

STATE MS.-DE SOTO CO.
FILED

Oct 29 3 22 PM '99

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
CARTER'S PLANTATION SUBDIVISIONBK 362 PG 131
W.F. DE SOTO CO. CLK.

IN CONSIDERATION, of the premises, owners and developers of Carter's Plantation Subdivision, being situated in Section 29, Township 2 South, Range 6 West, DeSoto County, Mississippi, as recorded in Plat Book 69, Page 4-5, Chancery Clerk's Office, DeSoto County, Mississippi, hereby publish and declare that all or any portion of the property described in Exhibit "A" hereto is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed too in furtherance of a plan for the development and improvement of said property, and the said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any person or legal entity acquiring or owning any interest in any portion of the Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees, assigns and lessees.

ARTICLE I

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 three vehicles), and one detached building used as an additional garage or storage building. The detached building must be set to the rear of the residence. Two or more lots may be combined for use as one lot and, in such case, the interior lot lines may be disregarded and utility easements (unless in use) will be automatically revoked. 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, except to the original size of the lots before being combined. No single lot may be subdivided into two or more lots for any

purpose.

ARTICLE II

All dwellings and detached buildings on the lots must be in compliance with the requirements of the DeSoto County Planning Commission and must be properly permitted and inspected by the DeSoto County 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 proposed surrounding structures and topography. The developer or his assigns must sign off on the proposed plans and specifications before construction can begin.

ARTICLE III

No structures 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 and recreational vehicles (including 4 wheelers, motorcycles, etc.), must be parked to the rear of the home behind a wood privacy fence or in a garage.

ARTICLE IV

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 home in the development.

ARTICLE V

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

ARTICLE VI

No shell-type or modular-type home will be permitted or erected in the subdivision. All houses must be of new construction 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. The exterior of all dwellings shall be primarily of brick veneer (two thirds) or stucco. A two car garage with side entry or rear entry is required on all homes, with the maximum allowed being three car garage (attached). All detached garages, workshops, or other 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. All driveways shall be paved or of concrete construction and shall be completed within 12 months from the date that the house construction began. 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 covering. All exterior colors shall be white, earth tones or muted colors and shall be approved by the Developer before construction.

ARTICLE VII

Size of houses on R-1 lots: (a) The minimum heated living area single story dwelling shall be 2,000 square feet. (b) The minimum heated living area of any one and one-half(1 ½) story houses shall be 2,200 square feet with a minimum of 1400 square feet of heated area on the ground floor. (c) The minimum heated living area of any two story houses shall be 2,200 square

feet with a minimum of 1400 square feet of heated living area on the ground floor. Front yard building set back line is 50 feet, the rear yard back is 50 feet, and the side yard set back is a total of 15 feet.

ARTICLE VIII

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.

ARTICLE IX

Trash, garbage, rubbish and other waste 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.

ARTICLE X

No clothes lines or outdoor laundry shall be permitted.

ARTICLE XI

Construction of any dwelling shall be completed within nine months from the date shown on the building permit.

ARTICLE XII

Builders shall maintain each jobs site in a reasonably clean condition. During the construction phase, all trash, building debris, stumps, tree, etc., must be removed from each lot by the building 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 off site. Dust abatement and erosion control measure shall be the responsibility of the building contractor or lot owner during all stages of construction.

ARTICLE XIII

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 said vehicle. Cars, trucks, and other passenger vehicles may be parked in the street right-of-way only for temporary purposes.

ARTICLE XIV

All yards shall be seeded immediately after construction with steps taken to prevent soil erosion. 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 and after all construction work has been completed.

ARTICLE XV

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 wood, wrought iron, masonry or stucco, and must be approved by the Developer or his assigns prior to construction.

ARTICLE XVI

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 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.

ARTICLE XVII

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 as shown on Exhibit "B" attached hereto.

ARTICLE XVIII

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 detached garage or storage building, so long as it is not visible from the street.

ARTICLE XIX

All radio and TV antennas must be installed in the interior of residence in such a way as not to be visible from the 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. Communication systems equipment shall not be permitted on the front of any house or lot.

