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12-04-2007 12:05:17 PM
Wayne Crockett
Tate County,

COPY

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RELATING TO CHERRYDALE ESTATES**

THIS DECLARATION is made, published and declared, this the 20th day of November, 2007 by Kuz Development Company, Inc., owner of Cherrydale Estates, (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the fee simple owner of Lots 1 through 70 of Cherrydale Estates as shown on plat adopted by Developer and recorded in Plat Book 13 Page 41+42 in the office of the Chancery Clerk, Tate County, Mississippi (the "Property") and

WHEREAS, it is to the benefit, interest and advantage of the Developer and of each and every person or other entity hereinafter acquiring a lot or any interest in the Property that certain covenants and restrictions regulating the use and occupancy of the Property be established, fixed, set forth and declared as covenants running with the land;

1: Each lot shall be for single family residential use with customary outbuildings and/or agricultural use with no structure being used for any type of business or commercial enterprise other than agriculture or permitted "home businesses" as permitted by the Tate County Zoning Ordinance. No obnoxious or offensive trade or activity shall be carried on upon any lot in the subdivision, nor shall anything be done thereupon which may be or become an annoyance or nuisance to the neighborhood. No more than one residence may be located on any lot and this only in compliance with the requirements of the Tate County Planning Commission and the Tate County Health Department. The Developer (KUZ DEVELOPMENT COMPANY, INC.), or its assigns, reserve the right to adjust the locations of various lot lines if necessary to insure the usability of a lot or group of lots.

2: All residences, outbuildings, garage, storage buildings, shops, barns, fences, satellite dish, and other structures erected or placed on the property must be approved as to design and location by the Developer (Kuz Development Company, Inc.) or its designee(s) prior to construction. All permanent residences shall contain a minimum of 2000 square feet of indoor heated area and shall be constructed of new material and completed within 16 months after construction begins except in any instance where delay is caused by a natural disaster. All residences must have an attached garage of sufficient size for at least 2 cars which must open to the side or rear of the house. Plans must be submitted to and approved by the developer or his designee in writing prior to beginning construction. No plans shall be considered to have been submitted to the Developer or his nominee unless a receipt is given for the hand delivery of same, or such plans be mailed to the Developer or his nominee by certified mail, return receipt requested or such carrier in which receipt can be verified. Plans must include a complete set of building plans and specifications thereof, including a site plan indicating placement on the lot, exterior building materials and elevations. Recognizing the varied uses that owners will have for rural acreage lots within said subdivision, Developer reserves the right to approve, on a case by case basis, structures containing less than the required minimum heated square footage described above provided that said structures are not intended to be permanent residences. All homes must be "site built" and no mobile homes or manufactured homes

shall be allowed to be placed or to remain on said property. No homes may be "relocated" to the property. Grass, weeds, vegetation and debris on each Lot shall be kept mowed and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. As shown on the plat, portions of tracts 13, 14, 15, 16, 17, 19, 20, 21, 22, and 23 are subject to a Perpetual Flowage Easement in favor of the United States of America for the construction and maintenance of Arkabutla Lake and Dam. Use and building restrictions apply in the portion of the above described tracts that lies within the easement which is of record in the Tate County, Mississippi Land Records.

- 3: No incomplete or junk type structures shall be permitted on the property, and no camper type trailer, tent or shack may be used either temporarily or permanently as a dwelling.
- 4: No animals may be raised or kept for commercial purposes, except as stated below. Household pets may be kept provided they are not kept, bred or maintained for commercial purposes and must be kept and maintained in accordance with the Tate County Zoning Ordinance and all applicable laws. All swine and chickens are prohibited. Notwithstanding the above, horses and cattle may be raised and kept for commercial purposes provided that no more than one large animal (horses and cattle) per acre are permitted on any lot.
- 5: No inoperative or unlicensed vehicles, or parts of same, shall be permitted.
- 6: All buildings must comply with building set back lines as shown on the plat of the subdivision and with the building setback requirements of Tate County.
- 7: No dumping or accumulation of trash, garbage, discarded personal effects, or other debris shall be permitted.
- 8: All water wells and sewerage disposal systems must comply with good practices and Health Department requirements.
- 9: All driveways to the lots are the responsibility of the Buyer and must be approved by the County and use a pipe of sufficient size and length to insure proper drainage, if a pipe is needed. Each property owner is responsible for maintaining that portion of the road right of way that is between the owner's property line and the edge of the adjoining road. The purchaser shall be required to maintain property in such a condition as to minimize off-site drainage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continue throughout the establishment of permanent vegetative cover. Purchaser acknowledges and agrees that seller is not responsible for any damages which hereafter may be suffered by purchaser or other property owners or parties as a result of site preparation work carried out by purchaser and or his/her subcontractors and Purchaser agrees to fully indemnify and hold Seller harmless for any such damages sustained in connection herewith. It shall be Purchasers responsibility to maintain any and all drainage ditches in accordance with all governmental regulations.
- 10: No timber may be cut for sale without permission of the Developer.
- 11: No wire fences shall be constructed or allowed to remain along the roadway and all fences must be approved by the developer prior to construction. All fences along the road right of way must be constructed entirely of wood, brick, stone or wrought iron or other material approved by the Developer or his nominee. No barbed wire or chain link fences shall be allowed along said rights of ways or across the front of the lot. There is a 20 foot utility and drainage easement on either side of the roads within the subdivision and fences must be set back 20 feet from the edge of the road right of way to avoid being constructed within said easement.

