

OLDE VINEYARD SUBDIVISION

PROTECTIVE COVENANTS AND PLATS

Phases I, II, III-A, III-B and IV

Combined and Amended

September 23, 2024

**Protective Covenants
Olde Vineyard Subdivisions
Parts I, II, III-A, III-B & IV**

WHEREAS, Trace Development Co., a Mississippi Corporation, was the owner of all lots situated in Olde Vineyard Subdivision – Part I, a subdivision in the City of Clinton, First and Second Judicial Districts, Hinds County, Mississippi, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County, Jackson, Mississippi, in Plat Book 33 at page 30, and in Plat Book A at page 63 in the office of the Chancery Clerk of Hinds County at Raymond, Mississippi; which provide protective and restrictive covenants which apply to all lots of said Subdivision, which are described as follows:

Lots 1 through 71, Olde Vineyard Subdivision, a Subdivision in the City of Clinton, First and Second Judicial Districts, Hinds County, Mississippi, as shown by the map or plat thereof in Plat Book 33 at page 30 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, and in Plat Book A at page 63 in the office of the Chancery Clerk of Hinds County at Raymond, Mississippi, reference to said maps or plats being hereby made in aid hereof.

These Protective Covenants are recorded in Book 3296 at Pages 72 - 77, in the office of the Chancery Clerk of Hinds County, Jackson, Mississippi and in Book 347 at Pages 624-629 in the office of the Chancery Clerk of Hinds County at Raymond, Mississippi and the Supplement To Protective Covenants recorded in Book 3306 at Pages 472 - 473 in the office of the Chancery Clerk of Hinds County, Jackson, Mississippi and in Book 349 at Pages 8 - 9 in the office of the Chancery Clerk of Hinds County at Raymond, Mississippi. An Amendment to Protective Covenants recorded in Book 3344 at Pages 470-475 in the office of the Chancery Clerk of Hinds County, Jackson, Mississippi and in Book 350 at Pages 559 - 564 in the office of the Chancery Clerk of Hinds County at Raymond, Mississippi.

and

WHEREAS, Trace Development Co., a Mississippi Corporation, was the owner of all lots situated in Olde Vineyard Subdivision – Part II, a subdivision in the City of Clinton, First and Second Judicial Districts, Hinds County, Mississippi, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County, Jackson, Mississippi, in Plat Book 35 at page 3, and in Plat Book A at page 66 in the office of the Chancery Clerk of Hinds County at Raymond, Mississippi, which provide protective and restrictive covenants which apply to all lots of said Subdivision, which are described as follows:

Lots 1 through 37, Olde Vineyard Subdivision – Part II, a Subdivision in the City of Clinton, First and Second Judicial Districts, Hinds County, Mississippi, As shown by the map or plat thereof in Plat Book 35 at page 3 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, and in Plat Book A at page 66 in the office of the Chancery Clerk of Hinds County at Raymond, Mississippi, reference to said maps or plats being hereby made in aid hereof.

These Protective Covenants are recorded in Book 3552 at Pages 645 - 650, in the office of the Chancery Clerk of Hinds County, Jackson, Mississippi and in Book 371 at Pages 463 - 469 in the office of the Chancery Clerk of Hinds County at Raymond, Mississippi.

and

WHEREAS, Vineyard Development, Inc., a Mississippi Corporation, was the owner of all lots situated in Olde Vineyard Subdivision – Part III-A, a subdivision in the City of Clinton, First Judicial District, Hinds County, Mississippi, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County, Jackson, Mississippi, in Plat Book 37 at page 38, which provide protective and restrictive covenants which apply to all lots of said Subdivision, which are described as follows:

Lots 9 through 33, OLDE VINEYARD SUBDIVISION, PART III-A, a Subdivision in the City of Clinton, First Judicial Districts, Hinds County, Mississippi, as shown by the map or plat thereof in Plat Book 37 at page 38 In the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, reference to said map or plat being hereby made in aid hereof.

These Protective Covenants are recorded in Book 4586 at Pages 211 - 217, in the office of the Chancery Clerk of Hinds County, Jackson, Mississippi and Amendment to Covenants recorded in Book 4664 at Pages 373 - 376.

and

WHEREAS, Vineyard Development, Inc., a Mississippi Corporation, was the owner of all lots situated in Olde Vineyard Subdivision – Part III-B, a subdivision in the City of Clinton, First Judicial District, Hinds County, Mississippi, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County, Jackson, Mississippi, in Plat Book 37 at page 48, which provide protective and restrictive covenants which apply to all lots of said Subdivision, which are described as follows:

Lots 1 through 8, and Lots 34 through 57, OLDE VINEYARD SUBDIVISION, PART III-B, a Subdivision in the City of Clinton, First Judicial District, Hinds County, Mississippi, as shown by the map or plat thereof in Plat Book 37 at page 48 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, reference to said maps or plats being hereby made in aid hereof.

