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BOOK 628 PAGE 160
PROTECTIVE COVENANTS
TRACE RIDGE SUBDIVISION
PART 1

6296

WHEREAS, First Southeast Corporation, a Mississippi Corporation is the owner of all lots situated in Trace Ridge Subdivision, Part 1, a subdivision in the Town of Ridgeland, Madison County, Mississippi, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Cabinet C at Slide 11; and

WHEREAS, said owner desires to impose certain Protective Covenants upon said Subdivision for the protection and benefit of all purchasers, the present and future owners;

NOW THEREFORE, in consideration of the advantages to accrue through such Protective Covenants and for other good and valuable considerations, said owner hereby covenants and agrees with any and all purchasers and owners of a lot or lots in Trace Ridge, Part 1, that the following protective and restrictive covenants shall apply to all lots in Part 1 of said Subdivision, which are described as follows:

Lots 1 through 100, Trace Ridge Subdivision, Part 1, a Subdivision in the City of Ridgeland, Madison County, Mississippi, as shown by the map or plat thereof in Cabinet C at Slide 11 in the office of the Chancery Clerk of Madison County, Mississippi, reference to said map or plat being hereby made in aid hereof.

1. COMMON AREAS AND HOMEOWNERS ASSOCIATION: Shown and depicted on the Plat are areas designated as "Common Areas" or "Landscape Areas", which are intended to be set aside as, and declared to be and constitute, a village common area of and for the benefit of Trace Ridge, and as such, shall be held and owned by First Southeast Corporation, for the common use, benefit, and enjoyment of those persons who hereafter may own any one or more of the lots in Trace Ridge.

In conjunction with the development of Trace Ridge, said owners intend to and hereby reserve and retain the right and authority to construct or cause to be constructed permanent decorative signs, permanent decorative fences, and other improvements, the type, design, size, appearance, and exact location of which shall be determined solely by the owners.

Henceforth all costs incidental to the use, upkeep, improvement, and ownership of "Common Area," including but not limited to all such costs with respect to the said signs, fences, and other improvements to be constructed thereon, shall be paid by First Southeast Corporation until such time that 75% of lots in Trace Ridge Subdivision have been sold, at which time, all further costs incidental to the use, upkeep, improvement, and ownership of the "Common Area" shall be paid through maintenance assessments imposed by Trace Ridge Community Home Owner Association, a Mississippi nonprofit corporation, which subsequent owners and purchasers may organize for the protection and benefit of all purchasers, present and future.

2. LOT USE: 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 and a private garage or carport for not more than three cars or less than two cars. No carport shall face any street in said Subdivision, and all private garages facing any street shall have garage doors. No mobile homes shall be allowed to be placed on any residential lot, either temporarily or otherwise. In no case shall any one lot or any combination of more than one lot be redivided or subdivided or otherwise combined other than such lots are indicated on the aforementioned Plat or Survey. No commercial ventures or businesses may be initiated, effectuated or consummated on any lots within said development. No kennels shall be placed on any lot for commercial purposes so as to constitute a source of annoyance or nuisance to any persons owning property in or residing in the development.

All wiring has been run underground and other than those for street lighting, no poles have been erected to mar the appearance of the streets. All service lines from residences to the street, which includes electrical, telephone, and television cables, shall be run underground.

3. RESTRICTIONS AS TO QUALITY AND SIZE: No structure shall be erected, altered, placed, or permitted to remain on any

residential lot or lots unless it shall possess a minimum of Fourteen Hundred (1,400) square feet of heated floor area. Living areas are heated spaces including utility and storage rooms opening directly into main portion of house and wall thicknesses. As to quality, all houses shall comply with or exceed the Minimum Property Standards of the Federal Housing Administration under the single-family 203-B program. The exterior of all outbuildings and garages detached from the residential dwelling shall conform to the residential dwelling as to material and quality of workmanship.

4. NUISANCES: No noxious or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any persons owning property in or residing in said development. No inoperative machinery, automobiles or other vehicles shall be allowed to remain or to be maintained in any street of this development or in any yards, or any lots or upon any driveways to or from any lots. Campers, any recreational vehicles, boats or trailers may be parked only to the rear, screened from front view. All lots shall be kept and maintained in attractive order so as not to become a source of annoyance or nuisance to any persons owning property in or residing in the development; the developer or appropriate governing agency shall have the power to correct any such nuisances or annoyances with the particular lot owner bearing the cost of the corrective action. No out door clothes drying shall be allowed except in areas shielded from view of the streets. All vacant lots must be kept maintained and weeds and grass cut.

5. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

6. GARBAGE, REFUSE OR WASTE: No lot shall be used or maintained as a dumping or collection ground for any items of garbage waste, refuse trash or items of a similar nature, except as such items may be present on a given lot for a temporary period of time as may be necessary to secure the removal thereof

from a given lot, and in that circumstance, the same shall be maintained and kept in sanitary conditions.

7. MULTIPLE LOT OWNERSHIP: No restrictions herein shall prevent any person from owning more than one lot; and in such cases, the set back restrictions as set out by the City of Ridgeland, Mississippi, shall apply to the outside boundaries of any such lot regardless of whether such outside boundary lines coincide with plot lot lines or not.

8. VISUAL BARRIERS: No fence, wall or lot enclosure may project to a point nearer the street than the front set back lines or the side street set back line, or adjoining property, except that shrubbery not over two feet high may be used to designate plot line. All fences shall be constructed of either redwood or cedar materials only, and chain link and cyclone fences are expressly prohibited. No fences of any type will be allowed in areas shown to be landscape easements on the record plat or plats of this subdivision.

9. MAILBOX: No mailbox shall be constructed, placed, or maintained upon any lot or lots of Trace Ridge which does not conform to the characteristics of the model provided by First Southeast Corporation, a model to be furnished for the inspection of all lot owners by First Southeast Corporation.

10. TERM: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are executed, after which time said Covenants shall be automatically extended for a successive period of ten (10) years, unless an instrument signed by seventy-five percent (75%) of the then owners of the lots shall have been executed, agreeing to change said Covenants in whole or in part; likewise, any provision or term of these declarations may be amended at any time in the same fashion and by the same procedure.

11. ENFORCEMENT: Enforcement of any of the terms conditions and covenants of this instrument shall be by appropriate proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant herein contained,

to restrain violation thereof or to recover damages as a result of said violation.

12. SEVERABILITY: Invalidation of any of these Covenants by Judgement or Court Order shall in no way or manner affect any of the other provisions hereof, which other provisions shall remain in full force and effect for the term herein specified.

WITNESS WHEREOF AND CONFIRMED THE EXECUTION OF THESE PRESENT we hereby affix our signatures of this 27th day of July, 1987.

