

P R O T E C T I V E C O V E N A N T S

STATE OF MISSISSIPPI

COUNTY OF HARRISON

KNOW ALL MEN BY THESE PRESENT that We; RUSSELL E. LEE and MARY ANN LEE, being the owners of that certain property situated in Harrison County, Mississippi and known as SIXTH ADDITION TO GULFPORT BAYOU VIEW SUBDIVISION, as shown by map or plat thereof which has been filed with the Chancery Clerk of Harrison County, Mississippi and recorded in Plat Book 24, page 14, do hereby agree and covenant with the purchasers and future owners of all the lots in said subdivision, according to said map or plat, reference to which is hereby made, that the following protective covenants shall apply to the property in said subdivision, to-wit:

1. LAND USE AND BUILDING TYPE:

All lots in said subdivision, shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of said lots herein designated as residential lots other than one residential building constructed for the purpose of housing not to exceed two families not to exceed two stories in height and a private garage for not more than three cars and other outbuildings incidental to residential use of the lots, including servants quarters separated or used in connection with the garage.

2. DWELLING COST, QUALITY AND SIZE:

No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 (this figure is for the dwelling only and does not include the cost of the lot), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwelling shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, garages or car portes, shall be not less than 900 square feet for a one-story dwelling, nor less than 600 square feet for the ground floor area of a dwelling of more than one story.

3. BUILDING LOCATION:

No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 5 feet to an interior lot line, nor nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open patios shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building, eaves, steps or patios to extend closer than 3 feet to a property line.

Page

Protective Covenants
South Addition to
Gulfport Bayou View
Subdivision

4. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved on and over the rear five feet of each lot and easements are also reserved as shown on the plat of said subdivision.

5. NUISANCES:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No type of business shall be operated from any of the building located in said subdivision.

6. TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot, at any time, as a residence, either temporarily or permanently.

7. SEWERAGE DISPOSAL:

The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless same has been approved by the Mississippi State Board of Health.

8. SIGNS:

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than three square feet advertising the property for sale or rent, or signs used by builder to advertise the property during construction and sales period.

9. LIVESTOCK AND POULTRY:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs or cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

10. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

11. WATER SUPPLY:

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Mississippi State Board of Health. Approval of such a system as installed shall be obtained from such authority.

12. FENCES:

No fences of any kind shall be erected on any portion of the premises from the front lot line to the front sill line of the main building on said lot.

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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument

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Protective Covenants
Sixth Addition to
Gulfport Bayou View
Subdivision

signed by a majority of then owners of lots has been recorded, agreeing to change said covenants in whole or in part.

14. ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein contained, either to restrain violation or to recover damages. Any owner of any lot in said subdivision shall be vested with the rights under this paragraph.

15. SEVERABILITY:

Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS our signatures on this the 19th day of May,

