

HERITAGE HILLS P.U.D. PHASE III D

RESTRICTIVE COVENANT

- ALL LOTS IN THIS SUBDIVISION SHALL BE KNOWN AS RESIDENTIAL LOTS AND NO STRUCTURE SHALL BE ERRECTED ON ANY LOT OTHER THAN ONE SINGLE FAMILY RESIDENCE AND GARAGE, AND NOT MORE THAN ONE (1) DETACHED STORAGE BUILDING. NO RECREATIONAL VEHICLE NOR CAMPING TRAILER TO BE PARKED OR STORED ON ANY LOT UNLESS SAME IS UNDER THE CARPORT OR IN THE GARAGE OR IN THE REAR YARD.
- NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
- VEGETABLE GARDENING SHALL BE ALLOWED TO THE REAR OF THE HOME. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, KEPT OR BRED ON ANY LOT, EXCEPT DOGS, CATS AND OTHER HOUSEHOLD PETS WHICH MAY BE KEPT PROVIDED THAT THEY ARE NOT RAISED, KEPT, OR BRED FOR COMMERCIAL PURPOSES. NO COMMERCIAL BREEDING IS ALLOWED.
- ALL DWELLINGS SHALL CONTAIN A MINIMUM OF 1,100 SQUARE FEET OF FINISHED HEATED LIVING AREA. NO BUILDING SHALL BE MORE THAN TWO STORIES IN HEIGHT, BUT THE FLOOR SPACE OF THE SECOND STORY MAY BE INCLUDED IN COMPUTING THE MINIMUM SQUARE FOOTAGE OF LIVING AREA WHICH IS ALLOWABLE SO LONG AS AT LEAST 700 SQUARE FEET IS ON THE FIRST FLOOR. GARAGES SHALL NOT BE ENCLOSED FOR LIVING AREA.
- NO STRUCTURE OF A TEMPORARY CHARACTER SUCH AS A TRAILER, GARAGE, BARN OR OTHER OUTBUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY. CONSTRUCTION OF NEW BUILDINGS ONLY SHALL BE PERMITTED, IT BEING THE INTENT OF THIS COVENANT TO PROHIBIT THE MOVING OF ANY EXISTING BUILDING ONTO A LOT AND REMODELING OR CONVERTING SAME INTO A DWELLING UNIT.
- NO FENCES WILL BE PERMITTED TO EXTEND PAST THE FRONT BUILDING SETBACK.
- NO MOTOR VEHICLE OR ANY OTHER VEHICLE, INCLUDING A BOAT, MOTOR BOAT, TRAILER, LAWN MOWER, TRACTOR OR SIMILAR VEHICLE MAY BE STORED ON ANY LOT FOR THE PURPOSES OF REPAIR OF SAME AND NO 4-WHEEL OR MOTOR MOUNT MAY BE PLACED ON LOT. NO REPAIR OF AUTOMOBILES OR ANY OTHER VEHICLES OR PROPERTY, INCLUDING THOSE ENUMERATED IN ANY OF THE RESTRICTIONS, SHALL TAKE PLACE ON ANY LOT WHERE SUCH REPAIRS CONSTITUTE OR ARE DONE FOR A COMMERCIAL PURPOSE.
- 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 THESE COVENANTS ARE RECORDED. AFTER THAT TIME SAID COVENANTS SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF LOTS HAS BEEN AGREED UPON TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.
- IF THE PARTIES HERETO OR ANY OF THEM OR THEIR HEIRS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS OR RESTRICTIONS HEREIN BEFORE THEY EXPIRE, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING LOTS IN THIS SUBDIVISION TO PROSECUTE ANY PRECEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT OR RESTRICTION AND EITHER TO PREVENT HIM OR THEM FROM DOING SO OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.
- INVALIDATION OF ANY ONE OF THE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
- CONSTRUCTION OF ANY DWELLING SHALL BE COMPLETED WITHIN SIX (6) MONTHS FROM COMMENCEMENT OF CONSTRUCTION.
- NO LOTS MAY BE SUBDIVIDED UNLESS PERMITTED BY THE SUBDIVISION REGULATIONS OF CITY OF SOUTHAVEN, MS.; HOWEVER, TWO (2) OR MORE LOTS MAY BE COMBINED FOR USE AS ONE (1) LOT AND IN SUCH CASE, THE INTERIOR LOT LINES MAY BE DISREGARDED INSOFAR AS SIDE YARD REQUIREMENTS ARE CONCERNED.
- NO BUILDING SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS AND PLOT PLAN, SHOWING THE LOCATIONS OF SUCH BUILDING, HAVE BEEN APPROVED IN WRITING AS TO CONFORMITY AND HARMONY WITH EXISTING STRUCTURES IN THIS SUBDIVISION AND AS TO LOCATION OF BUILDING WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION BY T.W. ELLIOTT & ANN MOTZ, OR THEIR DESIGNATED AGENT. IN THE EVENT THAT SAID PERSON FAILS TO TAKE ACTION WITHIN A PERIOD OF THIRTY (30) DAYS AFTER SUBMISSION, OR IF NO LITIGATION IS INSTITUTED, THIS COVENANT WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. THE POWERS AND DUTIES OF T.W. ELLIOTT & ANN MOTZ, AND THEIR REPRESENTATIVE, SHALL CEASE ON AND AFTER TEN (10) YEARS FROM THE DATE OF THE RECORDATION OF THIS FINAL PLAT.
- ALL FRONT YARDS SHALL BE SODDED.

