

RESTRICTIVE COVENANTS

## HAMILTON PLACE SUBDIVISION

AS RECORDED IN PLATEBOOK 64, PAGE 36, SEC. 30, TOWNSHIP 1, RANGE 6

Each of the lots in the HAMILTON PLACE Subdivision shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance of the property.

1. No lot shall be used for any purpose other than single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one building for residential use and a private garage for no more than three vehicles. Two or more lots may be combined for use as one lot and, in such case, the interior lot lines may be disregarded and the utility easements (unless in use) will be automatically revoked. In the event such lots are combined under one ownership for use as a single lot, no part of the combined lot may be sold or conveyed, except to the original size of the lots before being combined. No single lot may be subdivided into two or more lots for any purpose.
2. All dwellings or other structures on the lots must be in compliance with the requirements of the Olive Branch Planning Commission. No building, fence, wall, structure or other improvement shall be commenced, erected or maintained upon any lot in the subdivision, nor shall any exterior addition, change, alteration or restoration of or to the same be made until the construction plans and specifications showing the nature, kind, shape, size, height, materials and location of the same shall have been submitted to and approved in writing by the Developer as to harmony of external design, construction and location in relation to existing or proposed surrounding structures and topography.
3. No structure of a temporary nature, such as trailers, basements, tents, sheds, garages, barns, motor homes, mobile homes or other buildings shall, at any time, be used either temporarily or permanently, as a residence.
4. No noxious or offensive trade or activity may be conducted upon any lot nor shall anything be done thereon which may be, or may become, a nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be conducted on any lot.
5. Easements for the installation and maintenance of the utilities and drainage facilities are reserved as shown on the plat.
6. No shell-type or modular-type home will be permitted or erected in the subdivision. All houses must be new construction. No house may be moved into the subdivision from another area. Construction of log cabin type homes will not be permitted. No buildings, including outbuildings shall be erected, placed or altered on any lot in the subdivision until the building plans,

specifications including materials and colors and plot plan showing the locations of such buildings, shall have been approved in writing by the Developer or its assignees. Such building and plot plans and specifications shall be submitted to Developer or designated representative in duplicate for approval. The exterior of all dwellings shall be 90% brick veneer or stucco. A two car garage with side entry is required on all homes. No garage shall be allowed to face the front of any lot, unless garage is detached at rear of lot. All driveways shall be of concrete construction. No vent pipes shall be placed on the front side of any roof of the dwelling. All vents protruding from roofs shall be painted the same color as the roof covering. Colors of roof coverings shall be approved by the Developer. All exterior colors shall be earthtones or muted colors and shall be approved by the Developer before construction.

7. Size of houses on R-1 lots: (a) The minimum heated living area of any single story dwelling shall be 2000 square feet. (b) The minimum heated living area of any one and one-half (1 1/2) story houses shall be 2400 square feet with a minimum of 1800 square feet of heated living area on the ground floor. (c) The minimum heated living area of any two (2) story houses shall be 2400 square feet with a minimum of 1800 square feet of heated living area on the ground floor.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six square feet advertising the property for sale, or customary signs used by the builder to advertise the property during construction and sale.

9. Trash, garbage and other waste and rubbish shall be kept in sanitary containers, provided specifically for these purposes. All equipment for the storage or disposal of such materials shall be kept in a clean, sanitary and orderly condition near the rear of the dwelling.

10. No portable building shall be permitted on any lot.

11. Construction of any dwelling shall be completed within nine months.

12. Builders shall maintain each job site in a reasonably clean condition. All trash and debris shall be removed on a weekly basis. All building debris, stumps, trees, etc., must be removed from each lot by the builder as often as necessary to keep the house and lot attractive. Such debris shall be legally disposed of offsite. Dust abatement and erosion control measures shall be provided by the contractor or owner in all stages of construction.

13. No vehicles of any kind shall be kept in the subdivision unless it displays current license plates and a current inspection sticker, except for lawn tractors used for property maintenance.

No junk cars or trucks or any mechanical devices that are visually in need of repair shall be kept on any lot at any time for any purpose. Any trucks not considered a "pick-up" or not used as a passenger vehicle shall not be kept in the subdivision. Any junk car or truck or mechanical device that is kept within the right-of-way of the existing street shall be subject to removal by the proper authorities without permission of the owner at the expense of owner of said vehicle.

14. All front and side yards shall be sodded with bermuda or zoysia sod immediately after construction. Proper grading and raking shall be done prior to placement of all sod. All rear yards shall be seeded immediately after construction with steps taken to prevent soil erosion. All lawns shall be mowed and weeded on a regular basis and shall be maintained in a well kept manner.

15. Fences shall conform to the design and material standards established within the respective tracts, no wire or wood fences shall be installed within this subdivision. Acceptable materials for fencing are , wrought iron, masonry or and must be approved by the Developer prior to construction.

