

STATE OF MISSISSIPPI

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF BELL RIDGE SUBDIVISION, SECTIONS "A", "B" & "C"

MAR 25 10 06 AM '96

BK 297 PC THIS DECLARATION, made on the date hereinafter set forth by
W.E. DAVIS, CH. CLK. HMR CORPORATION, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of DeSoto, State of Mississippi, which is more particularly described as:

LOTS 1-61, BELL RIDGE SUBDIVISION, SECTION "A", in Section 9, Township 2 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 52, Pages 1-4, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

AND

LOTS 105-141, BELL RIDGE SUBDIVISION, SECTION "B", in Section 9, Township 2 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 52, Pages 5-6, in the Office of the Chancery Clerk of DeSoto County, Mississippi,

AND

LOTS 62-104, BELL RIDGE SUBDIVISION, SECTION "C", in Section 9, Township 2 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 52, Page 36.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to BELL RIDGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including

contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

TRACT I.

Description of a 6.65 acre parcel of Common Area for BELL RIDGE SUBDIVISION, located in part of the Northeast Quarter of Section 9, Township 2 South, Range 6 West, DeSoto County, Mississippi.

Beginning at the Southwest corner of the Northeast Quarter of Section 9, Township 2 South, Range 6 West, said point being the Southwest corner of BELL RIDGE SUBDIVISION; thence North 0 degrees, 11 minutes, 54 seconds West 604.55 feet along the West property line of said Subdivision to the Southwest corner of Lot 100; thence North 70 degrees, 35 minutes, 39 seconds East 255.0 feet to the Southeast corner of Lot 100 and a point in the West right of way of Bell Brook Drive; thence South 30.0 feet along said right of way to the Northeast corner of Lot 101; thence South 70 degrees, 35 minutes, 39 seconds West 212.44 feet to the Northwest corner of said Lot 101; thence South 0 degrees, 11 minutes, 54 seconds East 90.0 feet to the Southwest corner of Lot 101; thence South 49 degrees, 28 minutes, 21 seconds East 320.0 feet to the Southwest corner of Lot 104; thence North 46 degrees, 11 minutes, 53 seconds East 40.0 feet to the Northwest corner of Lot 80; thence South 57 degrees, 01 minutes, 11 seconds East 110.0 feet to the Southeast corner of said Lot 80; thence North 38 degrees, 25 minutes, 37 seconds East 150.0 feet to the Southeast

corner of Lot 80 and a point in the West right of way of Bell Brook Drive; thence Southeastward 40.71 feet to the Northeast corner of Lot 79; thence South 30 degrees, 52 minutes, 52 seconds West 200.0 feet to the Southwest corner of Lot 79; thence South 64 degrees, 55 minutes, 40 seconds East 125.0 feet to a point; thence South 83 degrees, 35 minutes, 42 seconds East 134.6 feet to a lot corner; thence North 76 degrees, 26 minutes, 24 seconds East 134.63 feet to a Lot corner; thence North 57 degrees, 47 minutes, 45 seconds East 125.0 feet to a corner of Lot 78; thence North 37 degrees, 57 minutes, 38 seconds West 200.0 feet to the Northeast corner of Lot 76; thence North 52 degrees, 02 minutes, 22 seconds East 180.15 feet along the South right of way of said street to a point; thence Southeast 11.66 feet along a curve in said right of way to a point in the West right of way of Bell Ridge Drive; thence Southeast 69.26 feet along said West right of way to the Northeast corner of Lot 22; thence South 26 degrees, 28 minutes, 38 seconds West 149.38 feet to the Southwest corner of Lot 22; thence South 0 degrees, 24 minutes, 17 seconds West 321.14 feet to a point in the South property line of the Subdivision Tract; thence North 89 degrees, 35 minutes, 43 seconds West 942.66 feet along said property line to the point of beginning and containing 6.65 acres more or less.

TRACT II.

Description of a 4.82 acre parcel of Common Area for BELL RIDGE SUBDIVISION located in part of the Northeast Quarter of Section 9, Township 2 South, Range 6 West, DeSoto County, Mississippi.

Beginning at the Southeast corner of Lot 8 of BELL RIDGE SUBDIVISION, in Section 9, Township 2 South, Range 6 West, thence South 101.3 feet along the West line of Mississippi Highway 305 to a point in the South line of said Subdivision; thence North 89 degrees, 35 minutes, 43 seconds West 1638.86 feet along the South line of said

property to a point; thence North 0 degrees, 24 minutes, 17 seconds East 321.14 feet to the Southwest corner of Lot 22; thence South 64 degrees, 10 minutes, 47 seconds East 540.0 feet to a corner of Lot 18; thence North 89 degrees, 48 minutes, 39 seconds East 1150.13 feet along the South line of recorded Lots of said Subdivision to the point of beginning and containing 4.82 acres more or less.

