

RESTRICTIVE COVENANTS
CASTLE RIDGE SUBDIVISION

Each of the lots in the Castle Ridge Subdivision (as per the attached legal description) shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance of the property.

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 one building for residential use with a private garage (for no more than four vehicles), and one detached building used as storage building. The detached building must be set to the rear of the residence. No single lot may be subdivided into two or more lots for any purpose.

2. All dwellings and detached buildings on the lots must be in compliance with the requirements of the City of Southaven Planning Commission and must be properly permitted and inspected by the City of Southaven Building Department. No building, fence, wall 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 elevations, style, floor plan, size, height, materials to be used, and their location of the same, shall have been submitted to and approved in writing by the Developer as to harmony of external design, construction and location in relation to existing or proposed surrounding structures and topography. The Developer or his assigns must sign off on the proposed plans and specifications before construction can begin. All plans for construction must be submitted to the Developer for approval prior to obtaining building permit. Two sets of plans are to be submitted, with one set being retained by the Developer and one set being noted as approved and returned to the Buyer for submission to the City of Southaven Building Department or other authority as needed.

3. No structure of a temporary nature, such as trailers, basements, tents, sheds, garages, barns, motor homes, mobile homes or other buildings shall, at any time, be used either temporarily or permanently, as a residence. All boats, motor homes recreational vehicles (including four wheelers, motorcycles, etc.), must be parked to the rear of the home behind a wood privacy fence or in a garage.

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

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home in the development. The use of a portion of a Dwelling as an office by the Owner shall not be considered to be a violation of the restriction if such use does not create regular or continual customer, client, or employee traffic. In no event shall any Lot or Dwelling or other improvements on a Lot be used as a storage area for any building contractor.

5. Easements for the installation and maintenance of the utilities and drainage facilities are reserved as shown on the plat.

6. No shell-type or modular-type home will be permitted or erected in the subdivision. All houses must be of new construction and of a plan approved by the Developer and cannot be relocated from another subdivision or from another area. Construction of log cabin type homes will not be permitted. No buildings, including outbuildings shall be erected, placed or altered on any lot in the subdivision until the building plans and specifications, including materials and colors and plot plan showing the locations of such buildings, shall be submitted to Developer or designated representative for approval.

7. The exterior of all dwellings shall be primarily of brick veneer (two-thirds). A minimum of two-car garage side entry is required on all homes, no open carports. All detached outbuildings must be of the same exterior design, style, and materials as the single-family residence and must be approved by the developer or his assigns before construction can begin. All garages shall have electric automatic door openers. No vent pipes shall be placed on the front side of any roof of the dwelling. All vents protruding from roofs shall be painted the same color as the roof covering. All exterior colors shall be white, earth tones or muted colors and shall be approved by the Developer before construction. All roof material is to be 30-Year Architectural shingles with the color being approved by the Developer.

8. Architectural Control

The Castle Ridge Subdivision has been designed to preserve the natural beauty of the existing terrain and established tree landscape. The layout of the streets, cul de sacs, utilities, lots, and park areas has been designed to minimize any disturbance to the existing beauty of the property. Most lots have been left as natural as possible with existing trees, slopes, and elevations. For this reason, all foundations should accommodate the existing terrain.

In order to keep the esthetics of the subdivision, all new home construction should include the following:

1. Traditional architectural style.
2. Block foundations are encouraged.
3. All foundations should be a minimum of 20" above finish grade.

4. Monolithic foundations are limited to lots that require no more than two feet of fill.
5. Attractive front elevations should include various gables, double gables, hips, and varied roof lines to accentuate the exterior elevation.
6. All homes should include cornice overhangs on all sides.
7. All homes with gables should include shingled or copper cornice returns proportionate to gable size.
8. All dormers with windows should be proportionate to the size of the dormer.
9. All homes are to be two-thirds brick veneer or stone. Builders may highlight windows with stucco/brick/stone surrounds. Builders may highlight gables or entry features with cultured stone.
10. Wood front entry doors are required and should vary from home to home. Double entry doors are preferred. A mixture of homes should reflect various entry doors with glass and/or sidelights and/or architecturally pleasing transom headers.
11. Homes may have shutters on windows. Shutters should be properly proportioned to the window size.
12. All columns on the front elevations of any home must be proportioned to the front elevation and columns should line up with cornice.
13. Garages should be side loaded with option of single or double doors.
14. Windows may be vinyl, wood, or vinyl clad and should be divided light or one over one light in nature.
15. All driveways should be washed gravel.
16. All new homes elevations should be of similar character and styling.
17. Foundation vents, copulas, and finials are encouraged and should be used when possible.
18. If siding is used, it must be Hardiboard, cedar shakes, or vinyl cedar shakes.
19. Exterior paint colors are limited to natural, off-white, or earth tone in nature.
20. Exterior shingles should be 30-year dimensional shingles in the weatherwood/greytone color family.
21. Limestone house numbers are required on all homes and should be inserted in the brick on the front of the home. Standard height should be at six to eight feet from the ground.
22. Builders are not part of the Homeowner's association unless they are building their personal residence.