OWNERS CERTIFICATE

WE, ANN MOTZ AND T.W. ELLIOTT, SIGNING AS GENERAL PARTNERS IN HERITAGE HILLS, L.P., HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND DEDICATE THE RIGHTS-OF-WAY FOR ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS SHOWN ON THE PLAT. WE CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE.

T.W. Elliott
T.W. ELLIOTT, GENERAL PARTNER
Heritage Hills, L.P.

Ann Motz
ANN MOTZ, GENERAL PARTNER
Heritage Hills, L.P.

NOTARY'S CERTIFICATE

STATE OF Mississippi, COUNTY OF Desoto
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, ON THE 9th DAY OF JUNE, 1997, WITHIN MY JURISDICTION, THE WITHIN NAMED ANN MOTZ, WHO ACKNOWLEDGED THAT SHE IS GENERAL PARTNER OF HERITAGE HILLS L.P., A MISSISSIPPI LIMITED PARTNERSHIP, AND THAT ON BEHALF OF THE SAID PARTNERSHIP, AND AS ITS ACT AND DEED, SHE EXECUTED THE ABOVE AND FOREGOING PLAT FOR THE PURPOSES MENTIONED ON THE DAY AND YEAR THEREIN MENTIONED, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID PARTNERSHIP SO TO DO.

MY COMMISSION EXPIRES: Kimberly Gillem
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 29, 2001
BONDED THRU STELLA NOTARY SERVICE
NOTARY PUBLIC

NOTARY'S CERTIFICATE

STATE OF Mississippi, COUNTY OF Desoto
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, ON THE 9th DAY OF JUNE, 1997, WITHIN MY JURISDICTION, THE WITHIN NAMED T. W. ELLIOTT, WHO ACKNOWLEDGED THAT HE IS GENERAL PARTNER OF HERITAGE HILLS L.P., A MISSISSIPPI LIMITED PARTNERSHIP, AND THAT ON BEHALF OF THE SAID PARTNERSHIP, AND AS ITS ACT AND DEED, HE EXECUTED THE ABOVE AND FOREGOING PLAT FOR THE PURPOSES MENTIONED ON THE DAY AND YEAR THEREIN MENTIONED, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID PARTNERSHIP SO TO DO.

MY COMMISSION EXPIRES: Kimberly Gillem
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 29, 2001
BONDED THRU STELLA NOTARY SERVICE
NOTARY PUBLIC

INDIVIDUAL MORTGAGEE'S CERTIFICATE

FRANK ROBERSON, EXECUTOR FOR ALICE MAE ROBERSON DECEASED, BILL RASCO, BOBBY RASCO, JEAN M. RASCO, AND MARY LEE WALKER BROWN, AND WILLIAM A. BROWN, CO-TRUSTEES, RESIDURARY TRUST OF FRANK C. RASCO, DECEASED, MORTGAGEES, DO HEREBY ADOPT THIS AS THEIR PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR ROADS AS SHOWN ON PLAT TO PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS SHOWN ON THIS PLAT. WITNESS OUR SIGNATURES, THIS THE 9th DAY OF June, 1997.

