

1994

[illegible]

The warranty is hereby given that the above described property is owned by the undersigned and is free from all liens and encumbrances, and that the undersigned is the sole owner of the same and is entitled to dispose of the same in any manner he may see fit.

Excepted from the warrant are the following:
 1. All of the oil, gas and other minerals, in, on or
 under the above described property, that the grantors have
 or may have, convey and quitclaim unto the grantee herein
 and to grantor's right, title and interest in and to lands,
 oil, gas and other minerals.

For the same consideration as that hereinbefore, the
Grantors do hereby sell and convey unto the Grantee herein
a perpetual but a non-exclusive right to use the roads and
streets surrounding and in the vicinity of the Village
Village as a means of ingress and egress to the property
conveyed herein, but the Grantors herein reserve the right
to dedicate said streets and roads in the future for
public use.

Bethany Watkins Culley, wife of Lewis L. Culley,
Jr., owns no part of the above described property, and
joins in this conveyance for the purpose of releasing and re-
leasing any homestead rights in the property conveyed herein.
The lands conveyed herein consist of a part of the land
of this lot.

The Grantors agree to pay the taxes and assessments
on the above described property for the year 1911.

WITNESSES OF DEED AT NEW YORK, N. Y., this _____ day of _____, 1911.

LEWIS L. CULLEY, JR.

BETHANY WATKINS CULLEY

W. G. LOBLE

STATE OF MISSISSIPPI
COUNTY OF HILLS

Personally came and appeared before me, the undersigned authority in and for the State of Mississippi, the within named LEWIS L. CULLEY, JR., and BETHANY WATKINS CULLEY, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein expressed.

560 Given under my hand and official seal of office,
this, the 27th day of November, 1962.

[Signature]
NOTARY PUBLIC

My commission expires: 1-1-63

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the
undersigned authority in and for the jurisdiction afore-
said, one with name of W. L. LO LE, who acknowledged to
me that he is and is believed to be the owner and possessor
of the above described land, and that he is the owner and
possessor of the same.

Given under my hand and official seal of office
this, the 27th day of November, 1962.

[Signature]
NOTARY PUBLIC

My commission expires: 1-1-63

26-50070

PROFESSIONAL COVENANTS AFFECTING NATCHEZ TRACE VILLAGE

1. The property conveyed herein shall be known and described as residential property. On the same shall be erected, placed, altered, or demolished the structure shall be erected, placed, altered, or demolished for use as a residence. The building shall conform to the specifications and requirements herein set out; however, the provisions hereinafter contained shall be construed in such a way as to permit the continued use and maintenance of a water well or water system to be installed on the property, provided the operation of said wells and water system over and across any of the property does not interfere with the construction of homes on any of the lots.

2. No dwelling house shall be constructed on the said lot having an area of less than 1,000 square feet of living area for a one-story house, and no dwelling house shall be constructed on the said lot having an area of less than 1,200 square feet of living area for a two-story house, and one-half of a two-story house.

3. No noisy or offensive activities shall be carried on upon any of the said property, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

4. No type structure shall be erected on any of the lots in said subdivision except in accordance with the plans and specifications for the said subdivisions of Natchez Trace Village hereinafter provided, and approval of such structure must hereinafter be obtained from the said Board of Governors prior to construction.

5. No changes or alterations shall be made after the original construction of the structure on a lot until such plans and specifications for the alterations have been submitted to, and approved, in writing, by the Board of Governors of Natchez Trace Village as said board is hereinafter set out.

6. The owner of the property shall keep the grass on said property neatly cut and shall keep the property free of weeds, litter and rubbish on all lands.

7. All septic tanks shall be installed in accordance with the requirements of the Mississippi State Board of Health and shall not be put in use until a certificate of approval from the Mississippi State Board of Health is submitted to the Board of Governors.

8. No trailer, other than a boat trailer, shall be placed or maintained on said property.

9. This property may be subdivided; however, nothing herein contained shall prevent the owner of two (2) adjacent lots from treating the combined area of the two (2) lots as one (1) building lot, in which event the set back line for building purposes shall be construed and interpreted to apply to the outside lines of the two (2) combined lots and not to the line which is common to both lots.

10. No dwelling shall be located on any residential lot nearer than 50 feet to the front lot line, nor nearer than 25 feet to any side lot line.

11. It is understood and agreed that the land conveyed herein shall be bound by the rules and regulations formulated by the Board of Governors of Natchez Trace Village, which Board of Governors shall consist of Lewis L. Culley, Jr., Gus Noble and Lewis L. Culley, Sr., and Lewis L. Culley, Jr., Gus Noble

1001

and Lewis L. Culley, Sr., shall serve as members of the said Board of Governors until such time as ten (10) homes in an area to be known as Natchez Trace Village shall be constructed and occupied by permanent residents. In the event the said Lewis L. Culley, Jr., Gus Noble or Lewis L. Culley, Sr., shall die while serving as members of the Board of Governors, then the other members of the Board of Governors shall appoint another person to serve as a member of said Board of Governors until such time as ten (10) homes have been constructed and are occupied by permanent residents, and said other member shall serve for a term of office to be determined by the original members of the Board of Governors. In the event all of the original Board of Governors should die while serving as a member of the Board of Governors, the owners of the remaining property in Natchez Trace Village shall meet at a time and place to be determined by the owner of the majority of the property and three members shall be elected to serve until such time as ten (10) homes are constructed and actually occupied by permanent residents. When ten (10) homes are actually constructed and occupied by permanent residents, then, on the second Monday of each May thereafter there shall be held a meeting of the then owners of the various lots of the said subdivision, which meeting is to be held at 7:00 o'clock P.M., at a place to be designated in a written notice posted at the main entrance to the property, which said meeting shall be for the purpose of electing members to the Board of Governors. An owner shall have the right to cast one (1) vote for each lot owned in the subdivision and said vote may be either in person or by proxy. If a lot has more than one owner, said owners shall be entitled to only one (1) vote. Any member of the Board shall be elected by a majority of the lot owners voting at this meeting.

11. The Board of Governors may make such rules and regulations affecting the use of the subject property as they so desire, said rules and regulations to include, but are not limited to the following:

(a) Any structure for mooring boats to be erected shall be first submitted to the Board of Governors with complete plans and specifications, which specifications shall require construction of treated lumber and said structure must be approved by the Board of Governors as to the width, height, location, design and specifications of any structure. No structure of wood shall be erected that is not neatly painted with two (2) coats of paint. No piers or any other structure shall be erected or shall extend into the lake abutting the property, said lake being known as the Natchez Trace Village Lake.

(b) With the permission of the Board of Governors lot owners may permit guests to maintain boats on their property, provided that such privileges do not interfere with the other property owners rights and privileges; however, no boat of any kind owned by any person other than the owner of the lot in the hereinabove described land shall be allowed to be moored or maintained in any adjacent water on a permanent basis.

(c) The owner of each lot except the owner of Natchez Trace Village shall annually pay a maintenance charge for the purpose of creating a fund to be known as the "Natchez Trace Maintenance Fund". The amount of the annual charge may be fixed by the Board of Governors but, in no event, shall exceed Fifty Dollars and 00/100 (\$50.00) per year, per lot. The purpose of the maintenance fund, among other things, may include but is not limited to the upkeep of public right-of-ways, insect control,

employment of a watchman, repair and maintenance of any facility designed for the benefit of the property owners in the subdivision and the payment of any taxes on any facility which provides for the general benefit of the lot owners.

(d) The Board of Governors shall have the power and authority to formulate rules and regulations in addition to those herein set out, which rules and regulations in the opinion of the Board of Governors shall add to the beneficial use of the subject property and shall contribute to the safety and beauty of the property.

13. All homes shall be for the purposes of single family residential dwellings, and no dwelling shall ever be financed in any manner or mortgaged to any lender which is guaranteed by the Federal Housing Administration, the Veterans Administration or any other institution whose loan would be insured by the United States of America or its agents.

14. The owner of the lot conveyed herein shall have the perpetual right to use the entire lake known as Natchez Trace Village Lake, and the owners of lots abutting on the lake shall use the lake as a means of ingress and egress to said lake. As to lots on the lake which do not abut the lake, said owner shall be provided, along with other owners of lots not abutting the lake, with a common means of ingress and egress to the lake.