ARTICLE XX

In-ground swimming pools will be permitted. However, fencing of swimming pool area must be within achieved setback lines and constructed with approved materials. No above ground pools will be permitted.

ARTICLE XXI

There shall be no "silver" or "stainless steel" finished metal doors or windows allowed, except that a factory painted or anodized finish may be used. The color of such finish should be white or natural earth tones

ARTICLE XXII

Drainage of surface water, storm water and/or foundation drains may not be connected to

sanitary sewers.

ARTICLE XXIII

All gardens must be planted to the rear of any main residence with only landscape material such as trees, shrubs, and plants allowed in front of this main residence.

ARTICLE XXIV

No trees over 4" in diameter outside of building site shall be removed without approval from Developer.

ARTICLE XXV

It shall be the responsibility of each lot owner to maintain and prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds 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 for itself and 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, detracts from the overall beauty or safety of the subdivision. Such entrance upon 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 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 to mow, clear, cut or prune any lot, nor to provide garbage or trash removal services.

ARTICLE XXVI

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, excavation or shafts be permitted on any lot. No above ground fuel storage tanks will be allowed.

ARTICLE XXVII

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.

ARTICLE XXVIII

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 December 31, 2019, 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 the lots in this subdivision, it is agreed to change said covenants in whole or in part. The developer ABC Properties, L.L.C. , will establish a non-fee paying Homeowners Association group consisting of lot owners and homeowners from within the development. This Homeowners Association will be formed within 12 months after 78% of the lots in the development have been sold.

IN WITNESS WHEREOF, ABC Properties, L.L.C., being the Declarant herein, has hereunto caused this instrument to be duly executed this the 3rd day of Oct., 1999.

ABC PROPERTIES, L.L.C.

By: Barry G. Carter
BARRY G. CARTER, MEMBER

STATE OF MISSISSIPPI:

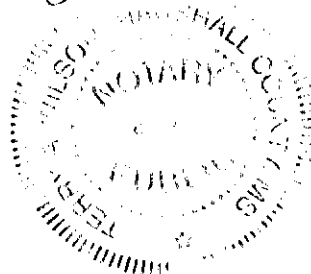
COUNTY OF DESOTO:

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 3rd day of Oct., 1999, within my jurisdiction, the within named BARRY G. CARTER, who acknowledged that he is a Member of ABC Properties, L.L.C., a Mississippi Limited Liability Company, 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 so to do.

Jerry A. Wood
NOTARY PUBLIC

My Commission Expires:

10/1/2002



PREPARED BY & RETURN TO:
WOODS AND SNYDER, L.L.C.
P O BOX 456
OLIVE BRANCH, MS 38654
(601) 895-2996

62.28 acres, more or less, situated in part of the Northeast and Southeast Quarters of the Northeast Quarter of Section 29, Township 1 South, Range 6 West, DeSoto County, Mississippi and is further described as follows:

Commencing at a nail found at the intersection of Bethel Road and Ross Road; thence North $89^{\circ}-54'-18''$ West 826.29 feet to a P.K. nail found in Bethel Road being the true point of beginning of the herein described tract; thence South $00^{\circ}-06'-48''$ East 248.05 feet to a $3/8''$ rebar found at the Northwest corner of the Mary Forte tract; thence South $04^{\circ}-24'-11''$ West 219.73 feet to a fence corner post found at the Southwest corner of said tract; thence South $78^{\circ}-35'-21''$ East 18.03 feet to a $3/8''$ rebar found on the South line of the said tract; thence South $00^{\circ}-05'-43''$ East 338.58 feet to a $3/8''$ rebar found at the Northwest corner of the Clyde L. Hanna, Jr. tract; thence along the West line of said tract South $00^{\circ}-07'-36''$ East 415.17 feet to a $3/8''$ rebar found at the Northwest corner of the Mary Hanna Holden tract; thence South $89^{\circ}-39'-56''$ West 53.19 feet to a $1/2''$ rebar set; thence South $03^{\circ}-55'-22''$ West 1074.18 feet to a $1/2''$ rebar set; thence South $11^{\circ}-48'-57''$ West 109.00 feet to a $1/2''$ rebar set; thence South $03^{\circ}-55'-22''$ West 199.00 feet to a $1/2$ inch rebar set; thence North $89^{\circ}-46'-57''$ West 859.88 feet to a $1/2''$ rebar found at the Southeast corner of Steven B. & Kathy K. Pyles tract; thence North along the East line of said tract $03^{\circ}-11'-52''$ West 2621.04 feet to a P.K. nail set in the centerline of Bethel Road; thence South along said centerline $89^{\circ}-05'-54''$ East 1166.08 feet to the true point of beginning containing 62.28 acres, more or less, (2,712,757, more or less, square feet) of land being subject to all codes, regulations and revisions, subdivision covenants, easements and rights of way of record.