These Protective Covenants are recorded in Book 4704 at Pages 390 - 396, in the office of the Chancery Clerk of Hinds County, Jackson, Mississippi.

and

WHEREAS, Vineyard Development, Inc., a Mississippi Corporation, was the owner of all lots situated in Olde Vineyard Subdivision – Part IV, a subdivision in the City of Clinton, First Judicial District, Hinds County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County, Jackson, Mississippi, in Plat Book 38 at page 15, which provide protective and restrictive covenants which apply to all lots of said Subdivision, which are described as follows:

Lots 58 through 98, OLDE VINEYARD SUBDIVISION, PART IV, a Subdivision in the City of Clinton, First Judicial District, Hinds County, Mississippi, as shown by the map or plat thereof in Plat Book 38 at page 15 in

the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, reference to said map or plat being hereby made in aid hereof.

These Protective Covenants are recorded in Book 4961 at Page 717, in the office of the Chancery Clerk of Hinds County, Jackson, Mississippi.

and

WHEREAS, the protective and restrictive covenants in the various Subdivisions are similar in many ways, there are some modifications that were included in the various Subdivisions as the Olde Vineyard Subdivision, as a whole, developed over the years; and

WHEREAS, all of the lots in the various Subdivisions have been sold by the original developers and all of the various Subdivisions are included in what is now known as the Olde Vineyard Subdivision (herein after sometimes referred to as the "OV Subdivision"); and

WHEREAS, the Olde Vineyard Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association") was organized and registered with the Mississippi Secretary of State on August 9, 1995 as a Non-Profit corporation; and;

WHEREAS, upon the recommendation of the Board of Directors of the Olde Vineyard Homeowners Association, Inc., _____ percent (___%) of the present homeowners have approved, as shown on the Exhibits attached hereto, combining and amending the protective and restrictive covenants, presently set forth in the various Protective Covenants referenced above, to be applied to all Lots in Olde Vineyard Subdivisions, Parts I, II, III-A, III-B and IV, for the protection and benefit of all present and future owners and occupants. The present Protective Covenants require seventy-five percent (75%) of the present homeowners to change or amend, in whole or part, the Protective Covenants of the Subdivisions; and

WHEREAS, the term "OV Subdivision" as used herein means the combination of the original Olde Vineyard subdivisions, Part I, II, II-A, III-B and IV; and

WHEREAS, the adoption of these combined and amended Protective Covenants do not waive or release any requirements or violations of the present separate Protective Covenants, unless expressly modified herein.

NOW THEREFORE, in consideration of the present advantages and the future advantages to accrue through the original Protective Covenants of the various Subdivisions and these combined and amended Protective Covenants, said owners hereby covenant and agree with all owners and occupants of a lot or lots in Olde Vineyard Subdivision, Parts I, II, III-A, III-B and IV, that the following protective and restrictive covenants shall apply to all lots in the combined OV Subdivision, unless specifically addressed separately herein, which are described as follows:

1. 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 single- family dwelling not to exceed two stories in height, a garage or carport for not more than three motor vehicles or less than two motor vehicles and one outbuilding, if approved as set forth herein. No carport shall face any street in OV Subdivision and all garages facing any street shall have garage doors. No mobile homes shall be allowed to be placed on any lot, either temporarily or otherwise. In no case shall any one lot or any combination of more than one lot be re-divided or subdivided or otherwise combined or divided to alter lots as indicated on the aforementioned Plats or Surveys.

All wiring has been run underground. All service lines from residential dwellings to the street, which include electrical, telephone, television and internet cables, shall be run underground. No poles, other than those for street lighting and street signs, have been erected. No other poles may be erected to mar the appearance of the streets or lots.

2. RESIDENTIAL DWELLING RENTAL PROHIBITION: No lot, residential dwelling, or any part thereof, may be rented or leased for either short term or long term.

3. RESTRICTIONS AS TO QUALITY AND SIZE: No residential dwelling shall be erected, altered, placed or permitted to remain on any lot or lots unless it shall possess living areas of heated and cooled floor area of a minimum of two thousand (2,000) square feet in the original Part I and two thousand two hundred (2,200) square feet in all other areas of OV Subdivision. Living areas are heated and/or cooled spaces including utility or storage rooms opening directly into a main portion of the residential dwelling. As to quality, all residential dwellings shall comply with or exceed the minimum property standards of the Federal Housing Administration under the single family 203-B program. The exterior of garages and carports, which are detached from the residential dwelling, shall conform to the residential dwelling as to quality and design material and quality of workmanship. All windows in each structure shall be a minimum of highest builders grade with bare aluminum or metal windows expressly prohibited. All roofing material on any residential dwelling, garage or carport must be a minimum of 25 year architectural shingles of darker, muted tones. Roofs of white, red or green in color are expressly prohibited. Partial shingle replacement is expressly forbidden.

