

Cardiff Gardens Subdivision
Restrictive Covenants, Architectural Control Standards

The following Restrictive Covenants shall apply to all of the land in Cardiff Gardens Subdivision as shown on Plat of record, recorded in Plat Book 80 on Page 25 and located in Section 5 Township 2 South Range 7 West, DeSoto County, Mississippi.

It is the benefit, interest, and advantage of the developer and of each and every person or the entity hereafter acquiring any interest in the aforesaid real property that contain covenants, restrictions, and easements regulating the use and occupancy of the same be established, bixed, set forth, and declared as covenants running with land.

NOT WITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEVELOPER RESERVES AND SHALL HAVE THE RIGHT FOR A PERIOD OF FOUR (4) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND THIS DECLARATION IN WHOLE OR IN PART IN ORFER (1) TO CONFORM THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL, (2) TO CONFORM TO THE REQUIREMENTS OF ANY MORTGAGE LENDER, OR (3) TO INSURE THE REASONABLE DEVELOPMENT OF THE PROPERTY. THE DEVELOPER SHALL RETAIN TOTAL CONTROL OF THE PROPERTY, THE DEVELOPMENT THEREOF, AND THE IMPORVEMENTS THEREON INCLUDING, WITHOUT LIMITATION, PLAN APPROVAL, UNTIL THE DEVELOPMENT IS COMPLETE AND ALL OF THE LOTS HAVE BEEN SOLD.

RESTRICTIVE CONVENANTS

1. No lot shall be used for any purpose other than single family residential. Pool houses, gazebos and cabanas are permitted with the approval of the architectural committee. Two or more adjoining lots may be combined under one ownership and regarded as a single lot. The interior utility easements (unless in use) will be automatically revoked and approval of the appropriate governmental agency. 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. No single lot may be subdivided unto two or more lots for the purpose of building another dwelling.
2. Any dwelling or other structures on a lot must be in compliance with the requirements of the Southaven County Planning commission and the Developer and all homes will have a minimum of 3000 square feet of heated area. The Developer has the right to increase the square footage requirement as per lot basis.
3. All lots will be landscaped and must be approved by developer.
4. No structure of a temporary nature such as basements, tents, sheds, garage barn, or motor home, or other out building shall at any time be used, wither temporarily or permanently, as a residence.
5. 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 or upon any lot. All lots and houses are to be residential use only.
6. No underground home or singlewide mobile home will be permitted or erected in this subdivision. STATE MS - DESOTO CO.
MAR 1 1 59 PM '04 LL
7. No wooden fence will be permitted. Wrought iron or masonry will be allowed.
8. Shingles must be approved by Developer. BK 466 PG 183
D. DAVIS CH. CLK.
9. No oil drilling, oil development operation, oil refining, gravel mining, or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, gravel excavations, or shafts be permitted upon or in any lot. The Developer of the subdivision shall retain all mineral rights for he land in Cardiff Gardens 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 or description, except the usual household pets, shall be kept on any lot; provided, however, that no household pet may be kept on any lot for