15. All homes constructed on corner lots must face the point of intersection of the streets abutting said lot.

16. No entrance, driveway or carport shall face the street which abuts the lot.

17. The owner of the lot conveyed herein shall not be entitled to any easement or right of way over any other lot or tract of land.

18. The owner of the lot conveyed herein shall not be entitled to any easement or right of way over any other lot or tract of land.

19. These covenants shall run with the land and shall be binding on all persons for a period of twenty-five (25) years from the date of the recording of the instrument in which these covenants shall be recorded. These covenants shall be subject to the following: (a) If at any time a majority of the owners of the lots in Natchez Trace Village has been recorded, agreeing to the change in said covenants in whole or in part, or to revoke the covenants entirely.

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of June, 1966, at 10 o'clock A. M., and was duly recorded on the 45 day of June, 1966, Book No. 1000 on Page 10 in my office.

Witness my hand and seal of office, this the 14 day of June, 1966.

W. A. SIMS, Clerk

By _____

112 AUG 5 1964

[illegible]

It is the purpose of the Government of this Commonwealth to sell, lease, or otherwise dispose of minerals, including oil and other minerals, in, on, under, and adjacent to the public property, and to exercise its authority to do so in a fair, honest and equitable manner and to the greatest benefit and advantage to the public's right, title and interest in said lands, and other minerals.



1002 32-4804

For the same consideration recited above, the Grantors do hereby sell and convey unto the Grantee herein a perpetual but a non-exclusive right to use the roads and streets surrounding and in the vicinity of Hatcher Trace Village as a means of ingress and egress to the property conveyed herein, but the Grantors do reserve the right to dedicate said streets and roads to the future for public use.

Bethany Watkins Colley, wife of Lewis L. Colley, Jr., owns no part of the above described property and joins in this conveyance for the purpose of releasing and any homestead rights in the property conveyed herein. The lands conveyed herein constitute a part of the assets of said Mobile.

The Grantors have signed this conveyance and on the above described property for the purpose herein.

WITNESS OUR SIGNATURES this 1st day of June, 1968.
Lewis L. Colley, Jr., Don.

LEWIS L. COLLEY, JR.

BETHANY WATKINS COLLEY

JOE MOBILE

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared _____, the undersigned, with duly sworn and true jurisdiction and authority, to-wit: _____, named LEWIS L. COLLEY, JR., and also, BETHANY WATKINS COLLEY, who acknowledged to me that they are the Grantors of the above and foregoing instrument and that they executed the same in the year therein mentioned.

86 PAGE 003

Given under my hand and official seal of
office, this, the 25th day of January, 1962.

James S. Hamilton
NOTARY PUBLIC

My commission expires:

1-25-65

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned
Notary Public in and for the jurisdiction aforesaid, the
within named JIM NOBLE, who acknowledged to me that he
signed and delivered the above and foregoing instrument
of which I am a party and in the year therein mentioned.

Given under my hand and official seal of
office, this, the 25th day of January, 1962.

James S. Hamilton
NOTARY PUBLIC

My commission expires:

1-25-65

26

~~SECRET~~

PROTECTIVE COVENANTS AFFECTING NATCHEZ TRACE VILLAGE

1. The property conveyed herein shall be known and described as residential property and no structure shall be erected, placed, altered, or permitted to remain on said lot other than a residential building meeting the specifications and requirements hereinafter set out; however, nothing herein contained shall be construed in such a way as to prohibit the continued use and maintenance of a water well or pumping system to be installed in ~~the~~ ^{and around} property, provided the operation of said wells and water system over and across any of the property does not interfere with the construction of homes on any of the lots.

2. No dwelling house shall be constructed on the said lot having an area of less than 1,800 square feet of living area for a one story house, nor having less than 1,200 square feet of living area on the lower floor of one and one-half or a two story house.

3. No noxious or offensive activities shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. No type structure shall be erected on any of the lots in said subdivision without prior submission of the plans and specifications to the Board of Governors of Natchez Trace Village, hereinafter provided for, and approval of such structure must hereinafter be obtained from the said Board of Governors prior to construction.

5. No changes or alterations shall be made after the original construction of the structure on a lot until such plans and specifications for the alterations have been submitted to, and approved, in writing, by the Board of Governors of Natchez Trace Village as said Board is hereinafter set out.

6. The owner of the property shall keep the grass on said property neatly cut and shall keep the property free of weeds, litter and rubbish of all kinds.

7. All septic tanks shall be installed in accordance with the requirements of the Mississippi State Board of Health and shall not be put in use until a certificate of approval from the Mississippi State Board of Health is submitted to the Board of Governors.

8. No trailer, other than a boat trailer, shall be placed or maintained on said property.

9. This property may not be resubdivided; however, nothing herein contained shall prevent the owner of two (2) adjoining lots from treating the combined area of the two (2) lots as one (1) building lot, in which event the set back line for building purposes shall be construed and interpreted to apply to the outside lines of the two (2) combined lots and not to the line which is common to both lots.

10. No dwelling shall be located on any residential lot nearer than 50 feet to the front lot line, nor nearer than 25 feet to any side lot line.

11. It is understood and agreed that the land conveyed herein shall be bound by the rules and regulations formulated by the Board of Governors of Natchez Trace Village, which Board of Governors shall consist of Lewis L. Culley, Jr., Gus Noble and Lewis L. Culley, Sr., and Lewis L. Culley, Jr., Gus Noble

and Lewis L. Culley, Sr., shall serve as members of the said Board of Governors until such time as ten (10) homes in an area to be known as Natchez Trace Village shall be constructed and occupied by permanent residents. In the event the said Lewis L. Culley, Jr., Gas Noble or Lewis L. Culley, Sr., shall die while serving as members of the Board of Governors, then the other members of the Board of Governors shall appoint another person to serve as a member of said Board of Governors until such time as ten (10) homes have been constructed and are occupied by permanent residents, and said other member shall serve for a term of office to be determined by the original members of the Board of Governors. In the event all of the original Board of Governors should die while serving as a member of the Board of Governors, the owners of the remaining property in Natchez Trace Village shall meet at a time and place to be determined by the owner of the majority of the property and three members shall be elected to serve until such time as ten (10) homes are constructed and actually occupied by permanent residents. When ten (10) homes are actually constructed and occupied by permanent residents, then, on the second Monday of each May thereafter there shall be held a meeting of the then owners of the various lots of the said subdivision, which meeting is to be held at 7:00 o'clock P.M., at a place to be designated in a written notice posted at the main entrance to the property, which said meeting shall be for the purpose of electing members to the Board of Governors. An owner shall have the right to cast one (1) vote for each lot owned in the subdivision and said vote may be either in person or by proxy. If a lot has more than one owner, said owners shall be entitled to only one (1) vote. Any member of the Board shall be elected by a majority of the lot owners voting at this meeting.

12. The Board of Governors may make such rules and regulations affecting the use of the subject property as they so desire, said rules and regulations to include, but are not limited to the following:

(a) Any structure for mooring boats to be erected shall be first submitted to the Board of Governors with complete plans and specifications, which specifications shall require construction of treated lumber and said structure must be approved by the Board of Governors as to the width, height, location, design and specifications of any structure. No structure of wood shall be erected that is not neatly painted with two (2) coats of paint. No piers or any other structure shall be erected or shall extend into the lake abutting the property, said lake being known as the Natchez Trace Village Lake.

(b) With the permission of the Board of Governors lot owners may permit guests to maintain boats on their property, provided that such privileges do not interfere with the other property owners rights and privileges; however, no boat of any kind owned by any person other than the owner of the lot in the hereinabove described land shall be allowed to be moored or maintained in any adjacent water on a permanent basis.

(c) The owner of each lot except the owner of Natchez Trace Village shall annually pay a maintenance charge for the purpose of creating a fund to be known as the "Natchez Trace Maintenance Fund". The amount of the annual charge may be fixed by the Board of Governors but, in no event, shall exceed Fifty Dollars and 00/100 (\$50.00) per year, per lot. The purpose of the maintenance fund, among other things, may include but is not limited to the upkeep of public right-of-ways, insect control,

employment of a watchman, repair and maintenance of any facility designed for the benefit of the property owners in the subdivision and the payment of any taxes on any facility which provides for the general benefit of the lot owners.