FIRST SOUTHEAST CORPORATION



KENNETH F. PRITCHARD
PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally came and appeared before me, the undersigned authority in and for the said COUNTY and STATE, within my jurisdiction, the within named Kenneth F. Pritchard who acknowledged that he is President of First Southeast Corporation, a Mississippi Corporation, the owner, and that for and on behalf of the said Corporation, and as its act and deed, he signed, sealed and delivered the above and foregoing "Protective Covenants Trace Ridge Subdivision Part 1" for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of July, 1987.

Joni Bennett Alford
NOTARY PUBLIC

My commission expires:

My Commission Expires June 25, 1990



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office this 6 day of August, 1987, at 10:30 clock A M., and was duly recorded on the 6 day of August, 1987, Book No. 628 on Page 160 in AUG 06 1987, 19.....

BILLY V. COOPER, Clerk

By K. Gregory, D.C.

PROTECTIVE COVENANTS
TRACE RIDGE SUBDIVISION
PART II

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WHEREAS, First Southeast Corporation, a Mississippi Corporation is the owner of all lots situated in Trace Ridge Subdivision, Part 2, a subdivision in the Town of Ridgeland, Madison County, Mississippi, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Cabinet C at Slide 27; and

WHEREAS, said owner desires to impose certain Protective Covenants upon said Subdivision for the protection and benefit of all purchasers, the present and future owners;

NOW THEREFORE, in consideration of the advantages to accrue through such Protective Covenants and for other good and valuable considerations, said owner hereby covenants and agrees with any and all purchasers and owners of a lot or lots in Trace Ridge, Part 2, that the following protective and restrictive covenants shall apply to all lots in Part 2 of said Subdivision, which are described as follows:

Lots 1 through 62, Trace Ridge Subdivision, Part 2, a Subdivision in the City of Ridgeland, Madison County, Mississippi, as shown by the map or plat thereof in Cabinet C at Slide 27 in the office of the Chancery Clerk of Madison County, Mississippi, reference to said map or plat being hereby made in aid hereof.

1. COMMON AREAS AND HOMEOWNERS ASSOCIATION: Shown and depicted on the Plat are areas designated as "Common Areas" or "Landscape Areas", which are intended to be set aside as, and declared to be and constitute, a village common area of and for the benefit of Trace Ridge, and as such, shall be held and owned by First Southeast Corporation, for the common use, benefit, and enjoyment of those persons who hereafter may own any one or more of the lots in Trace Ridge.

In conjunction with the development of Trace Ridge, said owners intend to and hereby reserve and retain the right and authority to construct or cause to be constructed permanent decorative signs, permanent decorative fences, and other improvements, the type, design, size, appearance, and exact location of which shall be determined solely by the owners.

Henceforth all costs incidental to the use, upkeep, improvement, and ownership of "Common Area," including but not limited to all such costs with respect to the said signs, fences, and other improvements to be constructed thereon, shall be paid by First Southeast Corporation until such time that 75% of lots in Trace Ridge Subdivision have been sold, at which time, all further costs incidental to the use, upkeep, improvement, and ownership of the "Common Area" shall be paid through maintenance assessments imposed by Trace Ridge Community Home Owner Association, a Mississippi nonprofit corporation, which subsequent owners and purchasers may organize for the protection and benefit of all purchasers, present and future.

2. LOT USE: 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 and a private garage or carport for not more than three cars or less than two cars. No carport shall face any street in said Subdivision, and all private garages facing any street shall have garage doors. No mobile homes shall be allowed to be placed on any residential lot, either temporarily or otherwise. In no case shall any one lot or any combination of more than one lot be redivided or subdivided or otherwise combined other than such lots are indicated on the aforementioned Plat or Survey. No commercial ventures or businesses may be initiated, effectuated or consummated on any lots within said development. No kennels shall be placed on any lot for commercial purposes so as to constitute a source of annoyance or nuisance to any persons owning property in or residing in the development.

All wiring has been run underground and other than those for street lighting, no poles have been erected to mar the appearance of the streets. All service lines from residences to the street, which includes electrical, telephone, and television cables, shall be run underground.

3. RESTRICTIONS AS TO QUALITY AND SIZE: No structure shall be erected, altered, placed, or permitted to remain on any

residential lot or lots unless it shall possess a minimum of Fourteen Hundred (1,400) square feet of heated floor area. Living areas are heated spaces including utility and storage rooms opening directly into main portion of house and wall thicknesses. As to quality, all houses shall comply with or exceed the Minimum Property Standards of the Federal Housing Administration under the single-family 203-B program. The exterior of all outbuildings and garages detached from the residential dwelling shall conform to the residential dwelling as to material and quality of workmanship.

4. NUISANCES: No noxious or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any persons owning property in or residing in said development. No inoperative machinery, automobiles or other vehicles shall be allowed to remain or to be maintained in any street of this development or in any yards, or any lots or upon any driveways to or from any lots. Campers, any recreational vehicles, boats or trailers may be parked only to the rear, screened from front view. All lots shall be kept and maintained in attractive order so as not to become a source of annoyance or nuisance to any persons owning property in or residing in the development; the developer or appropriate governing agency shall have the power to correct any such nuisances or annoyances with the particular lot owner bearing the cost of the corrective action. No out door clothes drying shall be allowed except in areas shielded from view of the streets. All vacant lots must be kept maintained and weeds and grass cut.

5. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

6. GARBAGE, REFUSE OR WASTE: No lot shall be used or maintained as a dumping or collection ground for any items of garbage waste, refuse trash or items of a similar nature, except as such items may be present on a given lot for a temporary period of time as may be necessary to secure the removal thereof

from a given lot, and in that circumstance, the same shall be maintained and kept in sanitary conditions.

7. MULTIPLE LOT OWNERSHIP: No restrictions herein shall prevent any person from owning more than one lot; and in such cases, the set back restrictions as set out by the City of Ridgeland, Mississippi, shall apply to the outside boundaries of any such lot regardless of whether such outside boundary lines coincide with plot lot lines or not.

8. VISUAL BARRIERS: No fence, wall or lot enclosure may project to a point nearer the street than the front set back lines or the side street set back line, or adjoining property, except that shrubbery not over two feet high may be used to designate plot line. All fences shall be constructed of either redwood or cedar materials only, and chain link and cyclone fences are expressly prohibited. No fences of any type will be allowed in areas shown to be landscape easements on the record plat or plats of this subdivision.

9. MAILBOX: No mailbox shall be constructed, placed, or maintained upon any lot or lots of Trace Ridge which does not conform to the characteristics of the model provided by First Southeast Corporation, a model to be furnished for the inspection of all lot owners by First Southeast Corporation.

