

RESTRICTIVE COVENANTS  
OF  
WELLINGTON SQUARE SUBDIVISION

WHEREAS, HUGH DANCY, is the owner of certain property now known as WELLINGTON SQUARE SUBDIVISION, SECTION "A", as recorded in Plat Book 40, Page 41, in the Office of the Chancery Clerk of DeSoto County, Mississippi;

WHEREAS, HUGH DANCY, desires to record these RESTRICTIVE COVENANTS OF WELLINGTON SQUARE SUBDIVISION, and so noted on the plat of said WELLINGTON SQUARE SUBDIVISION, recorded in Plat Book 40, Page 41, in the Office of the Chancery Clerk of DeSoto County, Mississippi;

NOW THEREFORE, HUGH DANCY, hereby records and makes subject to said Plat of WELLINGTON SQUARE SUBDIVISION, recorded in Plat Book 40, Page 41, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following RESTRICTIVE COVENANTS which shall run with the land thereby:

1. All lots in this subdivision shall be known as residential lots and no structure shall be erected on any lot other than one single family residence and garage and not more than one (1) detached storage building. No recreational vehicle nor camping trailer is to be parked or stored on any lot unless same is under the carport or in the garage or in the rear yard.
2. Building line setbacks shall be 25 feet minimum from front, 5 feet from each side yard, and 20 feet from the rear.
3. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
4. Vegetable gardening shall be allowed only to the rear of the home. No animals, livestock, or poultry of any kind shall be raised, kept or bred on any lot, except dogs, cats and other household pets which may be kept provided they are not for any commercial purposes. No commercial breeding is allowed.

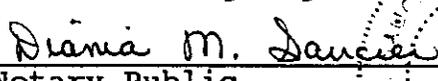
5. All dwellings shall contain a minimum of 900 square feet of finished heated living area. No building shall be more than two stories in height, but the floor space of the second story may be included in computing the minimum square footage of living area which is allowable. A variance of less than 5% shall not be deemed a violation.
6. No structure of a temporary character such as a trailer, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit.
7. No fence may be erected on any portion of any lot between the front of the residence and the street, and between the side of the residence and the street on the corner lots. Other fenceable areas must be of uniform material and construction to that fence provided by the developer.
8. No motor vehicle or any other vehicle, including a boat, motor, boat trailer, lawn mower, tractor or similar vehicle may be stored on any lot for the purposes of repair of same and no A-frame or motor mount may be placed on any lot. No repair of automobiles or any other vehicles or property, including those enumerated in any of the Restrictions, shall take place on any lot where such repairs constitute or are done for a commercial purpose.
9. These restrictions may be altered or amended only by the developer, or its assigns or successors by written instrument duly executed, acknowledged and recorded; provided, however, the developer agrees that these restrictions will not be altered or amended without the consent of the majority of the lot purchasers. The developer shall be considered a lot purchaser and shall have a vote for each unsold lot for the purpose of consent to amendments.

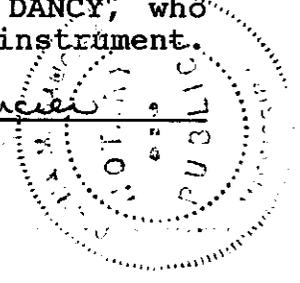
- 10. If the parties hereto or any of them or their heirs or assigns shall violate any of the Covenants or Restrictions herein before they expire, it shall be lawful for any other person or persons owning lots in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants or Restrictions and either to prevent him or them doing so or to recover damages for such violations.
- 11. Invalidation of any one of the Covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
- 12. Construction of any dwelling shall be completed within six (6) months from commencement of construction.
- 13. Lot owners use of their property may be further restricted by the By-Laws of the WELLINGTON SQUARE HOMEOWNERS ASSOCIATION, INC. as recorded in Book 40, Page 41, in the Office of the Chancery Clerk, DeSoto County, Hernando, Mississippi.

  
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 HUGH DANCY

STATE OF MISSISSIPPI  
 COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17<sup>th</sup> day of August, 1992, within my jurisdiction, the within named HUGH DANCY, who acknowledged that he executed the above and foregoing instrument.

  
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 Diana M. Dancisi  
 Notary Public



My Commission Expires:  
11-28-94

STATE MS.-DESOTO CO. *7/2*  
 FILED

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RECORDED 824-92  
 DEED BOOK 248  
 PAGE 547  
 W.E. DAVIS CH.CLK.