Frank Roberson
FRANK ROBERSON EXECUTOR
FOR ALICE MAE RASCO ROBERSON
Bill Rasco
BILL RASCO
Bobby Rasco
BOBBY RASCO

Jean M Rasco
JEAN M. RASCO
Mary Lee Walker Brown
MARY LEE WALKER BROWN, TRUSTEE
OF FRANK C. RASCO TRUST
William A. Brown
WILLIAM A. BROWN, TRUSTEE OF
FRANK C. RASCO TRUST

NOTARY'S CERTIFICATE

STATE OF MISSISSIPPI, COUNTY OF DESOTO
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, ON THE 9th DAY OF June, 1997, WITHIN MY JURISDICTION, THE WITHIN NAMED FRANK ROBERSON, WHO ACKNOWLEDGED THAT HE IS EXECUTOR OF LAST WILL IN TESTAMENT OF ALICE MAE RASCO ROBERSON, DECEASED AND THAT IN SAID REPRESENTATIVE CAPACITY HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AFTER FIRST HAVING BEEN DULY AUTHORIZED SO TO DO.

MY COMMISSION EXPIRES: Kimberly Gillem
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 29, 2001
BONDED THRU STELLA NOTARY SERVICE
NOTARY PUBLIC

NOTARY'S CERTIFICATE

STATE OF MISSISSIPPI, COUNTY OF DESOTO
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, ON THE 9th DAY OF June, 1997, WITHIN MY JURISDICTION, THE WITHIN NAMED MARY LEE WALKER BROWN AND WILLIAM A. BROWN, WHO ACKNOWLEDGED THAT THEY ARE CO-TRUSTEES OF RESIDURARY TRUST UNDER LAST WILL AND TESTAMENT OF FRANK C. RASCO, DECEASED AND THAT IN SAID REPRESENTATIVE CAPACITY THAT EXECUTED THAT ABOVE AND FOREGOING INSTRUMENT AFTER FIRST HAVING BEEN DULY AUTHORIZED SO TO DO.

NOTARY'S CERTIFICATE

STATE OF MISSISSIPPI, COUNTY OF DESOTO
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS 9th DAY OF June, 1997, WITHIN MY JURISDICTION, THE WITHIN NAMED BILL RASCO, BOBBY RASCO, AND JEAN M. RASCO WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AS THEIR ACT AND DEED.

MY COMMISSION EXPIRES: Kimberly Gillem
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 29, 2001
BONDED THRU STELLA NOTARY SERVICE
NOTARY PUBLIC

MORTGAGEE'S CERTIFICATE

UNITED SOUTHERN BANK, MORTGAGEE, BY AND THROUGH ITS DULY AUTHORIZED OFFICER, DOES HEREBY ADOPT THIS AS ITS PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR ROADS AS SHOWN ON PLAT TO PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS SHOWN ON THIS PLAT.

SIGNATURE _____ DATE _____
TITLE _____

NOTARY'S CERTIFICATE

STATE OF _____, COUNTY OF _____
THIS DAY PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 1997, WITHIN MY JURISDICTION, THE WITHIN NAMED _____ WHO ACKNOWLEDGED THAT _____ IS _____ OF UNITED SOUTHERN BANK, AND THAT FOR AND ON BEHALF OF SAID BANK, AND AS ITS ACT AND DEED, _____ EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK SO TO DO.

ENGINEER'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE DRAWN THIS SUBDIVISION SHOWN HEREON AND THE PLAT OF SAME IS ACCURATELY DRAWN FROM INFORMATION FROM A GROUND SURVEY BY ME.