10. TERM: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are executed, after which time said Covenants shall be automatically extended for a successive period of ten (10) years, unless an instrument signed by seventy-five percent (75%) of the then owners of the lots shall have been executed, agreeing to change said Covenants in whole or in part; likewise, any provision or term of these declarations may be amended at any time in the same fashion and by the same procedure.

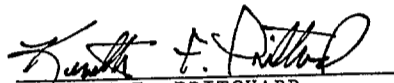
11. ENFORCEMENT: Enforcement of any of the terms conditions and covenants of this instrument shall be by appropriate proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant herein contained,

to restrain violation thereof or to recover damages as a result of said violation.

12. SEVERABILITY: Invalidation of any of these Covenants by Judgement or Court Order shall in no way or manner affect any of the other provisions hereof, which other provisions shall remain in full force and effect for the term herein specified.

WITNESS WHEREOF AND CONFIRMED THE EXECUTION OF THESE PRESENT we hereby affix our signatures of this 6th day of October, 1988.

FIRST SOUTHEAST CORPORATION


KENNETH F. PRITCHARD
PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF MADISON

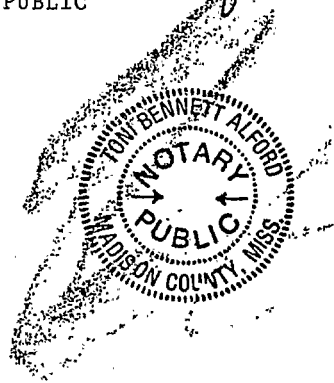
BOOK 662 PAGE 391

Personally came and appeared before me, the undersigned authority in and for the said COUNTY and STATE, within my jurisdiction, the within named Kenneth F. Pritchard who acknowledged that he is President of First Southeast Corporation, a Mississippi Corporation, the owner, and that for and on behalf of the said Corporation, and as its act and deed, he signed, sealed and delivered the above and foregoing "Protective Covenants Trace Ridge Subdivision Part 2" for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of October, 1988.

Joni Bennett Alford
NOTARY PUBLIC

My commission expires:
My Commission Expires June 25, 1990



STATE OF MISSISSIPPI, County of Madison:

I certify that the within instrument was filed for record in my office this 7 day of Oct, 1988, at 215 o'clock P M., and was duly recorded on the Oct 7, 1988, Book No. 662, Page 386.

BILLY V. COOPER, CHANCERY CLERK BY: S. Cole D.C.

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BOOK 693 PAGE 413
PROTECTIVE COVENANTS
TRACE RIDGE SUBDIVISION, PART III.

WHEREAS, First Southeast Corporation, a Mississippi Corporation is the owner of all lots situated in Trace Ridge Subdivision, Part 3, a subdivision in the Town of Ridgeland, Madison County, Mississippi, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Cabinet C at Slide 43; and

WHEREAS, said owner desires to impose certain Protective Covenants upon said Subdivision for the protection and benefit of all purchasers, the present and future owners;

NOW THEREFORE, in consideration of the advantages to accrue through such Protective Covenants and for other good and valuable considerations, said owner hereby covenants and agrees with any and all purchasers and owners of a lot or lots in Trace Ridge, Part 3, that the following protective and restrictive covenants shall apply to all lots in Part 3 of said Subdivision, which are described as follows:

Lots 1 through 29, Trace Ridge Subdivision, Part 3, a Subdivision in the City of Ridgeland, Madison County, Mississippi, as shown by the map or plat thereof in Cabinet C at Slide 43 in the office of the Chancery Clerk of Madison County, Mississippi, reference to said map or plat being hereby made in aid hereof.

1. COMMON AREAS AND HOMEOWNERS ASSOCIATION. Shown and depicted on the Plat of Trace Ridge Part 1 are areas designated as "Common Areas" or "Landscape Areas", which are intended to be set aside as, and declared to be and constitute, a village common area of and for the benefit of the entire Trace Ridge Development and as such, shall be held and owned by First Southeast Corporation, for the common use, benefit, and enjoyment of those persons who hereafter may own any one or more of the lots in Trace Ridge.

In conjunction with the development of Trace Ridge, said owners intend to and hereby reserve and retain the right and authority to construct or cause to be constructed permanent

decorative signs, permanent decorative fences; and other improvements, the type, design, size, appearance, and exact location of which shall be determined solely by the owners.

Henceforth all costs incidental to the use, upkeep, improvements, and ownership of "Common Area," including but not limited to all such costs with respect to the said signs, fences, and other improvements to be constructed thereon, shall be paid by First Southeast Corporation until such time that Trace Ridge Community Home Owners Association, a Mississippi nonprofit corporation is established, at which time, all further costs incidental to the use, upkeep, improvement, and ownership of the "Common Area" or "Landscape Areas" shall be paid through maintenance assessments imposed by Trace Ridge Community Home Owners Association, a Mississippi nonprofit corporation, which subsequent owners and purchasers may organize for the protection and benefit of all purchasers, present and future.

2. LOT USE: 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 and a private garage or carport for not more than three cars or less than two cars. No carport shall face any street in said Subdivision, and all private garages facing any street shall have garage doors. No mobile homes shall be allowed to be placed on any residential lot, either temporarily or otherwise. In no case shall any one lot or any combination of more than one lot be redivided or subdivided or otherwise combined other than such lots are indicated on the aforementioned Plat or Survey. No commercial ventures or businesses may be initiated, effectuated or consummated on any lots within said development. No kennels shall be placed on any lot for commercial purposes so as to constitute a source of annoyance or nuisance to any persons owning property in or residing in the development.

All wiring has been run underground and other than those for street lighting, no poles have been erected to mar the appearance of the streets. All service lines from residences to the street,

which includes electrical, telephone, and television cables, shall be run underground.

3. RESTRICTIONS AS TO QUALITY AND SIZE: No structure shall be erected, altered, placed, or permitted to remain on any residential lot or lots unless it shall possess a minimum of Fourteen Hundred (1,400) square feet of heated floor area. Living areas are heated spaces including utility and storage rooms opening directly into main portion of house and wall thicknesses. As to quality, all houses shall comply with or exceed the Minimum Property Standards of the Federal Housing Administration under the single-family 203-B program. The exterior of all outbuildings and garages detached from the residential dwelling shall conform to the residential dwelling as to material and quality of workmanship.

4. NUISANCES: No noxious or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any persons owning property in or residing in said development. No inoperative machinery, automobiles or other vehicles shall be allowed to remain or to be maintained in any street of this development or in any yards, or any lots or upon any driveways to or from any lots. Campers, any recreational vehicles, boats or trailers may be parked only to the rear, screened from front view. All lots shall be kept and maintained in attractive order so as not to become a source of annoyance or nuisance to any persons owning property in or residing in the development; the developer or appropriate governing agency shall have the power to correct any such nuisances or annoyances with the particular lot owner bearing the cost of the corrective action. No out door clothes drying shall be allowed except in areas shielded from view of the streets. All vacant lots must be kept maintained and weeds and grass cut.

5. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

6. GARBAGE, REFUSE OR WASTE: No lot shall be used or maintained as a dumping or collection ground for any items of garbage waste, refuse trash or items of a similar nature, except as such items may be present on a given lot for a temporary period of time as may be necessary to secure the removal thereof from a given lot, and in that circumstance, the same shall be maintained and kept in sanitary conditions.

7. MULTIPLE LOT OWNERSHIP: No restrictions herein shall prevent any person from owning more than one lot; and in such cases, the set back restrictions as set out by the City of Ridgeland, Mississippi, shall apply to the outside boundaries of any such lot regardless of whether such outside boundary lines coincide with plot lot lines or not.

8. VISUAL BARRIERS: No fence, wall or lot enclosure may project to a point nearer the street than the front set back lines or the side street set back line, or adjoining property, except that shrubbery not over two feet high may be used to designate plot line. All fences shall be constructed of either redwood or cedar material only, and chain link and cyclone fences are expressly prohibited. No fences of any type will be allowed in areas shown to be landscape easements on the record plat or plats of this subdivision.

9. MAILBOX: No mailbox shall be constructed, placed, or maintained upon any lot or lots of Trace Ridge which does not conform to the characteristics of the model provided by First Southeast Corporation, a model to be furnished for the inspection of all lot owners by First Southeast Corporation.

10. TERM: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are executed, after which time said Covenants shall be automatically extended for a successive period of ten (10) years, unless an instrument signed by seventy-five (75%) of the then owners of the lots shall have been executed, agreeing to change said Covenants in whole or in part; likewise, any provision or term of these declarations may be amended at any time in the same fashion and by the same procedure.

11. ENFORCEMENT: Enforcement of any of the terms conditions and covenants of this instrument shall be by appropriate proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant herein contained, to restrain violation thereof or to recover damages as a result of said violation.

12. SEVERABILITY: Invalidation of any of these Covenants by Judgement or Court Order shall in no way or manner affect any of the other provisions hereof, which other provisions shall remain in full force and effect for the term herein specified.

WITNESS WHEREOF AND CONFIRMED THE EXECUTION OF THESE PRESENT we hereby affix our signatures of this 2nd day of October, 1989.

FIRST SOUTHEAST CORPORATION

Kenneth F. Pritchard
KENNETH F. PRITCHARD
PRESIDENT



STATE OF MISSISSIPPI, County of Madison:

I certify that the within instrument was filed for record in my office this 19 day of Oct, 1989, at 210 o'clock P.M., and was duly recorded on the OCT 19 1989, Book No. 693, Page 413.

BILLY V. COOPER, CHANCERY CLERK BY: *J Cole* D.C.

No Seal

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BOOK 695 PAGE 350
PROTECTIVE COVENANTS

TRACE RIDGE SUBDIVISION PART III

WHEREAS, First Southeast Corporation, a Mississippi Corporation is the owner of all lots situated in Trace Ridge Subdivision, Part 3, a subdivision in the Town of Ridgeland, Madison County, Mississippi in Cabinet C at Slide 43; and

WHEREAS, said owner desires to impose certain Protective Covenants upon said Subdivision for the protection and benefit of all purchasers, the present and future owners;

NOW THEREFORE, in consideration of the advantages to accrue through such Protective Covenants and for other good and valuable considerations, said owner hereby covenants and agrees with any and all purchasers and owners of a lot or lots in Trace Ridge, Part 3, that the following protective and restrictive covenants shall apply to all lots in Part 3 of said Subdivision, which are described as follows:

Lots 1 through 29, Trace Ridge Subdivision, Part 3, a Subdivision in the City of Ridgeland, Madison County, Mississippi, as shown by the map or plat thereof in Cabinet C at Slide 43 in the office of the Chancery Clerk of Madison County, Mississippi, reference to said map or plat being hereby made in aid hereof.

1. COMMON AREAS AND HOMEOWNERS ASSOCIATION. Shown and depicted on the Plat of Trace Ridge Part 1 are areas designated as "Common Areas" or "Landscape Areas", which are intended to be set aside as, and declared to be and constitute, a village common area of and for the benefit of the entire Trace Ridge Development and as such, shall be held and owned by First Southeast Corporation, for the common use, benefit, and enjoyment of those persons who hereafter may own any one or more of the lots in Trace Ridge.

In conjunction with the development of Trace Ridge, said owners intend to and hereby reserve and retain the right and authority to construct or cause to be constructed permanent decorative signs, permanent decorative fences, and other improvements, the type, design, size, appearance, and exact location of which shall be determined solely by the owners.

Henceforth all costs incidental to the use, upkeep, improvements, and ownership of "Common Area," including but not limited to all such costs with respect to the said signs, fences, and

other improvements to be constructed thereon, shall be paid by First Southeast Corporation until such time that Trace Ridge Community Home Owners Association, a Mississippi nonprofit corporation is established, at which time, all further costs incidental to the use, upkeep, improvement, and ownership of the "Common Area" or "Landscape Areas" shall be paid through maintenance assessments imposed by Trace Ridge Community Home Owners Association, a Mississippi nonprofit corporation, which subsequent owners and purchasers may organize for the protection and benefit of all purchasers, present and future.

2. LOT USE: 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 and a private garage or carport for not more than three cars or less than two cars. No carport shall face any street in said Subdivision, and all private garages facing any street shall have garage doors. No mobile homes shall be allowed to be placed on any residential lot, either temporarily or otherwise. In no case shall any one lot or any combination of more than one lot be redivided or subdivided or otherwise combined other than such lots are indicated on the aforementioned Plat or Survey. No commercial ventures or businesses may be initiated, effectuated or consummated on any lots within said development. No kennels shall be placed on any lot for commercial purposes so as to constitute a source of annoyance or nuisance to any persons owning property in or residing in the development.

All wiring has been run underground and other than those for street lighting, no poles have been erected to mar the appearance of the streets. All service lines from residences to the street, which includes electrical, telephone, and television cables, shall be run underground.

3. RESTRICTIONS AS TO QUALITY AND SIZE: No structure shall be erected, altered, placed, or permitted to remain on any residential lot or lots unless it shall possess a minimum of Fourteen Hundred (1,400) square feet of heated floor area.

Living areas are heated spaces including utility and storage rooms opening directly into main portion of house and wall thicknesses. As to quality, all houses shall comply with or exceed the Minimum Property Standards of the Federal Housing Administration under the single-family 203-B program. The exterior of all outbuildings and garages detached from the residential dwelling shall conform to the residential dwelling as to material and quality of workmanship.