4. RESTRICTIONS AS TO ARCHITECTURAL STYLE: A lot owner in building, causing to be built or renovating a residential dwelling on any lot in OV Subdivision shall not substantially duplicate the exterior elevation, including design and architecture, of any other residential dwelling then existing on the same street within one thousand (1,000) feet within OV Subdivision. For the purpose of this paragraph, the residential dwelling shall be considered in existence from the time excavation for the foundation is begun until the residential dwelling is removed from the development or is destroyed.

5. ARCHITECTURAL CONTROL: In order to ensure that all structures shall comply with these Restrictive Covenants, prior to commencement of construction, renovation, remodel, re-roofing or other activity outside of the residential dwelling, garage, carport or outbuilding on any lot, the plans proposed shall be submitted to the Architectural Review Committee of the Association for approval. The Board of Directors or a committee thereof may constitute the Architectural Review Committee. The following are examples of items required to be submitted for approval:

- (A) Residential dwelling plans, including garages and carports, together with the location and materials.
- (B) Plot plans identifying improvements to be made, together with the location and materials.
- (C) Outbuildings, including storage buildings, workshops and recreation facilities, together with identification of the type of outbuilding proposed, materials and location.
- (D) Repairs or renovations to the premises, if such repairs or renovations change the appearance of the pre-existing structure or lot.
- (E) Improvements to the premises, if such improvements change the appearance of the pre-existing structure or lot.

No construction or work on these items, or similar items, shall be commenced without the prior approval of the Architectural Review Committee.

Approval of the Architectural Review Committee is required prior to requesting and obtaining appropriate approvals or permits from Community Development and/or other applicable department(s) of the City of Clinton. Failure to request and receive approval of the Architectural Review Committee and Community Development and/or other applicable department of the City of Clinton may result in discontinuation of work started until appropriate approvals are received

and may result in removal of any work done if approvals are not received.

6. RESTRICTION AS TO FRONT OF LOTS, RESIDENCES, SIDEWALKS

AND DRIVEWAYS:

The front line of each lot shall be the line of the lot as it adjoins the street designated in the original Protective Covenants and Plats of OV Subdivision. Each residential dwelling shall have its front facing the front line of the lot. A lot Owner, as designated in the original Protective Covenants and Plats of OV Subdivision, shall construct and maintain a sidewalk of paved washed gravel concrete.

Each residential dwelling shall construct and maintain a washed gravel cement driveway extending from the pavement on the street to the garage or carport, which garage or carport must be attached to the residential dwelling. All paved surfaces in front of or beside the residential dwelling, such as porches, walkways, extended driveway and accessories, shall be of washed gravel cement to match the driveway, sidewalk and existing surfaces. If a decorative material other than washed gravel cement is desired, approval must be requested to and approved by the Architectural Review Committee.

7. NUISANCES, PROHIBITED ACTIVITIES AND PROHIBITED STRUCTURES:

The following is a list of items not permitted in OV Subdivision:

(A) 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 OV Subdivision.

(B) No landscaping, yard art or décor which is offensive, unsightly or inconsistent with the prestigious character of OV Subdivision is allowed.

(C) The exterior and appearance of all structures may not be constructed, placed, modified or maintained in a manner to be unsightly or inconsistent with the prestigious character of OV

Subdivision.

(D) No regular or continuous on street parking of motor vehicles is allowed. Occasional street parking is permitted for overnight guests and guests for holidays and social events.

(E) No machinery, equipment, motor vehicles or other vehicles (used, unused or inoperative) shall be allowed to remain or be maintained in any street of OV Subdivision or in any yards, front, side or rear. No motor vehicles or other vehicles (unused or inoperative) shall be allowed to remain or be maintained on any driveways.

(F) Campers, recreational vehicles, boats, trailers or commercial vehicles may be parked or stored only in garages or in the rear yard, behind privacy fencing and screened from view. These items may be parked in the driveway for loading and unloading before and after use for no more than 48 hours.

(G) No vacant lot shall be used for the storage of campers, recreational vehicles, boats, trailers, machinery, equipment, motor vehicles or vehicles of any type.

