

OLDE VINEYARD SUBDIVISION

PROTECTIVE COVENANTS

AND PLAT

for

Part II

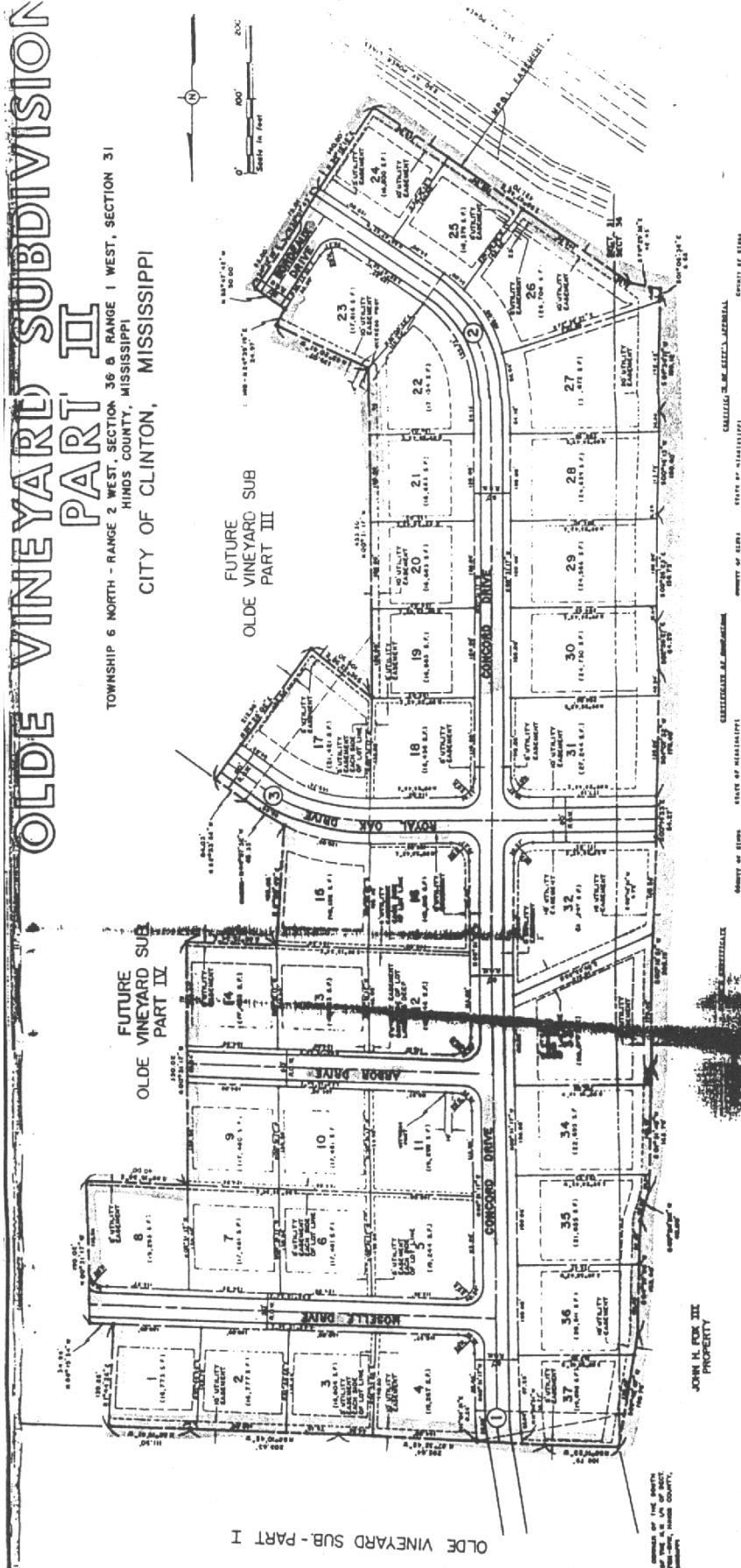
The original copies of the covenants have lost clarity and are difficult to read. Using an old copy, the covenants have been converted into an electronic format to improve their clarity and readability, and make them more accessible to users. Although this new electronic version was entered directly from the old, this new format is not intended to be a substitute or interpretation of the original documents.