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NOW, THEREFORE, in consideration of the premises, the Developer does hereby publish and declare that all or any portion of Lots 1 through 70 of Cherrydale Estates according to plat in the office of the Chancery Clerk, Tate County, Mississippi, (Sections 3 and 10, Township 5 South, Range 8 West) 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 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.

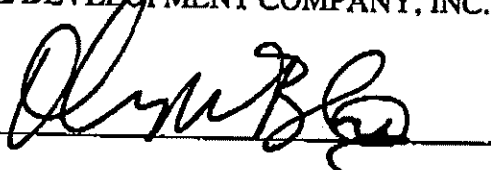
These covenants, limitations, and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them until December 31, 2022, at which time said covenants, limitations and restrictions shall automatically extend for successive five-year periods unless, by a vote of the majority of the then owners of the lots in this subdivision (all recorded phases) it is agreed to change said covenants in whole or in part. Prior to the expiration of or any extensions thereof, these covenants, limitations, and restrictions, or any part of them, may be amended only by the vote of the owners of 70% of the lots in the subdivision (including all recorded phases of said subdivision at time of such revision) with each owner given one vote for each lot owned.

Notwithstanding the preceding, the Developer reserves the right to unilaterally amend these covenants to comply with any applicable governmental rule or regulation or to conform to the requirements of any mortgage lender. All of the provisions, requirements and restrictions set forth herein shall be construed as covenants running with the land and binding upon all parties hereto and their respective heirs, successors and assigns; it being the purpose and intent hereof that such provisions, requirements and restrictions shall inure to the benefit and advantage of the owners of any lot or parcel of land in all phases of Cherrydale Estates, and that the same may be enforced and violations thereof may be restrained according to law by any such owner or owners of any lot or

lots in all phases of Cherrydale Estates Subdivision. In the event of a conflict with any of these covenants and the Tate County Zoning Ordinances, the more restrictive shall apply.

IN WITNESS WHEREOF, KUZ DEVELOPMENT COMPANY, INC., being the declarant herein, has hereunto caused this instrument to be duly executed the day and year first above written.

KUZ DEVELOPMENT COMPANY, INC.

BY: 

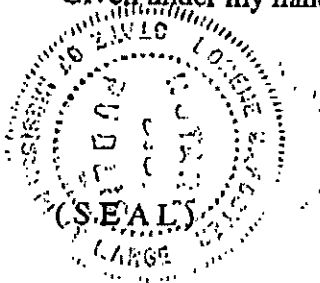
OLIVER M. BURCH, IV, President
P.O. Box 807
104-A College Avenue
Holly Springs, MS 38635
662-252-4592

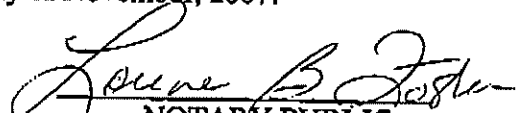
COPY

STATE OF MISSISSIPPI
COUNTY OF MARSHALL

This day personally appeared before me the undersigned authority in and for said county and state, OLIVER M. BURCH, IV, who acknowledged that he signed and delivered the foregoing Declaration Of Covenants, Conditions and Restrictions of Cherrydale Estates on the day and year therein mentioned, for and on behalf of KUZ DEVELOPMENT COMPANY, INC., being duly authorized so to do.

Given under my hand and official seal of office this the 20th day of November, 2007.




NOTARY PUBLIC

My Commission Expires August 24, 2009

INDEXING INSTRUCTIONS: A parcel situated in:
NW ¼, NE ¼, SW ¼, SE ¼ Section 3, Township 5, South, Range 8 West, Tate County, MS
NE ¼ Section 10, Township 5 South, Range 8 West, Tate County, MS



Tate County, MS
I certify this instrument was filed on
12-04-2007 12:05:17 PM
and recorded in Deed Book
2007 at pages 4155 - 4158
Wayne Crockett