4. NUISANCES: No noxious or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any persons owning property in or residing in said development. No inoperative machinery, automobiles, or other vehicles shall be allowed to remain or to be maintained in any street of this development or in any yards, or any lots or upon any driveways to or from any lots. Campers, any recreational vehicles, boats or trailers may be parked only to the rear, screened from front view. All lots shall be kept and maintained in attractive order so as not to become a source of annoyance or nuisance to any persons owning property in or residing in the development; the developer or appropriate governing agency shall have the power to correct any such nuisances or annoyances with particular lot owner bearing the cost of the corrective action. No out door clothes drying shall be allowed except in areas shielded from view of the streets. All vacant lots must be kept maintained and weeds and grass cut.

5. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, mobile homes, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

6. GARBAGE, REFUSE OR WASTE: No lot shall be used or maintained as a dumping or collection ground for any items of garbage waste, refuse trash or items of a similar nature, except as such items may be present on a given lot for a temporary period of time as may be necessary to secure the removal thereof from a given lot, and in that circumstance, the same shall be maintained and kept in sanitary conditions.

7. MULTIPLE LOT OWNERSHIP: No restrictions herein shall prevent any person from owning more than one lot; and in such cases, the set back restrictions as set out by the City of Ridgeland, Mississippi, shall apply to the outside boundaries of any such lot regardless of whether such outside boundary lines coincide with plot lot lines or not.

8. VISUAL BARRIERS: No fence, wall or lot enclosure may project to a point nearer the street than the front set back lines or the side street set back line, or adjoining property, except the shrubbery not over two feet high may be used to designate plot line. All fences shall be constructed of either redwood or cedar material only, and chain link and cyclone fences are expressly prohibited. No fences of any type will be allowed in areas shown to be landscape easements on the record plat or plats of this subdivision.

9. MAILBOX: No mailbox shall be constructed, placed, or maintained upon any lot or lots of Trace Ridge which does not conform to the characteristics of the model provided by First Southeast Corporation, a model to be furnished for the inspection of all lot owners by First Southeast Corporation.

10. TERM: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are executed, after which time said Covenants shall be automatically extended for a successive period of ten (10) years, unless an instrument signed by seventy-five (75%) percent of the then owners of the lots shall have been executed, agreeing to change said Covenants in whole or in part; likewise, any provision or term of these declarations may be amended at any time in the same fashion and by the same procedure.

11. ENFORCEMENT: Enforcement of any of the terms conditions and covenants of this instrument shall be by appropriate proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant herein contained, to restrain violation thereof or to recover damages as a result of said violation.

12. SEVERABILITY: Invalidation of any of these Covenants by Judgment or Court Order shall in no way or manner affect any of the other provisions hereof, which other provisions shall remain in full force and effect for the term herein specified.

WITNESS WHEREOF AND CONFIRMED THE EXECUTION OF THESE PRESENT we hereby affix our signatures of this 14th day of November, 1989.

FIRST SOUTHEAST CORPORATION

Kenneth F. Pritchard

KENNETH F. PRITCHARD, PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said County and State, Kenneth F. Pritchard, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned, after having been fully authorized so to do by and on behalf of First Southeast Corporation.

Give under by hand and seal of office, the 14th day of November, 1989.

Joni Bennett Alford

NOTARY PUBLIC

My Commission expires:

My Commission Expires June 25, 1990



STATE OF MISSISSIPPI, County of Madison:

I certify that the within instrument was filed for record in my office this 14th day of November, 1989, at 2:00 o'clock P. M., and was duly recorded on the NOV 21 1989, Book No. 695, Page 350.

BILLY V. COOPER, CHANCERY CLERK BY: *Billy V. Cooper* D.C.

45785

TRACE RIDGE SUBDIVISION PART IV

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8307

WHEREAS, First Southeast Corporation, a Mississippi Corporation is the owner of all lots situated in Trace Ridge Subdivision, Part 4, a subdivision in the Town of Ridgeland, Madison County, Mississippi in Cabinet C at Slide 63; and

WHEREAS, said owner desires to impose certain Protective Covenants upon said Subdivision for the protection and benefit of all purchasers, the present and future owners;

NOW THEREFORE, in consideration of the advantages to accrue through such Protective Covenants and for other good and valuable considerations, said owner hereby covenants and agrees with any and all purchasers and owners of a lot or lots in Trace Ridge, Part 4, that the following protective and restrictive covenants shall apply to all lots in Part 4 of said Subdivision, which are described as follows:

Lots 1 through 68, Trace Ridge Subdivision, Part 4, a Subdivision in the City of Ridgeland, Madison County, Mississippi, as shown by the map or plat thereof in Cabinet C at Slide 63 in the office of the Chancery Clerk of Madison County, Mississippi, reference to said map or plat being hereby made in aid hereof.

1. COMMON AREAS AND HOMEOWNERS ASSOCIATION. Shown and depicted on the Plat of Trace Ridge Part 1 are areas designated as "Common Areas" or "Landscape Areas", which are intended to be set aside as, and declared to be and constitute, a village common area of and for the benefit of the entire Trace Ridge Development and as such, shall be held and owned by First Southeast Corporation, for the common use, benefit, and enjoyment of those persons who hereafter may own any one or more of the lots in Trace Ridge.

In conjunction with the development of Trace Ridge, said owners intend to and hereby reserve and retain the right and authority to construct or cause to be constructed permanent decorative signs, permanent decorative fences, and other improvements, the type, design, size, appearance, and exact location of which shall be determined solely by the owners.

Henceforth all costs incidental to the use, upkeep, improvements, and ownership of "Common Area," including but not limited to all such costs with respect to the said signs, fences, and

other improvements to be constructed thereon, shall be paid by First Southeast Corporation until such time that Trace Ridge Community Home Owners Association, a Mississippi nonprofit corporation is established, at which time, all further costs incidental to the use, upkeep, improvement, and ownership of the "Common Area" or "Landscape Areas" shall be paid through maintenance assessments imposed by Trace Ridge Community Home Owners Association, a Mississippi nonprofit corporation, which subsequent owners and purchasers may organize for the protection and benefit of all purchasers, present and future.

2. LOT USE: 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 and a private garage or carport for not more than three cars or less than two cars. No carport shall face any street in said Subdivision, and all private garages facing any street shall have garage doors. No mobile homes shall be allowed to be placed on any residential lot, either temporarily or otherwise. In no case shall any one lot or any combination of more than one lot be redivided or subdivided or otherwise combined other than such lots are indicated on the aforementioned Plat or Survey. No commercial ventures or businesses may be initiated, effectuated or consummated on any lots within said development. No kennels shall be placed on any lot for commercial purposes so as to constitute a source of annoyance or nuisance to any persons owning property in or residing in the development.

