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~~BOOK 5206 PAGE 437~~

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Landmark Bldg's  
6779 Siwell Rd.  
Ste. A

PROTECTIVE COVENANTS

BARRINGTON SUBDIVISION, PART I

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WHEREAS, LANDMARK BUILDERS, INC., a Mississippi Corporation (hereafter "Declarant"), is the owner of all lots situated in Barrington Subdivision, Part I, a subdivision in the 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 42

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 good and valuable considerations, said owner hereby covenants and agrees with any and all purchasers and owners of a lot or lots in Barrington SUBdivision, Part I, that the following protective and restrictive covenants shall apply to all lots of said Subdivision, which are described as follows:

Lots 1 through 62, Barrington SUBdivision, Part I, a subdivision in the First JUDICIAL District, Hinds County, Mississippi, as shown by the map or plat thereof in Plat Book 38 at Page 42 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 an attached garage for not more than three cars or less than two cars. Garages 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 anyone 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.) SETBACKS: Setbacks on each lot are as stated: 8 foot sides; 25 foot rear; 25 foot front; and on corner lots: 8 foot from interior lot lines and 25 foot from street lot lines.

(3.) 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 one thousand six hundred (1,600) 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 quality of all roofing materials on any residence, outbuilding, or garage must be a minimum of 25-year architectural shingle and roofs of white, red or green in color are expressly prohibited. All roof colors sUbject to Architectural Review Com-

mittee approval. Metal roofs of any type are prohibited. All roofs shall have no less than a 12/8 pitch unless otherwise approved by the Architectural Review Committee.

(4.) RESTRICTIONS AS TO ARCHITECTURAL STYLE: A lot owner in building or causing to be built the original dwelling on any lot in Barrington Subdivision, Part I, 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 Barrington Subdivision, Part I. 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. All exterior shall be at least seventy percent (70%) brick. Any other exterior surfaces shall be reviewed by the Architectural Review Committee.

(5.) 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 outbuildings, 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.

(6.) RESTRICTIONS AS TO THE 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.

Each residence shall have a paved wash gravel driveway extending from the pavement on the street on which the residence faces to the garage. All private driveways shall be constructed so that they shall enter the aforesaid streets

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 Jeffrey M. Savell, Presdent, Landmark Builders, 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 11 th day of February, 2000.

Beverly W. Van Ette  
NOTARY PUBLIC

My commission expires: 7/31/2001

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STATE OF MS  
COUNTY OF HINDS  
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BOOK 5459  
PAGE 976  
L. GLYNN PEPPER  
CHANCERY CLERK

STATE OF MS  
COUNTY OF HINDS  
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BOOK 5206  
PAGE 437  
CHANCERY CLERK

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.

(17.) DECLARANT HELD HARMLESS: Each and every owner and occupant of any portion of Barrington Subdivision, Part I, 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.

(18.) 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 11<sup>th</sup> day of February 2000.

LANDMARK BUILDERS, INC.

BY:

Jeffrey M. Savell  
JEFFREY M. SAVELL, President

bery not over 2 feet high may be used to designate plot lines. All fences shall be constructed of either redwood or cedar materials and shall not exceed six feet (6') in height, and chain link and barbed wire fences are expressly prohibited.

(13.) MAILBOX: No mailbox shall be constructed, placed or maintained upon any lot or lots of Barrington Subdivision, Part I, which does not conform to the characteristics of the model provided by Landmark Builders, Inc., a model to be furnished for the inspection of all lot owners by Landmark Builders, Inc.

(14.) Any changes from these covenants will be subject to approval by the Architectural Review Committee and will be considered only if for keeping with the general content as described herein.

(15.) 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 (75%) percent of the then owners of the lots in Barrington Subdivision, Part I, 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.

(16.) 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 damages as a result of said violation. Failure by the declarant, or any owner, to enforce any covenant or restriction herein

and street clean at all times during construction of said property. If this is disregarded the developer or appropriate governing agency shall have the power to cleanup and correct nuisances at Builder and/or Owner expense. Portable toilet facilities are mandatory on lot site at all times during construction, no exceptions.

(8.) TEMPORARY STRUCTURES: 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.

(9.) 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.

(10.) DRAINAGE EASEMENTS: Drainage easements are as indicated on said subdivision plat and any abutting property owners will be responsible for maintenance. Also, no lot may be altered to create drainage onto an adjacent lot.

(11.) 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 Hinds County, 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.

(12.) 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 shrub-

of the subdivision from the front line or lines of the lot or lots. Driveways on the corner lots of the Subdivision may extend from a street designated in the Subdivision other than the street on which residence faces. Each individual lot owner shall construct and maintain a 48" wide sidewalk of paved washed gravel (only) and to be set back 24" from back of curb and run parallel with the streets of Barrington Subdivision, Part I.

(7.) 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 street. All vacant lots must be kept maintained and weeds and grass cut. Builder and/or lot owner shall be responsible for keeping job site clean