23. The Developer or its designee must approve all Home plans and specifications. The Developer has the right to disapprove home plans for any reason at the developer's sole discretion.

9. The minimum living area of any single story dwelling shall be 3,000 square feet. The minimum heated living area of any one and one-half (1/2) story houses shall be 3,000 square feet. The minimum heated living area of any two (2)-story houses shall be 3,000 square feet. Front yard building set back line is thirty (30) feet, the rear yard set back is twenty five (25) feet, and the side yard set back is fifteen (15) feet on both sides. All utility, drainage, landscape buffers, dedicated right of ways, and other easements are noted on final plat.

10. No sign of any kind shall be displayed in public view on any lot, at any time, except one professional real estate sign of not more than six square feet, which advertises the property for sale, or a customized sign used by the builder to advertise the property during its construction and sale.

11. Trash, garbage and other waste and rubbish shall be kept in sanitary containers, provided specifically for these purposes. All containers used for the storage or disposal of such materials shall be kept in a clean, sanitary and orderly condition near the rear of the dwelling.

12. No clotheslines or outdoor laundry shall be permitted.

13. Construction of any dwelling shall be completed within one year from the date shown on the building permit.

14. Builders shall maintain each job site in a reasonably clean condition. During the construction phase, all trash, building debris, stumps, trees, etc., must be removed from each lot by the builder on a monthly basis or as often as necessary to keep the house and lot in an attractive condition. Such debris shall be legally disposed of offsite. The Buyer shall be required to maintain property in such a condition as to minimize off-site damage from erosions, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued through the establishment of permanent vegetative cover. Buyer acknowledges and agrees that Seller is not responsible for any damages which hereafter may be suffered by Buyer or other property owners or parties as a result of site preparation work carried out by Buyer and his/her subcontractors and Buyer agrees to fully indemnify and hold Seller harmless from any such damages sustained in connection therewith. Department of Environmental Quality guidelines concerning erosion must be followed by the owner and/or builder. The owner is responsible for removing any mud, silt, or debris from the roads that is a result of the construction of any new home. The owner must ensure that their builder, contractor, or subcontractors install

and maintain silt fence along the property boundaries. It is the owner's responsibility to keep their lot clean and clean up the street area until construction of their home is completed.

15. No vehicles of any kind shall be kept in the subdivision unless it displays current license plates and a current inspection sticker, except for lawn tractors used for 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 at the expense of owner of said vehicle. Cars, trucks, and other passenger vehicles may be parked in the street right-of-way only for temporary purposes.

16. All front, rear and side yards shall be sodded with Bermuda or Zoysia sod immediately after construction. Proper grading and raking shall be done prior to placement of all sod. All lawns shall be mowed and weeded on a regular basis and shall be maintained in a well-kept manner, both during construction and after all construction work has been completed.

17. Fences shall conform to the design and material standards established within the respective tract. No wire fences of any nature shall be installed within this subdivision. Acceptable materials for fencing are cedar wood with or without brick columns, stucco and must be approved by the Developer or his assigns prior to construction. All fencing structures shall be installed so that the finished side (Board Plank Side) faces the outside or exterior of the lot.

18. Any special landscaping screens including earth berms or embankments, fencing, entryways or lighting and plant material shall remain in place and not be removed.

19. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots in the subdivision, except that dogs, cats or other household pets up to a maximum of five, may be kept providing that they are not kept, bred or maintained for any commercial purpose. In all instances, household pets shall be restrained within fenced areas or under leash. Vegetable gardening will be allowed only to the rear of the residence only if it is kept out of view of the streets, right of ways, and/or adjoining properties.

20. Mailboxes shall be standard for all residences on all lots in this subdivision. The mailbox will be of one design and color and will be of wrought iron metal, as specified by the Developer.