All wiring has been run underground and other than those for street lighting, no poles have been erected to mar the appearance of the streets. All service lines from residences to the street, which includes electrical, telephone, and television cables, shall be run underground.

3. RESTRICTIONS AS TO QUALITY AND SIZE: No structure shall be erected, altered, placed, or permitted to remain on any residential lot or lots unless it shall possess a minimum of Fourteen Hundred (1,400) square feet of heated floor area.

Living areas are heated spaces including utility and storage rooms opening directly into main portion of house and wall thicknesses. As to quality, all houses shall comply with or exceed the Minimum Property Standards of the Federal Housing Administration under the single-family 203-B program. The exterior of all outbuildings and garages detached from the residential dwelling shall conform to the residential dwelling as to material and quality of workmanship.

4. NUISANCES: No noxious or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any persons owning property in or residing in said development. No inoperative machinery, automobiles, or other vehicles shall be allowed to remain or to be maintained in any street of this development or in any yards, or any lots or upon any driveways to or from any lots. Campers, any recreational vehicles, boats or trailers may be parked only to the rear, screened from front view. All lots shall be kept and maintained in attractive order so as not to become a source of annoyance or nuisance to any persons owning property in or residing in the development; the developer or appropriate governing agency shall have the power to correct any such nuisances or annoyances with particular lot owner bearing the cost of the corrective action. No out door clothes drying shall be allowed except in areas shielded from view of the streets. All vacant lots must be kept maintained and weeds and grass cut.

5. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, mobile homes, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

6. GARBAGE, REFUSE OR WASTE: No lot shall be used or maintained as a dumping or collection ground for any items of garbage waste, refuse trash or items of a similar nature, except as such items may be present on a given lot for a temporary period of time as may be necessary to secure the removal thereof from a given lot, and in that circumstance, the same shall be maintained and kept in sanitary conditions.

7. MULTIPLE LOT OWNERSHIP: No restrictions herein shall prevent any person from owning more than one lot; and in such cases, the set back restrictions as set out by the City of Ridgeland, Mississippi, shall apply to the outside boundaries of any such lot regardless of whether such outside boundary lines coincide with plot lot lines or not.

8. VISUAL BARRIERS: No fence, wall or lot enclosure may project to a point nearer the street than the front set back lines or the side street set back line, or adjoining property, except the shrubbery not over two feet high may be used to designate plot line. All fences shall be constructed of either redwood or cedar material only, and chain link and cyclone fences are expressly prohibited. No fences of any type will be allowed in areas shown to be landscape easements on the record plat or plats of this subdivision.

9. MAILBOX: No mailbox shall be constructed, placed, or maintained upon any lot or lots of Trace Ridge which does not conform to the characteristics of the model provided by First Southeast Corporation, a model to be furnished for the inspection of all lot owners by First Southeast Corporation.

10. TERM: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are executed, after which time said Covenants shall be automatically extended for a successive period of ten (10) years, unless an instrument signed by seventy-five (75%) percent of the then owners of the lots shall have been executed, agreeing to change said Covenants in whole or in part; likewise, any provision or term of these declarations may be amended at any time in the same fashion and by the same procedure.

11. ENFORCEMENT: Enforcement of any of the terms conditions and covenants of this instrument shall be by appropriate proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant herein contained, to restrain violation thereof or to recover damages as a result of said violation.

12. SEVERABILITY: Invalidation of any of these Covenants by Judgment or Court Order shall in no way or manner affect any of the other provisions hereof, which other provisions shall remain in full force and effect for the term herein specified.

WITNESS WHEREOF AND CONFIRMED THE EXECUTION OF THESE PRESENT we hereby affix out signatures of this 20th day of August, 1990.

FIRST SOUTHEAST CORPORATION

Kenneth F. Pritchard

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said County and State, Kenneth F. Pritchard, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned, after having been fully authorized so to do by and on behalf of First Southeast Corporation.

Give under by hand and seal of office, the 20th day of August, 1990.

Patsy H. Pritchard
NOTARY PUBLIC

My Commission expires:
1-25-94



STATE OF MISSISSIPPI, County of Madison:

I certify that the within instrument was filed for record in my office this 27 day of Aug, 1990, at 9:40 o'clock a M., and was duly recorded on the AUG 27 1990, Book No. 719, Page 28.

BILLY V. COOPER, CHANCERY CLERK BY: K. K. K. K. D.C.

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BOOK 752 PAGE 345

PROTECTIVE COVENANTS

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TRACE RIDGE SUBDIVISION PART 5A

Whereas, First Southeast Corporation, a Mississippi Corporation is the owner of lots situated in Trace Ridge Subdivision, Part 5A, a subdivision in the Town of Ridgeland, Madison County, Mississippi in Cabinet C at Slide 81; and

Whereas, said owner desires to impose certain Protective Covenants upon said Subdivision for the protection and benefit of all purchasers, the present and future owners;

NOW THEREFORE, in consideration of the advantages to accrue through such Protective Covenants and for other good and valuable considerations, said owner hereby covenants and agrees with any and all purchasers and owners of a lot or lots in Trace Ridge, Part 5A, that the following Protective and Restrictive Covenants shall apply to all lots in Part 5A of said subdivision, which are described as follows:

Lots 1 through 42, Trace Ridge Subdivision, Part 5A, a Subdivision in the City of Ridgeland, Madison County, Mississippi, as shown by the map or plat thereof in Cabinet C at Slide 81 in the office of the Chancery Clerk of Madison County, Mississippi, reference to said map or plat being hereby made in aid hereof.

1. COMMON AREAS AND HOMEOWNERS ASSOCIATION. Shown and depicted on the plat of Trace Ridge Part 1 are areas designated as "Common Areas" or "Landscape Areas", which are intended to be set aside as, and declared to be and constitute, a village common area of and for the benefit of the entire Trace Ridge Development and as such, shall be held and owned by First Southeast Corporation, for the common use, benefit, and enjoyment of those persons who hereafter may own any one or more of the lots in Trace Ridge.

In conjunction with the development of Trace Ridge, said owners intend to and hereby reserve and retain the right and authority to construct or cause to be constructed permanent decorative signs, permanent decorative fences, and other improvements, the type, design, size, appearance, and exact location of which shall be determined solely by the owners.

Henceforth all costs incidental to the use, upkeep, improvements, and ownership of "Common Area", including but not limited to all such costs with respect to the said signs, fences, and

other improvements to be constructed thereon, shall be paid by First Southeast Corporation until such time that Trace Ridge Community Home Owners Association, a Mississippi nonprofit corporation is established, at which time, all further costs incidental to the use, upkeep, improvement, and ownership of the "Common Area" or "Landscape Areas" shall be paid through maintenance assessments imposed by Trace Ridge Community Home Owners Association, a Mississippi non profit corporation, which subsequent owners and purchasers may organize for the protection and benefit of all purchasers, present and future.