TRACT III.

Description of a 1.83 acre parcel of Common Area for BELL RIDGE SUBDIVISION located in part of the Northeast Quarter of Section 9, Township 2 South, Range 6 West, DeSoto County, Mississippi.

Beginning at the Southwest corner of Lot 39 as shown on the recorded Plat of BELL RIDGE SUBDIVISION in Section 9, Township 2 South, Range 6 West; thence North 49 degrees, 22 minutes, 07 seconds East 120.21 feet to a corner of said Lot 39; thence North 78 degrees, 35 minutes, 44 seconds East 93.28 feet to a corner of said lot; thence North 49 degrees, 58 minutes, 22 seconds East 170.0 feet to the Northwest corner of Lot 74; thence South 79 degrees, 38 minutes, 46 seconds East 100.0 feet along the North line of Lot 74 to a point in the West right of way of Bell Ridge Cove; thence North 37.81 feet along said right of way to the Southeast corner of Lot 73; thence North 50 degrees, 22 minutes, 20 seconds West 232.83 feet to a point in the East line of Lot 116; thence South 27 degrees, 46 minutes West 70.0 feet to a corner of said Lot 116; thence South 62 degrees, 42 minutes, 22 seconds West 250.0 feet to a corner of Lot 117; thence South 49 degrees, 16 minutes, 58 seconds West 170.0 feet along the South line of Lot 38 to a point in the East right of way of Bell Ridge Drive; thence Southeastward 162.17 feet along said right of way to the point of beginning and containing 1.83 acres more or less.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to HMR CORPORATION.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

In the event the Association is dissolved the assets thereto shall be dedicated to a public body or conveyed to a non-profit corporation with similar purposes.

No such dedication, dissolution or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to each dedication, dissolution or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1st, 1997

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with

interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$120.00 per lot. However, no annual assessment shall be due by the Declarant.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting called for this purpose. It is

expressly understood that all streets located on or in the common area shall be maintained by the Association and not be deemed city streets at any time nor be maintained by the appropriate governing body.

Section 5. Notice and Quorum for an Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30)

days after the due date shall bear interest from the due date at the rate of 6 percent per annum. However, failure to pay said assessments will not constitute a default under any insured mortgage. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area of abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Enforcement. The association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by no less than seventy five (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS HEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 22nd day of March, 1996

HMR CORPORATION

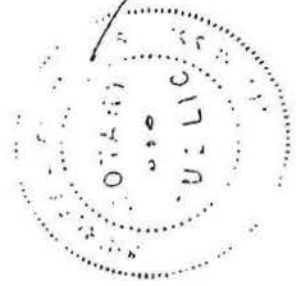
Billy Z. Hyman
BILLY Z. HYMAN
PRESIDENT
DECLARANT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 22nd day of March, 1996, within my jurisdiction, the within named BILLY Z. HYMAN, who acknowledged that he is PRESIDENT of HMR CORPORATION, a Mississippi Corporation, 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.

Shirley P. [Signature]
Notary Public

My Commission Expires:
5-5-99



THIS INSTRUMENT PREPARED BY:
ERIC L. SAPPENFIELD, ATTORNEY AT LAW,
97 STATELINE ROAD EAST, SOUTHAVEN, MS 38671
601-342-2170

89 54374

RESTRICTIVE COVENANTS - BELL RIDGE SUBDIVISION

These covenants, limitations and restrictions are to run with the land, and shall be binding on parties and all persons claiming under them until January 1, 1998, at which time said covenants, limitations and restrictions shall be automatically extended for successive ten (10) year periods unless by a vote of a majority of the then owners of the lots in this subdivision, it is agreed to change said covenants in whole or in part. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, limitations, or restrictions herein, it shall be lawful for any person or persons owning lots in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, limitation, or restriction and either to prevent him or them from doing so or to recover damages or dues for such court violations. Invalidation of any of these covenants, limitations or restriction by judgement or court order shall, in no way, affect any of the other provisions which shall remain in full force and effect.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling and a private garage for not more than three cars, and separate detached buildings incidental to such use. Two or more lots may be combined for use as one lot and, in such case, the interior lot lines may be disregarded insofar as side yard easement requirements are concerned. In the event two or more lots are combined to use as a single lot, under one ownership, no part of the combined lots may be sold or conveyed except to the original size of the lots before being combined. No single lot in the subdivision as recorded can be re-subdivided into two or more lots for the purpose of building another dwelling.
2. The minimum front yard setback is shown on the plat for each lot, the minimum side yard set back 5 feet with total of 2 side yards being 10 feet, the minimum rear yard set back is twenty five (25) feet.
3. All sewer connections must be approved by Mississippi State Board of Health, water will be from public supply when supplied.
4. All dwellings and other structures on the lots must be in compliance with the requirements of DeSoto County Planning Commission and its successors.
5. Easements for installations and maintenance of utilities, drainage facilities and sloping of banks along streets are resended along the lot lines of each lot.

6. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. No business of any kind shall be carried on upon any lot or any building on any lot. All lots and houses are to be for residential use only.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other temporary or permanently. No garage apartments will be allowed.
8. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.
9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste garbage shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
10. The total minimum heated floor residence, exclusive of open porches, garages, or carports shall be 1600 square feet. The minimum heated lower floor area of a split-level or two story residence shall be 1000 square feet. When split-level or two-story residence has side attached two carports or garage, the minimum heated lower floor area shall be 850 square feet. No cars without current license except enclosed in garage.
11. All gardens must be planted to the rear of any main residence with only landscape materials such as trees, shrubs, and plants allowed in front of the main residence.
12. Any type of permanent fencing erected on the lots must be approved by the developer of the subdivision or the architectural control committee. No fences shall be erected on any portion of any lot between the front of the residence and the street and between the side of the residence and the street on the corner lots unless same is a two or three rail split cedar or decorative fence. No barbed-wire or electric fences will be permitted on any lot in the subdivision.
13. No vehicles, including but not limited to, recreational vehicles, camping trailers, house trailers, produce trailers, boats or any other accessory trailers can be parked or stored on any lot unless same is under the carport, in the garage, barn or other outbuilding, or to the rear of the main residence. No tractor-trailer can be parked on any lot or on the street, and no trailer without a tractor can be parked on any lot or on the street.

14. No animals, livestock or poultry of any kind shall be kept, bred, or raised on any lot for commercial purposes. If animals, (except hogs, cattle, goats, or poultry) are kept as pets, the proper fencing and shelter must be provided.
15. No underground home will be allowed. No shell or modular house will be permitted to be built in this subdivision regardless of the price or square feet of the house. All houses must be of new construction and no house that is moved from another area will be permitted on a lot except by the permission of the developer.
16. The owner of the subdivision or the architectural control committee reserves the right to review the plans of any structure that is built on any lot. The owner of the subdivision or the architectural control committee must approve or disapprove, in writing, within twenty (20) days the plans are submitted. If the lot owner whose plans are to be approved does not receive this written approval or disapproval within said twenty (20) days, the lot owner will deem the plans approved and proceed with construction.

17. The construction of any house in the subdivision shall be required to be completed within eighteen (18) months from the date that the construction began.
18. When developers cease to own a lot within the subdivision he shall then name three persons owning property within the subdivision as the architectural control committee. A majority of such a committee may designate a representative to act for it. In the event of a death or a resignation of any member of the committee, the remaining members shall have full authority to designate a successor. A member of the committee shall immediately lose membership when he or she ceases to own property within the subdivision. Successor members shall be designated only from among the current owners of property within the subdivision.
19. A homeowners association will be set up at such time as the developer owns less than fifty percent of the lots in the subdivision. The association will control, own and maintain the open space for the subdivision. All guidelines will be set forth by the developer and the lot owners at this time.
20. All homes shall have a minimum of 60% of exterior walls bricked or stuccoed.
21. All main roofs on homes shall have a pitch of at least 7/12.

BELL RIDGE SUBDIVISION - DESIGN STANDARDS

- A. Proposed zone - "Planned Unit Development" based on the residential overlay district development for single family units for a R-20 base zone district.
- B. Number of lots - 140: Number allowed - 249
- C. Minimum lot size - 12,500 square feet
Minimum lot size required - 10,500 square feet
- D. Required open space 10% of gross land area.
- E. Front yard set back - 35 feet
- F. Rear yard set back - 25 feet
- G. Side yard set back - 10 feet
- H. Average size of lot in subdivision - 80' x 160' - 12,800 s.f.
- I. Collector street to be 40 feet wide with curb and gutter.
- J. Interior residential street to be 30 feet wide with curb and gutter.
- K. Side walks provided to meet County requirements.
- L. Restrictive Covenants filed with recorded plat.
- M. No drive ways along Highway 305 from lots.
- N. Provide for buffer areas within and along sides of property.
- O. Water and sewer service to be provided by the City of Olive Branch.
- P. A water drainage retention basin shall be installed as shown.
- Q. Walking/Jogging trails provided as shown.
- R. Sports field (grass) also provided.
- S. Two entrances designed as shown in attached photo.