(d) The Board of Governors shall have the power and authority to formulate rules and regulations in addition to those herein set out, which rules and regulations in the opinion of the Board of Governors shall add to the beneficial use of the subject property and shall contribute to the safety and beauty of the property.

13. All loans shall be for the purposes of single family residential dwellings, and no dwelling shall ever be financed in any manner or obligated to any lender which is guaranteed by the Federal Housing Administration, the Veterans Administration or any other institution whose loan would be insured by the United States or America or its agent.

14. The owner of the lot conveyed herein shall have the perpetual right to use the entire lake known as Natchez Trace Village Lake, and the owners of lots abutting on the lake shall use their lots as owners of ingress and egress to said lake. As to owners of lots which do not abut the lake, said owner shall use property along with other owners of lots not abutting the lake, with reasonable means of ingress and egress to the lake.

15. All homes constructed on corner lots must face the point of intersection of the two streets abutting said lot.

16. No entrance to any garage or carport shall face the street which abuts said lot.

17. Enforcement shall be by proceedings at law or in equity against any person violating, or attempting to violate, any covenant.

18. No action or any of these covenants by judgment or decree shall, in any wise, affect any of the other provisions which shall remain in full force and effect.

19. These covenants shall run with the land and shall be binding on all persons for a period of twenty-five (25) years from the date of this instrument, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by two-thirds (2/3) of the then owners of the lots in Natchez Trace Village has been recorded, agreeing to the change in said covenants in whole or in part, or to revoke the covenants entirely.

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was taken for record in my office this 28 day of _____, 196_, at _____ o'clock _____ M. and was duly recorded on the _____ day of _____, 196_, Book No. _____ on Page _____ in my office.

Witness my hand and seal of office, this the _____ of _____, 196_.

W. A. SIMS, Clerk

By _____

, D.C.

35 MAR 50
WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand this day paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, we, the undersigned, LEWIS L. COLLEY, JR., and GUS MOBLE, do hereby sell, convey, and warrant unto ERNEST RAY EDWARDS, the following described land and property, lots and being situated in Madison County, State of Mississippi, and particularly described as follows, to-wit:

beginning at a point on the northerly boundary line of a 40-foot wide strip, said point being 116.5 feet south and 47.7 feet east of the NW corner of the NE 1/4 of Section 22, T2N, R2E, Madison County, Mississippi, run thence S 44° 13' E 240 feet; thence S 5° 11' E 14.5 feet; thence S 32° 42' W 240 feet to a point on a curve on the aforementioned street (on the northerly boundary line); run thence to the right through an angle of 109° 46' and an arc length of 117.5 feet to the center of said curve; thence S 1° 14' W 117.5 feet to the northerly boundary line of said strip; thence S 1° 14' W 117.5 feet to the point of beginning; and said land and property being located on the NW 1/4 of the NE 1/4 of Section 22, T2N, R2E, Madison County, Mississippi, and being described as follows:

The warranty of this conveyance shall be subject to all covenants, conditions and provisions which are contained in the deed of conveyance from the State of Mississippi to the State of Mississippi, and to all other covenants, conditions and provisions which may hereafter be made by the State of Mississippi.

Excepted from the warranty of this conveyance are all of the oil, gas and other minerals, in, on or under the above described property, but the grantor do hereby sell, convey and guarantee unto the grantee hereunder all of the grantor's right, title and interest in and to the oil, gas and other minerals.



1954 AUG 10

For the same considerations as stated above,
the Grantors do hereby sell and convey unto the Grantee
herein a perpetual but a non-exclusive right to use the
roads and streets surrounding and in the vicinity of
Hatchers Trace Village as a means of ingress and egress to
the property conveyed herein, but the Grantors hereby
reserve the right to dedicate said streets and roads
in the future for public use.

Bethany Watkins Colley, wife of Lewis L. Colley,
Jr., owns no part of the above described property and
joins in this conveyance for the purpose of releasing
any homestead rights in the property conveyed herein.
The lands conveyed herein constitute no part of the
homestead of the Grantee.

The Grantors are to pay the ad valorem taxes
on the above described property for the year 1961.

WITNESS OUR JOINT HANDS this 10th day of
August, 1961.

LEWIS L. COLLEY, JR.

BETHANY WATKINS COLLEY

J. S. COLLEY

STATE OF MISSISSIPPI
COUNTY OF ITTUS

Personal appeared and appeared before me,
underlined authority in and for the County of Ittus,
above said, the within named LEWIS L. COLLEY, JR., and
wife, BETHANY WATKINS COLLEY, who were acknowledged
that they signed and delivered the above and foregoing
instrument of writing on the day and in the County of Ittus
mentioned.

Given under my hand and official seal of
office, this, the 15th day of November, 1962.

James E. Haddock
NOTARY PUBLIC

My commission expires:

11-15-65

STATE OF MISSISSIPPI

COUNTY OF LINDSAY

I, Notary Public, do hereby certify that the
undersigned authority in and for the jurisdiction
aforesaid, the within named CHAS. L. H., who acknowledged
before me that he signed and delivered the above and re-
ferred instrument of writing on the day and in the year
therein mentioned.

Witness my hand and official seal of
office, this, the 15th day of November, 1962.

James E. Haddock
NOTARY PUBLIC

My commission expires:

11-15-65

* 512 *

PROTECTIVE COVENANTS AFFECTING NATCHEZ TRACE VILLAGE

1. The property conveyed herein shall be known and described as residential property and no structure shall be erected, placed, altered, or permitted to remain on said lot other than a residential building meeting the specifications and requirements herein-after set out; however, nothing herein contained shall be construed in such a way as to prohibit the continued use and ~~and maintenance~~ of a water well or piping system to be installed in the property, provided the operation of said wells and water system over and across any of the property does not interfere with the construction of houses on any of the lots.

2. No dwelling house shall be constructed on the said lot having an area of less than 1,800 square feet of living area for a one story house, nor having less than 1,200 square feet of living area on the lower floor of one and one-half or a two story house.

3. No noxious or offensive activities shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. No type structure shall be erected on any of the lots on said subdivision without prior submission of the plans and specifications to the Board of Governors of Natchez Trace Village, hereinafter provided for, and approval of said structure must hereinafter be obtained from the said Board of Governors prior to construction.

5. No change or alterations shall be made after the original construction of the structure on a lot unless such plans and specifications of the alterations have been submitted to, and approved in writing, by the Board of Governors of Natchez Trace Village as said Board is hereinafter set out.

6. The owner of the property shall keep the grass on said property neatly cut and shall keep the property free of weeds, litter and rubbish at all times.

7. All septic tanks shall be installed in accordance with the requirements of the Mississippi State Board of Health and shall not be put in use until receipt of certificate of approval from the Mississippi State Board of Health as submitted to the Board of Governors.

8. No trailer, other than a boat trailer, shall be placed on or maintained on any of the property.

9. The property hereon is subdivided; however, nothing herein contained shall prevent the division of two (2) adjoining lots into two (2) lots, or the combination of two (2) lots as one (1) dwelling lot, in which event the set-back regulations and purposes shall be construed and interpreted to apply to the outside lines of the two (2) combined lots and not to the line which is common to both lots.

10. No dwelling shall be erected on any residential lot nearer than 5 feet to the front lot line, and nearer than 2 feet to any side lot line.

11. It is understood and agreed that the land conveyed herein shall be bound by the rules and regulations formulated by the Board of Governors of Natchez Trace Village, which Board of Governors shall consist of Lewis L. Taylor, Jr., Gus Noble and Lewis L. Cherry, Sr., and Lewis L. Cherry, Jr., Gus Noble

and Lewis L. Culley, Sr., shall serve as members of the said Board of Governors until such time as ten (10) homes in an area to be known as Natchez Trace Village shall be constructed and occupied by permanent residents. In the event the said Lewis L. Culley, Jr., G's Noble or Lewis L. Culley, Sr., shall die while serving as members of the Board of Governors, then the other members of the Board of Governors shall appoint another person to serve as a member of said Board of Governors until such time as ten (10) homes have been constructed and are occupied by permanent residents, and said other member shall serve for a term of office to be determined by the original members of the Board of Governors. In the event all of the original Board of Governors should die while serving as a member of the Board of Governors, the owners of the remaining property in Natchez Trace Village shall meet at a time and place to be determined by the owner of the majority of the property and three members shall be elected to serve until such time as ten (10) homes are constructed and actually occupied by permanent residents. When ten (10) homes are actually constructed and occupied by permanent residents, then, on the second Monday of each May thereafter there shall be held a meeting of the then owners of the various lots of the said subdivision, which meeting is to be held at 7:00 o'clock P.M., at a place to be designated in a written notice posted at the main entrance to the property, which said meeting shall be for the purpose of electing members to the Board of Governors. An owner shall have the right to cast one (1) vote for each lot owned in the subdivision and said vote may be either in person or by proxy. If a lot has more than one owner, said owners shall be entitled to only one (1) vote. Any member of the Board shall be elected by a majority of the lot owners voting at this meeting.