16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In all instances, household pets shall be restrained within fenced areas or under leash.

17. Mailboxes shall be standard for all residences on all lots in this subdivision. The mailbox will be of one design and color and will be metal, as specified by the Developer.

18. No window air conditioners shall be allowed. The use of solar panels is also prohibited.

19. All radio and T.V. antennas shall be installed in the interior of the residence in such a way as not to be visible from outside. No satellite communication system equipment or dishes larger than 20" shall be permitted on any house or lot. Communication systems equipment shall not be permitted on the front of any house or lot.

20. In-ground swimming pools will be permitted. However, fencing of swimming pool areas must be within achieved setback lines. No above ground pools will be permitted.

21. There shall be no silver finish metal doors (including glass sliding doors) or windows of any kind, however, a factory painted or anodized finish may be used. The color of such finish should be natural earth tones.

22. Drainage of surface water, storm water and/or foundation drains may not be connected to sanitary sewers.

23. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds or grounds on such lot which tend to decrease the beauty of the specific area or of the subdivision as a whole. All lots, whether occupied or unoccupied, with any improvements placed thereon, shall at all time be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of attractive growth on such lot or the accumulation of rubbish or debris thereon. In order to implement control of this provision, there is reserved to the Developer for itself and its agents, the right, after ten (10) days notice to any lot owner, to enter upon any residential lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing or cutting underbrush, weeds, or other unsightly growth and trash which, in the opinion of the developer, detracts from the overall beauty or safety of the subdivision. Such entrance upon such property for such purpose shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday, and shall constitute a trespass. The Developer may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity, provided, however, that such lien shall be subordinate to the lien of any first mortgage or deed of trust encumbering such lot. The provisions of this section shall not be constructed as an obligation on the part of the Developer to mow, clear, cut or prune any lot, nor to provide garbage or trash removal services.
24. No drilling, quarrying or mining operations of any kind shall be permitted upon any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot, nor shall oil wells, tanks, mineral excavations or shafts be permitted on any lot.
25. Neither the Developer, nor any architect, nor agent thereof shall be responsible in any way for any defects in plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.
26. No above ground fuel storage tanks will be allowed.
27. The Developer shall have the right to change, alter and add to the above regulations from time to time at his discretion.
28. No motor homes allowed or pull type campers.
29. 5 feet sidewalks will be the responsibility of the builder and not the developer.
30. These covenants, limitations and restrictions are to run with the land and shall be

binding upon all parties and all persons claiming under them December 31, 2016, at which time said covenants, limitations and restrictions shall automatically extend for ten-year periods unless, by a vote of the majority of the owners of lots in this subdivision, it is agreed to change said covenants in whole or in part.

- 31. These covenants, restrictions and limitations, or any of them, may be amended only by the developer, or by the owners, as the case may be of at least 75% of the lots in the subdivision, including any additions thereto.
- 32. The platted property is subject to these covenants, restrictions and easements As set forth in document filed of record in Book # 64, Page# 36, In the office of the Chancery Clerk of Desoto County, Mississippi, to which document reference is hereby made. Any property owner shall be bound by the terms of said documents.
- 33. The property herein conveyed is subject to an assessment by HAMILTON PLACE INC. Homeowner's Association for \$80.00 on an annual basis, until changed by a majority of the total; votes eligible to be cast by the members of the Association. Said assessments shall be due and payable as the Board of Directors determines, and if not paid shall bear interest at the prevailing rate until paid. Such assessments shall be a lien on the property so assessed and collectable by proper action at law, or proceedings in Chancery, for enforcement of such lien. Lots owned by HAMILTON PLACE INC. shall not be assessed the annual assessment.

PREPARED BY MIKE WATSON

6761 Hamilton Cr. N.  
Olive Branch, Ms. 38654  
601-895-5306

HAMILTON PLACE SUBDIVISION

HAMILTON PLACE INC.

*James H. Watson* President

NOTARY'S CERTIFICATE

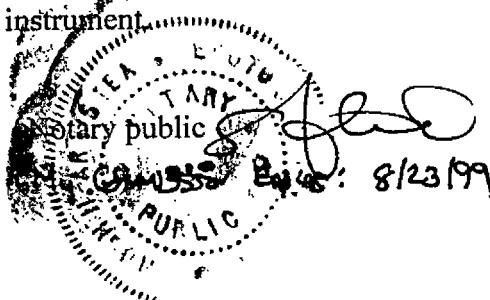
State of Mississippi, County of DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on the Day Of Dec 15, 1998, within my jurisdiction, the within named acknowledge that he executed the above and foregoing instrument.

STATE MS - My commission expires: 8/23/99 MS - DESOTO CO.

JAN 29 3 14 PM '99

APR 18 3 12 PM '02



BK 346 PG 707  
W.E. DAVIS, CLK.

BK 417 PG 88  
W.E. DAVIS, CLK.