(H) The installation and/or operation of any type of exterior satellite dish, visible from the street, for the reception of television, internet or radio signals upon any lot is prohibited.

(I) Solar panels are permitted only on roof surfaces facing the rear property line.

(J) No window air condition units are allowed on the residential dwelling, garage or carport.

(K) 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 or residing in OV Subdivision.

(L) No outdoor clothes drying shall be allowed except in areas shielded from view from the streets.

(M) Storage and other outbuildings. See Section 9.

(N) Mail boxes. See Section 10.

(O) Shrubbery, flower beds and trees must be trimmed, weeded, kept in attractive appearance

and clear of sidewalks.

(P) Yards should be regularly cut, trimmed and edged, should be kept free of fallen leaves, branches and other debris, and dead trees, shrubs and flowers must be removed so as to keep yards in neat in appearance.

(Q) Stumps in the front yard or visible from the street must be removed and ground when trees are removed.

(R) No signs or postings of any kind are allowed in the common areas of OV Subdivision. Common areas include the island entering OV Subdivision from Clinton-Raymond Road, adjacent to the island on each side and adjacent to the white rail fencing along Clinton-Raymond Road.

(S) No mobile homes shall be allowed to be placed on any lot, either temporarily or permanently.

(T) No modular or pre-fabricated homes shall be allowed to be placed on any lot, either temporarily or permanently.

(U) No commercial ventures or businesses may be initiated, effectuated or consummated, which require persons to come to the residence to buy, sell or trade, is allowed on any lot, including, but not limited to, yard, garage or estate sales.

(V) No more than two (2) generally recognized house or yard pets may be kept and maintained on a lot or in a residential dwelling. No pets may be kept or maintained for commercial purposes. Pets must not be a nuisance to other residents. All pets must be kept on a leash and under control of the owner when the pet is outside of the lot. Pet waste must be promptly picked up and removed from a lot or common area not owned by the pet owner. All pets must be properly vaccinated.

(X) No animal or fowl kennels, coops or enclosures for any type of animals, domestic, farm or

exotic, shall be placed on any lot.

(Y) No animals or fowl, domestic, farm or exotic, for sale are permitted.

(Z) In the event that a residential dwelling or outbuilding is damaged or destroyed, it may be repaired or re-built to pre-damage appearance and condition without approval needed by the Architectural Review Committee. All exterior modifications must be approved by the Architectural Review Committee.

(AA) Property Maintenance & Public Nuisance requirements and prohibitions set forth in Sec. 407 of the Zoning Ordinance of the City of Clinton.

(BB) The Board of Directors, or a committee thereof, shall have the power to correct any such nuisances, annoyances or prohibited matters with the particular lot Owner and/or occupant bearing the cost of the corrective action, as set forth in more detail in Section 15.

(CC) This list of nuisance items, prohibited activities and prohibited structures are examples of restrictive or prohibited activities and is not intended as an all inclusive list. The Board of Directors may address other items presented or variance requests, with the purpose of compatibility and consistency with the prestigious standard of OV Subdivision. Additions and revisions may be addressed as Rules as provided in Section 20 or in properly amended By-laws, as needed.

8. TEMPORARY STRUCTURE: No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No structure, other than the residential dwelling, may be used as a residence.

9. STORAGE AND OTHER OUTBUILDINGS: No metal buildings are permitted. Permitted outbuildings shall be in harmony with the colors and materials of the residential dwelling. Outbuildings shall be of darker, muted earth-tones similar to the residential dwelling

and not bright white. Size should be no larger than ten feet by twelve feet and no taller than eight feet. All proposed outbuildings must be submitted to the Architectural Review Committee and approved prior to submission for approval to the City of Clinton and prior to installation. Plans should include specifications as to size, type, materials, color and exact proposed lot location. Any proposed air conditioning or heat installation must also be approved by the Architectural Review Committee and the City of Clinton. Outbuildings must be placed away from property lines, directly behind the residential dwelling with least visibility possible of street view. The set back distances from side and rear property lines must comply with City of Clinton set back lines of 5 feet from side property line and 5 feet from rear property line.

10. MAIL BOX: Mail boxes of the type and design promoted by the Association are encouraged and are expressly permitted. All other mail boxes must be submitted for review to and approval by the Architectural Review Committee. All mail boxes and posts must be maintained, kept in good working order and painted black. No straight pipe or pole box posts are permitted.