Exhibit "A"

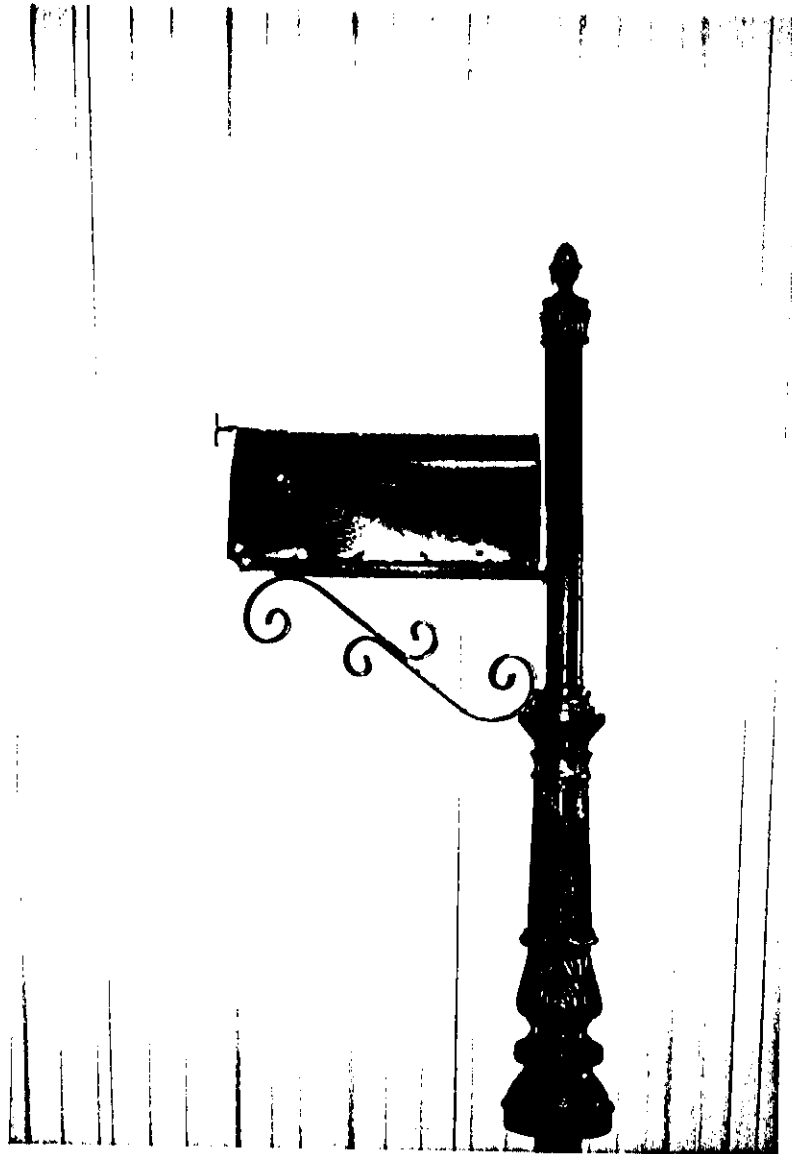


Exhibit "B"