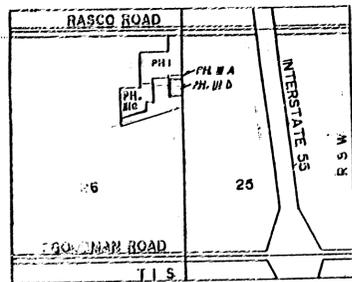
Larry L. Brown
LARRY L. BROWN
MISSISSIPPI SURVEYOR #1938
APPROVED BY THE SOUTHAVEN PLANNING COMMISSION THIS THE 29th DAY OF April, 1997.
Jeff Dethlefs
JEFF DETHLEFS
CHAIRMAN
8. J. King
8. J. KING
SECRETARY

APPROVED BY THE MAYOR AND BOARD OF ALDERMAN
DATE: MAY 20, 1997
Mayor: Paul Tom
MAYOR: PAUL TOM
Melene Spittle
MELENE SPITTLE
CITY CLERK

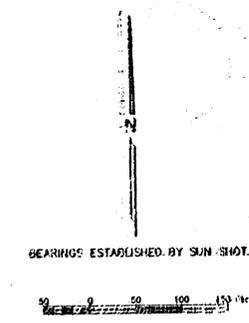
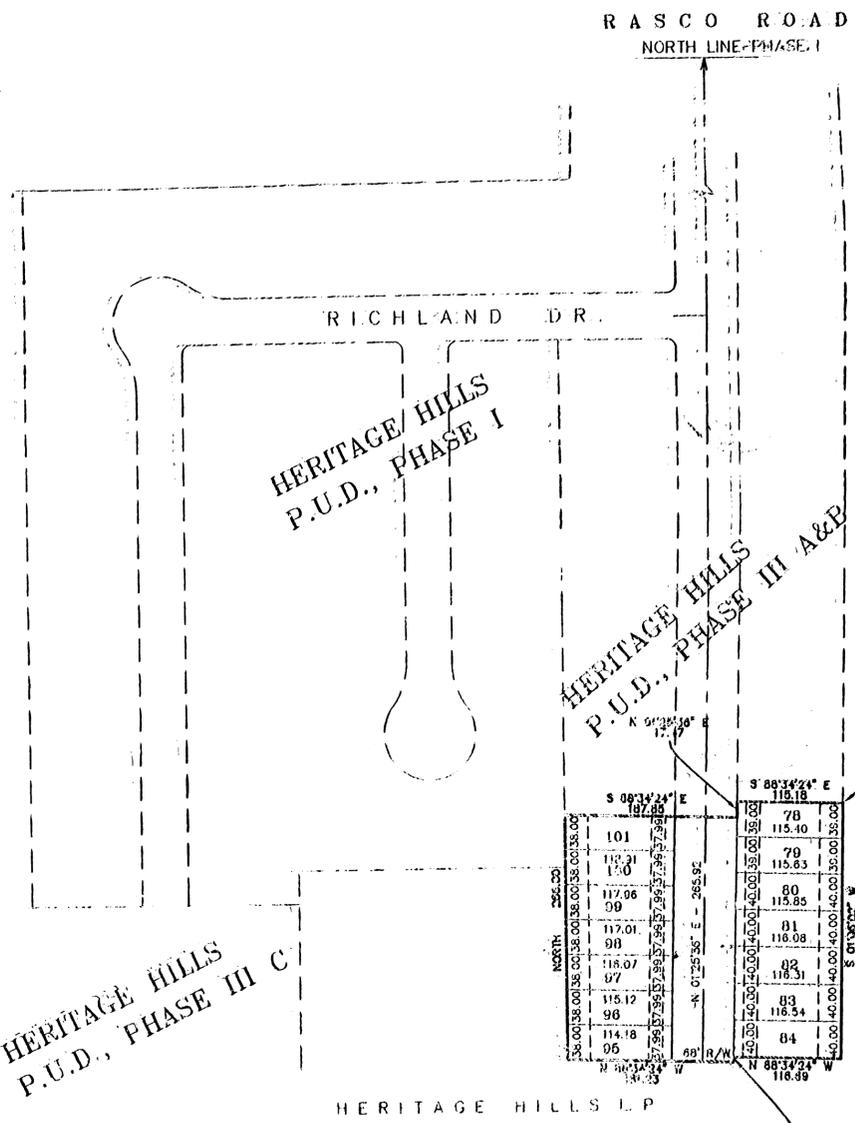
STATE OF MISSISSIPPI, COUNTY OF DESOTO:
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT 8:00 O'CLOCK A.M. AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK 27 AT PAGE 13-18 ON June 11, 1997.
W. DeWitt
W. DEWITT
CHANCERY COURT CLERK

EB ELLIOTT & BRITT
ENGINEERING, P.A.
823 NORTH LAMAR BOULEVARD
OXFORD, MISSISSIPPI

HERITAGE HILLS P.U.D., PHASE III D
SECTION 28, T 1 S, R 8 W
DE SOTO COUNTY, MISSISSIPPI
SCALE:
1"=100'
NUMBER:
DATE:
3.1.97



LOCATION MAP



BEARINGS ESTABLISHED BY SUN SHOT.

