

STATE OF MISSISSIPPI
COUNTY OF JONES

HOLLY RIDGE SUBDIVISION
PROTECTIVE COVENANTS

1. No parcels or lots of the above described property shall be used except for residential purposes, but garage apartments and temporary structures are expressly prohibited. In addition to the single-family dwelling which may be constructed on each lot, a detached garage and one additional permanent detached building may be constructed not to exceed more than 1500 sq. feet. All such buildings must be architecturally compatible with the dwelling constructed or to be constructed on the lot.
2. No building or other structures may be constructed, erected, moved upon or otherwise placed upon any of said lots or parcels conveyed which are commonly known and described as modular homes, trailer or mobile homes.
3. No such detached single-family one story residence shall contain less than 1400 square feet of heated floor space, exclusive of porches and terraces, and no such single-family one and one-half or two story residence shall contain less than 2000 square feet of heated floor space, exclusive of porches and terraces.
4. No parcel shall be subdivided. Only single-family dwellings are allowed.
5. Each property owner will keep and maintain his yard and building or buildings in a clean and respectful manner. Each owner must prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on the property which shall tend to substantially decrease the beauty of the area. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate on any portion of the property. Garage doors must be used if garage to front of house and to public street.
6. Parking - Each residential building shall provide for off-street parking in the form of a paved or gravel driveway or concrete extending from the street paving to the garage or carport.
7. Front yards shall remain free and clear of vehicles, boats, trailers, and similar equipment other than for guest temporary parking of automobiles and residents temporary parking of automobiles.
8. No offensive activities shall be carried on any lot or dwelling.
9. Lights - The design and location of landscape lighting fixtures shall not be located near or in a manner that will adversely affect the outside enjoyment of the neighbors.
10. Trespass - No lot or any portion of any lot can be used for an entry way or street to adjoining properties, other than the easements recorded for utilities. No easement can be used as a road.
11. All dogs and cats owned by owners of the lots shall be kept behind a secured fence so as not to interfere with the peace and quiet use of a neighbor of his property. No more than a total of two domestic animals on one property, such as no more than one dog and one cat or two dogs. No horses, cows or farm animals on parcels. Garbage cans must be returned to a "hidden from view" site near or behind house by the day after garbage pickup. If a separate dog pen is to be used then said pen must be located at the rear and center of the property.

See attached
amendment.
Changed to
1600 sq ft
on 5/25/12

12. Any motor home owned by a lot owner shall be parked to the rear of his lot or behind the dwelling and there shall be no disabled or inoperative vehicles stored or parked on any lot.
13. These restrictions and covenants shall run with the land, lots or parcel conveyed and the title thereto, and shall be binding on all parties owning or claiming them by purchase, inheritance, devise or otherwise, for a period of thirty-five (35) years from and after this date, after which time covenants shall be automatically extended for such successive periods of ten (10) years. Notwithstanding, the Covenants, conditions, and restriction of this recording may be amended and/or changed in part with the consent of 90% of the lot owners (For this purpose each lot owner shall have one vote for each lot owned) if amended and/or changed during the 35 year period of this recording or thereafter said covenants may be amended or terminated with the consent of at least 75% of owners. In any such case such amendment or change must be evidenced by a document in writing bearing each of their signatures. All such documents must be recorded in the offices of the Chancery Clerk of the First Judicial District of Jones County, Mississippi.
14. If the owner or claimant of any of said property shall violate or attempt to violate any of the conditions, restrictions or covenants herein contained, then in such event any other person or persons owning any other property herein, or portions thereof, or interest therein may institute and prosecute in the appropriate proceeding or proceedings, either at law or in equity for the purpose of enjoining any such violation or attempted violation and/or damages therefore, but there shall be no forfeiture or reversion of title because of any such violations or attempted violations of any of the conditions or provisions, or restrictions contained herein.
15. If any one or more of the conditions, restrictions or covenants herein contained shall be held by any Court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity and effectiveness of the other restrictions and covenants contained herein.
16. Yard must be landscaped (shrubs and grass planted within 6 months of completion of home construction.)
17. Culverts under driveway must be of black plastic design of appropriate size.
18. In the event any dwelling is partially or completely destroyed by fire or other casualty, the owner of such dwelling shall promptly clear the lot or restore or reconstruct such dwelling at his own expense.
19. The description of property covered by these Protective Covenants and Building Restrictions is as follows:

The SW1/4 of the NW1/4, less one acre wide on the East side being 34.20 acres, more or less located in Section 31, Township 8 North, Range 11 West, First Judicial District, Jones County, Mississippi.
20. Roof:
 - (1) Style: Gable, Hip, Porch, Dormers, etc.
 - (2) Pitch (minimum 12/12)
21. Mailboxes: Mailboxes must be black, white or brown in color and mounted on treated 4 X 4 or 6 X 8 post and painted white or black in color. Also, brick mailboxes are encouraged.

