

# **OLDE VINEYARD SUBDIVISION**

## **PROTECTIVE COVENANTS**

### **AND PLAT**

**for**

### **PHASE IV**



PROTECTIVE COVENANTS  
OLDE VINEYARD SUBDIVISION, PART IV

WHEREAS, Vineyard Development, Inc., a Mississippi Corporation (hereafter “Declarant”), is 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 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 38 at page 15;

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

NOW, THEREFORE, in consideration of the advantages to accrue through such Protective Covenants and for other good and valuable considerations, said owner hereby covenants and agrees with any and all purchasers and owners of a lot or lots in Olde Vineyard Subdivision, Part IV, that the following protective and restrictive covenants shall 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.

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, detached, single-family dwelling not to exceed two stories in height and a private garage or carport for not more than three cars or less than two cars. No carport shall face any street in said Subdivision, and all private garages facing any street shall have garage doors. No mobile homes shall be allowed to be placed on any residential lot, either temporarily or otherwise. In no case shall any one lot or any combination of more than one lot be redivided or

subdivided or otherwise combined other than such lots are indicated on the aforementioned plat or survey. No commercial ventures or businesses may be initiated, effectuated or consummated to any lots within subject lands, including yard sales or garage sales. No kennels shall be placed on any lot for commercial purposes so as to constitute a source of annoyance or nuisance to any persons owning property in or residing in the development.

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

2. RESTRICTIONS AS TO QUALITY AND SIZE: No structure shall be erected, altered, placed or permitted to remain on any residential lot or lots unless it shall possess a minimum of two thousand two hundred (2,200) square feet of heated floor area. Living areas are heated spaces including utility or storage rooms opening directly unto main portion of house and wall thicknesses. As to quality, all houses shall comply with or exceed the minimum property standards of the Federal Housing Administration under the single family 203-B program. The exterior of all out-buildings and garages which are detached from the residential dwelling shall conform to the residential dwelling as to material and quality of workmanship. All windows in each structure shall contain either vinyl, wooden or wooden clad windows only with aluminum windows expressly prohibited. The quality of all roofing material on any residence, out-building or garage must be a minimum of 25-year architectural shingle and roofs of white or green in color are expressly prohibited.

3. RESTRICTIONS AS TO ARCHITECTURAL STYLE: A lot owner in building or causing to be built the original dwelling on any lot in Olde Vineyard Subdivision, Part IV, shall not substantially duplicate the exterior elevation, including design and architecture, of

any other dwelling then existing on the same street within one thousand (1,000) feet within said Olde Vineyard Subdivision, Part III-A or Olde Vineyard Subdivision, Part III-B or Olde Vineyard Subdivision, Part II . For the purpose of this paragraph, the dwelling shall be considered in existence from the time excavations for the foundations are begun until said dwelling is removed from the development or is destroyed.

4. ARCHITECTURAL CONTROL: In order to insure that all structures shall comply with these restrictions, prior to commencement of construction on any parcel, all plot plans and house plans, together with the location of type of construction of out-buildings, shall be approved by Declarant, its successors and/or assigns. The construction of no dwelling shall be commenced on any lot or lots without the prior approval of the house and plot plans by Declarant, its successors and/or assigns.

5. RESTRICTION AS TO FRONT OF LOTS, RESIDENCES, SIDEWALKS AND DRIVEWAYS:

The front lines of each lot of said Subdivision shall be the line of said lot as adjoins the street designated in the Subdivision. Each dwelling constructed, placed, moved and maintained upon any lot shall have its front facing the front line or lines of the lot or lots.

The front line of Lots 61 and 65 may be either Concord Drive or Sherry Cove; the front line of Lots 76 and 85 may be either Cabernet Drive or Chianti Cove; the front line of Lot 89 may be either Concord Drive or Cabernet Drive.

Each residence shall have in the form of a paved washed rock or paved wash gravel driveway extending from the pavement on the street on which the residence faces to the garage or carport, which garage or carport must be attached to the dwelling, or from the street paving to the rear of such residence. All private driveways shall be constructed so that they shall enter the aforesaid streets of the Subdivision from the front line or lines of the lot or

lots. Driveways on the following corner lots of the Subdivision may extend from a street designated in the Subdivision other than the street on which residence faces: Lots 61, 65, 76, 85 and 89. Each individual lot owner shall construct and maintain a sidewalk of paved washed rock or paved washed gravel along the following streets of Olde Vineyard Subdivision, Part IV: Concord Drive – Lots 58 through 61, Lots 65 through 73, Lots 89 through 98; Cabernet Drive – Lots 74 through 76 and Lots 85 through 89; Sherry Cove – Lots 61 through 65; Chianti Cove – Lots 76 through 85.