11. VISUAL BARRIERS: All fence, wall and lot enclosure plans, new or replacement, shall be submitted to the Architectural Review Committee for approval prior to construction. No fence, wall or lot enclosure may project to a point nearer to the street than the front line of the residential dwelling or to the side street set back line. A fence, wall or lot enclosure in the rear yard or side yard of a residential dwelling which runs along a side or rear street must comply with the City of Clinton side or rear street setback lines. All fences shall be privacy fences constructed of fence cedar or treated fence wood, no more than six (6) feet in height. Longer cedar boards up to eight (8) feet in height are permissible along the rear property line with the approval of the Architectural Review Committee. Decorative iron

fencing is allowed along the front line adjacent to the residential dwelling only if rear yard storage is not visible from the street. Fence support beams must face the interior of the lot. Chain link and cyclone style fencing are expressly prohibited.

12. GARBAGE, REFUSE OR WASTE: Trash cans must be stored behind the front line of the residential structure and shall not be visible from the street, except when placed for collection. Trash cans shall not be placed at the street earlier than noon of the day prior to collection and shall be returned to the storage location not later than 8:00 a.m. of day following collection. 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 the lot, and in that circumstance, the same shall be maintained and kept in sanitary conditions.

13. DRAINAGE EASEMENTS: Drainage easements are as indicated on the Subdivision Plats or Surveys and any abutting property Owners are responsible for maintenance.

14. MULTIPLE LOT OWNERSHIP: No restriction herein shall prevent any person from owning more than one lot. In such cases, the setback restrictions, as set out by the City of Clinton, Mississippi, shall apply to the outside boundaries of any such lots regardless of whether or not such outside boundary lines coincide with plot lot lines.

15. ENFORCEMENT:

(A) Enforcement by Association: In the event that an Owner or the Association becomes aware of a violation of any Covenant contained herein, the Architectural Review Committee may notify the Owner or occupant of the violation, in writing, provide a reasonable time to correct the violation and disclose the fine amount for non-compliance. Written notification may be by letter, mailed or hand-delivered, to the Owner or occupant to the lot address or sent

by email to the email address of the Owner or occupant. The Owner or occupant must respond by correcting the violation within the time provided in the notification, by requesting a specific period of time to correct the violation, which may be approved or denied by the Architectural Review Committee, or by appealing the violation notice to the Board of Directors of the Association. Failure to correct the violation during the time permitted by the Architectural Review Committee or the Board of Directors subjects the Owner or occupant to assessment of a fine. The fine shall be set by the Board of Directors, as prescribed in the Association By-laws, based on the type of violation. The fine may be a single amount or a continuing periodic, such as daily or weekly, amount. The Association shall have the power to correct any such nuisances or annoyances with the particular lot Owner or occupant bearing the cost of the corrective action, as set forth in Section 7 (EE).

The fine shall have the same effect and enforcement as an annual assessment or special assessment and become a lien on the lot and a personal obligation of the Owner or occupant. The Owner or occupant may request a hearing before the Architectural Review Committee or before the Board of Directors on appeal, before a fine becomes a final assessment. The request for hearing or appeal shall be made no later than 10 days after the noticed correction date.

(B) Enforcement by Court: Enforcement of any of the terms, conditions and covenants of these Protective Covenants may also be by appropriate proceedings at law or in equity against any Owner, occupant or other person violating or attempting to violate any Covenant herein contained, to restrain violation thereof, correct violation committed and/or to recover damage as a result of said violation. In any legal or equitable proceeding for the enforcement or correction or to restrain the violation of any of these Protective Covenants or any provision hereof by reference to otherwise, the prevailing party or parties shall also be entitled to an

award of reasonable attorney's fees and costs, in such amount as may be fixed by the Court in such proceeding, including the costs of any expert witness or witnesses.

(C) No Waiver of Enforcement: Failure by the Association, or any Owner or occupant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to enforce any covenant or restriction thereafter.

16. CONSTRUCTION OR RENOVATION REQUEST: Any renovation, construction, remodel, improvement, re-roofing or other activity outside of the residential dwelling, garage, carport or outbuilding must be approved by the Architectural Review Committee of the Association to ensure compliance with these Protective Covenants. In the event that approval is also required by the City of Clinton, Owners must first submit the proposed plans to the Architectural Review Committee for initial approval, followed by a request for any required approvals from the City of Clinton. Construction work to repair damage to pre-damage appearance and condition, which was previously in compliance with these Protective Covenants, may proceed without approval by the Architectural Review Committee, but may require approval by the City of Clinton.

17. OLDE VINEYARD PROPERTY OWNERS ASSOCIATION: The Property Owners deem it desirable, for the efficient preservation of the values and amenities in OV Subdivision to create and maintain an Association to which can be delegated and assigned the powers and duties of maintaining and administering any common area which may be designated as such and to administer and enforce these Combined and Amended Protective Covenants. Olde Vineyard Homeowners Association, Inc was created, established and registered with the Mississippi Secretary of State on August 9, 1995. It is referred to herein, at times, as the "Association".

