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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Bakersfield

Restrictive Covenants, Single-Family Homes
Section A Lots 1-31

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- The minimum heated floor area of each residence, exclusive of open porches, carports and garages, on R-20 lots shall be one thousand six hundred (1,600) square feet.
- No builder, lot owner or homeowner at any time may cut and cover with pipe any road ditches, streams and etc. within the subdivision. Only a pipe used for a culvert of the width of a normal driveway may be used in any road ditch whatsoever.
- Builder, lot owner or homeowner understands that the city or county governmental authority has no responsibility in regards to drainage. This subdivision utilizes open drainage with trees, etc., due to its environmentally sensitive drainage system.
- All lots in the subdivision will be known and described as residential lots and will be used for single-family residential purposes exclusively, and no lot will be subdivided so as to reduce the size of the lot. All buildings and other structures erected upon any lot will be of new construction, and no buildings or structures will be moved from other locations onto a lot. No structure, except as otherwise provided, will be erected, altered placed or permitted to remain on any lot other than one detached, single-family residential dwelling not to exceed two stories in height and an attached private garage for not more than three cars. The foregoing will not prohibit construction of one residence upon two or more lots.
- The developer will exercise complete architectural control for the protection of the investment of individual homeowners and the developer.
- Colors on exterior of any and all homes, structures and/or other outbuildings such as but not limited to brick, siding, shingles, shutters, gutters, windows and doors must be approved by Developer before construction.
- No building, fence, structure, alteration, addition or improvement of any kind will be erected on any lot in the subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by the Developer. Or by a duly-appointed representative of said company. The developer will access each building as to conformity and harmony with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation. House plans shall be submitted to Developer, A minimum of thirty days prior to initiation of construction. A complete plot plan showing location of house, driveway and any outbuildings, etc. shall be submitted along with house plans.
- No plumbing or heating vent will be placed on the front side of any roof. All vents protruding from roofs will be painted the same color as the roof covering.
- Swimming pools will be permitted. However, fencing of swimming pool areas must be within achieved setback lines.
- Construction of any dwelling shall be completed within twelve (12) months from commencement of construction, including driveway and exterior landscaping.
- Solid block sod (zoysia, hybrid, Bermuda, or centipede) is required on all front yards.
- No outside clothes lines will be permitted.
- Dust abatement and erosion control measures will be provided by the contractor or owner in all stages of construction.
- All building debris, stumps, trees, etc. must be removed from each lot by the builder as often as necessary to keep the house and lot attractive. Such debris will be legally disposed of

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offsite. No lot shall be used, maintained or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish.

- No trailer, travel trailer, motor home, basement, tent, shack, garage, barn, or other out building shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be located on any lot at any time. Boats, trailers, campers or other vehicles shall be parked or stored within the confines of the lot and shall not be parked on the road or the common areas.
- All driveways will be asphalt or washed concrete.
- All house connections for all utilities including, but not limited to, water, sewage, electricity, telephone and television shall be run underground from the property connecting points to the building structure in such a manner to be acceptable to the governing utility authority and the Developer or his assigns. All antennas and satellite dish shall be placed in the rear of the dwelling. Exterior radio and television antennae and satellite dish installation must be approved in writing by the Developer or his assigns.
- No individual water supply system of any type shall be permitted on any site unless approved in writing by the Developer or his assigns.
- There will be no silver finish metal doors (Including glass sliding doors) or windows of any kind; however, a factory-painted or anodized finish may be used. The color of such finish should be neutral earth tones.
- No chain link fences may be used. No fence will be constructed on any lot nearer to any street line than the house line nearest the street. All fences, including fences for backyards, and swimming pools, must be approved by the Developer, prior to construction.
- There will be no signs nailed to trees at any time. All builders' and contractors' signs are to be removed from the lot after the house has been completed. No sign or any kind shall be displayed to the public view on any site except one sign of not more than five square feet advertising the property for sale or rent. All signs must be approved in writing by the Developer or his assigns.
- No business, trade or commercial activity shall be conducted on any lot.
- Drainage of surface water, storm water, and/or foundation drains may not be connected to sanitary sewers.
- The location and design of all mailboxes will be subject to the developers' approval. All mail boxes shall be of like kind, constructed of the same material and manufactured by the same manufacturer as approved by the developer or his representative. No brick mailboxes may be used.
- In the event that the developer or its representatives fail to approve or disapprove such design and location within a period of thirty days after said plans and specifications have been submitted to them, or if no litigation to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed fully complied with. Neither the members of the company nor its designated representative will be entitled to any compensation for services performed pursuant to this covenant.
- Neither the developer nor any architect, nor agent thereof, will be responsible in any way for any defects in plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, not for any structural or other defects in any work done according to such plans and specifications.
- Easements for the installation and maintenance of the utilities and drainage facilities are reserved as shown on the plat. All building line setbacks are reserved as shown on the plat.
- No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

