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04143

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, WILLIAM J. SHANKS and MARK S. JORDAN, being the owner of all that certain land and property lying and being situated in Madison County, Mississippi, consisting of Lots 1 through 87 and known as Hunter's Pointe I, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat B at Slide 92 thereof, and being desirous of imposing certain protection of itself and all further owners and purchasers of residential lots lying within said subdivision, does hereby covenant and agree respecting all of said lots in said Hunter's Pointe I, with all purchasers and future owners of each and any of said lots, that for a period of twenty-five (25) years from the date of this instrument the following protective covenants shall apply to each and every one of the above lots, to-wit:

1. All lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, plus a basement, if applicable, and a private garage for the use of the occupants of such single-family dwelling.

2. The term "residential purposes" shall generally be defined as single-family homes, and shall exclude all commercial and professional uses, and among other things, garage apartments, apartment houses, duplex and multi-family residences, profit or non-profit nursing homes, hospitals, and other similar private or charitable enterprises, and any and all such usages of this property are hereby expressly prohibited.

3. No garage or outbuilding on said property shall be used as a residence or living quarters, except by servants engaged on the premises during the terms of their employment.

FOR ASSIGNMENT  
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 STEVE DUNCAN, CHANCERY CLERK  
 BY: J. Cole D.C.

4. Each residence shall be provided with off-street parking in the form of a concrete driveway extending from the pavement on the street on which the residence faces to the garage or carport, or from the pavement on the street to the rear of such residence. All homes must have a 2 car (full size) attached carport or garage. No open carports shall face the front street.

5. No animals will be permitted to remain in Hunter's Pointe I, except dogs and cats as pets, and no fowl except birds that are caged as inside pets.

6. No trash, ashes or other refuse may be thrown or dumped on any of the lots.

7. No building material of any kind or character shall be placed or stored upon the said property until the owner is ready to commence improvements. Building material shall not be placed or stored in the street or between the curb and property line.

8. All driveways must be constructed of concrete and all houses must have front concrete walks extending to the driveway or the street.

9. Grass, weeds and vegetation on each lot bought shall be kept mowed at regular intervals by the owner, so as to maintain the same in a neat and attractive manner. Trees, shrubs, and plants which die shall be promptly removed from such lots. The above restrictions apply to all lots purchased before and after a home is built on the lot. Until a home or residence is built on a lot, THE DEVELOPER may, at its option and in its discretion, have dead trees removed from the property and mow and remove debris, and the owner of such lot shall be obligated to reimburse the DEVELOPER for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.

10. No fence, wall or hedge shall be placed on any of the said lots nearer to any street than is permitted for the house on said lot. Any fence or wall constructed on any lot shall be constructed of cedar, cypress, redwood or brick.

(CHAIN LINK FENCES ARE PROHIBITED!)

11. No clothesline shall be erected or maintained on any of said lots, nor shall laundry be hung, where exposed to view of the public or other lot owners; provided, however, that such usages shall be permissible where a fence is constructed of cedar, cypress, redwood or brick, which fence shall be of sufficient height and density to screen such clothesline and laundry from view.

12. TWO (2) TREES OF THE OAK (QUERCUS) FAMILY OF AT LEAST SIX (6) FEET IN HEIGHT MUST BE PLACED IN THE FRONT YARD OF EACH LOT AT COMPLETION OF THE CONSTRUCTION OF THE HOUSE.

13. Other restrictions applicable to each lot may be made by appropriate provision in the deed, without otherwise modifying the covenants and provisions contained herein, and such other restrictions shall inure to the benefit of all parties in the same manner as though they had been originally expressed herein.

14. If a garage, servant's house or other outbuilding is made an integral part of the residence, or is connected thereto, the set back distances from lot lines become identical with those stipulated for the residence itself.

15. No tent, shack, basement, barn or other outbuilding erected or located on any of the above described lots shall at any time be used as a residence, either temporary or permanent, nor shall any structure of a temporary character be used as a residence.

16. No farm machinery, equipment, trailers, tractors or trucks larger than three-quarter (3/4) ton pick-up trucks shall be permitted to be parked or left standing overnight on any lot or street in said subdivision. This restriction, however, shall not apply to the use of vehicles for the delivery of goods to, or services or maintenance for the benefit of houses in the subdivision, or in the construction of any residence on the lots.

17. No privy, cess-pool, septic tank field or disposal plant shall be erected or maintained on any of the said lots, and all residences and outbuildings shall have the plumbing connected to the available sanitary facilities.

18. No obnoxious or offensive trade or activity shall be conducted on the above described lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

19. No lot or lots may hereafter be subdivided so as to create a building plot of less than 10,625, square feet; however, nothing in this paragraph shall prohibit the building of a residence on any lot of said subdivision as originally platted.