LAND USE DESCRIPTION

Bell Ridge Subdivision is a planned residential subdivision located a quarter mile south of the Olive Branch City limits on the west side of Miss. Highway 305 in DeSoto County, Mississippi. Bell Ridge Subdivision is designed to be a Planned Unit Development Subdivision under the guidelines of the existing DeSoto County subdivision and zoning regulations. The subdivision design and restrictions are patterned after a residential overlay district within a R-20 zone as proposed in the new DeSoto County Land Use Plan that has been proposed for DeSoto County. The R-20 Residential Overlay District is designed to provide suitable areas for low density residential development where appropriate urban services and facilities are provided such as water, sewer, and gas service. The subdivision will have single-family, detached dwellings on different size lots and includes asphalt streets with curb and gutter, open space that may include lakes and undisturbed wooded area, a provision for side walks, buffer zones of undisturbed woods and restrictive covenants for the new property owners. The subdivision layout has been designed to benefit and be compatible with the existing topography of the proposed 80 acre site.

BELL RIDGE SUBDIVISION
PRIMARY CIRCULATION PATTERN

The development is bordered on the east side of Miss. State Highway 305 and is located one half mile north of College Road and one mile south of U.S. Highway 78 Bypass Highway. The subdivision will have two streets within the development that will serve to move traffic in an east - west direction to Highway 305. One of the streets will be an interior collector street (60 feet of right of way) and the other street will be interior residential (50 feet of right of way). No driveways will be allowed to be installed along Miss. Highway 305. Traffic will enter or exit the subdivision along the two streets as mentioned at the present time. Stub-out streets to adjacent properties will be provided as shown on the plans for future traffic flow in the area as other property develops. No traffic will be required to move through any other property or along any other subdivision streets to enter or exit the subdivision. State Highway 305, a major north-south road in the County, will provide for traffic flow from the subdivision to shopping and business in the Olive Branch area.

PARKS AND COMMON AREA OR OPEN SPACE

The Bell Ridge Development will provide a minimum of 10% of the gross land area (80 acres) in open space. This area will have a minimum area of 8 acres. The area will set aside for general activity available to all residents of the subdivision. There will be a home owners association set up for the subdivision to manage and own the common areas.

BUFFER AREAS WITH THE SUBDIVISION
BELL RIDGE SUBDIVISION

There will be provided for the restrictive covenants a 20 foot wide area along all four sides of the subdivision within the lots a undisturbed buffer area having native trees and vegetation as exist on the property. As part of the overall plan for the subdivision, this area will not be disturbed during construction of the subdivision and no lot owner will be permitted to disturb this area. The property has a very good tree and vegetative growth in this 20 foot area at this time.

PHASE DEVELOPMENT
BELL RIDGE SUBDIVISION

The development will be constructed in phases of a minimum of 60 lots at a time and in a pattern as noted on the plan in relation to the lot numbers. The first phase being lots 1-60 or the lots along the main collector street. As the first phase is developed and the first homes are sold in this section, then the second entrance to the subdivision will be opened to provide for construction traffic for the subdivision.

BELL RIDGE SUBDIVISION

Bufferyard Requirements

The developer of Bell Ridge Subdivision shall provide for a minimum of 20 feet in width a vegetative bufferyard or screening along the outer perimeter of the subdivision. The bufferyard area will become a part of the subdivision lot and all use of and care of will be controlled by the restrictive covenants of the subdivision. No out buildings will be allowed within the 20 foot area and no trees may be disturbed within the area. Along three of the four sides of the subdivision there are at present more than the minimum trees and vegetative cover to meet the requirements set forth in the standards for the residential overlay. Along the east side of the property (along Highway 305) sixty percent of the property is higher than Highway 305 and will only need planting or landscaping with the required vegetative cover. The other forty percent of the Highway frontage will be landscaped with trees and shrubs along a newly constructed four foot high berm. A hedge-like screen will thus be provided along Highway 305 within three years of the initial planting of the screen.

Open Space and Common Areas

At such time as the developer owns less than fifty percent of the lots within the subdivision, a home owners association will be set-up to control, regulate and maintain the common areas within the subdivision. This requirement will be set up in the restrictive covenants for each section of the subdivision. The lake area will be regulated and controlled by only the lot owners that will own property adjacent to the lake. The developer will own and maintain along open space until such time as the homeowners association is in place.

The open space has trees and grass cover at the present time. The developer plans to leave this area as un-disturbed as possible until the homeowners association is set up. Some of the facilities within this area may include a picnic area, walking trail, a small baseball or soccer field and a small lake. The developer will provide the necessary funds for the facilities up to an amount of \$10,000.00. An organization must be in place to maintain and control the facilities before the construction would take place.