- Vegetable gardening will be allowed only to the rear of the home. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs must be kept on a leash, be fenced in a yard, or kept in the house. Any dog creating a nuisance in the neighborhood, be it from excessive barking, chasing cats, chasing people, or the like, shall constitute a nuisance and shall result in whatever action is appropriate to remove such nuisance.
- Each living unit shall have a minimum of an attached two car garage. All garage entrances shall face the rear or side property line. Openings of garage shall not be visible from the street. The front door and garage door may not face the same way. No front entry shall be allowed.
- No window air conditioners will be allowed. Under no circumstances shall any heating and/or air conditioning compressors be located at the front of the residence. No vents of any kind shall be located at the front of the building. All use of solar panels is also prohibited.
- All radio and television antennae will 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 will be permitted where visible from the street.
- No motor vehicle or any other vehicle, including a boat, motor, boat trailer, lawn mower, tractor, appliance or any other similar equipment or items, may be visibly stored on any lot for any purpose. No A-frame or motor mount may be placed on any lot. No repair of automobiles or any other vehicles on property including those enumerated in any of the restrictions, will take place on any lot where such repairs constitute or are done for a commercial purpose.
- With the exception of temporary parking for visitors, maintenance vehicles or delivery vehicles, there shall be no on-street parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles, trucks or trailers. Temporary parking as used above is defined as not including over-night parking.
- All personal property kept on the premises of a lot shall be kept and maintained in a proper storage facility, which is subject to approval by the Developer. However, nowhere on the property shall this provision be construed to permit junk cars, old appliances, or the like to be kept anywhere on the property, including in the front, on the side, or to the rear of the property. Any personal property, if it is to be stored on the lot, is to be stored in a completely enclosed structure approved by the Developer or his assigns. Among other remedies, and after thirty (30) days notice to the Owner, the Developer may come upon the lot to remove property being stored in violation of this provision, all at the expense of the Owner, which shall constitute a lien against said property. An automobile or other vehicle shall be considered a "junk car" under this provision if it is immobile for a period of thirty (30) days or longer, or does not have a current license tag.
- This subdivision is classified as a low density rural type development which utilizes road ditches and natural streams to convey storm water. It is NOT the intent of the developer to ever improve these ditches or streams other than that what is required by the governing authority for final subdivision approval, by installing pipe, placement of rip-rap or other erosion controlling materials and/or lining of the ditches or streams with concrete or other similar material. No present or future governing authority is under any obligation, either written or spoken, to improve said ditches and streams. Purchasers of these lots are to maintain said ditches so as to prevent erosion and to convey the storm water in such a manner not to create a problem upstream or downstream on other lots or onto any public street.
- If the parties hereto or any of them or their heirs or assigns will violate any of the covenants or restrictions herein before they expire, it will be lawful for any other person or persons

owning a lot in this subdivision to prosecute any proceedings at law or in equity against person to persons violating or attempting to violate any such covenant or restriction and either to prevent him/them from doing so or to recover damages for such violations.

- The developer shall have the option, but no obligation to enforce these restrictive covenants. In the event, the Developer elects to institute any proceedings, action or suit to enforce these restrictive covenants, the Developer is entitled to any reasonable costs or expenses, including reasonable attorney fees.
- Invalidations of any one of the covenants by judgment or court order will in no way affect any of the other provisions, which shall remain in full force and effect.
- These covenants are to run with the land and will be binding upon all parties and persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants will continue in force and effect until an instrument signed by a two-thirds majority agreeing to change said covenants in their entirety or in part. Each lot will have one vote as long as the Developer owns more than fifty percent of the lots. The developer may amend these covenants without the consent of the other lot owners.

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BRIDGFORTH PROPERTIES, INC

BY: Al Spencer
Al Spencer, Vice President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 8th day of MARCH, 2007, within my jurisdiction, the within named Al Spencer, who acknowledged that he is the Vice President of Bridgforth Properties, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

(Seal) CHRISTY M. COLLEY, DESOTO COUNTY, MS NOTARY PUBLIC

Christy M Colley
Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 18, 2009
BONDED THRU STEGALL NOTARY SERVICE

Prepared by: Bridgforth Properties, Inc, 3606 Bridgforth Rd., Olive Branch, MS 38654
Telephone: (662) 895-4441