OLDE VINEYARD SUBDIVISION - PART II

OLDE VINEYARD SUBDIVISION

PART III

TOWNSHIP 6 NORTH - RANGE 2 WEST, SECTION 36 & RANGE 1 WEST, SECTION 31
HINDS COUNTY, MISSISSIPPI
CITY OF CLINTON, MISSISSIPPI



OLDE VINEYARD SUB - PART I

JOHN H. FOX III
PROPERTY

PREPARED BY

CHARLES W. BERRY, SURVEYOR
COUNTY OF HINDS
STATE OF MISSISSIPPI

GEOFFREY W. BRIDGES
COUNTY OF HINDS
STATE OF MISSISSIPPI

PROTECTIVE COVENANTS
OLDE VINEYARD SUBDIVISION – PART II

WHEREAS, Trace Development Co., a Mississippi Corporation, is 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.

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 II, that the following protective and restrictive covenants shall 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.

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 on 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 includes electrical, telephone, and television cables, shall be 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 into main portion of house and wall thicknesses. As to quality, all houses shall comply with or exceed the Minimum Property Standards of the Federal Housing Administration under the single family 203-B program. The exterior of all

out-buildings and garages 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 windows with wooden frames only, and all roofing material on any residence, outbuilding or garage must be equal to "Elk Prestige". Window frames of aluminum or metal and white and green colored roofs are expressly prohibited. Pre-fab fireplace units 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 II, 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 II. For the purpose of this paragraph, a 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. RESTRICTION AS TO FRONT OF LOTS AND 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 and no front lines shall exist on the Clinton-Raymond Road.

Each dwelling constructed, placed, moved or maintained upon any lot shall have its front facing the front line or lines of the lot or lots.

The front line of Lots 4 and 5 shall be either Concord Drive or Moselle Drive; the front line of Lots 11 and 12 shall be either Concord Drive or Arbor Drive; the front

line of Lots 16 and 18 shall be either Concord Drive or Royal Oak Drive; and the front lot line of Lot 23 shall be either Concord Drive or Bordeaux Drive.

Each residence shall have in the form of a paved washed rock or paved washed 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 4, 5, 11, 12, 16, 18, 23. 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 II: Concord Drive – Lots 4, 5, 11, 12, 16, Lots 18 through 37; Moselle Drive – Lots 1 through 8; Arbor Drive – Lots 9 through 14; Royal Oak Drive – Lots 15 through 18, Lots 31 and 32; Bordeaux Drive – Lot 23.

5. 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 or 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.

6. 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.

7. 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.

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

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

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

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

12. 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 shall have been executed, agreeing to change said Covenants in whole or in part; likewise any provision or term of these declarations may be amended at any time in the same fashion and by the same procedure.

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

14. 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 CONFIRMING THE EXECUTION OF THESE PRESENTS, ON this 12th day of December, 1988.

TRACE DEVELOPMENT CO.

KENNETH F. PRITCHARD, President

STATE OF MISSISSIPPI

COUNTY OF Madison

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

Given under my hand and seal of office, this 12th day of December, 1988.

NOTARY PUBLIC

My commission expires: 2-25-92

STATE OF MISSISSIPPI, County of Hinds:

I, certify that the within instrument was filed for record in my office this 15th day of December, 1986 at 3:45 o'clock p.m. and was duly recorded on the 16th day of December, 1986, Book No. 3552 Page 645.

PETE McGEE, CHANCERY CLERK

By: _____ D.C.

STATE OF MISSISSIPPI, County of Hinds:

I, certify that the within instrument was filed for record in my office this 20th day of December, 1988 at 8 o'clock a.m. and was duly recorded on the 20th day of December, 1988, Book No. 371 Page 463.

PETE McGEE, CHANCERY CLERK

By: _____ D.C.

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