

PROTECTIVE COVENANTS - PLEASANT HILL ESTATES - SECTION "B"

WHEREAS said property is presently being developed and is to be known as Pleasant Hill Estates Section "B", AND WHEREAS said property is to be developed as a residential area and it will be to the advantage of all parties hereto and their successors entitled that the following expressed conditions, covenants and limitations be established in each and every farm in said property and to create uniformity and use and ownership in order to avoid conflict and to protect property values,

NOW HEREBY ORL in consideration of benefits to accrue to the owners of said property and their successors entitled and other good common and valuable and sufficient consideration the receipt of all of which being hereby acknowledged we the undersigned hereby agree to abide by the following expressed conditions, covenants, limitations and reservations of each and every one of the farms in Pleasant Hill Estates Section "B" contained within the above described property

- 1 All Pleasant Hill Estates Section "B" shall be known and used as residential farms and are not to be subdivided. Said farms shall not be used for any business use whatsoever. Only single family residential use shall be made of each farm.
- 2 All private water systems and private sewer disposal systems shall comply with local and state health department regulations. Prior to constructing any private water systems and any private disposal system the Marshall County Health Superintendent must be contacted and a permit secured prior to the installation of any private water and sewer system.
- 3 No building shall be located on any farm nearer than 65 feet to the front lot line or nearer than 20 feet to the side lot line or nearer than 20 feet to the rear lot line. On any farms fronting on Highway #311 Highway #311 shall be considered as the road frontage.
- 4 A 20 foot easement for installation and maintenance of utilities and drainage facilities is reserved along the front and a 10 foot easement along the sides and rear property lines of each farm.
- 5 No noxious or offensive activity shall be carried on upon any farm nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 6 No structure of a temporary character, mobile home, trailer, basement tent, shack, garage, barn or other outbuilding shall be used on any farm at any time as a residence either temporarily or permanently.
- 7 No sign of any kind shall be displayed to the public view on any farm 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 sales.
- 8 Livestock and pets such as a family saddle horse, dogs and cats may be kept providing that they are not kept bred or maintained for any commercial purpose. Dogs that bark excessively will not be allowed. No cattle, swine or poultry shall be allowed on any Pleasant Hill Estate Section "B".
- 9 Only one single family residence shall be constructed on each farm and it must contain not less than 1400 square feet of heated living area on the first level or ground floor. In the event the residence is a two story or a one and one-half story residence then the ground floor heated area shall not be less than 1200 square feet.
- 10 No building, including outbuildings, shall be erected, placed or altered on any farm until the construction plans and specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee.

Pleasant Hill Estates - Set "B"
Plat Title 840 A1B

- 11 Trash garbage and other waste and rubbish shall be kept in sanitary containers provided
specifically for these purposes. All containers for the storage and disposal of such
materials shall be kept in a clean sanitary and orderly manner near the rear of the
dwelling
- 12 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 inoperative automotive vehicle shall be allowed to remain on any lawn
for a prolonged period of time. No junk cars or trucks or any mechanical devices that are
visually in need of repair shall be kept on any lawn at any time for any purpose. 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
- 13 Front yard fences within 75 feet of the front property line shall be chain link or approved
plank or decorative wood fences
- 14 Construction of any dwelling shall be completed within nine months. All yards must be
seeded or sodded immediately after the grading has been completed
- 15 No satellite dishes shall be allowed on the side or in front of any residence
- 16 Builders shall maintain each job site in a reasonably clean condition. All trash and debris
shall be removed from the job site or placed in a professional collection container on a
monthly basis
- 17 The Architectural Control Committee is composed of Walter A. Utley, Mark D. Utley and
Stephen A. Utley. A majority of the committee may designate a representative to act for
it. In the event of death or resignation of any member of the committee the remaining
members shall have the full authority to designate a successor. At any time the then
record owners of a majority of the farms shall have the power through a duly recorded
written instrument to change the membership of the committee or to withdraw from the
committee or restore to it any of its powers and duties. In the event the committee or its
designated representatives fails to approve or disapprove within 30 days after plan and
specifications have been submitted to it or in any event completion thereof approval will
not be required and the related covenants shall be deemed to have been fully complied
with
- 18 All of the provisions, requirements, restrictions and conditions hereinabove set forth shall
be construed as covenants running with the land and binding upon the parties hereto and
their respective heirs, successors and assigns and it being the purpose and intent hereof
that such provisions, requirements and conditions shall ensure to the benefit and advantage
of the owner or owners of any of the farms or parcels of land in Pleasant Hill Estates
Section "B" and the same may be enforced and violations thereof may be restrained by
any such owners
- 19 Failure or neglect on the part of the grantor or of any owner of the land embraced in said
Pleasant Hill Estates Section "B" to demand or insist upon the observance of any such
provisions, restrictions or conditions or to proceed for the restraint of violation thereof
shall not be deemed a waiver of such violation or operate as an estoppel to restrain a
continuance thereof but any such restrictions, conditions, requirements, or provisions may
be enforced at any time notwithstanding violations which may have been suffered or
permitted theretofore
- 20 Any and all of these restrictions may be changed or waived by the written consent or
agreement of the owners of 75% of the land area within Pleasant Hill Estates Section "B"