11. The Board of Governors may make such rules and regulations affecting the use of the subject property as they so desire, said rules and regulations to include, but are not limited to the following:

(a) Any structure for mooring boats to be erected shall be first submitted to the Board of Governors with complete plans and specifications, which specifications shall require construction of treated lumber and said structure must be approved by the Board of Governors as to the width, height, location, design and specifications of any structure. No structure of wood shall be erected that is not neatly painted with two (2) coats of paint. No piers or any other structure shall be erected or shall extend into the lake abutting the property, said lake being known as the Natchez Trace Village Lake.

(b) With the permission of the Board of Governors lot owners may permit guests to maintain boats on their property, provided that such privileges do not interfere with the other property owners rights and privileges; however, no boat of any kind owned by any person other than the owner of the lot in the hereinabove described land shall be allowed to be moored or maintained in any adjacent water on a permanent basis.

(c) The owner of each lot except the owner of Natchez Trace Village shall annually pay a maintenance charge for the purpose of creating a fund to be known as the "Natchez Trace Maintenance Fund". The amount of the annual charge may be fixed by the Board of Governors but, in no event, shall exceed Fifty Dollars and 00/100 (\$50.00) per year, per lot. The purpose of the maintenance fund, among other things, may include but is not limited to the upkeep of public right-of-ways, insect control,

employment of a watchman, repair and maintenance of any facility designed for the benefit of the property owners in the subdivision and the payment of any taxes on any facility which provides for the general benefit of the lot owners.

(d) The Board of Governors shall have the power and authority to formulate rules and regulations in addition to those herein set out, which rules and regulations in the opinion of the Board of Governors shall add to the beneficial use of the subject property and shall contribute to the safety and beauty of the property.

13. All homes shall be for the purposes of single family residential dwellings, and no dwelling shall ever be financed in any manner or mortgaged to any lender which is guaranteed by the Federal Housing Administration, the Veterans Administration or any other institution whose loan would be insured by the United States of America or its agents.

14. The owner of the lot conveyed herein shall have the perpetual right to use the entire lake known as Natchez Trace Village lake, and the owners of lots abutting on the lake shall use their lot as a means of ingress and egress to said lake. As to owners of lots which do not abut the lake, said owner shall be provided, along with other owners of lots not abutting the lake, with a common means of ingress and egress to the lake.

15. All homes constructed on corner lots must face the point of intersection of the two streets abutting said lot.

16. No entrance to any garage or carport shall face the street which abuts said lot.

17. Enforcement shall be by proceedings at law or in equity against any person violating, or attempting to violate any covenant.

18. Invalidity of any of these covenants by judgment or court order shall, in no case, affect any of the other provisions which shall remain in full force and effect.

19. These covenants shall run with the land and shall be binding on all persons for a period of twenty-five (25) years from the date of this instrument, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by two-thirds (2/3) of the then owners of the lots in Natchez Trace Village has been recorded, agreeing to the change in said covenants in whole or in part, or to revoke the covenants entirely.

STATE OF MISSISSIPPI, County of Madison

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 10 day of December, 1962, at 10 o'clock A.M., and was duly recorded on the 10 day of December, 1962, Book No. 56, on Page 102 in my office.

Witness my hand and seal of office, this the 10 day of December, 1962.

By W. A. SIMS, Clerk
H. J. Sims, D.C.

10. 7. 1.

Excepted from the warranty of this conveyance are all of the oil, gas and other minerals, in, on, or under the above described property, but the Grantors hereby sell, convey and quitclaim unto the Grantees hereinafter, transferor's right, title and interest in and to the oil, gas and other minerals.

24 36 FEB 5 1942

For the same considerations as stated above, the Grantors do hereby sell and convey unto the Grantee herein in a perpetual but a non-exclusive right to use the lands and streets surrounding and in the vicinity of said Trace Village as a means of ingress and egress to the property conveyed herein, but the Grantee shall retain the right to dedicate said streets and roads in the future for public use.

Edmund Williams Childs, wife of Lewis L. Childs, Jr., owns no part of the above described property and joins in this conveyance for the purpose of releasing her in any homestead rights in the property conveyed herein. The lands conveyed herein constitute no part of the homestead of said Childs.

The Grantee agrees to pay for all taxes due on the above described property for the year 1942.

WITNESS my hand and seal this 1st day of February, 1942.

LEWIS L. CHILDS, Jr.

EDMUND WILLIAMS CHILDS

and others

STATE OF MISSISSIPPI
COUNTY OF HINDS

For and in case and appearance of the above named authority and for the purpose of attesting, within and at LEWIS L. CHILDS, Jr., County of Hinds, State of Mississippi, who acknowledged to me that said Childs, and the above and foregoing instrument, as witness my hand and seal in the year therein mentioned.

26

Given under my hand and official seal of
office this, the 23rd day of November, 1962.

Samuel S. Hurd
NOTARY PUBLIC

My commission expires: 6
2-28-65

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, in
the presence of authority in and for the jurisdiction afore-
said, the within named OUS NOBLE, who acknowledged to me
that he signed and delivered the above and return
instrument or writing on the day and in the place therein
mentioned.

Given under my hand and official seal of office
this, the 23rd day of November, 1962.

Samuel S. Hurd
NOTARY PUBLIC

My commission expires: 6
2-28-65

PROTECTIVE COVENANTS AFFECTING NATCHEZ TRACE VILLAGE

1. The property conveyed herein shall be known and described as residential property and no structure shall be erected, placed, altered, or permitted to remain on said lot other than a residential building meeting the specifications and requirements hereinafter set out; however, nothing herein contained shall be construed in such a way as to prohibit the continued use and ~~and around~~ maintenance of a water well or pumping system to be installed on the property, provided the operation of said wells and water system over and across any of the property does not interfere with the construction of homes on any of the lots.

2. No dwelling house shall be constructed on the said lot having an area of less than 1,800 square feet of living area for a one story house, nor having less than 1,200 square feet of living area on the lower floor of one and one-half or a two story house.

3. No noxious or offensive activities shall be carried on upon any of the said property, nor shall anything be done thereon which may become a nuisance or nuisance to the neighborhood.

4. No type structure shall be erected on any of the lots in the subdivision without prior submission of the plans and specifications to the Board of Governors of Natchez Trace Village, hereinafter provided for, and approval of such structure must hereinafter be obtained from the said Board of Governors prior to construction.

5. No changes or alterations shall be made after the original construction of the structure on a lot until such plans and specifications for the alterations have been submitted to, and approved, in writing, by the Board of Governors of Natchez Trace Village as said Board is hereinafter set out.

6. The owner of the property shall keep the grass on said property neatly cut and shall keep the property free of weeds, litter and rubbish of all kinds.

7. All septic tanks shall be installed in accordance with the requirements of the Mississippi State Board of Health and shall not be put in use until a certificate of approval from the Mississippi State Board of Health is submitted to the Board of Governors.

8. No trailer, other than a boat trailer, shall be placed or maintained on said property.

9. This property may not be resubdivided; however, nothing herein contained shall prevent the owner of two adjacent lots from treating the combined area of the two (2) lots as one (1) building lot, in which event the section line for building purposes shall be construed and interpreted to apply to the outside lines of the two (2) combined lots and not to the line which is common to both lots.

10. No dwelling shall be located on any residential lot nearer than 50 feet to the front lot line, nor nearer than 25 feet to any side lot line.

