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BK 501 PG 596
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

CHERRY TREE PARK SUBDIVISION
COVENANTS

Section M
Section 16, Township 2, Range 7
City of Southaven, DeSoto County, MS
Plat Book 92, Page 25

1. All lots in the Subdivision shall be known and described as residential lots except for common open space, which shall be for common area amenities. No structures shall be erected on any residential lot other than one single family residence, and a two or three car enclosed garage. Additional structures may be erected in the rear yard, subject to approval as provided in this Declaration. All residences shall include at least a two car enclosed garage. No accessory structure erected on any lot shall at any time be used as a residence or business, temporarily or permanently.

2. All residences shall contain a minimum of square feet of heated living area per the following:

R – 15 Section A	2300 minimum heated square feet Not including bonus rooms over garage.
R - 10 Section N	2100 minimum heated square feet. Not including bonus rooms over garage.
R-9 Section M	1900 minimum heated square feet Not including bonus rooms over garage.

B+B

R-8 SectionG	1700 minimum heated square feet Not including bonus rooms over garage.

No buildings shall be more than two stories in height, but the floor space for the second story may be included in computing the minimum square footage of living area, which is allowable, except for footage gained by the completion of bonus rooms over garages. Finished bonus rooms over garage shall not be considered in calculating minimum heated square footage. All structures shall be constructed with at least 80% brick, stone veneer, or drivet stucco.

3. No residence shall be constructed without the construction plans first being approved by BHC Development, LLC (hereinafter referred to as "Developer"). Said construction plans shall be submitted to Developer for its review and approval. A written and dated receipt will be issued at time plans are submitted. Keep this receipt. Developer agrees to issue its approval or objections within ten (10) days after receipt of said construction plans. Developer's failure to issue its approval within the ten-day period shall automatically deem the plans acceptable.

4. For the purpose of insuring the development of said lots as an area of high standards, and to assure reasonable compatibility of architectural designs, the Developer shall have the power to control all improvements, as well as to make such exceptions to these Covenants, and to waive particular violations, as the Developer shall deem necessary, appropriate or proper. These covenants may be amended at any time by an instrument signed by the Developer or by not less than 75% of the owners of lots within all Phases of the

Cherry Tree Park Subdivision. Developer's written approval will be required for any proposed amendment.

5. The minimum setback from the front property line (which is the back of curb) to building and the side and rear yard setbacks shall be as described on the plat of subdivision and shall meet the requirements and approval of the Building and Zoning Departments of the City of Southaven.

6. The right is given to the Developer to require the owner of a damaged or destroyed dwelling upon any lot to make repairs or replacements in order to restore the dwelling to its condition prior to the damage or destruction, including the right to require that insurance proceeds paid to the Owner because of said damage or destruction be applied to the repair or replacement.

7. Each owner shall be responsible for the maintenance and painting of all improvements to the land within his lot. No refuse pile, unused motor vehicles or unsightly objects shall be allowed to be placed or to remain anywhere on the premises. In the event that any owner or occupant of any lot in the subdivision shall fail or refuse to keep the premises free from refuse piles, unused motor vehicles or other unsightly growths or objects, then an agent of the Developer may enter upon the lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such a removal, the owner of the lot shall pay 1.5 times the expenses thereof.

8. Homeowner's vehicle must be parked on their property, not on the street or street right of way.

9. No car, truck, van, trailer, boat, recreational or commercial type vehicle shall be stored or parked on any lot, unless in a

closed garage, nor parked on the streets serving the subdivision, unless engaged in transporting to or from a residence in the subdivision.

10. No car, truck, van, trailer, boat , recreational or commercial type vehicle shall be parked and advertised FOR SALE within the subdivision perimeters including at or along the entrance to Cherry Tree Park subdivision..

11. Homeowner's are not allowed to wash muddy vehicles in the neighborhood. Mud washed into the street must be cleaned up by homeowner, or homeowner's association will perform said cleanup and bill homeowner for 1.5 times the expenses thereof.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The number of animals shall be limited to 2 dogs, 2 cats or two other household pets. In all instances, household pets shall be restrained within fenced areas or under leash. Dog kennels must be hidden by fence.

13. Vegetable gardening to be allowed only in back yards to rear of house.

14. All signs, billboards, or advertising structures of any kind are prohibited except for two (2) professional signs of not more than sixteen (16) square feet to advertise a lot for sale or lease during a sales period and except for signs, billboards, or advertising structures erected by or on behalf of Developer during the development and sales period of the Developer's property and unsold Lots. No sign is permitted

to be nailed or attached to trees. All signs to be approved by City of Southaven.

15. No obnoxious or offensive trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the subdivision. Garage/yard sales are not permitted.