A. D. 1964

Russell E. Lee
RUSSELL E. LEE

Mary Ann Lee
MARY ANN LEE

STATE OF MISSISSIPPI

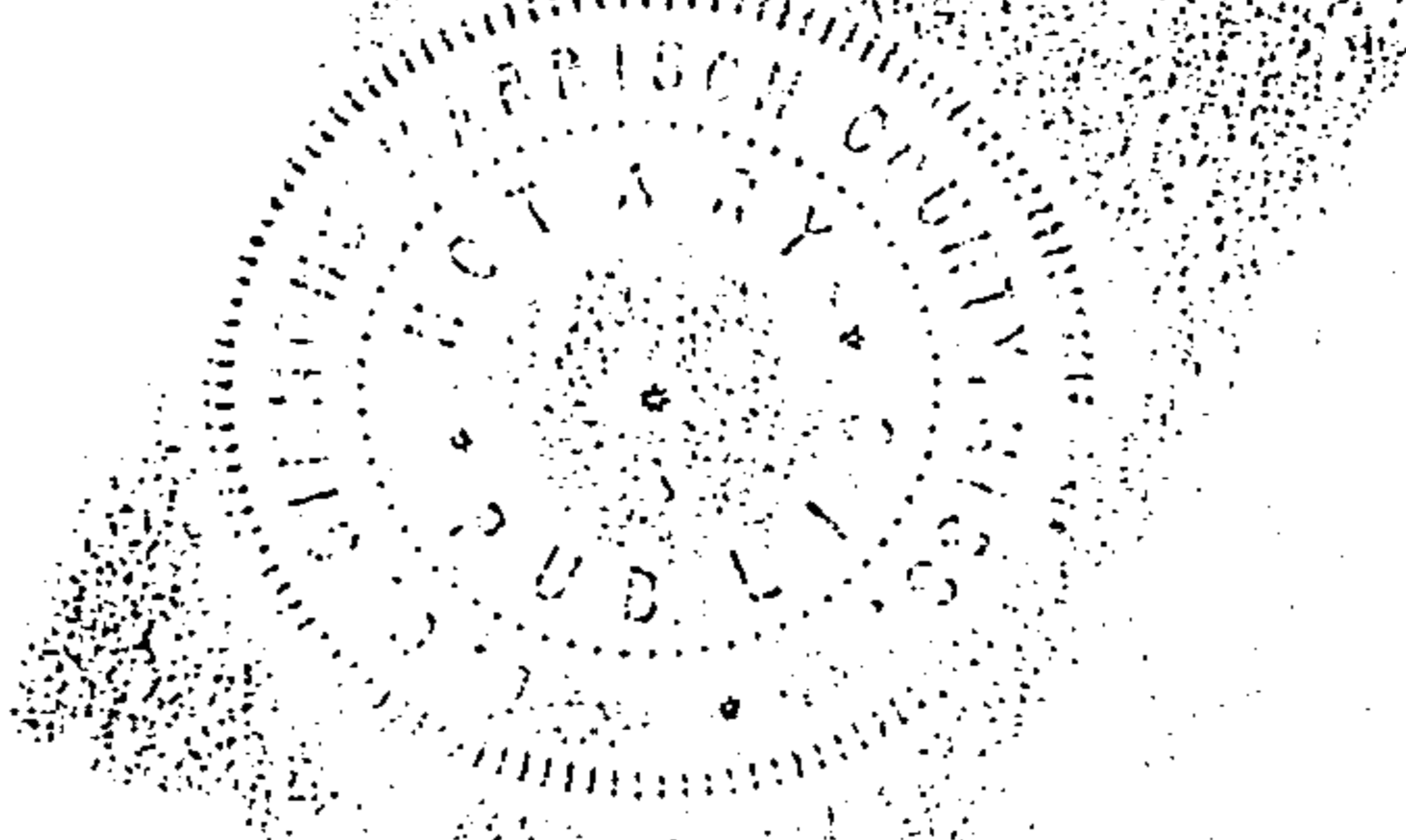
COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority, in and for the above named County and State, the within named Russell E. Lee and Mary Ann Lee who acknowledged to me that they signed and delivered the above and foregoing instrument.

GIVEN under my hand and seal of office on this the 19th day of May, A. D. 1964

D. O. Simmons
NOTARY PUBLIC

My Commission expires: 3/24/65



STATE OF MISSISSIPPI, COUNTY OF HARRISON:

Filing .05
1300 words 1.95
Certificate .50
Indexing 2.25
4.75
SHAUGHNESSY PTG. CO.

I, C. J. Darby, Clerk of the Chancery Court of said County and State, certify that the instrument of which the foregoing is a record was delivered to me to be recorded at 1:57 o'clock P. M. on the 10th day of June, 1964 and recorded June 16th, 1964

C. J. Darby, Clerk,
By Nell Stralatos D. C.

Un-Official

STATE OF MISSISSIPPI

County of Harrison

WHEREAS, the undersigned City of Gulfport, Harrison County, Mississippi, is the sole owner of all that certain subdivision known as Gulfport Bayou View Subdivision in the City of Gulfport, Harrison County, Mississippi, as shown by map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi;

WHEREAS, the real property described herein is subject to the covenants, restrictions, conditions and reservations hereby declared, which shall follow the title to said realty and be binding on all grantees from the City of Gulfport and/or all their heirs, assigns, devisees, grantees, or successors in title, so as to insure the best use and most appropriate development and improvements of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve in so far as possible the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures and the building thereon with unsuitable material; to obtain harmonious color schemes and to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations therefor on building sites; to prevent unsightly and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets and avenues and adequate free space between structures; and in general to provide adequately for a high type and quality of improvement of said property and to enhance the value of investments made by purchasers of building sites; and to aid in the general welfare, health and well-being of the owners of said property, as well as the general public.

The undersigned City of Gulfport, Mississippi, does hereby agree to said protective covenants and does hereby agree that same may and does hereby attach to the title to said land and be binding on all persons claiming under said City's title until January 1st, 1975, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots or parcels of land described herein, it be agreed to change said covenants in whole or in part, each block involved to be considered as a separate unit in voting any such change, and,

WHEREAS, it is further understood and agreed that if said grantees or any of them or their heirs, devisees, assigns, grantees or successors in title shall violate or attempt to violate any of the covenants herein, it shall and will be lawful for any person or persons owning any real property situated in said Gulfport Bayou View Subdivision, as well as for the City of Gulfport, Mississippi, to proceed to prosecute, by any proper proceeding at law or equity, such person violating or attempting to violate such covenants, either to prevent him or them from so doing or to recover damages for such violation.