11. It is understood and agreed that the land conveyed herein shall be bound by the rules and regulations formulated by the Board of Governors of Natchez Trace Village, which Board of Governors shall consist of Lewis L. C. Grey, Jr., Gus Noble and Lewis L. C. Grey, Sr., and Lewis L. C. Grey, Jr., Gus Noble

and Lewis L. Culley, Sr., shall serve as members of the said Board of Governors until such time as ten (10) homes in an area to be known as Natchez Trace Village shall be constructed and occupied by permanent residents. In the event the said Lewis L. Culley, Jr., Gas Noble or Lewis L. Culley, Sr., shall die while serving as members of the Board of Governors, then the other members of the Board of Governors shall appoint another person to serve as a member of said Board of Governors until such time as ten (10) homes have been constructed and are occupied by permanent residents, and said other member shall serve until term of office to be determined by the original members of the Board of Governors. In the event all of the original Board of Governors should die while serving as a member of the Board of Governors, the owners of the remaining property in Natchez Trace Village shall meet at a time and place to be determined by the owner of the majority of the property and three members shall be elected to serve until such time as ten (10) homes are constructed and actually occupied by permanent residents. When ten (10) homes are actually constructed and occupied by permanent residents, then, on the second Monday of each May thereafter there shall be held a meeting of the then owners of the various lots of the said subdivision, which meeting is to be held at 7:00 o'clock P.M., at a place to be designated in a written notice posted at the main entrance to the property, which said meeting shall be for the purpose of electing members to the Board of Governors. An owner shall have the right to cast one (1) vote for each lot owned in the subdivision and said vote may be either in person or by proxy. If a lot has more than one owner, said owners shall be entitled to only one (1) vote. Any member of the Board shall be elected by a majority of the lot owners voting at this meeting.

12. The Board of Governors may make such rules and regulations affecting the use of the subject property as they so desire, said rules and regulations to include, but are not limited to the following:

(a) Any structure for mooring boats to be erected shall be first submitted to the Board of Governors with complete plans and specifications, which specifications shall require construction of treated lumber and said structure must be approved by the Board of Governors as to the width, height, location, design and specifications of any structure. No structure of wood shall be erected that is not neatly painted with two (2) coats of paint. No piers or any other structure shall be erected or shall extend into the lake abutting the property, said lake being known as the Natchez Trace Village Lake.

(b) With the permission of the Board of Governors lot owners may permit guests to maintain boats on their property, provided that such privileges do not interfere with the other property owner's rights and privileges; however, no boat of any kind owned by any person other than the owner of the lot in the hereinabove described land shall be allowed to be moored or maintained in any adjacent water on a permanent basis.

(c) The owner of each lot except the owner of Natchez Trace Village shall annually pay a maintenance charge for the purpose of creating a fund to be known as the "Natchez Trace Maintenance Fund". The amount of the annual charge may be fixed by the Board of Governors but, in no event, shall exceed Fifty Dollars and 00/100 (\$50.00) per year, per lot. The purpose of the maintenance fund, among other things, may include but is not limited to the upkeep of public right-of-ways, insect control,

employment or maintenance of any facility designed for the benefit of the property owners in the subdivision and the payment of any taxes on any facility which provides for the general benefit of the subdivision.

(d) The Board of Governors shall have the power and authority to make rules and regulations in addition to those herein set out, which shall, in the opinion of the Board of Governors, be for the beneficial use of the subject property and shall contribute to the safety and beauty of the property.

13. All homes shall be for the purposes of single family residential dwellings, and no dwellings shall ever be financed in any manner or arranged to any lender which is guaranteed by the Federal Housing Administration, the Veterans Administration or any other institution whose loan would be insured by the United States or America or its agents.

14. The owner of the lot conveyed herein shall have the perpetual right to use the entire lake known as Natchez Trace Village Lake, and the owners of lots abutting on the lake shall use their lots as means of ingress and egress to said lake. As to owners of lots which do not abut the lake, said owner shall be provided, along with other owners of lots not abutting the lake, with a common means of ingress and egress to the lake.

15. All home lots and other lots must face the public street or intersection of two streets abutting said lot.

16. No entrance to any home or garage shall face the street or public intersection.

17. Home owners shall be bound by all laws, at law or in equity and all court orders relating, or attempting to violate any provision.

18. Any violation of any of these covenants by plaintiff or court order shall, in any case, constitute a violation of the other provisions which shall remain in full force and effect.

19. These covenants shall run with the land and shall be binding on all persons for a period of twenty-five (25) years from the date of their execution, after which time these covenants shall be automatically extended for five periods of ten (10) years unless a majority of two-thirds (2/3) of the then owners of the lots of Natchez Trace Village has been obtained, agreeing to amend or discharge covenants in whole or in part, or to revoke or suspend them entirely.

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 19 day of December, 1967, at 10 o'clock A.M., and was duly recorded on the 25 day of December, 1967, Book No. 56 on Page 17 in my office.

Witness my hand and seal of office, this the 19 of December, 1967.

By W. A. Sims, Clerk D.C.

WARRANTY DEED

NO. 100

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand this day paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, WE, the undersigned, LEWIS L. CULLEY, JR., and SUS NOBLE, do hereby sell, convey, and warrant unto KATE RHODES BROWNE, the following described land and property, lying and being situated in Madison County, State of Mississippi, particularly described as follows, to-wit:

Commencing at the NW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, T 7 N, R 2 E, Madison County, Mississippi; run thence S 48° 34' E along the line between Section 15 and said Section 22, for a distance of 327.9 feet; run thence S 07° 33' W 187.7 feet to a point on the South boundary line of an existing street; run thence S 82° 27' E along the South boundary line of said street for a distance of 211.1 feet to the point of beginning of the land herein described; run thence S 16° 53' W 246.5 feet; thence S 67° 26' E 146.6 feet; thence N 26° 37' E 242.2 feet to a point on the South boundary line of the aforementioned street; turn thence to the left through an angle of 68° 42' and run around a curve to the right whose radius is 244.2 feet for a distance of 17 feet to the P. T. of said curve; run thence N 38° 43' W 41.1 feet to the P. T. of a curve; run thence around said curve to the left whose radius is 17.3 feet for a distance of 27.5 feet to the P. T. of said curve; run thence N 82° 27' W 104.1 feet to the point of beginning; said land herein described being located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 22, T 7 N, R 2 E, Madison County, Mississippi, and containing 1.00 acre.

The warranty of this conveyance is made subject to all protective covenants which are attached hereto as Exhibit "A" and made a part hereof as though fully copied herein in words and figures.

Excepted from the warranty of this conveyance are all of the oil, gas and other minerals, in, on, or under the above described property, but the Grantors do hereby sell, convey and quitclaim unto the Grantee herein all of Grantors' right, title and interest in and to said oil, gas or other minerals.

For the same considerations as stated above, the Grantors do hereby sell and convey unto the Grantee herein a perpetual



but a non-exclusive right to use the roads and streets surrounding and in the vicinity of Natchez Trace Village as a means of ingress and egress to the property conveyed herein, but the Grantors herein reserve the right to dedicate and create new roads in the future for public use.

Bethany Watkins Culley, wife of Lewis L. Culley, Jr., owns no part of the above described property but to her is made conveyance for the purpose of forever waiving any heretofore rights in and unto the property herein.

The Grantors agree to pay the ad valorem taxes on the above described property for the year 1961.

WITNESS OUR SIGNATURES THIS 14 day of October, 1961.

LEWIS L. CULLEY, JR.

BETHANY WATKINS CULLEY

NOTARIAL

STATE OF MISSISSIPPI

COUNTY OF LINDS: ::::

Personally came and appeared before me, the undersigned authority in and for the jurisdiction herein, Lewis L. Culley, Jr. and wife, Bethany Watkins Culley, who acknowledged to me that they signed and executed the above and foregoing instrument or instruments on the day and year therein mentioned.

Given under my hand and official seal of office, this, the 14 day of October, 1961.

NOTARY PUBLIC


My Commission expires: 1-1-62

STATE OF MISSISSIPPI

COUNTY OF HINDS:.....

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named JES NOBLE, who acknowledge to me that he signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

Given under my hand and official seal of office, this, the 25 day of October, 1962.


NOTARY PUBLIC

My Commission Expires: 1 18 1963

PROTECTIVE COVENANTS AFFECTING NATCHEZ TRACE VILLAGE

1. The property conveyed herein shall be known and described as residential property and no structure shall be erected, placed, altered, or permitted to remain on said lot other than a residential building meeting the specifications and requirements herein-after set out; however, nothing herein contained shall be construed in such a way as to prohibit the continued use and maintenance of a water well or pumping system to be installed in ~~the~~ ^{and around} property, provided the operation of said wells and water system over and across any of the property does not interfere with the construction of homes on any of the lots.