16. All mailboxes (numerals thereon) and the supports and encasements therefore within the subdivision are to be wrought iron, identical in design and will be selected by the Developer. No decorations except for holiday themes may be affixed or adhered.

17. An electric transformer may be situated on certain lots in the subdivision. If the owner of such a lot should desire relocation of such transformer, he may arrange for its relocation at his expense with the approval of the Developer and the owner of the adjacent property nearest to the proposed new location of the transformer.

18. Once a lot is sold by Developer, the owner there shall be required to construct sidewalks thereon as required by the City of Southaven. Should a lot owner not have installed the required sidewalk(s) for that lot within eighteen (18) months of the date of the recording of this plat, the lot owner will escrow with the City of Southaven such sum as is required by the City of Southaven to ensure the future construction of the sidewalk to an extent that Developer shall be relieved of the obligation. Should the lot owner refuse to do so, then Developer shall have the right to file a lien on the property or sue for the cost of the sidewalk.

19. Once Developer has closed a lot in the subdivision, the owner or his assignees of such lot shall be obligated to begin construction of a house on such lot within eighteen (18) months and thereafter to complete such construction within 12 months. If a lot owner fails to commence construction of the house within said 18 month period, Developer shall have the option of purchasing the subject lot for the original sale price, exclusive of any closing costs associated with the original purchase.

20. All roofs of all buildings erected on a lot shall be comprised of a dimensional shingle material, unless otherwise approved in writing by Developer. Accent roofs may be copper. Re-roofings must be in accordance with convenants. No awnings on the front or sides of any house will be permitted without approval of the Developer.

- All siding is to be wood-grained or textured siding. No more than 20% of any house can have siding.
- No stucco board is allowed in this subdivision..
- All driveways are to be of washed aggregate.
- No front yard parking pads.
- Each lot owner is to provide portable toilets for his house(s) during construction.

21. Developer reserves unto itself the right to impose additional and separate restrictions at the time of sale of any lots sold by it in this subdivision, which said restrictions may not be uniform, but may differ as to different lots.

22. Front facing garages are allowed but must be setback 10 feet behind the main elevation of the house. Detached garages and storage buildings may face the street, but must be set back beyond the back corner of the house and be constructed of the same brick and roof to match the house.

All detached garages or storage buildings must be approved in writing by Developer prior to the commencement of construction. No storage buildings built offsite will be allowed. All storage buildings must be on a slab. Exception: If a homeowner has installed a 6' privacy fence and wishes to erect a fiberglass or another form of plastic storage shed that is no taller than said fence and no larger footprint than 8x10 they may do so without Developers approval. Wooden storage buildings are not allowed.

23. The success of a residential subdivision is dependent in critical part on the abilities and integrity of the firms, which construct the homes in the development. Therefore, Developer is vested with the absolute right to approve or disapprove for use the respective general contractors who will build homes on lots in the subdivision. It is stated expressly that an owner of a lot must obtain such approval whether such owner is the original Purchaser from Developer or not.

24. All fences are to be of cedar wood, brick or ornamental iron material or combination thereof. No fence may be constructed closer to the street than the building setback line. Chain link fences are not allowed. All fences to be approved by the City of Southaven.

25. Swimming pools and/or hot tubs/spas and their accessory structures shall be installed in accordance with the ordinances and regulations of the City of Southaven. No above ground swimming pools shall be permitted.

26. All equipment, garbage cans, service yards, mechanical equipment, swimming pool pumps and filters, woodpiles or storage piles, shall be kept screened by adequate planting or fencing so as to conceal them from view of streets and

neighbors. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon, during construction and all other times.

27. All exterior lighting on each lot shall be of a consistent style and character. All lighting on each lot shall be constructed and maintained to provide illumination for that lot only, and as to avoid illumination of adjacent lots and areas. No polished brass lighting will be allowed on the exterior of the house. No colored exterior light bulbs allowed.

28. Developer will cause to be incorporated a non-profit Homeowners Association to which every party purchasing a lot will be deemed to have agreed to belong. The organization of such association may, at the option of Developer, be delayed until Developer has sold 90% of all the lots in the subdivision. The primary purpose of the association is to maintain and replace as necessary the entry and other structures, walls, common areas, including entry monuments and associated landscaping, grass, lighting and irrigation and to have the funds to legally enforce these covenants.

