



RESTRICTIVE COVENANTS

HUNTERS TRACE SUBDIVISION

PHASE II

- 1.) All lots in the subdivision shall be known and described as residential lots and are not to be re-subdivided. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling.
- 2.) No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications, and plot plan, showing the location of such building, shall have been approved in writing as to conformity and harmony with existing structures in this subdivision, and as to location of building with respect to topography and finished ground elevations, by Hunters Trace Development Corporation, or its duly appointed representative. Failure of resident or purchaser to comply with this requirement will result in a \$1000.00 penalty plus any other damages allowable by law. All are payable to Hunters Trace Development Corporation. Also, a stop work order will be obtained by Hunters Trace Development Corporation or its duly appointed representative. In the event that Hunters Trace Development Corporation or its duly appointed representative fails to act on said plans and specifications within a period of thirty days after said plans and specifications have been submitted to them, such approval will not be required and the covenant will be deemed to have been fully complied with. Neither Hunters Trace Development Corporation nor its duly appointed representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of Hunters Trace Development Corporation and/or its representative, as concerns this development, shall cease on and after January 1, 2025. Thereafter, the approval described in this covenant shall not be required unless prior to said date, and effective thereon, a written instrument shall be executed by the record owners of the majority of the lots in this subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by Hunters Trace Development Corporation and/or its duly appointed representative.
- 3.) No building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 20 feet to the side lot line, or nearer than 25 feet to the rear lot line. On corner lots, the setback along streets shall be 30 feet from the right of way line, and the setback on all other sides shall be 20 feet. Exceptions necessitated by the unusual topography of a particular lot may be allowed by the Hunters Trace Development Corporation or its duly appointed representative.
- 4.) Easements for installation and maintenance of utilities and drainage facilities are reserved as follows: easement widths shall be 15 feet along front and rear lot lines and 10 feet along side lot lines, and on corner lots easement widths shall be 15 feet along street right of way lines and 10 feet along all other lines, unless the plat of the subdivision indicates otherwise, in which case such easements shall be shown on said plat.

5.) Any carport/garage constructed shall open to the side or rear of the lot and, in any case, the contents therein shall not be plainly visible from the front property line or the street. No barn style shutters shall be placed on any improvements constructed on the property.

6.) No noxious or offensive trade or activity shall be carried on upon any lot in this subdivision, nor may anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood.

7.) No trailer, basement, tent, shack, barn or other outbuilding erected in this subdivision shall at any time be used as a residence, neither temporarily nor permanently, nor shall any structure of a temporary nature be used as a residence.

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

9.) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

10.) No fence shall be erected between the street and building setback lines unless it is of the design of a certified landscape architect, is decorative wood or wrought iron style, and poses no hazard to street traffic. Any mechanical, service, transmission, or receiving equipment shall be concealed from frontal or street view either by natural vegetation or aesthetic screen structure. In any case, such above mentioned equipment must not significantly detract from the aesthetics of the premises. No common or commercial style utility pole shall be placed on the front or street side of any residence in this subdivision other than that which is necessary to provide the primary electric service to the lot. Recreational vehicles, campers, boats, trailers, and portable sheds must be kept in the rear yard or garage. No commercial vehicles may be parked overnight on any street in this subdivision. Variances may be granted by Hunters Trace Development Corporation under a review procedure for all subjects in this section.

11.) Each property owner shall be responsible to maintain and to mow that portion of the street right of way that is between the owner's front or street-side lot line and the edge of the asphalt paving.

12.) The residence to be constructed on each lot shall contain not less than 1850 square feet of heated living area.

Phase II - 1850 Sq. Ft. Heated Living Area

15-1600 heated Phase I
1850 sq. ft. Phase II

13.) All entrance decoration, roadside landscaping, and community lighting, decorating and planting which has been installed by the developer shall be left undisturbed, except for required routine maintenance. Alterations may be made to these elements by the Hunters Trace Civic Association under the guidance of a certified landscape architect. The maintenance of community decorating and landscaping shall be by a subdivision owner's association known as Hunters Trace

Civic Association. Alterations to community landscaping must be the design of a certified landscape architect and approved by the affirmative vote of sixty percent (60%) of the lot owners (one vote per lot). By virtue of ownership of a lot or any interest herein (except as to lien holders and trustees and substitute trustees in deed of trust and mortgages) such owner shall be deemed thereby to be a member of the Hunters Trace Civic Association (hereinafter the Association) and to have promised to pay and shall become liable to pay, jointly and severally, to the Association such annual dues and assessments in the sum of \$15.00 per lot or as may hereafter be set by the Association. Such membership shall be appurtenant to and may not be separated from ownership of a lot or interest therein. The Association may set said dues and assessments annually in a maximum sum not to exceed the sum of ten percent (10%) of the amount of county ad valorem taxes due on an improved lot in the subdivision having due thereon the least amount of such county ad valorem taxes and assessments due as compared to any other improved lot in the subdivision. These dues and assessments shall be due and payable for the preceding calendar year on or before the first day of January beginning the year immediately following the year in which the homeowners organize and elect officers for the Association. Any dues and assessments not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eight percent (8%) per annum (the total liability for payments in the nature of interest shall not exceed the limits imposed by the usury laws of the State of Mississippi). The Association may bring an action at law against the owner personally obligated to pay the same or may foreclose the hereinafter described lien against the lot. These dues and assessments shall constitute a lien against the lot. The said dues and assessments and the said lien therefor shall be and they are hereby deemed to be inferior to and subordinate to any valid recorded deeds of trust and mortgages and to ad valorem taxes and assessments. The sale or transfer of any lot, or interest therein, pursuant to a valid deed of trust and/or mortgage foreclosure or any proceeding in lieu thereof, and any valid tax sale, shall extinguish the said lien and the dues and assessments secured thereby as to such dues and assessments which became due prior to such sale or transfer; no such sale or transfer shall relieve such lot from liability for any dues and assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of any lot shall not affect the said lien or the said dues and assessments secured thereby. All By-Laws adopted and all actions undertaken by the Hunters Trace Civic Association shall be subject to these restrictive covenants and these restrictive covenants shall control and govern in the event of any conflicts between such By-Laws or actions and these restrictive covenants.

14.) Invalidation of any of these restrictive covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

15.) These covenants are to run with the land and shall be binding on all of the parties and persons claiming under them until January 1, 2025, at which time said covenants shall automatically be extended for successive periods of ten years unless, by a vote of the majority of the then owners of lots, it is agreed to change said covenants in whole or in part.

16.) 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 inure to the benefit and advantage of the owner or

owners of any of the lots, or parcels of land, in Hunters Trace Subdivision and the same may be enforced and violations thereof may be restrained by any such owners.

17.) No failing or neglect on the part of the Grantor or of any owner of the land embraced in said Hunters Trace Subdivision to demand or insist upon the observance of any such provisions, restrictions, or conditions or to proceed for the restraint of violations thereof, shall 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 thereof may have been suffered or permitted theretofore; nor shall a waiver of any such provisions, requirements, restrictions or conditions in any particular be deemed a waiver of any other default thereunder, whether of the same or of a different nature.

18.) The Hunters Trace Development Corporation reserves and shall have the right (A) to amend these covenants and restrictions, but all such amendments shall conform to the general purpose and standards of the covenants and restrictions herein contained, (B) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (C) to include in any contract or deed or other instrument made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (D) to release any building plot from any part of the covenants and restrictions (including, without limiting the foregoing, building restriction lines and provisions hereof relating thereto) if the Hunters Trace Development Corporation, in its sole judgement, determines that such release is reasonable and does not substantially affect any other building plot in an adverse manner.

19.) Any or all of these restrictions may be changed or waived by the written consent or agreement of the owners of 75% of the lots in said subdivision.