

**RESTRICTIVE AND PROTECTIVE COVENANTS
OF HUNTER'S RIDGE SUBDIVISION, PART THREE**

KNOW ALL MEN BY THESE PRESENTS that the undersigned, H. R. DEVELOPMENT, INC., being the owner of all that certain land and property lying and being situated in Section 17, Township 6 North, Range 1 West, Clinton, Hinds County, Mississippi and known as HUNTER'S RIDGE SUBDIVISION, PART THREE, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book _____, Page _____ thereof, and being desirous of imposing certain protection of itself and all future owners and purchasers of residential lots lying within said subdivision, does hereby covenant and agree respecting all of said lots in said HUNTER'S RIDGE SUBDIVISION, PART THREE, 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 lots, to-wit:

1. A Homeowners Association shall be formed with the assistance of the Developer. The Association will be a non-profit corporation, and each owner by acceptance of the ownership of any property within said HUNTER'S RIDGE SUBDIVISION, PART THREE shall automatically become a member of said Association, and shall be bound by the privileges and obligations allowed by the Association, which privileges and obligations may change from time to time. The Association shall provide for assessments against all lots, and such assessments shall act as a lien against said lots, but always subordinate and junior to any first and second mortgages on said lots.

2. All lots shall be known, described and used as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any of said lots other than a one family dwelling, not to exceed two and one-half stories in height. All porches, storage areas, garden houses, etc., must be attached to said dwelling house and be constructed so as to constitute one building only, except that one ancillary building in keeping with the overall architecture and scheme (including materials and colors) of the

dwelling will be permitted provided it is on a poured concrete foundation and is not visible from any public street within the subdivision.

3. No residence, or any other building, shall be located on any lot, except as in compliance with the set back restrictions of City of Clinton ordinances.

4. Each residence shall be provided with off-street parking in the form of a concrete driveway extending from the pavement on the street of which the residence faces to a two car garage or carport, which garage or carport must be attached to the dwelling. Those residences having a carport must attach it only to the rear of the dwelling. Garage doors must remain closed at all times, except for the expected temporary uses and purposes of garages. No carport shall be allowed on corner lots.

5. No dwelling shall be constructed on any lot which contains less than 1,800 square feet of heated floor space, exclusive of open porches and garages.

6. No structure of temporary character, such as a trailer, mobile home, RV, tent, shack, garage, basement, or accessory building shall be used on any lot as a dwelling, temporarily or permanently.

7. No camper, mobile home, trailer, motorcycle, RV, three-wheeler, boat, or similar item shall be permitted on any lot in the subdivision, except that it be stored in a closed garage, or kept at the rear of the residence and not visible from any public street, or subdivision lot.

8. No commercial type vehicles and no trucks, except pick-up trucks, shall be stored or parked on any lot except in a closed garage, nor parked on any residential street in the subdivision, except while engaged in transport to or from dwelling. No motor vehicles of any kind will be allowed to be parked on any residential street in the subdivision, except for temporary purposes.

9. All lots in the subdivision, whether vacant or occupied by dwellings, shall be kept free of accumulation of brush, trash, rubbish, garbage, or other waste or materials which may constitute a fire hazard or render the lot unsightly, provided, however, that this shall not operate to restrict the storing of firewood in neat stacks on lots on which there are dwellings. Burning of trash will not be permitted except on those lots on which construction is in process. All trash and garbage shall be placed for disposal in plastic or

metal containers, which shall be kept in a clean, sanitary condition, and removed from the streets on the day of garbage pickup.

10. No animals, livestock, or poultry of any kind shall be housed, raised, or kept on any lot temporarily or permanently, except that commonly accepted domestic household pets may be kept provided they are not kept or maintained for any commercial purpose, and provided they shall be kept on the lot owner's property and not allowed to molest domestic servants, postmen, yard workers, or passersby. No more than two household pets shall be allowed per lot.

11. No clotheslines will be permitted. No swimming pool filter tanks, fuel tanks, antenna, aerial, radio or television broadcasting or receiving device, shall be visible from any public street, or subdivision lot. No basketball goal shall be installed on drive-ways and/or turn-arounds but shall be placed at rear of residence.

12. No noxious or offensive conduct or activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the subdivision. No garage or carport or similar sales shall be held within the subdivision.

13. No sign of any character shall be displayed or placed upon or within any of the lots or dwellings except one professional sign of not more than six (6) square feet in area per side advertising the property for sale.

14. Each dwelling shall display its house numbers as near to the front entrance door as is reasonable, with not less than four inch high raised polished brass, letters, visible from the street.