Section 1. Membership. Each lot Owner in OV Subdivision shall be a Member of the

Olde Vineyard Homeowners Association, Inc., and this membership shall be inseparable or appurtenant to and shall pass with the title to each lot in the subdivision.

Section 2. Voting Rights. Every Member of the Association shall have one vote for the election of officers and directors. For all other matters and purposes of the Association, one vote is allowed for each lot. Where a lot with multiple ownership is entitled to one vote, one of the Owners of such lot shall be designated in writing by the co-owners as their respective representative in such matters.

18. COVENANT FOR ASSESSMENT:

Section 1. Types of Assessments and Creation of the Lien and Personal Obligation for Assessment. The present Owner(s), for each lot which they own within OV Subdivision, hereby covenant and each future Owner(s) of any lot of OV Subdivision, by acceptance of the deed therefore, whether or not it be so expressed in such deed, is deemed to covenant and to agree to pay to the Association the following assessments:

(A) ANNUAL ASSESSMENT. A regular annual assessment for each lot owned shall be due in an amount necessary for the operation of the Association. The annual assessment is due and payable on October 1 for each year. The initial annual assessment amount shall be One Hundred Dollars (\$100.00). Adjustment of the annual assessment amount may be made as set forth herein. The purpose of the annual assessment is to provide funds for the Association to carry out the duties as set forth herein. In the event that a lot is sold, the seller and purchaser may provide proration of the annual assessment, but any such proration shall not involve the Association.

(B) SPECIAL ASSESSMENTS. Special assessments for maintenance and improvement may be desired and required by the Association. Prior to any special assessment being levied, it shall be approved by the Members of the Association, as set forth herein. A

special assessment shall be for a specific matter or project and for a specific period of time which, when paid, shall terminate.

Section 2. General. The annual and special assessments, together with any applicable delinquency interest, costs and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the lot of Property against which such assessment is made. Each such assessment, together with any applicable delinquency interest, costs and reasonable attorney fees, shall also be a personal obligation of the person or persons who are the Owner(s) of such lot of Property at the time when the assessment fell due. No Owner shall relieve himself/herself of his/her personal obligation for delinquent assessments by passing such obligation to his/her successors in title unless expressly assumed by the successors in title with the written consent and approval of the Board of Directors of the Association.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners and occupants of OV Subdivision; to defray all costs incurred in properly caring for and maintaining OV Subdivision as a prestigious development; and to accomplish the intent of these Protective Covenants. The assessments provided herein shall include, but not be limited to, the costs of providing materials and services to accomplish the following: (a) Maintaining any common areas and open areas within OV Subdivision; (b) Maintaining the landscaping at the entrance to OV Subdivision from Clinton-Raymond Road; (c) Maintaining any improvements and amenities such as custom street signs, custom entrance signage, rail fencing and any other improvements constructed by the Association; (d) General policing of OV Subdivision on a regular basis to remove bottles, cans, trash or debris discarded by the public along the streets, sidewalks or lots; (e) Maintaining utilities, in particular, front entrance irrigation and lighting systems and all other services which may be provided by the Association; (f) Paying the costs of insurance

premiums on any insurance which the Association carries; (g) Paying all ad valorem taxes and any other taxes and fees which may accrue to the Association; (h) Paying all necessary and reasonable costs of administration, management, legal and accounting services connected with the Association, including the payment of a reasonable fee to any management agent designated by the Association; (i) Provide any other service as the Association may deem to be in the best interest of OV Subdivision and the Members of the Association.

Section 4. Assessments are not dues. All assessments herein provided are not intended to be, and shall not be construed as being, in whole or in part, dues for membership in the Association. While the term “dues” is often enunciated, it is acknowledged that “dues” are voluntary and “assessments” are mandatory and that these OV Subdivision Membership financial obligations are mandatory assessments and not voluntary dues.

Section 5. Changes in or Adoption of Assessments. The Board of Directors of the Association may, after consideration of the then current costs and anticipated future costs of providing services hereinabove enumerated, recommend an adjustment of the annual assessment to cover the actual or anticipated costs of the services. The Board of Directors of the Association may also, after consideration of the then current costs and future needs of the Association, recommend implementation of, or adjustment of, a special assessment for a particular project.