It is further understood and agreed that the invalidation of any one or more of the covenants contained herein by proper judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

The restrictive covenants, conditions, and reservations, above referred to being set out in detail as follows, to-wit:

A. Each lot conveyed shall be known and described as a separate residential lot and there shall not be constructed on any combination of lots more than one residence building for each lot, as to lots and blocks enumerated in paragraph D, hereof, except lot 22 of block 41. No lot or combination of said lots shall be resold or resubdivided in such a manner as to have less front footage or less area for any building site than said lot or combination of lots had as originally platted.

B. No structure shall be erected, altered, placed or permitted to remain on any lot enumerated in paragraph D, hereof, except lot 22 of block 41, other than one detached residential dwelling not to exceed two and one-half stories in height and a private garage adequate for housing cars of occupants of the premises and other out buildings incidental to residence use of the lot, no building shall be used for any purpose other than a residence or residential uses thereof, no house shall be constructed nor used for the housing of more than two family units and houses built or used for more than one family unit must be built so that the outside appearance resembles a one family unit and must have a private entrance for each family unit. However, apartment buildings, with adequate garages, approved by the building inspector may be built on sites approved by said inspector on any lot in blocks 36 to 47, inclusive; lots 1 to 27, inclusive, of block 53; lots 1 to 30, inclusive, of block 54, and any lots in blocks 57 and 58 with no limit as to number of apartments.

C. No dwelling shall be permitted on lots 1 to 27, inclusive, of block 53; lots 1 to 30, inclusive, of block 54; or on any lot in blocks 57 and 58 of said Gulfport Bayou View Subdivision which floor area, exclusive of porches, (open or screened) and garages is less than 700 square feet, and the cost of which is less than \$5,000.00, as to a one story building and 840 square feet of floor area, of which 700 square feet must be ground floor area, with corresponding increase in costs, as to a two story building. No dwelling shall be permitted on any lot in blocks 36 to 47, inclusive, except lot 22 of block 41, of said Gulfport Bayou View Subdivision which floor area, exclusive of porches (open or screened) and garages, is less than 850 square feet, and the cost of which is less than \$6,000.00, as to a one story building and 1020 square feet floor area, of which 850 square feet must be ground floor area, with corresponding increase in cost, as to two story building. No dwelling shall be permitted on any lot in blocks 1 to 16, inclusive, 18 to 23, inclusive; 25 to 35, inclusive, and 62 to 65, inclusive, of said Gulfport Bayou View Subdivision which floor area, exclusive of porches (open or screened) and garages, is less than 1000 square feet, and the cost of which is less than \$7,000.00, as to a one story building and 1200 square feet floor area, of which 1000 square feet must be ground floor area, with corresponding increase in cost, as to a two story building. In figuring the cost of any such house regulated by this section same shall be based upon cost prevailing on March 1st, 1950. It being the intention and purpose of this covenant to assure that all dwellings shall be of a cost, workmanship and materials substantially the same or better than that which can be produced on said date of March 1st, 1950, at the minimum cost stated herein for the minimum permitted dwelling size.

D. No building or portion thereof shall be located on any lot nearer than 35 feet nor further than 45 feet as to blocks 1 to 16, inclusive; 18 to 23, inclusive; 25 to 40, inclusive; lots 1 to 20, inclusive; of block 41; blocks 42 to 45, inclusive; lots 1 to 4, inclusive of block 46; lots 1 to 4, inclusive, of block 47; lots 1 to 27, inclusive, of block 53; lots 1 to 30, inclusive, of block 54; blocks 58 and blocks 62 to 65, inclusive; nor nearer than 25 feet as to block 57; nor nearer than 50 feet, as to lots 20 and 21 of block 41; lots 5 to 8, inclusive, of block 46, and lots 5 to 8, inclusive, of block 47, in said Gulfport Bayou View Subdivision to the front street line as originally platted (if the building faces or if main entrance is toward a side street as originally platted, then this setback shall also apply to said side street in addition to said front street). No building or portion thereof shall be located nearer than ten feet on any lot as to lots 1 to 27, inclusive, of block 53; lots 1 to 30, inclusive, of block 54 and blocks 57 and 58, nor nearer than 15 feet

as to blocks 1 to 16, inclusive; 18 to 23, inclusive; 25 to 47, inclusive, and 62 to 65, inclusive, of Gulfport Bayou View Subdivision, to any side street line. No building shall be located on any lots heretofore enumerated in this paragraph D, nearer than 5 feet or nearer than one tenth of the width of the building site, whichever is the greatest distance, (the one tenth of width of building site shall not apply as to lot 22 of block 41) to an interior lot line, nor nearer than 5 feet to the rear property line, except that where the combined distance from the two side lines is greater than 20 feet then the excess above 10 feet may be on one side only. For the purpose of this covenant as to the interior lot line, eaves, steps, open porches (not including screened porches) and porte cocheres, shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portions of such exceptions to be located nearer than 5 feet to an interior lot line.

