

PROTECTIVE COVENANTS

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF THE RECORDING OF THIS PLAT, AT WHICH TIME THE SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS, BY VOTE OF A MAJORITY OF THE THEN OWNERS OF THE LOTS, IT IS AGREED TO CHANGE THE SAID COVENANTS, IN WHOLE OR IN PART.

IF THE PARTIES HERETO, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL PROPERTY SITUATED IN THIS SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY OF THESE COVENANTS, AND TO PREVENT SUCH PERSON OR PERSONS FROM DOING SO AND/OR RECOVER DAMAGES OR OTHER DUES FOR SUCH ACTION.

INVALIDATION OF ANY OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER COVENANTS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

- 1. ALL LOTS IN THIS SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL NOT BE RE-SUBDIVIDED INTO SMALLER LOTS, BUT PORTIONS OF ADJACENT LOTS MAY BE SOLD AND USED TO RESULT IN LARGER LOTS.
2. NO STRUCTURES SHALL BE ERRECTED, ALTERED, PLACED, OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN A SINGLE FAMILY DWELLING, NOT TO EXCEED TWO (2) STORIES IN HEIGHT AND MUST INCLUDE A PRIVATE GARAGE OR CARPORT FOR NOT LESS THAN TWO (2) NOR MORE THAN THREE (3) VEHICLES, AND ANY OUTBUILDING INCIDENTAL TO THE RESIDENTIAL USE OF THE LOT.
3. NO FENCES, EITHER TEMPORARY OR PERMANENT, SHALL BE PLACED ON ANY LOT WHICH WILL BE CLOSER TO THE STREET THAN THE BUILDING SETBACK LINE FROM SAID STREET.
4. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR ANY OUTBUILDING ERRECTED ON A LOT SHALL AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARY OR PERMANENT, NOR SHALL ANY TEMPORARY BUILDING BE USED AS A RESIDENCE ON ANY LOT.
5. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE IN THIS SUBDIVISION WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
6. FRONT BUILDING SETBACK LINES ARE AS SHOWN ON THIS PLAT AND SHALL BE OBSERVED. NO PORTION OF ANY RESIDENCE MAY PROJECT BEYOND THE SETBACK LINES EXCEPT OPEN PORCHES AND STEPS. NO RESIDENCE SHALL BE LOCATED CLOSER THAN FIVE (5) FEET TO ANY ADJACENT LOT LINE ON THE SIDE WITH A MINIMUM OF FIFTEEN (15) FEET BETWEEN RESIDENCES, AND TWENTY-FIVE (25) FEET ON THE REAR LOT LINE. DETACHED GARAGES OR OTHER OUTBUILDINGS SHALL NOT BE LOCATED CLOSER THAN FIVE (5) FEET TO ANY ADJACENT LOT LINE OR REAR LOT LINE. IN THE EVENT THAT MORE THAN ONE LOT IS USED FOR ONE RESIDENCE, THESE RESTRICTIONS SHALL APPLY TO THE OUTER LINES OF THE ENTIRE PLOT.
7. NO SIGNS OTHER THAN STREET NAMES AND RESIDENCE OR MAIL BOX IDENTIFICATIONS MAY BE PERMANENTLY ERRECTED IN THIS SUBDIVISION.
8. THE AREA OF HEATED LIVING SPACE ON THE GROUND FLOOR SHALL BE A MINIMUM OF 1350 SQUARE FEET FOR ONE STORY RESIDENCE EXCLUSIVE OF OPEN PORCHES, CARPORTS, AND GARAGES. ALL ONE AND ONE-HALF STORY AND TO STORY RESIDENCE SHALL HAVE A MINIMUM GROUND FLOOR AREA OF NOT LESS THAN 1200 SQUARE FEET INCLUSIVE OF OPEN PORCHES, CARPORTS, AND GARAGES. ALL PLANS MUST BE APPROVED BY M.L. EDDINS OR T.N. EDDINS OR A REPRESENTATIVE APPOINTED BY THEM FOR THE PURPOSE OF MAKING SUCH APPROVALS.
9. FIVE (5) FEET WIDE UTILITY BASEMENTS ARE ALONG ALL SIDE LOT LINES AND TEN (10) FEET WIDE UTILITY EASEMENTS ARE ALONG ALL FRONT AND REAR LOT LINES.

OWNERS' CERTIFICATE

WE, MARION L. EDDINS AND THOMAS N. EDDINS, THE OWNERS OF THE PROPERTY SHOWN HEREON, HEREBY ADOPT THIS AS OUR PLAN OF DEVELOPMENT AND DEDICATE THE RIGHTS-OF-WAY FOR THE ROADS, AS SHOWN ON THIS PLAT, TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THIS PLAT. WE CERTIFY THAT WE ARE THE OWNERS IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE.

Signature of Marion L. Eddins
MARION L. EDDINS - OWNER

Signature of Thomas N. Eddins
THOMAS N. EDDINS - OWNER

NOTARY'S CERTIFICATE

STATE OF MISSISSIPPI Tennessee
COUNTY OF DeSoto Shelby

THIS DAY PERSONALLY APPEARED BEFORE ME; THE UNDERSIGNED AUTHORITY IN AND FOR SAID STATE AND COUNTY, MARION L. EDDINS AND THOMAS N. EDDINS, WHO ACKNOWLEDGED THAT THEY SIGNED THE FOREGOING PLAT FOR THE PURPOSE THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS 6 DAY OF Feb, 1989.

