

STATE OF MISSISSIPPI

COUNTY OF STONE

EXHIBIT "B"

PROTECTIVE COVENANTS

WHEREAS, DOUBLE A FIREWOOD, INC., a Mississippi corporation, D/B/A DESOTO LAND & TIMBER, is the owner of the following property, to-wit:

Lot #17 thru #34, Phase Two, Elvis Estates, as per map or plat thereof on file in the office of the Chancery Clerk of Stone County Mississippi, Plat Book 1, Page 126 - 126-A.

WHEREAS, it is the desire of the owner of the above described property to impose certain restrictions on all of said property including any parcels sold from said property for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. The following covenants shall apply to said property and run with the above described property and shall enure to the benefit of the present owner and any subsequent owners of any parts thereof:

1. No lot shall be subdivided to provide for more than one building site. In the event, however, any person shall purchase two or more adjacent lots and shall desire to construct a single dwelling on said adjoining lots as one building site, then the restrictions of these covenants shall apply to said lots as if that dwelling had been constructed on a single building lot. Lots between lots may be split between adjacent lot owners with the same effect.
2. No structure, other than the one single residential structure and storage buildings, shall be built on the property here-in conveyed.
3. The dwelling house shall contain a minimum of 1,150 square feet heated area.
4. All buildings constructed on the above described premises shall be of permanent building materials constructed in accordance with the Southern Standard Building Code. No building shall be covered with sheet metal which is not approved by the Southern Standard Building Code, tar paper or sheeting board as the finished surface or used as a permanent building. All buildings and other structures shall be completed within one year from the date construction commences.
5. No manufactured home shall be allowed on the property herein conveyed.
6. All buildings shall be set back at least 50 feet from the street or road right-of-way; 25 feet from the rear property line and 25 feet from the side property lines.
7. No offensive or noxious activity shall be carried on upon any parcel or shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or the adjoining property owners.
8. No junk yards shall be established on the property and a junk yard is to be described as an accumulation of two or more inoperative automotive type vehicles, automobiles and/or trucks, nor shall there be any accumulation of scrap iron, junk or trash.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes. There shall not be kept more than four (4) domestic pets at any one dwelling. There shall not be kept any violent or vicious domestic animals which shall become an annoyance or nuisance to the neighborhood or adjoining property owners. No large animals except horses shall be allowed on the property. And there shall not be more than one horse per acre.

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Amelia

10. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date and time these covenants are filed for recording, after which said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by seventy-five percent (75%) of the property owners has been filed for recording agreeing to change said covenants in whole or in part, provided however, these covenants may be amended at any time with the written consent of at least seventy-five percent (75%) of the property owners to join in on any amendments, modifications or changes to said covenants, and upon this agreement, all additions or deletions shall be binding on all property owners and on any and all conveyances. For the purpose of amending or extending these covenants, owners of multiple lots shall be granted one vote per lot.
11. Invalidation of any of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

WITNESS THE signature of the owner on this the 2 day of August, 2004.

DOUBLE A FIREWOOD, INC.,
a Mississippi corporation,
D/B/A DESOTO LAND & TIMBER

BY: A. Wynn Alexander
A. WYNN ALEXANDER, President

STATE OF MISSISSIPPI

COUNTY OF STONE

PERSONALLY came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named A. WYNN ALEXANDER, President of the above named DOUBLE A FIREWOOD, INC., a Mississippi corporation, D/B/A DESOTO LAND & TIMBER, who acknowledged that for and on behalf, he signed and delivered the above and foregoing Protective Covenants on the day and year therein mentioned as its act and deed, being duly authorized to do so.

GIVEN under my hand and official seal of office this the 2 day of August, 2004.

Wicky Smith
NOTARY PUBLIC

My Commission Expires:

10/9/07



PREPARED BY:
DOUBLE A FIREWOOD, INC.
P.O. BOX 670
WIGGINS, MS 39577
(601) 928-4133