(b) Until 90 % of all the lots in the subdivision are closed by Developer, Developer has the right, but not the obligation to perform the aforesaid anticipated obligations of the association. Each purchaser of a lot shall pay Developer $300.00 a year representing Homeowners Association dues to defray the aforesaid expenses until such time as the association is organized and assumes the aforesaid duties. At any time, Developer may organize said association: and if same takes place before Developer sells 90% of said lots, Developer shall have the right to name two (2) members of a three (3) member Board of Directors and Developer and its subsidiaries/related companies shall have five (5) votes per each lot that it owns

(although other lot owners will have only one vote per lot owned) until Developer sells 90% of said lots.

Notwithstanding the foregoing, even after Developer has sold 90% of said lots, it may, at its option, continue to perform, or cause to be performed, the obligations set out above which are ultimately to be the responsibility of the association: and, so long as Developer performs such obligations, each lot owner shall pay to Developer a reasonable annual fee to defray said expenses. At the time of lot closing, each Purchaser will pay to Developer, in advance, his pro-rata share of the annual assessment for the year in which closing occurs. Developer or its subsidiaries/related companies shall not be required to pay dues on unsold lots, until such time as 90% of the lots are sold.

29. All lot owners shall become members of the Cherry Tree Park Homeowners Association and shall pay dues as set by its members and shall comply with the Cherry Tree Park Homeowners Association bylaws and regulations. All common areas, to include: planted entry areas and other amenity areas are a part of the Home Owners Association's responsibility. Initial dues of $300.00 per year payable January 1 of each year. After January 31, dues will be considered delinquent and a 10% fee will be added for each month dues are delinquent.

30. No buildings or structures shall be moved from other locations to a lot in this subdivision.

31. All existing surface drainage must be maintained. Swales may be constructed to prevent drainage directly onto buildings, but in no case shall surface drainage be diverted or obstructed to prevent the shared sheet surface drainage from entering into or through any lot by means of fences or on-site grading. All wood fencing is to have a 2" minimum

clearance under all portions. All brick fences are to have a 4"x6" open space at ground level 4'-0" on center minimum

32. Developer reserves the right at any time (a) to change the boundary lines and (b) to impose or remove or change easements on any lot(s) owned by it, if such should become necessary or be deemed desirable to preserve trees or topographical features or to otherwise enhance the desirability of such lots: provided the Developer complies with all ordinances and regulations of the City of Southaven. If Developer determines to take such action provided for above, no other owner of a lot in the subdivision shall be required, or permitted, to join in any application to any governmental authority for approval of such action.

33. Radio or television transmission or receiving towers or antennas are not allowed. Satellite dishes larger that 30 inches cannot be installed. Satellite dishes may not be installed on the front of the house.

34. All yards shall be of solid sod except as otherwise initially agreed with the Developer. Any dead plants or landscaping shall be replaced immediately.

35. Common areas shall be used for recreational purposes. No common area to be used for dumping grass clippings, storage, gardening, etc. No motorized vehicles allowed in common area except for the equipment used for the maintenance thereof.

36. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2035, at which time said covenants shall be automatically extended to successive periods of ten (10) years unless by vote of the majority of the owners of the lots

and Developer it is agreed to change said covenants in whole or in part.

37. If an owner of a lot shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other lot owner, the Homeowners Association or Developer to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages or other dues for such violation. In the event it becomes necessary for the Developer to incur cost or expenses in enforcing or complying with the terms of these covenants the Developer shall be entitled to recover said cost and expenses including a reasonable attorney fee from the violating party. The Developer and Homeowners Association, as the case may be, shall be entitled to assert liens against any lot and/or lot owner to enforce the terms of these covenants.

38. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

39. There is a perpetual easement, as shown on the recorded plan of the subdivision, which is reserved for utility installation or maintenance.

40. There shall be a minimum of one (1) two (2) inch caliper tree within the front yard of a single-family residence.

41. Window treatments must have white lining. Blinds must be white or a natural wood-tone and must be at least 2" faux wood. No mini blinds are allowed. Blinds or window treatments must be installed within 30 days of occupancy.

No decorations to be attached on windows with the exceptions of holiday decor.

42. To the extent that any of these covenants and restrictions are less restrictive than any of the City of Southaven ordinances or regulations, the City of Southaven ordinances or regulations shall govern.

BHC DEVELOPMENT, LLC - DEVELOPER

By: _____
Brian D. Hill - Member

STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 8 day of JUNE, 2005, within my jurisdiction, the within named Brian D. Hill, who acknowledged that as Member of BHC DEVELOPMENT, LLC he executed the above and foregoing instrument, having first been authorized so to do.

Luan F. Johnson
Notary Public

My Commission expires:

LUAN F. JOHNSON, DESOTO COUNTY, MS
NOTARY PUBLIC
My Commission Expires Aug. 19, 2005

BHC Development, LLC
1074 Thousand Oaks Drive #1
Hernando, MS 38632
(662-429-2332)