22. Building Set Backs: The dwelling shall front on a public or private road and shall be set back from said road to a minimum of fifty (50) feet and shall extend no closer than fifty (50) to the rear property line of the parcel and no closer than twenty (20) feet to the side property line of the parcel, and where the side property line of the parcel shall be a public or private road, then shall extend no closer than twenty (20) feet to the side property line of the parcel. For the purposes of this restriction and covenant, open and enclosed porches shall be considered as a part of the dwelling but eaves and steps shall not be so considered.

See attached amendment -
changed to 50 feet from the 60 foot road right of way
2/14/13.

THANK YOU,
HOLLY RIDGE SUBDIVISION

Gary P. Hollimon
GARY P. HOLLIMON

Thomas Mac Haynes
THOMAS MAC HAYNES
Haynes Family
Limited Partnership

STATE OF MISSISSIPPI
COUNTY OF JONES

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, GARY P. HOLLIMON and THOMAS MAC HAYNES, who acknowledged that they signed and delivered the foregoing Covenants on the day and year therein mentioned.

Given under my hand and official seal of office on this the 15th day of May, 2007.

Dorcas A. Tippitt
NOTARY PUBLIC

My Commission Expires:
MY COMMISSION EXPIRES JUNE 7 2009

Prepared by:
Freida Gunn Collins
Attorney at Law
P.O. Box 190
Ellisville, MS 39437
(601) 477-9201

Return to:
Holly Ridge Subdivision
P.O. Box 265
Ellisville, MS 39437
(601) 477-8004

Holly Ridge Subdivision
P.O. Box 265
Ellisville, MS 39437

Indexing Instructions: SW1/4 of the NW1/4, Section 31, Township 8 North, Range 11 West, First Judicial District, Jones County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF JONES

AMENDMENT TO HOLLY RIDGE SUBDIVISION
PROTECTIVE COVENANTS

WHEREAS, it is the desire of the owner of the property described as follows to amend Item #3 of the Holly Ridge Subdivision Protective Covenants to the following:

The SW1/4 of the NW1/4, less one acre wide on the East side being 34.20 acres, more or less located in Section 31, Township 8 North, Range 11 West, First Judicial District, Jones County, Mississippi.

3. No such detached single-family one story residence shall contain less than 1600 square feet of heated floor space, exclusive of porches and terraces, and no such single-family one and one-half or two story residence shall contain less than 2000 square feet of heated floor space, exclusive of porches and terraces.

WITNESS MY SIGNATURE On this the 25th day of May, 2012.

HAYNES FAMILY LIMITED PARTNERSHIP, LP



MAC HAYNES, Managing Partner

STATE OF MISSISSIPPI
COUNTY OF JONES

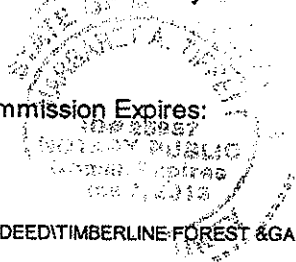
Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, **MAC HAYNES**, who acknowledged that he signed and delivered the foregoing **Amendment to Holly Ridge Subdivision Covenants, on behalf of Haynes Family Limited Partnership, LP**, on the day and year therein mentioned.

Given under my hand and official seal of office on this the 25th day of May 2012.