2. No dwelling house shall be constructed on the said lot having an area of less than 1,800 square feet of living area for a one story house, nor having less than 1,200 square feet of living area on the lower floor of a one and one-half or a two story house.

3. No noxious or offensive activities shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. No type structure shall be erected on any of the lots in said subdivision without prior submission of the plans and specifications to the Board of Governors of Natchez Trace Village, hereinafter provided for, and approval of such structure must hereinafter be obtained from the said Board of Governors prior to construction.

5. No changes or alterations shall be made after the original construction of the structure on a lot until such plans and specifications for the alterations have been submitted to, and approved, in writing, by the Board of Governors of Natchez Trace Village as said Board is hereinafter set out.

6. The owner of the property shall keep the grass on said property neatly cut and shall keep the property free of weeds, litter and rubbish of all kinds.

7. All septic tanks shall be installed in accordance with the requirements of the Mississippi State Board of Health and shall not be put in use until a certificate of approval from the Mississippi State Board of Health is submitted to the Board of Governors.

8. No trailer, other than a boat trailer, shall be placed or maintained on said property.

9. This property may not be resubdivided; however, nothing herein contained shall prevent the owner of two (2) adjoining lots from treating the combined area of the two (2) lots as one (1) building lot, in which event the set back line for building purposes shall be construed and interpreted to apply to the outside lines of the two (2) combined lots and not to the line which is common to both lots.

10. No dwelling shall be located on any residential lot nearer than 50 feet to the front lot line, nor nearer than 25 feet to any side lot line.

11. It is understood and agreed that the land conveyed herein shall be bound by the rules and regulations formulated by the Board of Governors of Natchez Trace Village, which Board of Governors shall consist of Lewis L. Culley, Jr., Gus Noble and Lewis L. Culley, Sr., and Lewis L. Culley, Jr., Gus Noble

and Lewis L. Culley, Sr., shall serve as members of the said Board of Governors until such time as ten (10) homes in an area to be known as Natchez Trace Village shall be constructed and occupied by permanent residents. In the event the said Lewis L. Culley, Jr., Gus Noble or Lewis L. Culley, Sr., shall die while serving as members of the Board of Governors, then the other members of the Board of Governors shall appoint another person to serve as a member of said Board of Governors until such time as ten (10) homes have been constructed and are occupied by permanent residents, and said other member shall serve for a term of office to be determined by the original members of the Board of Governors. In the event all of the original Board of Governors should die while serving as a member of the Board of Governors, the owners of the remaining property in Natchez Trace Village shall meet at a time and place to be determined by the owner of the majority of the property and three members shall be elected to serve until such time as ten (10) homes are constructed and actually occupied by permanent residents. When ten (10) homes are actually constructed and occupied by permanent residents, then, on the second Monday of each May thereafter there shall be held a meeting of the then owners of the various lots of the said subdivision, which meeting is to be held at 7:00 o'clock P.M., at a place to be designated in a written notice posted at the main entrance to the property, which said meeting shall be for the purpose of electing members to the Board of Governors. An owner shall have the right to cast one (1) vote for each lot owned in the subdivision and said vote may be either in person or by proxy. If a lot has more than one owner, said owners shall be entitled to only one (1) vote. Any member of the Board shall be elected by a majority of the lot owners voting at this meeting.

12. The Board of Governors may make such rules and regulations affecting the use of the subject property as they so desire, said rules and regulations to include, but are not limited to the following:

(a) Any structure for mooring boats to be erected shall be first submitted to the Board of Governors with complete plans and specifications, which specifications shall require construction of treated lumber and said structure must be approved by the Board of Governors as to the width, height, location, design and specifications of any structure. No structure of wood shall be erected that is not neatly painted with two (2) coats of paint. No piers or any other structure shall be erected or shall extend into the lake abutting the property, said lake being known as the Natchez Trace Village Lake.

(b) With the permission of the Board of Governors lot owners may permit guests to maintain boats on their property, provided that such privileges do not interfere with the other property owners rights and privileges; however, no boat of any kind owned by any person other than the owner of the lot in the hereinabove described land shall be allowed to be moored or maintained in any adjacent water on a permanent basis.

(c) The owner of each lot except the owner of Natchez Trace Village shall annually pay a maintenance charge for the purpose of creating a fund to be known as the "Natchez Trace Maintenance Fund". The amount of the annual charge may be fixed by the Board of Governors but, in no event, shall exceed Fifty Dollars and 00/100 (\$50.00) per year, per lot. The purpose of the maintenance fund, among other things, may include but is not limited to the upkeep of public right-of-ways, insect control,

employment of a watchman, repair and maintenance of any facility designed for the benefit of the property owners in the subdivision and the payment of any taxes on any facility which provides for the general benefit of the lot owners.

(d) The Board of Governors shall have the power and authority to formulate rules and regulations in addition to those herein set out, which rules and regulations in the opinion of the Board of Governors shall add to the beneficial use of the subject property and shall contribute to the safety and beauty of the property.

13. All homes shall be for the purposes of single family residential dwellings, and no dwelling shall ever be financed in any manner or mortgaged to any lender which is guaranteed by the Federal Housing Administration, the Veterans Administration or any other institution whose loan would be insured by the United States of America or its agents.

14. The owner of the lot conveyed herein shall have the perpetual right to use the entire lake known as Natchez Trace Village Lake, and the owners of lots abutting on the lake shall use their lot as a means of ingress and egress to said lake. As to owners of lots which do not abut the lake, said owner shall be provided, along with other owners of lots not abutting the lake, with a common means of ingress and egress to the lake.

15. All homes constructed on corner lots must face the point of intersection of the two streets abutting said lot.

16. No entrance to any garage or carport shall face the street which abuts said lot.

17. Enforcement shall be by proceedings at law or in equity against any person violating, or attempting to violate any covenant.

18. Invalidity of any of these covenants by judgment or court order shall, in no wise, affect any of the other provisions which shall remain in full force and effect.

19. These covenants shall run with the land and shall be binding on all persons for a period of twenty-five (25) years from the date of this instrument, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by two-thirds (2/3) of the then owners of the lots in Natchez Trace Village has been recorded, agreeing to the change in said covenants in whole or in part, or to revoke the covenants entirely.

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of Dec, 1962, at 8 o'clock P.M., and was duly recorded on the 18 day of Dec, 1962, Book No. 86 on Page 21 in my office.

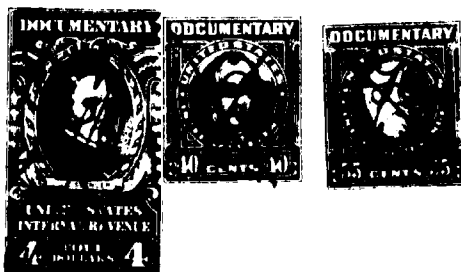
Witness my hand and seal of office, this the 18 of Dec, 1962.

By *W. A. Sims* W. A. SIMS, Clerk
D. C.

1990

[illegible]

Except from the minerals or their conveyance
hereafter mentioned, and other minerals, in, on, or
under the above described property, and the Grantee do
hereby sell, convey and quitclaim unto the Grantee hereinafter
named, Grantor's right, title and interest in and to said
oil, gas and other minerals.



194 196 198 200

For the same consideration stated above, the Grantors do hereby sell and convey unto the Grantee herein in a perpetual but a non-exclusive right to use the main and streets surrounding and in the vicinity of Laidley Trace Village as a means of ingress and egress to the property conveyed herein, but the Grantee herein covenants that the main and streets said streets and main in the future for public use.

Nathaniel Watson Cullen, wife of Lewis L. Cullen, Jr., owns no part of the above described property and joins in this conveyance for the purpose of removing any and all homestead rights in the property conveyed herein. The property conveyed herein constitute no part of the homestead of Noble.

The Grantee agrees to use the property conveyed in the above described property for the purpose stated.

WITNESS OUR HANDS AND SEALS OF OFFICE, this 1st day of May, 1902.

LEWIS L. CULLEN, JR.