E. No structure of a temporary type, trailer, shack, garage, apartment, barn or other out buildings shall be used, on any lots enumerated heretofore in paragraph D, at any time as a residence, either temporarily or permanently except that a garage apartment or out house or living quarters may be occupied by domestic servants actually employed by the occupants of the main dwelling.

F. No obnoxious or offensive establishments shall be carried on upon any lots enumerated heretofore in paragraph D, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and no live stock or poultry shall be permitted to be kept on any of the said enumerated lots in paragraph D. Neither shall anything be used or operated on the premises that causes unusual interference with reception of radio, television, etc. No fence of any kind shall be erected on any portion of the premises from the front lot line to the front sill line of the main building on any of the said enumerated lots in paragraph D, except as to lot 22 of block 41. Any fence erected on an interior lot line of said lots shall be attractive in appearance and no higher than five feet. No hedge or shrubbery shall be placed or allowed on any of said lots along any street that would in any way obstruct a proper view of streets when approaching intersections. Nothing shall be constructed on any of the said enumerated lots in paragraph D that conflicts with the Civil Aeronautics Administration regulations regarding Gulfport Municipal Airport. No advertising sign or bill board shall be placed or allowed on any of the said enumerated lots in paragraph D, excepting lot 22 of block 41, except that the owner may place or authorize to be placed thereon sign, advertising each lot for sale, no larger than 18 inches by 36 inches, and the lower part of which shall be no higher than 4 feet above the ground.

G. Easements for installation and maintenance of utilities and drainage are reserved over the rear 5 feet of each lot enumerated in paragraph D as well as for present existing facilities.

H. All residences and out houses occupied by human beings and/or served with water on lots enumerated in paragraph D, shall be connected to the sanitary sewerage system for disposal of all water and refuse except such refuse as is ordinarily termed garbage and disposed of as such.

I. No building shall be moved on to any of said lots heretofore enumerated in paragraph D, except lot 22 of block 41, from any other place where same was constructed or erected or where same has been placed; on the other hand all buildings on said lots shall be wholly constructed or erected on the lots excepting, of course, the usual portion thereof that are ordinarily constructed and built, such as milk cans, etc., off the premises. It being the intention hereof to prevent moving second hand or new buildings on said lots and remodeling or reworking same into some desired type or shape building. No building shall be placed or erected on any building lot heretofore enumerated in paragraph D until the building plans, specifications and plot plan showing the location of such building has been submitted and approved in writing, as to conformity and conformity of the exterior and interior design and construction with the existing structures in the subdivision (as same may be at least conform to minimum FHA requirements as of March 1st, 1950) and as to location of the building in respect to topography and finished ground elevation, by the building inspector of the City of Gulfport or some other department or agency set up by the City as successor to the duties of such inspector. In the event said building inspector or his designated successor fails to approve or disapprove such design and location within thirty days after said plans have been submitted to him such approval will not be required provided same be not done within ten days after written notice of such failure and demand that same be done within ten days from said written notice. In such event this covenant will be deemed to have been fully complied with. Appeal from any decision of the building inspector or his successor may be taken to the Board of Commissioners of Gulfport, Mississippi, by means of a written bill of particulars which shall be heard and considered when presented. Above shall not be construed to prevent the setting up and constructing new pre-fabricated houses when same have been approved by the building inspector as above provided for other type-houses.

Witness the signature and seal of the City of Gulfport, Mississippi by its Mayor and City Clerk on this the 16th day of March, 1950.

ATTEST:

(SEAL)

IVAN BALLENGER,
City Clerk

THE CITY OF GULFPORT, MISSISSIPPI

By MILTON T. EVANS,
Mayor

STATE OF MISSISSIPPI
County of Harrison

Before me the undersigned authority in and for above said county and state this day personally appeared, Milton T. Evans, Mayor and Ivan Ballenger, City Clerk, who each in my presence acknowledged that they signed, sealed and delivered the above and foregoing instrument on the day, month and year therein shown as the act and deed and for and on behalf of the City of Gulfport, Mississippi, and for all purposes therein stated.

Witness my signature and seal of my office on this the 16th day of March, 1950.

EDNA SCOTT,
Notary Public

My Commission expires March 17, 1950.

STATE OF MISSISSIPPI, COUNTY OF HARRISON:

I, C. J. Darby, Clerk of the Chancery Court of said County and State, certify that the instrument of which the foregoing is a record was delivered to me to be recorded at 5:07 o'clock P. M. on the 20th day of March, 1950 and recorded March 21st, 1950.

C. J. Darby, Clerk,

By W. L. Statakos D. C.

Filing .05

2300 words 2.30

Certificate .50

Indexing 124.05

126.90