NOTARY PUBLIC

My Commission Expires:



Prepared by:
Freida Gunn Collins
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Holly Ridge Subdivision
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Ellisville, MS 39437

Indexing Instructions: *SW1/4 of the NW1/4, Section 31, Township 8 North, Range 11 West, First Judicial District, Jones County, Mississippi.*

STATE OF MISSISSIPPI
COUNTY OF JONES

AMENDMENT TO HOLLY RIDGE SUBDIVISION
PROTECTIVE COVENANTS

WHEREAS, it is the desire of the owner of the property described as follows to amend Item #22 of the Holly Ridge Subdivision Protective Covenants to the following:

The SW1/4 of the NW1/4, less one acre wide on the East side being 34.20 acres, more or less located in Section 31, Township 8 North, Range 11 West, First Judicial District, Jones County, Mississippi.
LESS AND EXCEPT PARCELS PREVIOUSLY SOLD.

22. Building Set Backs: The dwelling shall front on a public or private road and shall be set back from said road right of way to a minimum of fifty (50) feet **from the sixty (60) foot road right of way** and shall extend no closer than fifty (50) feet to the rear property line of the parcel and no closer than twenty (20) feet to the side property line of the parcel, and where the side property line of the parcel shall be a public or private road, then shall extend no closer than twenty (20) feet to the side property line of the parcel. For the purposes of

this restriction and covenant, open and enclosed porches shall be considered as a part of the dwelling but eaves and steps shall not be so considered.

WITNESS MY SIGNATURE On this the 14th day of February, 2013.

Mac Haynes
HAYNES FAMILY LIMITED PARTNERSHIP, LP

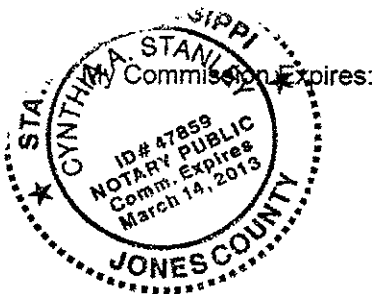
MAC HAYNES, Managing Partner

STATE OF MISSISSIPPI
COUNTY OF JONES

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, **MAC HAYNES**, who acknowledged that he signed and delivered the foregoing **Amendment to Holly Ridge Subdivision Covenants, on behalf of Haynes Family Limited Partnership, LP**, on the day and year therein mentioned.

Given under my hand and official seal of office on this the 14th day of February, 2013.

Cynthia A. Stanley
NOTARY PUBLIC



Prepared by:
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**Indexing Instructions: SW1/4 of the NW1/4, Section 31, Township 8 North, Range 11 West,
First Judicial District, Jones County, Mississippi.**

STATE OF MISSISSIPPI
COUNTY OF JONES

SECOND AMENDMENT TO HOLLY RIDGE SUBDIVISION
PROTECTIVE COVENANTS

WHEREAS, it is the desire of the owner of the property described as follows to further amend Item #3 of the Holly Ridge Subdivision Protective Covenants to the following:

***The SW1/4 of the NW1/4, less one acre wide on the East side
being 34.20 acres, more or less located in Section 31, Township
8 North, Range 11 West, First Judicial District, Jones County,
Mississippi.***
LESS AND EXCEPT ALL PARCELS SOLD.

3. No such detached single-family one story residence shall contain less than 1600 square feet of heated floor space, exclusive of porches and terraces, and no such single-family one and one-half or two story residence shall contain less than 2000 square feet of heated floor space, exclusive of porches and terraces.
Single-family is defined herein as "a group of persons, connected by blood, by affinity, or by law." Affinity is defined as "the relation that one spouse has to the blood relatives of

the other spouse; relationship by marriage.”

WITNESS MY SIGNATURE On this the 3rd day of June, 2014.

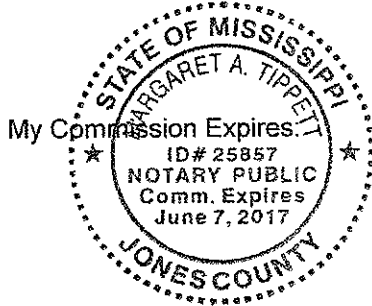
HAYNES FAMILY LIMITED PARTNERSHIP, LP

Mac Haynes
MAC HAYNES, Managing Partner

STATE OF MISSISSIPPI
COUNTY OF JONES

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, **MAC HAYNES**, who acknowledged that he signed and delivered the foregoing **Second Amendment to Holly Ridge Subdivision Covenants, on behalf of Haynes Family Limited Partnership, LP**, on the day and year therein mentioned.

Given under my hand and official seal of office on this the 3rd day of June, 2014.



Margaret A. Tippett
NOTARY PUBLIC