NATHAN WATSON CULLEN

NOTARY

STATE OF MISSISSIPPI
COUNTY OF FIELDS

Personally came and appeared before me, the undersigned authority in and for the State of Mississippi, within and near LEWIS L. CULLEN, JR., and NATHAN WATSON CULLEN, who claim to be the owners of the property described in the above and signed instrument of conveyance to be recorded in the year there mentioned.

36 523

Given under my hand and official seal of office,
this, the 15th day of November, 1962.

[Signature]
NOTARY PUBLIC

My commission expires:
12-28-65

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned
authority in and for the aforesaid jurisdiction, the
within named JOE LOPE, who acknowledged to me that he
signed and delivered the above and foregoing instrument
writing on the day and in the year therein mentioned.

Given under my hand and official seal of office
this, the 15th day of November, 1962.

[Signature]
NOTARY PUBLIC

My commission expires:
12-28-65

PROTECTIVE COVENANTS AFFECTING NATCHEZ TRACE VILLAGE

1. The property conveyed herein shall be known and described as residential property and no structure shall be erected, placed, altered, or permitted to remain on said lot other than a residential building meeting the specifications and requirements herein-after set out; however, nothing herein contained shall be construed in such a way as to prohibit the continued use and maintenance of a water well or pumping system to be installed in ~~the~~ ^{and around} property, provided the operation of said wells and water system over and across any of the property does not interfere with the construction of homes on any of the lots.
2. No dwelling house shall be constructed on the said lot having an area of less than 1,800 square feet of living area for a one story house, nor having less than 1,200 square feet of living area on the lower floor of a one and one-half or a two story house.
3. No noxious or offensive activities shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. No type structure shall be erected on any of the lots in said subdivision without prior submission of the plans and specifications to the Board of Governors of Natchez Trace Village, hereinafter provided for, and approval of such structure must hereinafter be obtained from the said Board of Governors prior to construction.
5. No changes or alterations shall be made after the original construction of the structure on a lot until such plans and specifications for the alterations have been submitted to, and approved, in writing, by the Board of Governors of Natchez Trace Village as said Board is hereinafter set out.
6. The owner of the property shall keep the grass on said property neatly cut and shall keep the property free of weeds, litter and rubbish of all kinds.
7. All septic tanks shall be installed in accordance with the requirements of the Mississippi State Board of Health and shall not be put in use until a certificate of approval from the Mississippi State Board of Health is submitted to the Board of Governors.
8. No trailer, other than a boat trailer, shall be placed or maintained on said property.
9. This property may not be resubdivided; however, nothing herein contained shall prevent the owner of two (2) adjoining lots from treating the combined area of the two (2) lots as one (1) building lot, in which event the set back line for building purposes shall be construed and interpreted to apply to the outside lines of the two (2) combined lots and not to the line which is common to both lots.
10. No dwelling shall be located on any residential lot nearer than 50 feet to the front lot line, nor nearer than 25 feet to any side lot line.
11. It is understood and agreed that the land conveyed herein shall be bound by the rules and regulations formulated by the Board of Governors of Natchez Trace Village, which Board of Governors shall consist of Lewis L. Culley, Jr., Gus Noble and Lewis L. Culley, Sr., and Lewis L. Culley, Jr., Gus Noble

and Lewis L. Culley, Sr., shall serve as members of the said Board of Governors until such time as ten (10) homes in an area to be known as Natchez Trace Village shall be constructed and occupied by permanent residents. In the event the said Lewis L. Culley, Jr., Gus Noble or Lewis L. Culley, Sr., shall die while serving as members of the Board of Governors, then the other members of the Board of Governors shall appoint another person to serve as a member of said Board of Governors until such time as ten (10) homes have been constructed and are occupied by permanent residents, and said other member shall serve for a term of office to be determined by the original members of the Board of Governors. In the event all of the original Board of Governors should die while serving as a member of the Board of Governors, the owners of the remaining property in Natchez Trace Village shall meet at a time and place to be determined by the owner of the majority of the property and three members shall be elected to serve until such time as ten (10) homes are constructed and actually occupied by permanent residents. When ten (10) homes are actually constructed and occupied by permanent residents, then, on the second Monday of each May thereafter there shall be held a meeting of the then owners of the various lots of the said subdivision, which meeting is to be held at 7:00 o'clock P.M., at a place to be designated in a written notice posted at the main entrance to the property, which said meeting shall be for the purpose of electing members of the Board of Governors. An owner shall have the right to cast one (1) vote for each lot owned in the subdivision and said vote may be either in person or by proxy. If a lot has more than one owner, said owners shall be entitled to only one (1) vote. Any member of the Board shall be elected by a majority of the lot owners voting at this meeting.

12. The Board of Governors may make such rules and regulations affecting the use of the subject property as they so desire, said rules and regulations to include, but are not limited to the following:

(a) Any structure for mooring boats to be erected shall be first submitted to the Board of Governors with complete plans and specifications, which specifications shall require construction of treated lumber and said structure must be approved by the Board of Governors as to the width, height, location, design and specifications of any structure. No structure of wood shall be erected that is not neatly painted with two (2) coats of paint. No piers or any other structure shall be erected or shall extend into the lake abutting the property, said lake being known as the Natchez Trace Village Lake.

(b) With the permission of the Board of Governors lot owners may permit guests to maintain boats on their property, provided that such guests do not interfere with the other property owner's rights and privileges; however, no boat of any kind owned by any person other than the owner of the lot in the hereinabove described land shall be allowed to be moored or maintained in the adjacent water on a permanent basis.

(c) The owner of each lot except the owner of Natchez Trace Village shall annually pay a maintenance charge for the purpose of creating a fund to be known as the "Natchez Trace Maintenance Fund". The amount of the annual charge may be fixed by the Board of Governors but, in no event, shall exceed Fifty Dollars and 00/100 (\$50.00) per year, per lot. The purpose of the maintenance fund, among other things, may include but is not limited to the upkeep of public right-of-ways, insect control,

employment of a watchman, repair and maintenance of any facility designed for the benefit of the property owners in the subdivision and the payment of any taxes or any fee which provides for the general benefit of the lot owner.

(d) The Board of Governors shall have the power and authority to formulate rules and regulations in addition to those herein set out, which rules and regulations in the opinion of the Board of Governors shall add to the beneficial use of the subject property and shall contribute to the safety and beauty of the property.

13. All homes shall be for the purposes of single family residential dwelling, and no dwelling shall be financed in any manner or mortgaged to any lender which is guaranteed by the Federal Housing Administration, the Veterans Administration or any other institution whose loan would be insured by the United States of America or its agents.

14. The owner of the lot conveyed herein shall have the potential right to use the entire lake known as Natchez Trace Village Lake, and the owners of lots abutting on the lake shall use their lot as a means of ingress and egress to said lake. As to owners of lots which do not abut the lake, said owner shall be provided, along with other owners of lots not abutting on lake, with a common means of ingress and egress to the lake.

15. All homes shall be constructed to face the street or intersecting street abutting said lot.

16. No entrance or driveway shall face the street abutting said lot.

17. Enforceable remedies or proceedings at law or in equity against any person violating, or attempting to violate any covenant.

18. Invalidity of any of these covenants by judgment or court order shall, in no wise, affect any of the other provisions which shall remain in full force and effect.

19. These covenants shall run with the land and shall be binding on all persons for a period of twenty-five (25) years from the date of this instrument, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless and until a majority of two-thirds (2/3) of the then owners of the lots in Natchez Trace Village has been recorded, agreeing to the change in said covenants in whole or in part, or to the termination of the covenants entirely.

IN WITNESS WHEREOF, County of Madison

I, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in this day of December, 1961.

and on the 18 day of December, 1961, at the City of Madison, Tennessee.

Witness my hand and seal of office, this the 18th day of December, 1961.

By

W. E. E. E. E.

530H

86 PAGE 533

NO 0644

WARRANTY DEED

For a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, C. F. SIMS, do hereby convey and warrant unto W. A. SIMS, the following described property lying and being situated in the City of Joliet, Jefferson County, Mississippi, to-wit:

23 feet evenly off the West side of lot 22 on the North side of East Joliet Street, according to the official map of the City of Joliet recorded by roller and deed in 1930.

Grantor intends to convey and does hereby convey, whether expressly described or not, the lot upon which the above described property is situated and being the same lot conveyed to him by deed of J. F. SIMS by deed recorded in Book 14 at Page 174, less that part sold to Mr. C. F. SIMS.