Section 6. Notice and Quorum for Action on Assessments. Written notice of any meeting called for the purpose of taking action on any assessment provided herein, including changes in annual assessments or implementation of a special assessment, shall be sent to all Members of the Association by a printed and mailed letter to each residence, not less than ten (10) days and not more than sixty (60) days, in advance of the meeting. The meeting may be held in conjunction with the Annual Members Meeting or at a special called meeting. The

letter shall state the reason and the need for the assessment or assessment change, the proposed amount of assessment or assessment change and the time, date and place of the Members Meeting to consider and to vote on the proposed change. Assessment and assessment changes may only be approved by a majority vote of Members in attendance at the meeting or by written and notarized proxy delivered to a member of the Association's Board of Directors prior to the meeting, with one (1) vote for each lot owned.

Section 7. Effect of Non-Payment of Assessments: The Personal Obligation of the Owner; Remedies of the Association.

(A) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall, together with such interest thereon and costs of collection thereof as hereinafter provided, become a continued lien on the lot of the non-paying Owner(s), which lien shall be binding upon such lot and the Owner(s) thereof, his/her heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to reject partial payments of an assessment and demand full payment thereof. The obligation of the then existing Owner(s) to pay such assessment shall remain his/her personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessments shall be unaffected by any sale or assignment of a lot and shall continue in full force and effect. No Owner(s) may waive or otherwise escape liability for the assessment provided herein by abandonment of his/her lot.

(B) The Association may give written notification to the holder(s) of the deed of trust/mortgage on the lot of the non-paying Owner(s) of such Owner's default in paying any assessment when such default has not been cured within sixty (60) days, if such lender, trustee or mortgagee has requested notification and the Association may provide written notification to the holder(s) of the deed of trust/mortgage if enforcement action is undertaken;

(C) If any assessment or part thereof is not paid within thirty (30) days after the due date, the unpaid amount of such assessment, a late fee equal to 10% of the amount owed shall be added for each month until such assessment is paid in full. The Association may, at its election, bring an action at law or in equity against the Owner(s) personally obligated to pay the same in order to enforce payment. In the event that legal proceedings are initiated, there shall be added to such amount of assessment and late fees, the costs of preparing and filing the complaint, reasonable attorney fees and other costs and expenses incurred in such action. In the event that a judgment is obtained, such judgment shall include interest at the rate of six percent (6%) per annum until paid in full and all costs of collection of the judgment including, but not limited to, costs of foreclosure, including a reasonable attorney's fee.

Section 8. Subordination of Lien to Mortgage. The lien upon any lot provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first deed of trust/mortgage on such lot made in good faith and for value received and the lien hereunder shall in no way effect the rights of the holder of any such first deed of trust/mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a first deed of trust/mortgage foreclosure or in any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall release such lot from liability for any assessment thereafter becoming due or from the lien thereof. Such foreclosure, deed in lieu of foreclosure, assignment or other proceeding arrangement in lieu of foreclosure shall not relieve the deed of trust holder/mortgagee in possession or the purchaser at foreclosure or the transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure from liability for any annual or special assessments thereafter becoming due, or from the lien herein created to secure the payment of such assessments, which lien, if to be assertive as to any such

assessments thereafter becoming due, shall have the same effect and being enforced in the same manner as provided herein.

19. RESALE OF LOTS.

(a) Reference to Covenants. The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the covenants and restrictions set forth in these Combined and Amended Protective Covenants as well as any amendments thereto. However, the failure to incorporate such reference shall not affect the applicability of the Combined and Amended Protective Covenants and any amendments thereto.

(b) Notification. The contract seller(s) of a Lot shall notify the Board of Directors in writing of the proposed sale of the Lot with identification of the purchaser(s) and scheduled date of transfer.

(c) Estoppel Certificate. The Board of Directors shall thereupon prepare an Estoppel Certificate which shall set forth any assessments and charges due upon such Lot at the scheduled time of transfer and certify as to whether or not there are then present violations of the Combined and Amended Protective Covenants and any amendments thereto on the Lot. The Estoppel Certificate shall be delivered to the place of closing, and outstanding assessments and charges, if any, and a reasonable charge, set by the Board of Directors, to cover the cost of providing such Certificate shall be deducted from the Seller's account at the closing and transmitted directly to the Association.

(d) Fee. A fee, in the amount of \$25.00, payable to the Association shall accompany the Notification of the transfer and Estoppel Certificate request. This fee amount may be revised by a Bylaw amendment as needed in the future.

20. RULES. From time to time, the Board of Directors may adopt general rules, including but not limited to, rules of procedure for implementing the provisions of the

Combined and Amended Protective Covenants and any amendments thereto. Such general rules may be adopted or amended by a two-thirds (2/3) vote of the Board, following a notice mailed or emailed to all Members setting forth the proposed rule or rule amendment and allowing Members thirty (30) days to offer approval, opposition or suggestions prior to implementation of the rule or rule amendment. Members may request reconsideration of such rule or amended rule at a special called meeting of the Association or at the Annual Members Meeting. Such rules or amended rules shall be binding on all Members and lots, except where expressly provided otherwise in such rule.