6. NUISANCES: No noxious or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any persons owning property in or residing in said development. No inoperative machinery, automobiles or other vehicles shall be allowed to remain or be maintained in any street of this development or in any yards, on any lots or upon any driveways to or from any lots. Campers, any recreational vehicles, boats, trailers or commercial vehicles of any type may be parked only to the rear, screened from the front view and no vacant lots shall be used for the storage of any campers, recreational vehicles, boats, trailers or commercial vehicles of any type. The installation and/or operation of any type of exterior satellite disc for the reception of television or radio signals upon any lot is strictly prohibited. All lots shall be kept and maintained in attractive order so as not to become a source of annoyance or nuisance to any persons owning property in or residing in the development; the developer or appropriate governing agency shall have the power to correct any such nuisances or annoyances with the particular lot owner bearing the cost of the corrective action. No outdoor clothes drying shall be allowed except in areas shielded from view of the streets. All vacant lots must be kept maintained and weeds and grass cut.

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

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

9. DRAINAGE EASEMENTS: Drainage easements are as indicated on said subdivision plat and any abutting property owners will be responsible for maintenance.

10. MULTIPLE LOT OWNERSHIP: No restriction herein shall prevent any person from owning more than one lot; and 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 such outside boundary lines coincide with plot lot lines or not.

11. VISUAL BARRIERS: No fence, wall or lot enclosure may project to a point nearer the street than the front setback line or the side street setback line, of adjoining property, except that shrubbery not over 2 feet high may be used to designate plot lines. All fences shall be constructed of either redwood or cedar materials only, and chain link and cyclone fences are expressly prohibited.

12. MAILBOX: No mailbox shall be constructed, placed, or maintained upon any lot or lots of Olde Vineyard Subdivision, Part IV, which does not conform to the characteristics of the model provided by Vineyard Development, Inc., a model to be furnished for the inspection of all lot owners by Vineyard Development, Inc.

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

14. ENFORCEMENT: Enforcement of any of the terms, conditions and covenants of this instrument shall be by appropriate proceedings at law or in equity against any persons violating or attempting to violate any Covenant herein contained, to restrain violation thereof or to recover damage as a result of said violation. Failure by the Declarant, or any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do thereafter. In any legal or equitable proceeding for the enforcement 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.

15. DECLARANT HELD HARMLESS: Each and every owner and occupant of any portion of Olde Vineyard Subdivision, Part III-B shall and does, by accepting title to its interest in the property, agree to indemnify, defend and hold harmless Declarant, its agents, employees and successors, against and from all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation and/or



maintenance of the improvements on the portion of the Property occupied by, owned by or under the control of such Owner or occupant, the use and/or possession of such portion of the property, and the conduct of business in any other activities by such Owner or occupant or his guests or invitees on any portion of the Property.

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

WITNESS WHEREOF AND CONFIRMATION THE EXECUTION OF THESE PRESENTS, ON this 3<sup>rd</sup> day of July, 1998.

VINEYARD DEVELOPMENT, INC.

BY: \_\_\_\_\_  
GARY L. SMITH, President

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 Gary L. Smith, President, of Vineyard Development, Inc., and that for and on behalf of the said Corporation, and its act and deed, he executed the above and foregoing instrument 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 3<sup>rd</sup> day of July, 1998.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: 3-8-01

STATE OF MISSISSIPPI, County of Hinds:

FILED-RECORDED

July 3 – 10:48 a.m. – 1998

Book 4961, Page 717

ALICE JAMES, CHANCERY CLERK

This document is not an identical copy of the covenants. The original copies of the covenants have lost clarity and are difficult to read. Utilizing an old copy, the covenants have been converted into an electronic format to improve their clarity and readability, and make them more easily accessible to users. This is a copy of the electronic format. You will note there are no signatures on this document. Although this new electronic version was entered directly from the old, this new format is not intended to be a substitute or interpretation of the original documents.