Signature of Patricia A. Burrows
My Commission Expires: 3/24/92

CERTIFICATE OF SURVEY

I CERTIFY TO CERTIFY THAT I HAVE DRAWN THE PLAT FROM A SURVEY CONDUCTED UNDER MY SUPERVISION AND FROM DEEDS OF RECORD AND THAT THE PLAT REPRESENTS THE INFORMATION AND THAT IT IS TRUE AND CORRECT.

Signature of R. Cooper Cannon
R. COOPER CANNON - REGISTERED LAND SURVEYOR, MISS. NO. 1969



APPROVED BY THE CITY OF OLIVE BRANCH PLANNING COMMISSION ON THE 14 DAY OF Dec., 1989

ATTEST: Signature of Chairperson
CHAIRPERSON

APPROVED BY THE CITY OF OLIVE BRANCH MAYOR AND BOARD OF ALDERMEN ON THE 14 DAY OF January, 1989

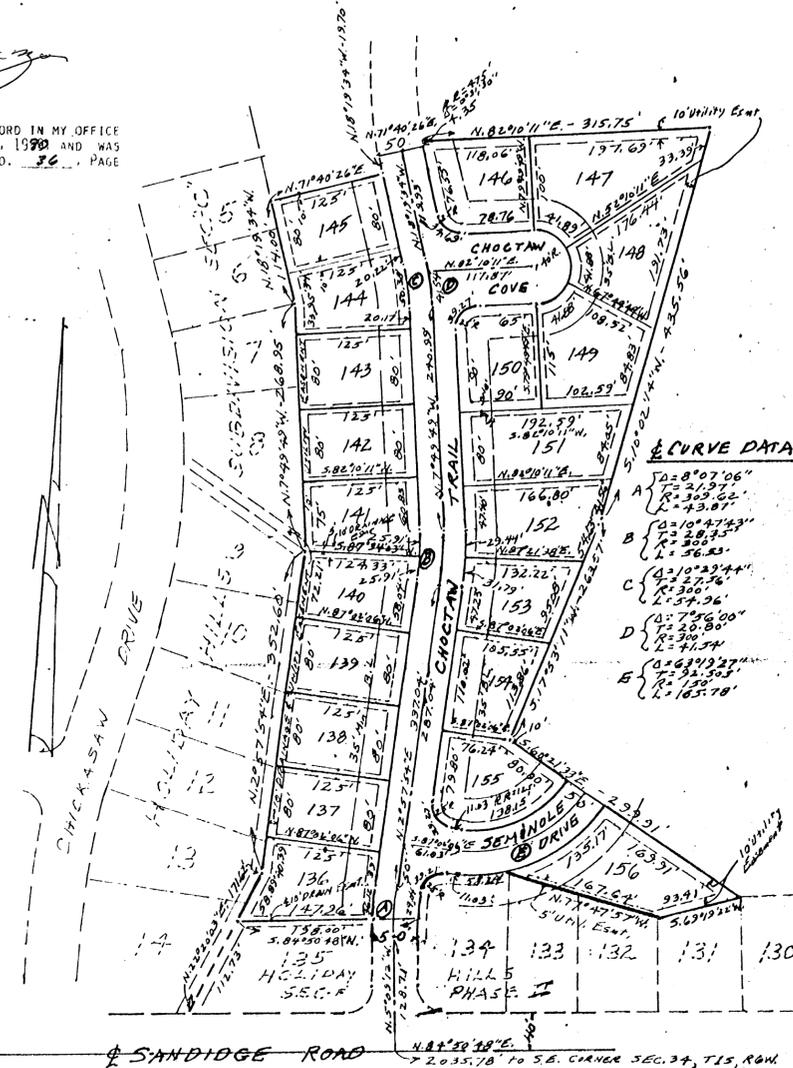
Signature of Mayor
CLERK OF THE BOARD

Signature of Mayor
MAYOR

STATE OF MISSISSIPPI, COUNTY OF DeSOTO

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT 10:20 O'CLOCK A.M. ON THE 14 DAY OF January, 1989 AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEX AND DULY RECORDED IN PLAT BOOK NO. 36 PAGE 31.

Signature of W. E. Davis
W. E. DAVIS
CHANCERY COURT CLERK
Signature of Guy D. Taylor, D.C.



HOLIDAY HILLS SUBDIVISION, SECTION F - PHASE III

BEGIN PART OF THE BLOCKER TRACT IN SECTION 34, TOWNSHIP 1, RANGE 6 WEST, OLIVE BRANCH, DE SOTO COUNTY, MISSISSIPPI.

OWNERS/DEVELOPERS: M.L. & T.N. EDDINS - 21 LOTS

PUBLIC WATER & SEWERS ZONED R-2 SCALE: 1"=100'

NOVEMBER, 1989 6.8552 ACRES

D. D. CANNON ENGINEERING COMPANY
CIVIL ENGINEERS & LAND SURVEYORS
3583 CHARLENE ROAD
MEMPHIS, TENNESSEE, 38135