

PROTECTIVE COVENANTS FOR TRACEVIEW ESTATES SUBDIVISION
OF THE FIRST JUDICIAL DISTRICT OF CHICKASAW COUNTY,
MISSISSIPPI

STATE OF MISSISSIPPI)

COUNTY OF CHICKASAW-)

The undersigned, Traceview Estates, Inc., a Corporation domiciled in the County of Chickasaw, State of Mississippi, and the owner of that certain property situated in the First Judicial District of Chickasaw County, Mississippi, known as the Traceview Estates Subdivision, as shown by the Official Map or Plat thereof now on file in the Office of the Chancery Clerk of said County and State in the Courthouse in the City of Houston, Mississippi, does hereby covenant and agree with all purchasers and future owners of all lots in said Subdivision that from this date until the 1st day of July, 2023, the following Protective Covenants shall apply to all property in said Traceview Estates Subdivision, to-wit:

1. All lots in the said Subdivision shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one (1) single-family dwelling, not to exceed two (2) stories in height, and a private garage and other outbuildings incidental to the residential use of each lot, including servants' quarters separate or in connection with the residence or garage incidental thereto and gazebos, decks and

piers incidental thereto.

2. No building or dwelling shall be constructed and erected less than forty (40) feet from any street right-of-way.

3. All plans and specifications for the construction or any dwelling in the Traceview Estates Subdivision must be approved by Traceview Estates, Inc. or its designated agent or representative prior to the beginning of any construction.

4. No trade or commercial activities shall be maintained on any lot, nor shall anything be done thereupon which may be or become an annoyance or nuisance to the neighborhood.

5. All dwellings built in this Subdivision must be equipped and serviced by a sewerage treatment plant.

6. No dwelling shall be constructed on a lot having an area of less than two (2) acres.

7. No trailer, pre-manufactured home, basement, tent, shack, garage, barn or other outbuilding erected in the Subdivision. shall be used at any time as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. No inoperative or junk vehicles of any kind, and no junk appliances of any kind shall be permitted on any lot or portion thereof.

9. No dwelling consisting of less than one thousand eight hundred (1,800) square feet of floor space, exclusive of porches,

breeze-ways and garages and carports, shall be permitted on Lots 19 through 46, and on Lots 62 through 67 in this Subdivision.

10. No dwelling consisting of less than one thousand six hundred (1,600) square feet of floor space, exclusive of porches, breeze-ways and garages and carports, shall be permitted on Lots numbers 1 through 18, and numbers 47 through 61 in this Subdivision.

11. The covenants, restrictions and conditions set forth herein pertaining to the Traceview Estates Subdivision are to run with the land, and shall be binding on all parties and all persons claiming under them, or purchasing any real estate in said Traceview Estates Subdivision, until the 1st day of July, 2023, at which time said covenants shall be automatically extended for an additional period of ten (10) years, unless by a vote of the majority of the then owners of the lots in said Subdivision it is agreed to change the covenants in whole or in part.

12. A fifteen (15) foot utility easement is hereby reserved along both sides of all roads or streets and cul-de-sacs in this Subdivision for use by Natchez Trace Electric Power Association and others in providing utility services to the future owners of these lots. The developers have signed a standard form easement for the poles, guys and anchors in favor of Natchez Trace EPA, which is recorded in Book 711 at Page 123 of the land records of

Chickasaw County, Mississippi. Future lines built by the Natchez Trace EPA shall be built under provisions of this easement on (and adjacent to) these 15 foot wide easement areas.

13. All owners of lots in this Subdivision must mow and maintain the lot or lots of which they are owners at least twice (2) a year. Failure to do so shall give the Subdivision owner the right to mow said lot at the expense of the owner of the lot.

14. All owners of property in Traceview Estates Subdivision shall be assessed the sum of \$50.00 for each lot owned which sum shall be due and payable on or before June 1 of each year to Traceview Estates, Inc., and said funds to be deposited into a fund designated as the "Traceview Estates Maintenance Account," and said payments to continue on the same date each year until there shall have been produced a fund of Five Thousand Dollars (\$5,000.00). Said funds to be held in trust and used for the purposes of maintenance of streets, lakes and parks only in said Subdivision. Upon funds being expended out of said Maintenance Account for the aforesaid purposes, an additional annual assessment shall be made against said property on a pro-rata basis per lot not to exceed \$50.00 per annum until said fund shall again reach the sum of Five Thousand Dollars (\$5,000.00).

15. If the Covenantor hereto, or any successor in title to any one or more lots in said Subdivision, or any purchaser or owner of any lot, or lots, or portions thereof, shall violate or

attempt to violate any of the covenants, restrictions and conditions expressed herein, it shall be lawful for any other person or persons owning any real property situated in the said Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing, or to recover damages or other dues from such violation or both, insofar as provided by law.

16. Invalidation of any of these covenants, restrictions or conditions by judgments or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Corporation has caused its Corporate Name to be hereunto subscribed by its President, and its duly attested Corporate Seal to be hereunto affixed by its Secretary, all in the First Judicial District of of the County of Chickasaw, State of Mississippi, on this the 10th day of September, 1998.

TRACEVIEW ESTATES, INC.

BY:

Robert L. Kilgore
PRESIDENT



Rebecca A. Kilgore
SECRETARY

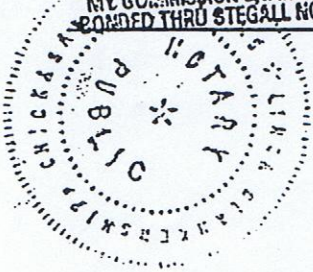
STATE OF MISSISSIPPI)
COUNTY OF CHICKASAW-)

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the above and within-named Robert L. Kilgore and Rebecca A. Kilgore, who severally and individually acknowledged that they are President and Secretary, respectively, of Traceview Estates, Inc., a Mississippi Corporation, and that for and on behalf of said Corporation, and as its act and deed, they signed, sealed, executed and delivered the above and foregoing Protective Covenants for Traceview Estates Subdivision of the First Judicial District of Chickasaw County, Mississippi, for the purposes mentioned on the day and year therein named, they having first been duly authorized so to do.

Given under my hand and official seal of office, this the 10th day of September, 1998.

MY COMMISSION EXPIRES:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 7, 2002
BONDED THRU STEGALL NOTARY SERVICE

Brida Blankenship
NOTARY PUBLIC



R6186

CHICKASAW COUNTY, MISSISSIPPI 1ST DISTRICT
THIS INSTRUMENT WAS FILED FOR RECORD
DATE 9-11-98 TIME 4:30 PAID \$ 6.00
BK. 711 PAGE 144-149 RECORDS \$6 1 \$10
ABSTRACTING @ \$1 MARG. ENTRY @ 50c
1ST PAGE @ \$5 2ND PAGE(S) @ \$2
MINERAL STAMPS O & G LEASE @ \$12

DAVID THOMAS, CHANCERY CLERK
BY: *Linnée Mungar* o.c.
Ref: Traceview Estates
P.O. Box 91
Houston MS 38851

