

DEERFIELD RESTRICTIVE COVENANTS

These covenants apply to all lots in Deerfield Subdivision., Section "A" and run with the land and shall be binding on all persons owning property in the Subdivision until May 30, 2008, at which time these Covenants shall be automatically extended for successive five (5) year periods, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. Invalidation of any one of these covenants, Limitations Restrictions by judgment or on Court Order shall in no wise affect any of the other provisions, which shall remain in force and effect.

1. All lots shall be for residential use only and no noxious or offensive trade or activity shall be conducted upon any lot in this subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
2. The minimum floor area of all residences exclusive of open porches, carports, or garages shall be 1800 square feet, the exterior finish of all residence constructed in the Subdivision must be completed within six (6) months from the date started. Trailers will not be allowed on any lot. The minimum ground floor for a two story shall be 1500 square feet 75% brick or stucco, side load garage. Driveways to be asphalt or washed concrete. Houses to be new construction no relocated houses will be allowed.
3. No tent, basement, shack, garage, barn or other structure of a temporary nature shall be used as a residence at any time.
4. No animals of an obnoxious nature shall be domiciled or maintained upon any lot in this subdivision which may become an annoyance or nuisance to the neighborhood (horses are allowed).
5. No lots may be subdivided unless permitted by the Subdivision Regulations of Tate County, Mississippi; however, two (2) or more lots may be combined for use as one (1) lot and in such case, the interior lot lines maybe disregarded insofar as side yard requirements are concerned.
6. Easements five (5) feet wide for installation and maintenance of utilities and drainage facilities are reserved along property lines for each lot. Except ten (10) feet for front and rear property lines.
7. The use, zoning and building regulations of Tate County, Mississippi, shall apply in this subdivision.
8. No residence may be located nearer than five (5) feet to any side lot line.
9. No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications and plot plan, showing the location of such building, shall have been approved in writing as to conformity and harmony with existing structures in the subdivision and as to location of building with respect to topography and finished ground elevation by White Development Corporation or his designated agent. In the event that said person or his designated representative fails to approve or disapprove such design and location within a period of thirty (30) days after said plans and specifications have been submitted to them, or if no litigation to enjoin the erection of such building or the completion thereof, such approval will not be required, and this covenant will be deemed to have fully complied with. Neither White Development Corporation nor his designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of White Development Corporation, and its designated representative, shall cease on and before May 30, 2008. Thereafter, the approval described in this covenant shall not be required unless, prior to said date, and effective thereon, a written instrument shall be executed by then recorded owners of the majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by the committee.
10. All lot owners shall be members of the Deerfield Home Owners Association (MOHOA) and shall be subject to monthly dues and restrictions set by the MOHOA.
11. Enforcement of these Restrictive covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any restrictions or covenants, either to restrain violation or to recover damages.