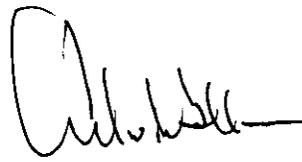
- breeding or commercial purposes. All household pets shall at all times be suitably leashed or penned, and no household pet shall be allowed at any time to wander or roam the Subdivision unattended. Upon any violation of these covenants, Developer may take such reasonable steps as may be necessary to capture, remove, and hold such pet by, or for any governmental or non-governmental pet control agency or society. In connection with the foregoing provision, neither the Developer or Homeowners Association, or the agents or employees of any of the foregoing, shall be in any way responsible to the owner or owners of such pet of any harm to such pet or for the loss of use and enjoyment of such pet resulting from such capture, removal, or holding of such pet.
11. No trash, garbage, hazardous waste, or other refuse shall be dumped, stored, or accumulated on any lot. Trash, garbage, or other waste shall not be kept in any lot except in sanitary containers or garbage compactor units. Garbage containers shall be kept in a clean and sanitary condition.
 12. No vehicle of any kind shall be kept in the subdivision unless it displays a current license plate and current inspection sticker. Any junk car, truck, or mechanical device that is kept with the right of way of the existing street shall be subject to removal by the proper authorities without the permission of the owner.
 13. The Developer reserve unto himself, their successors and assigns, the right to SUE, dedicate, and/or convey to the State of Mississippi, to DeSoto County, to any other municipal or governmental entity or authority, and/or to any appropriate public or private utility company or upon the ground to erect, maintain, and use utilities, electric, and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, and other suitable equipment, radio and television cables or wires, utilities, on, in, and over the easements along the rear and side property lines of each lot as shown.
 14. Other easements for drainage, utilities, and pedestrians may be hereinafter created as shown by any plat or instrument hereinafter recorded by Developer as such easements are granted prior to the sale of the lot or lots by the developer to any other party.
 15. Each owner shall be responsible for the maintenance, painting, and proper upkeep of his lot and all improvements thereon. Grass, weeds, vegetation, and debris on each lot shall be kept mowed and cleared at regular intervals so as to maintain such in a neat and attractive manner. Failure to cut grass and/or maintain lot shall result in performance of this service by Developer. Owner shall be assessed a minimum \$50.00 or actual cost per cutting of grass payable to the Developer.
 16. Each owner shall keep his residence in a condition comparable to its condition when initially constructed. In the event all or any portion of a residence is damaged or destroyed by fire or her casualty, then the owner shall rebuild, repair or reconstruct said residence in a manner with will substantially restore same to its original condition, or demolish the residence at his discretion. Said rebuilding, repairing, reconstructing or demolition shall be completed with nine (9) months of the occurrence of this casualty.
 17. The Developer reserves the right to approve additional and separate restrictions at the time of sale of any of the lots, which restrictions may differ from lot to lot.
 18. The Owner or grantee of any lot which is subject to these restrictions, by acceptance of the deed or other instrument conveying an interest in or title to such lot, or by the execution of a contract for the purchase hereof, whether from Developer or from a subsequent owner of such lot, shall accept, and shall be deemed to have accepted, such deed or other contract upon and subject to each and all of the restrictions and the agreements herein contained, all of the same being covenants running with the land.
 19. Each lot owner to be responsible for their own erosion control.
 20. All mailboxes to be standard wrought iron selected by developer
 21. Alvin E. Gillless, Gloria A. Gillless & A. Edwin Gillless shall have exclusive use and control of existing metal building located on the common area as long as they own a lot in Cardiff Gardens Subdivision.

ARCHITECTURAL CONTROL

A Homeowners Association will be at the discretion of the Developer. These individuals shall serve for a period of three years or unless they resign or otherwise fail to serve. Upon the expiration of three years from the date hereof, or the earlier resignation or failure to serve on any Committee member, the Developer shall then appoint substitute Committee Member. To affirmative vote of a majority of the membership of the Committee ruling, or order, or to issue any permanent authorization of approval pursuant to directives or authorizations contained in the covenants.

ARCHITECTURAL CONTROL GUIDELINES

The covenants and restrictions established require that all proposed designs to be submitted to and approved by the Developer. This requirement encompasses all initial design, later additions or alterations of any home, structure, wall fence, or exterior element. For instance, proposed fencing, swimming pools and service buildings require approval just like a residence. No residential design will receive final approval unless the conditions contained herein are followed.

A handwritten signature in black ink, appearing to read "A. Gilles", with a horizontal line extending to the right.

A. Gilles
P.O. Box 205
Southaven, MS
662-349-0767

STATE OF: MISSISSIPPI
COUNTY OF: DESOTO COUNTY

BK 0466 PGO 186

Personally appeared before me, the undersigned authority in and for the said county and state, on the 1st day of March, 2003, within my jurisdiction, the within named Alvin E. Gilles, who acknowledged that (he) (she) (they) executed the above and forgoing instrument.

W. E. Davis, Chancery Clerk
NOTARY PUBLIC SIGNATURE W. E. Davis DC

My Commission Expires Jan. 7, 2008

MY COMMISSION EXPIRES

