

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
DAVIDSON PARK SUBDIVISION
PLAT BOOK 98 PAGE 20
SECTION 25, TOWNSHIP 1 SOUTH, RANGE 7 WEST**

THIS DECLARATION, made on May 10, 2006 by NORTHFORK DEVELOPMENT, INC., hereinafter referred to as "Declarants".

WHEREAS, Declarants are the owners of certain property in the County of DeSoto, State of Mississippi, which shall be known as "DAVIDSON PARK SUBDIVISION".

NOW, THEREFORE, Declarants hereby declare the property described above shall be held and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
2. Enforcement – Shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
3. Severability – Invalidation of any one 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.
4. Land Use and Building Type – No lot shall be used except for residential purposes. Homes shall have a minimum finished heated floor area of 1,800 square feet, exclusive of garages and open porches, for a single story residence. This is in exception to Lots 1, 3, 4, 5, 6, 7, and 9 (these lots border along the east side of the property) which shall have a minimum finished heated floor area of 2,000 square feet, exclusive of garages and open porches; for one and one-half story homes the minimum finished heated floor area shall be 2,200 sq. ft. with a minimum of 1,600 sq. ft. on the first floor; and for two-story residences the minimum finished heated floor area shall be 2,800 sq. ft., with a minimum of 1,400 sq. ft. on the first floor.
5. Easements – There are perpetual easements shown on the plat reserved for utility, drainage, water, and sanitary sewer installation and maintenance.
6. Building Location – The location of any building constructed shall be in accordance with the City of Olive Branch, Mississippi Zoning Regulations. However, in no case shall a building be located nearer than the specific building setbacks on the plat from the street right-of-way. For the purpose of this covenant, eaves, steps, and open purchases shall not be considered as part of the building, providing, however, that the plat shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.
7. Nuisances – No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood
8. Temporary Structure – No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front yard building setback. No fence or wall shall be erected, placed, or constructed on any of these Lots without first obtaining written approval of the design, building material, and location of said fence to be constructed on these lots from Northfork Development, Inc., by and through its representatives, Brad Rainey or Mack Andrews. No wire or chain link fence shall be allowed.
10. No open carports shall be allowed. Each dwelling shall have an enclosed two (2) car garage.
11. Architectural Control – No building shall be erected, placed upon any lot or altered until the design and plat plan showing the location of the structure and the external materials and elevations have been approved in writing by Northfork Development, Inc. In the event that Northfork Development, Inc. or their representative fails to approve or disapprove such plans as to design and location within a period of fourteen (14) days after submission of the plans and specifications to them or to it, then such approval shall not be required.

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12. Construction must be completed and drives paved within twelve (12) months of the date the building permit is issued or delivery of construction materials to site whichever occurs first. The front landscaping must also be completed in the 12 month period.
13. No lots or common areas shall be used or maintained as a dumping ground for rubbish, trash, garbage, waste, or construction debris. Garbage shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
14. Swimming pools will be permitted, however swimming pool areas must be within setback lines, and meet all requirements of City of Olive Branch Planning Commission and it's successors.
15. Dust abatement and erosion control measures will be provided by the builder or owner in all stages of construction. Any natural area that is disturbed, graded or altered shall be treated in such a way as to ensure no excessive water, erosion or debris is distributed into another lot, common area or streets. All building debris, stumps, trees, etc. must be removed from each lot by contractor or owner as often as necessary to keep the house and lot attractive.
16. Mobile homes are strictly forbidden either temporarily or permanently (except for sales or construction trailers). No underground residence shall be allowed. No shell or modular residence will be permitted to be built in this subdivision regardless of the price of square footage of said residence. No residence shall be moved into said subdivision.
17. The purchaser shall be required to maintain property in such a condition as to minimize off-site damage from erosion, sediment, deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued throughout the establishment of permanent vegetative cover. Purchaser acknowledges and agrees that Declarants are not responsible for any damages which hereafter may be suffered by Purchaser and his/her subcontractors and Purchaser agrees to fully indemnify and hold Declarants harmless for any damages sustained in connection therewith.
18. All mailboxes must be of wrought iron and of an approved design.
19. No structure of any kind, including but not limited to a television antenna, radio antenna, etc. can be erected which extends past the highest point of the house and such structure shall not be erected on the street side of a residence. Satellite dishes are permitted only on the rear of lots and must be completely screened from view from public streets.
20. No recreational vehicle, boat, or any type of trailer may be parked or stored on any lot unless same is in a garage or completely out of view from any public street. All passenger automobiles shall be parked either on the driveway or in the garage. No tractor or trailer may be parked on any lot or in the street in front of any lot.
21. No motor vehicle or any other vehicle, including but not limited to a boat, motor and boat trailer, lawn mower, tractors, etc. may be stored on any lot for the purposes of repair of the same; no A-frame or motor mount may be placed on any lot nor shall any disabled or inoperable vehicle be stored on any lot.
22. Vegetable gardening will be allowed only in the rear of the residence. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, and other household pets may be kept provided that they are not bred or kept for commercial purposes.
23. Any special landscaping screens including earth berms or embankments, fencing, entryways, and plant material shall remain in place and not be removed.
24. In the event that it becomes necessary to retain an attorney to enforce any provision of these restrictive covenants, the prevailing party shall be entitled to recover reasonable attorney's fees and expense.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 12th day of May, 2005.

NORTHFORK DEVELOPMENT, INC.

By: [Signature]

Its: [Signature]

STATE OF Tenn
 COUNTY OF Shelby

Before me, a Notary Public of the State and County aforesaid, personally appeared BRAD RAINY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be the President of NORTHFORK DEVELOPMENT, INC., the within named bargainer, a Tennessee corporation and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as President.

WITNESS my hand and seal at office on this the 12th day of May, 2006.

Sonia J. Krause
NOTARY PUBLIC

My Commission Expires:

12-28-2008

This document prepared by:
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