21. No window air conditioners or solar panels shall be allowed in the development, except that one window air conditioner may be installed in the rear of a storage building, so long as it is not visible from the street.
22. All radio and TV Antennas must be installed in the interior of the residence in such a way as not to be visible from outside. No satellite communication system equipment or dishes larger than 20" shall be permitted on any house or lot, and must be installed on the rear of the home or lot. Communications system equipment and utility connections shall not be permitted on the front of any house or lot.
23. In-ground swimming pools will be permitted. However, fencing of swimming pool area must be within achieved setback lines and constructed with approved materials.
24. There shall be no "silver" or "stainless steel" finished metal doors or windows allowed. Wood, Vinyl, or Vinyl Clad windows shall be standard for all residences. The color of such finish should be white or natural earth tones.
25. Drainage of surface water, storm water or/or storm water and/or foundation drains may not be connected to sanitary sewers.
26. It shall be the responsibility of each lot owner to maintain and prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot, which would tend to decrease the beauty of any lot, or of the subdivision as a whole. All lots, whether occupied or unoccupied, with any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this provision, there is reserved to the Developer and City of Southaven for itself and its agents, the right, after ten (10) days of notice to any lot owner, to enter upon any residential lot with such equipment devices as may be necessary for the purpose of mowing, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash which, in the opinion of the Developer or assigns, detracts from the overall beauty or safety of the subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday, and shall not constitute a trespass. The developer or assigns may charge owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity, provided, however, that such lien shall be subordinate to the lien of any first mortgage or deed of trust encumbering such lot. The provisions of this section shall not be construed as an obligation on the part of the developer or assigns to mow, clear, cut or prune any lot, nor to provide garbage or trash removal services.

27. No drilling, quarrying or mining operations of any kind shall be permitted upon any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot, nor shall oil wells, tanks, mineral excavations or shafts be permitted on any lot. No above ground fuel storage tanks will be allowed.
28. Neither the Developer, nor any other architect, nor agent thereof shall be responsible in any way for any defects in plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.
29. These restrictions may be altered or amended only by the Developer, or its assigns or successors by written instrument duly executed, acknowledge 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.
30. The Developer shall have the right to change, alter, or add to the above regulations and covenants from time to time at his discretion.
31. These covenants, limitations and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them until (thirty years) June 1, 2036, at which time said covenants, limitations and restrictions shall automatically extend for successive ten-year periods unless, by a vote of the majority of the then owners of lots in this subdivision, it is agreed to change said covenants in whole or in part. The developer will establish a paying Homeowners Association group consisting of lot owners and homeowners from within the development. This Homeowners Association will be formed within 12 months after 50% of the lots of the development have been sold.
32. The Developer has the right to enforce covenants and plans that are approved and any violation will result in legal action in which the violators will incur court cost, legal fees, and any other fees that may be associated with the enforcement of the covenants.
33. The platted property is subject to these covenants, restrictions and easements as set forth in document tiled of record in Book # 99 , Page # 22 , 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 terms of said documents.

34. There are addition restrictions contained in the Declaration of Covenants, Conditions and Restrictions of the Castle Ridge Homeowner's Association as filed with the Chancery Clerk of DeSoto County, Mississippi.

35. All homes constructed in said subdivision shall be constructed according to specifications provided by Mississippi Valley Gas for the "Gasmark Home" designation.

36. The owner of each lot shall be responsible for the installation of all sidewalks on the lot pursuant to the City of Southaven regulations. Said sidewalks shall be installed before any final inspection is granted by the City of Southaven.

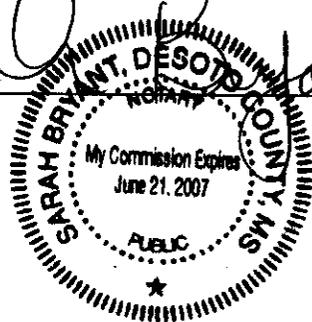
CASTLE RIDGE DEVELOPMENT, LLC

By [Signature]
Timothy L. Paxton, Chief Manager

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said County and State, on this 10th day of May, 2006, within my jurisdiction, the within named TIMOTHY L. PAXTON, who acknowledged that he is a Chief Manager of CASTLE RIDGE DEVELOPMENT, LLC, a Mississippi Limited Liability Company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized to do so by said limited liability company so to do.

[Signature]
Notary Public



My Commission Expires:

06-21-07

This instrument prepared by:
Eric L. Sappenfield
Attorney at Law
6858 Swinnea Road
#5 Rutland Place
Southaven, MS 38671
662-349-3436

EXHIBIT A

Lots 1-76, Castle Ridge Subdivision, located in Section 8, Township 2 South, Range 7 West, and Section 17, Township 2 South, Range 7 West, DeSoto County, Mississippi, per plat thereof recorded in Plat Book 99, Page 22, in the Office of the Chancery Clerk of DeSoto County, Mississippi.