15. At the time of the construction of the dwelling the builder shall construct a sidewalk in accordance with the requirements and the specifications of the City of Clinton, MS, which sidewalk must extend along the street for the entire width of the lot and must be constructed on the grade and in the locations as approved by the City of Clinton. Sidewalks shall be constructed along both sides of all streets, and shall have a finish to match the sidewalks in HUNTER'S RIDGE SUBDIVISION, PART ONE and PART TWO.

16. No fences shall be allowed in the subdivision except vertical wood planking of the type material and construction and appearance of any fence theretofore approved by the subdivision owner, developer, or Architectural Control Committee (ACC). At the time of the construction of the dwelling on any lot the builder shall construct a vertical wood planking fence along the side or sides of the lot that constitute part of the perimeter of the subdivision. Such fence, and any interior fence, shall be of the type material and construction, and be of the height, location and finish as required by the subdivision owner, developer, or Architectural Control Committee (ACC).

17. No mailboxes shall be located on said lots or dwelling other than as originally installed or required by the subdivision owner, developer, or Architectural Control Committee (ACC).

18. At the time of the construction of the dwelling the builder shall landscape the dwelling on all sides visible from any street; and fully sod or seed and straw to prevent any erosion, and plant in the front or side yards at least two trees of at least two (2) inch diameter at trunk base, as required by the subdivision owner, developer, or Architectural Control Committee (ACC). During grass growing season, the lot owner shall keep the grass cut at least on a two week interval, and at all times maintain the lot in a pleasing appearance.

19. Construction of a dwelling shall commence (and proceed toward completion) within eighteen (18) months from the date of purchase of the lot from the subdivision owner, or developer.

20. The subdivision owner or developer, reserves the right to appoint, remove, and substitute no more than three (3) persons or entities to act as an Architectural Control Committee (ACC) for the purpose of the approval of all plot plans, house plans, and detached building plans, and for other ancillary matters relative to the construction on the lots within said subdivision. All plans shall be submitted for approval to the subdivision owner, developer, or Architectural Control Committee (ACC) at least thirty days prior to the commencement of any construction. Approval from the subdivision owner, developer, or Architectural Control Committee (ACC) shall be given by signature on the construction plans which are to be submitted to the City of Clinton, MS for permit

purposes. The approval of any matter of construction that does not require a city permit, such as fences, landscaping, mailboxes, house numbers, etc., shall be given by the subdivision owner, developer, or Architectural Control Committee (ACC) on the plot plan showing the proposed construction. A copy of all plans will be provided for the subdivision owner, developer, or Architectural Control Committee (ACC) files at the expense of the lot owner. The subdivision owner, developer, or Architectural Control Committee (ACC) responsibility shall be limited to making its best judgment as to the requirements of construction necessary to provide a reasonable continuity of building styles, materials, and control within the subdivision. In addition to all other covenants and restrictions set forth in this instrument, the requirements of the subdivision owner, developer, or Architectural Control Committee (ACC) shall not be changed by any lot owner during the five years immediately following completion of construction of the dwelling, unless waived by the subdivision owner, developer, or Architectural Control Committee (ACC) in writing.

21. All common areas in the subdivision shall be owned and maintained by the owner/developer of said subdivision until such time the owner/developer chooses to transfer them to the HUNTER'S RIDGE Homeowners Association. At such time as all common areas are deeded to said association by the owner/developer of the subdivision, the association shall own and maintain said common areas.

22. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall terminate unless they are extended in whole or in part by an instrument executed by a majority of then owners of the lots of said subdivision and filed for record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, prior to the expiration of these covenants, provided, however, the covenants herein contained may be amended or deleted at any time with the written consent of the owners of at least (65) percent of the lots in said subdivision, exclusive of their mortgagees.

23. Enforcement shall be by proceedings at law or in equity against any person, or persons, violating or attempting to violate any covenant either to restrain violation or

to recover damages. It is expressly set forth that the undersigned owners causing these Amended Restrictive and Protective Covenants to be established, shall not be required to enforce the same for any future owner or owners, or mortgagees.

24. Invalidation of any one of these covenants by judgment or court order shall in not way affect any of the other provisions, which remain in full force and effect.

WITNESS OUR SIGNATURES, on this the ___ day of _____, 1999.

H. R. DEVELOPMENT, INC.

By: _____

J. Frank Pucylowski, President

STATE OF MISSISSIPPI

COUNTY OF

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named J. FRANK PUCYLOWSKI, who acknowledged to me that he is President of H. R. DEVELOPMENT, INC., a Mississippi Corporation, and who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for and on behalf of H. R. DEVELOPMENT, INC., he being first duly authorized so to do by said Corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ___ day of _____, 1998.

NOTARY PUBLIC