H. Byrd*

William H. Byrd, Member

Prepared By:  
William H. Byrd.  
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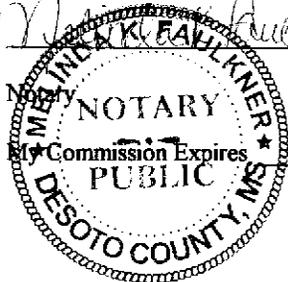
STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for said county and state, within by jurisdiction, the within named Terence S. Byrd, Timothy M. Byrd, William H. Byrd, who acknowledged that they are the Members of Byrd Brothers, LLC, a Mississippi Limited Liability Company, and for and on behalf of said company, and as its act and deed signing, sealing, and delivering the above and foregoing Restrictive Covenants for Ivy Manor Phase II, for the purpose mentioned on the day and year therein mentioned, after first having been duly authorized by said company so to do.

Given under my hand and official seal this the 14th day of August, 2000.

*Melvin K. Faulkner*



8/30/2001