DESCRIPTION: A parcel of land containing 47 acres, more or less located in the Northeast Quarter (Q1/4) of Section 26, Township 1 South, Range 1 West, City of Southaven, DeSoto County, Mississippi, and being a part of the property described in Deed Book 155, Page 91 of the Chancery Clerk's Office of DeSoto County, Mississippi, and being more particularly described as follows:

Beginning at an iron rod found being 1,017.59 feet south and 4.76 feet west of a certain pole which accepted as the northeast corner of the above Section 26, Township 1 South, Range 1 West, in the City of Southaven, Mississippi, run thence S 01° 00' 00" W for a distance of 232.20 feet to a 1/2" iron rod, run thence N 88° 34' 24" E for a distance of 115.59 feet to a 1/2" iron rod, run thence S 01° 29' 36" W for a distance of 5.39 feet to a 1/2" iron rod, run thence N 88° 34' 24" W for a distance of 118.21 feet to a 1/2" iron rod, run thence Due North for a distance of 355.00 feet to a 1/2" iron rod, run thence S 88° 34' 24" E for a distance of 117.35 feet to a 1/2" iron rod, run thence N 01° 29' 36" E for a distance of 17.47 feet to a 1/2" iron rod, run thence S 88° 34' 24" E for a distance of 115.13 feet to the Point of Beginning, and containing 47.00 acres, more or less and bounds 1.37 acres of land, more or less.

DE SOTO COUNTY SCHOOL DISTRICT

SOUTH 1017.69 FEET AND WEST 4.76 FEET OF THE ACCEPTED N E CORNER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 1 WEST, DESOTO COUNTY, MISSISSIPPI

101	115.40	78	115.40
115.21	115.63	79	115.63
117.06	115.85	80	115.85
117.00	116.08	81	116.08
118.07	116.31	82	116.31
115.12	116.54	83	116.54
114.18	116.77	84	116.77
114.18	117.00	85	117.00
114.18	117.23	86	117.23
114.18	117.46	87	117.46
114.18	117.69	88	117.69
114.18	117.92	89	117.92
114.18	118.15	90	118.15
114.18	118.38	91	118.38
114.18	118.61	92	118.61
114.18	118.84	93	118.84
114.18	119.07	94	119.07
114.18	119.30	95	119.30
114.18	119.53	96	119.53
114.18	119.76	97	119.76
114.18	119.99	98	119.99
114.18	120.22	99	120.22
114.18	120.45	100	120.45

- NOTES:
1. LOTS SHALL PROVIDE TWO SIDE YARDS THREE (3) FEET EACH.
 2. ALL PERIMETER BOUNDARY LOT CORNERS, OPPOSED IRON RODS.
 3. THE PROPERTY IS A CLASS A SURVEY AS SET FORTH IN APPENDIX A OF THE MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI.
 4. THIS SURVEY MEETS THE CONDITIONS OF CLOSURE AND ACCURACY FOR CONDITION AS SET FORTH IN APPENDIX B OF THE MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI.
 5. SETBACKS AND EASEMENTS: TWENTY FIVE (25) FOOT LANDSCAPE/UTILITY EASEMENT AND BUILDING LINE ACROSS THE REAR PROPERTY LINE. THERE IS A TWENTY FIVE (25) FOOT FRONT BUILDING LINE, AND A TEN (10) FOOT UTILITY EASEMENT ALONG THE STREET RIGHT-OF-WAY.



ELLIOTT & BRITT
ENGINEERING, P.A.
323 NORTH HAVAR BOULEVARD
OXFORD MISSISSIPPI

HERITAGE HILLS P.U.D., PHASE III D
SECTION 26, T 1 S, R 8 W
DE SOTO COUNTY, MISSISSIPPI

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