Witness my hand and seal, this the 15th day of December, 1962.

Dr. L. M. Lewis

Notary Public in and for the State of Mississippi, do hereby certify that the within instrument was filed for record in my office this 15th day of December, 1962, at 11:50 o'clock A.M., and was duly recorded on the 18th day of December, 1962, Book No. 86 on Page 533.

Witness my hand and seal, this the 15th day of December, 1962.

W. A. Sims, Chancery Clerk
By Hazel E. West, D.C.

Jan 1, 1964

STATE OF MISSISSIPPI, County of Madison:
I, W. A. SIMS, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15th day of Dec, 1962, at 11:50 o'clock A.M., and was duly recorded on the 18th day of Dec, 1962, Book No. 86 on Page 533 in my office.
Witness my hand and seal of office, this the 18th of Dec, 1962.
By Hazel E. West, D.C.
W. A. SIMS, Clerk

300 11 41 1962

WARRANTY DEED

NO 7659

For a valuable consideration cash in hand paid to me by Mamie C. Brown and Carl D. Brown, the receipt of which is hereby acknowledged, I, Ruby C. Lehner, do hereby convey and warrant unto the said Mamie C. Brown and Carl D. Brown the following described property lying and being situated in Madison County, Mississippi, to-wit:

My undivided interest in and to: All that part of the NE 1/4 of SW 1/4 lying north and west of the Canton and Artesian Springs Road in Section 34, containing 10 acres, more or less. Also a tract of land described as beginning at a point where the Canton and Artesian Springs road crosses the north boundary line of the SE 1/4 of SW 1/4 of Section 34, and run thence west along the said boundary line 36 rods, thence south to a stake near the corner of a place of woodland, thence east to a post-oak tree standing at the corner of the Canton and Artesian Springs road, thence north along the road to the place of beginning, containing five and one half acres of land, more or less. Also 30 acres of land off of the east side of the NE 1/4 of the SW 1/4 of Section 34; all of the said above and foregoing lands being, lying, located and situated in Township 12 North, Range 4 East, and containing in all 45 1/2 acres of land, more or less.

It is agreed and understood that the ad valorem taxes on the above described property for the year 1962, of _____ by the grantor and _____ by the grantees.

Witness my signature, this the 17 day of November, 1962.

Ruby C. Lehner
Ruby C. Lehner

State of Mississippi

Madison County

Personally appeared before me, the undersigned authority in and for said County and State, the within named Ruby C. Lehner who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as and for her act and deed.

Given under my hand and seal of office, this the 17 day of November, 1962.

W. A. Sims
Notary Public.

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of Dec 1962, at 4:11 o'clock P. M., and was duly recorded on the 18 day of Dec 1962, Book No. 86 on Page 1311 in my office.

Witness my hand and seal of office, this the 18 of Dec 1962.

W. A. Sims
W. A. SIMS, Clerk
By Agel E. West D. C.

Do not record above this line.

Requisition No.

12-11-62 - 1

Grant Lewis and Mary Lewis

THE STATE OF MISSISSIPPI,
County of Madison**WARRANTY DEED**

0:07

For and in consideration of SIXTY EIGHT AND-----83 /100
Dollars (\$ 68.83)the receipt of which is hereby acknowledged, I or we, the undersigned, hereby bargain, sell, convey and
warrant unto the State Highway Commission of Mississippi, a body corporate by statute, on
Federal Aid Project No. I-55-2(24)103 the following described land:

Begin at the Northwest corner of Lot 1 of Block A of McLaurin's Tougaloo Heights in the Northeast 1/4 of Section 36, Township 7 North, Range 1 East, and run Southerly along the West line of said Lot 1, a distance of 95 feet, more or less, to a point on the proposed West right of way line of Federal Aid Project No. I-55-2(24)103; thence Southeasterly along said right of way line, a distance of 285 feet, more or less, to a point on the South line of Lot 2 of Block A; thence Easterly along the South line of said Lot 2, a distance of 63 feet, more or less, to the Southeast corner of said Lot 2; thence Northerly along the East line of said Lot 2, a distance of 311 feet to the Northeast corner of said Lot 2; thence Westerly along the North line of said Lots 1 and 2, a distance of 248 feet to the point of beginning; containing 1.30 acres, more or less, and being situated in Lots one and 2 of Block A of McLaurin Tougaloo Heights in the Northeast 1/4 of Section 36, Township 7 North, Range 1 East, Madison County, Mississippi.

Together with any and all abutters rights of access, if any, in, to, over, on, and across the lands herein conveyed.

This conveyance is for the full undivided interest of the Grantor, which undivided interest is one-sixth (1/6) of one-eighteenth (1/18) interest inherited from Fannie Lewis Jenkins, deceased, wife of the Grantor.

The grantor herein further warrants that the above described property is no part of his or her homestead.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness MY signature the 14th Day of DECEMBER, A. D., 19 62Donald K. Marcus
James W. Rogers, Jr.James Jenkins

STATE OF MISSISSIPPI,

County of Madison

This day personally appeared before me, the undersigned authority, the above named
Donald K. Marcus and wife
who acknowledged that James W. Rogers, Jr. signed and delivered the foregoing deed on the day and year
therein mentioned.

Given under my hand and official seal this 14th day of DECEMBER, A. D., 19 62

(PLACE SEAL HERE)

Title.

Whereas on the 29th day of April, 1959, Willie Mae Cage, a widow, executed a deed of trust conveying the herein after described property to Hermon Dean, Trustee to secure the payment of a certain indebtedness described in said deed of trust, which deed of trust is recorded in Land Deed of Trust Book 265, page 370 in the office of the Chancery Clerk of Madison County, Mississippi; and

whereas the deed of trust provides that the beneficiary could appoint another trustee instead of Hermon Dean without assigning any reason therefor; and whereas said beneficiary did by instrument dated November 3, 1962 appoint me substitute trustee, and which appointment has been actually spread upon the records of Madison County, Mississippi, in Book 298, page 1 before the first publication of the notice to sell; and

Whereas on November 1, 1962 the indebtedness secured by said deed of trust was past due and unpaid and I was requested by the owner of the debt and deed of trust and the holder of the notes described therein to execute said deed of trust by a sale of the property described in said deed of trust, and I have advertised said property in said deed of trust as required by the law and the terms of said deed of trust, and did between the hours of 11 a.m. and 4 p.m. December the 10th, 1962, at the south door of the Court House in Canton, Madison County, Mississippi offer said property for sale to the highest bidder for cash in the manner required by law and the terms of said advertisement and of said deed of trust; and

Where at said time and place the undersigned received from the hereinafter named grantee a bid of \$1,500.00 which was the highest bid for said property; and said bidder was then and there declared to be the purchaser of said property; and

Whereas I have done and performed all the things required under the terms of said deed of trust with reference to the sale of said land, and all things required by law in such cases, and have credited the proceeds of said sale upon said indebtedness secured by said deed of trust.

Now therefore in consideration of the sum of \$1,500.00, cash in hand paid, the receipt of which is hereby acknowledged, I Jack M. Greaves, Substituted Trustee, do hereby sell and convey unto Harry Roell the following described land, lying and being situated in Madison County, Mississippi, to-wit:

The South three-quarters of the South East Quarter of the South East Quarter of the North East Quarter (S 3/4 SE 1/4 of SE 1/4 of NE 1/4) Section Thirty Six (36), Township 8 North, Range 2 East.

This deed is given for the purpose of correcting the original substituted trustees sale of the above described land to show that the trustee received \$1,500.00 in cash from Harry Roell for the above described land. The original deed failed to show that said \$1,500.00 was paid in cash by the said Harry Roell.

Witness my signature this the 18th day of December, 1962.

Jack M. Greaves
Substituted Trustee

State of Mississippi

Madison County

Personally appeared before me the undersigned authority in and for said County and State, Jack M. Greaves, Substituted Trustee, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein named.

Given under my hand and official seal this the 18th day of December, 1962.

W. A. Sims Clerk

By Thel E. West D.C.

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of Dec, 1962, at 10:30 clock A.M., and was duly recorded on the 21 day of Dec., 1962, Book No. 86 on Page 538 in my office.

Witness my hand and seal of office, this the 21 of December, 1962.

W. A. SIMS Clerk
By Thel E. West D.C.