STATE OF TEXAS
COUNTY OF DALLAS

Walter A. Utley
OWNER'S SIGNATURE

NOTARY PUBLIC

My Comm. Expires 10/1/04

Plat File 840 n+g

AMENDMENT TO PROTECTIVE COVENANTS
FOR PLEASANT HILL ESTATES - PART "A"
AND PLEASANT HILL ESTATES - SECTION "B"

Pursuant to the authority granted in the original Protective Covenants for Pleasant Hill Estates Part A and Pleasant Hill Estates - Section B, owners of 75% of the land within Pleasant Hill Estates - Part A and Pleasant Hill Estates - Section B have agreed to amend the protective covenants as follows:

Protective covenant number 9 which states "Only one single family residence shall be constructed on each farm and it must contain not less than 1400 square feet of heated living area on the first level or ground floor. In the event the residence is a two story or one and one-half story residence, then the ground floor heated area shall not be less than 1,200 square feet" is amended as follows:

9 Only one single family residence shall be constructed on each farm and it must contain not less than 2000 square feet of heated living area on the first level or ground floor. In the event the residence is a two story or one and one-half story residence, then the ground floor heated area shall not be less than 2000 square feet.

Except for the amendment herinabove described, the original Protective Covenants of Pleasant Hill Estates Part A and Pleasant Hill Estates - Section B shall remain in full force and effect.

Date August 18, 2000

Walter A. Uiley
WALTER A UILEY, OWNER

Vernelle S. Uiley
VERNELLE S UILEY OWNER

STATE OF MISSISSIPPI)
(COUNTY OF MARSHALL)

Personally appeared before me the undersigned authority in and for the County and State aforesaid, duly qualified, commissioned and acting the within named Walter A Uiley and wife Vernelle S Uiley, who acknowledged to me that they signed and delivered the above and foregoing Amendment To Protective Covenants For Pleasant Hill Estates - Part A And Pleasant Hill Estates - Section B on the day and year therein mentioned for the purposes therein stated as then free and voluntary act and deed.

Given under my hand and official seal of office, this 18th day of
August 2000

Maria D. Owens
(S B A L)

Maria D. Owens
NOTARY PUBLIC

My commission expires 1-21-2003

INDEXING INSTRUCTIONS Secs 21 and 22, Township 2 South, Range 3 West, 134
Marshall County, MS, Plat File 906B, Plat File 840A&B

THIS INSTRUMENT PREPARED BY:
JONES & SCHENELBERG, P.A.
PO BOX 417
HOLLY SPRINGS, MISSISSIPPI 38635
TELEPHONE (662) 252-3224

3 UILEY (1) and (2) and (3) pd