2. LOT USE: 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 and a private garage or carport for not more than three cars or less than two cars. No carport shall face any street in said Subdivision, and all private garages facing any street shall have garage doors. No mobile homes shall be allowed to be placed on any residential lot, either temporarily or otherwise. In no case shall any one lot or any combination of more than one lot be redivided or subdivided or otherwise combined other than such lots are indicated on the aforementioned Plat or Survey. No commercial ventures or businesses may be initiated, effectuated or consummated on any lots within said development. No kennels shall be placed on any lot for commercial purposes so as to constitute a source of annoyance or nuisance to any persons owning property in or residing in the development.

All wiring has been run underground and other than those for street lighting, no poles have been erected to mar the appearance of the streets. All service lines from residences to the street, which includes electrical, telephone, and television cables, shall be run underground.

3. RESTRICTIONS AS TO QUALITY AND SIZE: No structure shall be erected, altered, placed, or permitted to remain on any residential lot or lots unless it shall possess a minimum of Fourteen Hundred (1,400) square feet of heated floor area.

Living areas are heated spaces including utility and storage rooms opening directly into main portion of house and wall thicknesses. As to quality, all houses shall comply with or exceed the Minimum Property Standards of the Federal Housing Administration under the single-family 203-B program. The exterior of all outbuildings and garages detached from the residential dwelling shall conform to the residential dwelling as to material and quality of workmanship

4. NUISANCES: No noxious or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any persons owning property in or residing in said development. No inoperative machinery, automobiles, or other vehicles shall be allowed to remain or to be maintained in any street of this development or in any yards, or any lots or upon any driveways to or from any lots. Campers, any recreational vehicles, boats or trailers may be parked only to the rear, screened from front view. All lots shall be kept and maintained in attractive order so as not to become a source of annoyance or nuisance to any persons owning property in or residing in the development; the developer or appropriate governing agency shall have the power to correct any such nuisances or annoyances with particular lot owner bearing the cost of the corrective action. No out door clothes drying shall be allowed except in areas shielded from view of the streets. All vacant lots must be kept maintained and weeds and grass cut.

5. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, mobile homes, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

6. GARBAGE, REFUSE OR WASTE: No lot shall be used or maintained as a dumping or collection ground for any items of garbage waste, refuse trash or items of a similar nature, except as such items may be present on a given lot for a temporary period of time as may be necessary to secure the removal thereof from a given lot, and in that circumstance, the same shall be maintained and kept in sanitary conditions.

7. MULTIPLE LOT OWNERSHIP: No restrictions herein shall prevent any person from owning more than one lot; and in such cases, the set back restrictions as set out by the City of Ridgeland, Mississippi, shall apply to the outside boundaries of any such lot regardless of whether such outside boundary lines coincide with plot lot lines or not.

8. VISUAL BARRIERS: No fence, wall or lot enclosure may project to a point nearer the street than the front set back lines or the side street set back line, or adjoining property, except the shrubbery not over two feet high may be used to designate plot line. All fences shall be constructed of either redwood or cedar material only, and chain link and cyclone fences are expressly prohibited. No fences of any type will be allowed in areas shown to be landscape easements on the record plat or plats of this subdivision.

9. MAILBOX: No mailbox shall be constructed, placed, or maintained upon any lot or lots of Trace Ridge which does not conform to the characteristics of the model provided by First Southeast Corporation. a model to be furnished for the inspection of all lot owners by First Southeast Corporation.

10. TERM: These Covenants are to run with the land and shall be binding on all parties and all person claiming under them for a period of thirty (30) years from the date these Covenants are executed, after which time said Covenants shall be automatically extended for a successive period of ten (10) years, unless an instrument signed by seventy-five (75%) percent of the then owners of the lots shall have been executed, agreeing to change said Covenants in whole or in part; likewise, any provision or term of these declarations may be amended at any time in the same fashion and by the same procedure.

11. ENFORCEMENT: Enforcement of any of the terms conditions and covenants of this instrument shall be by appropriate proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant herein contained, to restrain violation thereof or to recover damages as a result of said violation.

12. SEVERABILITY: Invalidation of any of these Covenants by Judgement or Court Order shall in no way or manner affect any of the other provisions hereof, which other provisions shall remain in full force and effect for the term herein specified.

WITNESS WHEREOF AND CONFIRMED THE EXECUTION OF THESE PRESENT we hereby affix our signatures of this 18th day of September 1991.

FIRST SOUTHEAST CORPORATION

W. S. Terney

STATE OF MISSISSIPPI
COUNTY OF Madison

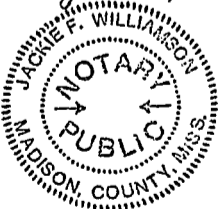
Personally appeared before me, the undersigned authority in and for said County and State, W. S. Terney, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned, after having been fully authorized so to do by and on behalf of First Southeast Corporation

Given under by hand and seal of office, the 18th day of September, 1991.

Jackie F. Williamson
NOTARY PUBLIC

My Commission expires:

August 11, 1994



STATE OF MISSISSIPPI, County of Madison:

I certify that the within instrument was filed for record in my office this 23rd day of Sept., 1991, at 10:00 o'clock A M., and was duly recorded on the SEP 23 1991, Book No. 752, Page 345.

BILLY V. COOPER, CHANCERY CLERK BY: D. Meyer D.C.

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BOOK 758 PAGE 332

PROTECTIVE COVENANTS

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TRACE RIDGE SUBDIVISION PART 5B

Whereas, First Southeast Corporation, a Mississippi Corporation is the owner of lots situated in Trace Ridge Subdivision, Part 5B, a subdivision in the City of Ridgeland, Madison County, Mississippi in Cabinet C at Slide 85; and

Whereas, said owner desires to impose certain Protective Covenants upon said Subdivision for the protection and benefit of all purchasers, the present and future owners;

NOW THEREFORE, in consideration of the advantages to accrue through such Protective Covenants and for other good and valuable considerations, said owner hereby covenants and agrees with any an all purchasers and owners of a lot or lots in Trace Ridge, Part 5B, that the following Protective and Restrictive Covenants shall apply to all lots in Part 5B of said subdivision, which are described as follows:

Lots 43 through 68, Trace Ridge Subdivision, Part 5B, a Subdivision in the City of Ridgeland, Madison County, Mississippi, as shown by the map or plat thereof in Cabinet C at Slide 85 in the office of the Chancery Clerk of Madison County, Mississippi, reference to said map or plat being hereby made in aid hereof.

