

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SECTION H, DICKENS PLACE SUBDIVISION

SECTION 9 Township 2 Range 7
Plat Book 87 Pg 27

- The minimum heated area for a one story, one and a half story or a two story, exclusive of open porches and garages shall be two thousand four hundred (2400) square feet.
- 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.
- 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 Bridgforth Properties, Inc., 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 Bridgforth Properties, Inc., 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.
- All driveways and driveway pipe are the responsibility of the new lot owner and not the developer or the City of Southaven.
- No culvert shall be placed in any road right of way ditch or stream except for one culvert for the driveway which must be approved by the City of Southaven.
- No road right of way ditch or stream, which conveys storm water shall ever be covered or filled for any reason whatsoever.
- Colors on exterior of any and all homes, structures and outbuildings such as, but not limited to brick, siding, shingles, shutters, gutters, windows, and doors must be approved by the Developer before construction.
- All roofs to be constructed with architectural shingles approved by the Developer.
- 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.
- No foundation vents shall be visible from the street.
- Construction of any dwelling shall be completed within twelve (12) months from commencement of construction, including 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.

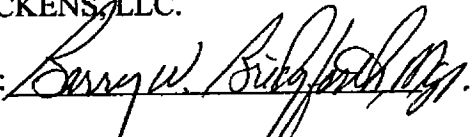
- All building debris, stumps, trees, etc. must be removed from each lot by the builder as often as necessary to keep the house and lot attractive. Such debris will be legally disposed of offsite. No lot shall be used, maintained or allowed to become a dumping ground for scraps, litter, leaves, limbs 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 manor to be acceptable to the governing utility authority and the Committee. All antennas and satellite dishes 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 Committee.
- No individual water supply system of any type shall be permitted on any site unless approved in writing by the Committee.
- 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 Bridgforth Properties, Inc., 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 Committee.
- 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 mail boxes will be subject to the developer's 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.
- 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, nor 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.

- The developer of the subdivision shall retain all mineral rights for the land in Dickens Place for the purpose of retaining the royalty on said minerals, if these minerals are developed on adjacent property.
- 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 the Association taking 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. No front entry shall be allowed.
- No window air conditioners will be allowed. All heating and or air-conditioning compressors or other machinery shall be located to the rear of the residence or on the side if it is totally screened from any street, in such a manner to be acceptable to the Committee, and shall not be visible from the street. Under no circumstances shall any of the same 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 or similar vehicle, may be stored on any lot for purpose of repair of the same. No A-frame or motor mount may be placed on any lot. No repair of automobiles or any other vehicles or 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 either kept and maintained in a proper storage facility, or shall be stored at the rear of the home. 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 Committee. Among other remedies, and after thirty (30) days notice to the owner, the Association 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.
- 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 or persons either to prevent him/them from doing so or to recover damages for such an effort.

- 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 lot.
- 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 five years from the date these covenants are recorded, after which time said covenants will continue in force and affect 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, Bridgforth Properties, Inc., owns more than fifty percent of the lots. The developer may amend these covenants without the consent of the other lot owners.
- In addition to the restrictions and covenants contained in this Declaration, it is contemplated that the Declarant shall place additional restrictions and covenants against subsequently developed sections of Dickens Place PUD as they are constructed and platted. Said additional restrictions and covenants shall be placed of record in the office of the Chancery Clerk of DeSoto County and noted on the recorded plat of each section. In addition to setting the minimum square footage of heated floor area in each section, said supplemental Declaration may place additional covenants and restrictions against said sections as they are being platted. It is contemplated by Declarant that a supplemental Declaration shall be filed for Section A and subsequent sections of the Dickens Place PUD development.
- Dickens Place has a Homeowners Association to protect your interest.

Witness the signature of the duly authorized officer of the corporation, this the date written above.

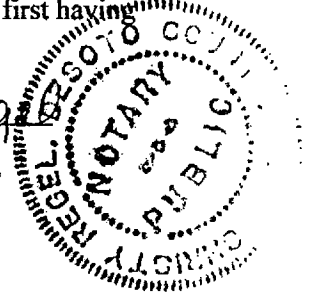
DICKENS, LLC.

By: 
Barry W. Bridgforth, Manager

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this 15th day of June, 2004, within by jurisdiction, the within named Barry W. Bridgforth, who acknowledges that he is President of Bridgforth Properties, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Christy Baggett
Notary Public



My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 18, 2005
BONDED THRU STEGALL NOTARY SERVICE

Declarant: Bridgforth Properties, Inc.
3606 Bridgforth Rd.
Olive Branch, MS 38654
662-429-4441

STATE MS.-DESOTO CO.
FILED
JUN 18 9 38 AM '04

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W. DAVIS CH. CLK.