20. A lot owner, in building or causing to be built the original dwelling on any lot in Hunter's Pointe I, shall not substantially duplicate the exterior elevation, including design or architecture, of any other dwelling then existing on the same street within four hundred (400) feet within Hunter's Pointe I, For the purpose of this paragraph, a dwelling shall be considered in existence from the time excavations for the foundations are begun until said dwelling is removed from the development or is destroyed.

21. No dwelling shall be permitted on any lot at a cost, exclusive of lots, of less than Fifty Thousand Dollars (\$50,000.00), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The livable ground floor area of the main structure, exclusive of open porches and garages, shall not be less than nine hundred (900) square feet for a dwelling of one and one-half or two stories, it being understood that in no case shall the total livable floor area on Lots 1-27 Hunter's Pointe I, be less than one thousand six hundred (1,600) square feet, and Lot 28-87 having no less than Fourteen hundred total liveable square feet. No house shall have a roof with a pitch less than 7/12.

22. No building shall be located on any lot nearer than thirty feet to the street it faces. No building shall be located nearer than ten feet to any interior lot line, or nearer than twenty-five feet to the rear lot line. Eaves of buildings located within the set back lines provided in this paragraph may extend across said set back lines, but shall not extend across any lot lines. Accessory buildings, when detached from the main building shall be set back to the rear of the rear line of the main building on said lot and shall be screened from street view by a cedar, cypress, redwood or brick fence, not less than six (6) feet in height, and said accessory building shall not be located nearer than two (2) feet to the side lot line.

22a. No satellite dish may be erected without approval from the Home Owners Association of said subdivision. Specifically the location must be that it would not adversely affect the neighbors in a direct or indirect manner.

23. In the event any person shall own two or more adjacent building lots, and shall desire to construct a dwelling occupying a portion of both of said adjoining lots as a building site, then the restriction as to the dividing line between the said adjoining lots shall not apply insofar as it restricts the placing of any dwelling nearer than the number of feet set out in No. 22 to a side lot line, but all other restrictions herein contained shall apply to the same extent as if said dwelling had been built on a single building lot.

24. THE DEVELOPER SHALL APPROVE THE PLOT PLAN AND THE PLANS AND SPECIFICATIONS FOR ALL HOUSES BUILT IN THE SUBDIVISION PRIOR TO ANY CONSTRUCTION.

25. No antennas, Citizen Band or otherwise that require towers or guide wires, shall be permitted on any lot in said subdivision at any time.

26. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Hunter's Pointe I.

27. All of the restrictions and covenants appearing herein as well as those appearing in a deed or other conveyance of any of said lots shall be construed together, but if any one of the same shall be held to be invalid by judgment or court decree, or for any other reason is not enforced or enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

28. If any owner or owners of any lot so subdivided and platted, and thereby bound by these covenants, or their heirs, devisees, assigns or successors in title, shall violate or attempt to violate any of the covenants herein, any other person or persons owning any of said lots may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from so doing, or to recover damages for such violation. All of the terms and provisions set forth and contained herein shall be specifically enforceable.

These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of this instrument, at which time the covenants shall be automatically extended thereafter for successive ten (10) year periods, unless two-thirds of the then owners of lots in Hunter's Pointe I, shall, by written instrument filed and recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, at any time after the date of this instrument, agree that these covenants shall either be changed in whole or in part, or agree that the same shall be terminated and rendered null, void, and of no further effect.

IN WITNESS WHEREOF, WILLIAM J. SHANKS and MARK S. JORDAN has executed the above and foregoing instrument of Protective Covenants, this the 7 day of May, A.D., 1986.

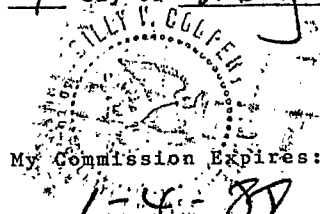
By: Mark S. Jordan  
Mark S. Jordan

BY: William J. Shanks  
William J. Shanks

STATE OF MISSISSIPPI  
COUNTY OF MADISON

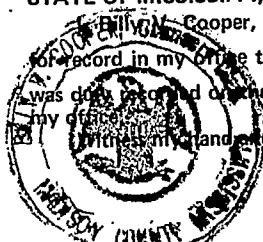
PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the said county and state, the within-named MARK S. JORDAN and WILLIAM J. SHANKS, who after being first duly sworn on oath by me, stated that they signed, executed and delivered the above and foregoing Protective Covenants, for the intent and purposes therein expressed, on the day and year therein mentioned.

GIVEN under my hand and official seal of office, this the 7 day of May, A.D., 1986.

  
My Commission Expires: 1-4-88

Billy V. Cooper  
Chancery Clerk  
by N. Wright, DC

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 7 day of May, 1986, at 9:50 clock a M., and was duly recorded on the 7 day of MAY, 1986, Book No. 589 on Page 319 in my office.

Witness my hand and seal of office, this the 7 day of MAY, 1986.  
BILLY V. COOPER, Clerk  
By K Gregory, D.C.