1. COMMON AREAS AND HOMEOWNERS ASSOCIATION. Shown and depicted on the plat of Trace Ridge Part 1 are areas designated as "Common Areas" or "Landscape Areas", which are intended to be set aside as, and declared to be and constitute, a village common area of and for the benefit of the entire Trace Ridge Development and as such, shall be held and owned by First Southeast Corporation, for the common use, benefit, and enjoyment of those persons who hereafter may own any one or more of the lots in Trace Ridge.

In conjunction with the development of Trace Ridge, said owners intend to and hereby reserve and retain the right and authority to construct or cause to be constructed permanent decorative signs, permanent decorative fences, and other improvements, the type, design, size, appearance, and exact location of which shall be determined solely by the owners.

Henceforth all costs incidental to the use, upkeep, improvements, and ownership of "Common Area", including but not limited to all such costs with respect to the said signs, fences, and

other improvements to be constructed thereon, shall be paid by First Southeast Corporation until such time that Trace Ridge Community Home Owners Association, a Mississippi nonprofit corporation is established, at which time, all further costs incidental to the use, upkeep, improvement, and ownership of the "Common Area" or "Landscape Areas" shall be paid through maintenance assessments imposed by Trace Ridge Community Home Owners Association, a Mississippi non profit corporation, which subsequent owners and purchasers may organize for the protection and benefit of all purchasers, present and future.

2. LOT USE: 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 and a private garage or carport for not more than three cars or less than two cars. No carport shall face any street in said Subdivision, and all private garages facing any street shall have garage doors. No mobile homes shall be allowed to be placed on any residential lot, either temporarily or otherwise. In no case shall any one lot or any combination of more than one lot be redivided or subdivided or otherwise combined other than such lots are indicated on the aforementioned Plat or Survey. No commercial ventures or businesses may be initiated, effectuated or consummated on any lots within said development. No kennels shall be placed on any lot for commercial purposes so as to constitute a source of annoyance or nuisance to any persons owning property in or residing in the development.

All wiring has been run underground and other than those for street lighting, no poles have been erected to mar the appearance of the streets. All service lines from residences to the street, which includes electrical, telephone, and television cables, shall be run underground.

3. RESTRICTIONS AS TO QUALITY AND SIZE: No structure shall be erected, altered, placed, or permitted to remain on any residential lot or lots unless it shall possess a minimum of Fourteen Hundred (1,400) square feet of heated floor area.

Living areas are heated spaces including utility and storage rooms opening directly into main portion of house and wall thicknesses. As to quality, all houses shall comply with or exceed the Minimum Property Standards of the Federal Housing Administration under the single-family 203-B program. The exterior of all outbuildings and garages detached from the residential dwelling shall conform to the residential dwelling as to material and quality of workmanship

4. NUISANCES: No noxious or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any persons owning property in or residing in said development. No inoperative machinery, automobiles, or other vehicles shall be allowed to remain or to be maintained in any street of this development or in any yards, or any lots or upon any driveways to or from any lots. Campers, any recreational vehicles, boats or trailers may be parked only to the rear, screened from front view. All lots shall be kept and maintained in attractive order so as not to become a source of annoyance or nuisance to any persons owning property in or residing in the development; the developer or appropriate governing agency shall have the power to correct any such nuisances or annoyances with particular lot owner bearing the cost of the corrective action. No out door clothes drying shall be allowed except in areas shielded from view of the streets. All vacant lots must be kept maintained and weeds and grass cut.

5. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, mobile homes, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

6. GARBAGE, REFUSE OR WASTE: No lot shall be used or maintained as a dumping or collection ground for any items of garbage waste, refuse trash or items of a similar nature, except as such items may be present on a given lot for a temporary period of time as may be necessary to secure the removal thereof from a given lot, and in that circumstance, the same shall be maintained and kept in sanitary conditions.

7. MULTIPLE LOT OWNERSHIP: No restrictions herein shall prevent any person from owning more than one lot; and in such cases, the set back restrictions as set out by the City of Ridgeland, Mississippi, shall apply to the outside boundaries of any such lot regardless of whether such outside boundary lines coincide with plot lot lines or not.

8. VISUAL BARRIERS: No fence, wall or lot enclosure may project to a point nearer the street than the front set back lines or the side street set back line, or adjoining property, except the shrubbery not over two feet high may be used to designate plot line. All fences shall be constructed of either redwood or cedar material only, and chain link and cyclone fences are expressly prohibited. No fences of any type will be allowed in areas shown to be landscape easements on the record plat or plats of this subdivision.

9. MAILBOX: No mailbox shall be constructed, placed, or maintained upon any lot or lots of Trace Ridge which does not conform to the characteristics of the model provided by First Southeast Corporation. a model to be furnished for the inspection of all lot owners by First Southeast Corporation.

10. TERM: These Covenants are to run with the land and shall be binding on all parties and all person claiming under them for a period of thirty (30) years from the date these Covenants are executed, after which time said Covenants shall be automatically extended for a successive period of ten (10) years, unless an instrument signed by seventy-five (75%) percent of the then owners of the lots shall have been executed, agreeing to change said Covenants in whole or in part; likewise, any provision or term of these declarations may be amended at any time in the same fashion and by the same procedure.

11. ENFORCEMENT: Enforcement of any of the terms conditions and covenants of this instrument shall be by appropriate proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant herein contained, to restrain violation thereof or to recover damages as a result of said violation.

12. SEVERABILITY: Invalidation of any of these Covenants by Judgement or Court Order shall in no way or manner affect any of the other provisions hereof, which other provisions shall remain in full force and effect for the term herein specified.

WITNESS WHEREOF AND CONFIRMED THE EXECUTION OF THESE PRESENT we hereby affix our signatures of this 20th day of November, 1991.

FIRST SOUTHEAST CORPORATION

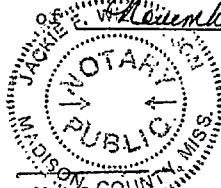
W. S. Tierney

STATE OF MISSISSIPPI

COUNTY OF Madison

Personally appeared before me, the undersigned authority in _____ and for said County and State, W. S. Tierney, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned, after having been fully authorized so to do by and on behalf of First Southeast Corporation

Given under by hand and seal of office, the 20th day of November, 1991.



Jackie Williams
NOTARY PUBLIC

My Commission expires:

August 11, 1994



STATE OF MISSISSIPPI, County of Madison:

I certify that the within instrument was filed for record in my office this 22 day of Nov, 1991 at 900 o'clock a M., and was duly recorded on the NOV 22 1991, Book No. 758, Page 332.

BILLY V. COOPER, CHANCERY CLERK BY: J Cole D.C.