21. AD VALOREM PROPERTY TAXES. Each Owner shall be responsible for his/her own ad valorem taxes. The Association shall be responsible for the payment of ad valorem taxes on lots, parcels, streets, or common areas to which the Association has fee title.

22. LIMITATION OF LIABILITY/ ASSOCIATION HELD HARMLESS: The Association and its officers, directors, committee members, agents, employees and successors shall not be liable for any failure of any service furnished or to be furnished by the Association or paid out of the common expense fund or for injury or damage to person or property caused by the application of these Combined and Amended Protective Covenants. The Association is not responsible or liable for the condition of streets, sidewalks, easements or any common areas or for any injury or damage from the elements or from water which may leak or flow from any pipe, drain, conduit, ditch or the like. The Association shall not be liable to any member, member's family members, guests or invitees for loss or damage to any articles, by theft or otherwise, which may be left in any common area or green space. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort or otherwise arising from any action taken or inaction by the Association to comply with any of the provisions of the Combined and Amended Protective

Covenants or with any law or ordinance or with the order or directive of any city, county or state governmental authority.

Each and every Owner and occupant of any portion of Olde Vineyard Subdivision shall and does, by accepting or having accepted title to its interest in the property, hereby agrees to indemnify, defend and hold harmless the Olde Vineyard Homeowners Association, Inc and its officers, directors, committee members, agents, employees and successors, against and from all claims for injury or death to persons or for damage to or loss of property or for damage to or loss of business or loss of opportunity to conduct business arising out of the application of these Combined and Amended Protective Covenants on the Property occupied by, owned by or under the control of such Owner or occupant, the use and/or possession of such Property, and the conduct of business and any other activities by such Owner or occupant or his/her guests or invitees on any portion of such Property.

23. SEVERABILITY: Invalidation of any of these Combined and Amended Protective Covenants by Judgment or Court Order shall in no way or manner affect any of the other Combined and Amended Protective Covenants or provisions hereof, which other Combined and Amended Protective Covenants or provisions shall remain in full force and effect.

24. TERMS: These Combined and Amended Protective Covenants are to run with the land and shall be binding on all parties and all persons subject thereto or claiming under them, for a term of thirty (30) years from the date these Combined and Amended Protective Covenants are recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless at the expiration of the thirty year term or any ten year extension term the Combined and Amended Protective Covenants are expressly terminated by an instrument signed by not less than seventy-five percent (75%) of the Members, with one vote per lot. A termination must be recorded. Likewise any provision or term of these

Combined and Amended Protective Covenants may be amended at any time in the same fashion and by the same procedure by an instrument signed by not less than seventy-five percent (75%) of the Members, with one vote per lot.

WITNESS WHEREOF AND CONFIRMATION THE EXECUTION OF THESE COMBINED AND AMENDED PROTECTIVE COVENANTS, after having received approval of a sufficient number of Owners of Olde Vineyard Subdivision, on this the _____ day of _____, 2024.

OLDE VINEYARD HOMEOWNERS ASSOCIATION,
INC.

BY: _____
FRANK GROVE, President

BY: _____
JAMES LOOME, Secretary

APPROVAL VOTES:

PHASE I - _____ Signatures of _____ Lots
PHASE II - _____ Signatures of _____ Lots
PHASE III-A _____ Signatures of _____ Lots
PHASE III -B _____ Signatures of _____ Lots
PHASE IV - _____ Signatures of _____ Lots

TOTAL Olde Vineyard Lots - _____

Signatures - _____ representing _____%

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named Frank Grove, President of Olde Vineyard Homeowners Association, Inc., a Mississippi Non-Profit Corporation, and that for and on behalf of the said Corporation, and its act and deed, he executed the above and foregoing Protective Covenants and Plats for Phases I, II, III-A, III-B and IV, Combined and Amended, for Olde Vineyard Subdivision 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 _____ day of _____, 2024.

My commission expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named James Loome, Secretary of Olde Vineyard Homeowners Association, Inc., a Mississippi Non-Profit Corporation, and that for and on behalf of the said Corporation, and its act and deed, he executed the above and foregoing Protective Covenants and Plats for Phases I, II, III-A, III-B and IV, Combined and Amended, for Olde Vineyard Subdivision 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 _____ day of _____, 2024.

NOTARY PUBLIC

My commission expires:
