

Given under my hand and official seal of office, this the 27th day of March, 1952.

John F. Howard
Notary Public

My comm. expires: 1st March 1952

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority in and for said county and state, O. F. Brielmaier, who acknowledged to me that he signed, executed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal of office, this the 31st day of March, 1952.

Betty Lou Galin
Notary Public

My comm. expires: My Commission Expires Oct. 7, 1954



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 11:00 o'clock A.M. on the 2nd day of April, 1952 and recorded April 4th, 1952

C. J. Darby, Clerk,

By W. H. H. H. H. H. D. C.

Filing	.05
<u>1200</u> words	<u>1.80</u>
Certificate	.50
Indexing	.15
	<u>2.50</u>

First Addition

BK# 353

PG # 311

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WHEREAS, the undersigned Ray B. Banta is the sole owner of all that certain subdivision known as First Addition to Gulfport Bayou View Subdivision, 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 said Ray B. Banta and/or all his heirs, assigns, devisees, grantees, or successors in title, so as

312

to insure the best use and most appropriate development and improvement 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 improper or 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 haphazard 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 Ray B. Banta does hereby agree to said protective covenants and does hereby agree that same may and do hereby attach to the title to said land and be binding on all persons claiming under said Ray B. Banta 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, 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 First Addition to Gulfport Bayou View Subdivision 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 affect 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 construction on any combination of lots more than one residence building for each lot. No lot or combination of said lots shall be resold or re-subdivided 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 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 outbuildings 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 or 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.

C. No dwelling shall be permitted on any lot of said First Addition to Gulfport Bayou View Subdivision which floor area, exclusive of porches (open or screened) and garages, is less than 1,000 square feet, and the cost of which is less than \$7,000.00, as to a one story building and 1,200 square feet floor area, of which 1,000 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 buildings 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 to the front street line as originally platted (if the building faces or in 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 15 feet to any side street line. No building shall be located on any lots nearer than 5 feet or nearer than one tenth of the width of the building site, whichever is the greatest distance, to an interior lot line, nor nearer than 5 feet to the rear property line. 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 outbuildings shall be used at any time as a residence, either temporarily or permanently, except that a garage apartment or outhouse

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, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood and no livestock or poultry shall be permitted to be kept on any of the said lots. Neither shall anything be used or operated on the premises that causes unusual interference with reception of radio, television, etc. 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. Any fence erected on any interior lot line 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. No advertising sign or billboard shall be placed or allowed on any lot except that the owner may place or authorize to placed thereon sign, advertising such 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. All residences and outhouses occupied by human beings and/or served with water on lots enumerated in paragraph D, shall be connected to the sanitary sewage system for disposal of all water and refuse except such refuse as is ordinarily termed garbage and disposed of as such.

H. No building shall be moved onto any lot from any other place where same was constructed or erected or where same has been placed; on the other hand all buildings shall be wholly constructed on such lots excepting, of course, the usual portions thereof that are ordinarily constructed and built, such as mill work, et., off the premises. It being the intention hereof to prevent moving second hand or new buildings onto a lot and remodeling or reworking same into some desired type or shape building. No building shall be placed or erected on any building lot 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 harmony of the exterior and interior design and construction with the existing structures in the subdivision (and same must at least conform to minimum FHA requirements as of March 1st, 1950) and as to location of the building with respect to topography and finished ground elevation, by the building inspector of the City of Gulfport or such 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; then in such

event this covenant will be deemed to have been fully complied with. Appeal from any decision of the building inspector or his successors 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 of Ray B. Banta on this the 14th day of April, 1952.

Ray B. Banta

315

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the above county and state, Ray B. Banta, who acknowledged to me that he signed and delivered the foregoing instrument on the day and date therein stated.

Witness my hand and official seal this the 1st day of April, 1952.

Mary E. Reeves
NOTARY PUBLIC

My commission expires 10-5-55



Filing	.05
<u>1600</u> words	<u>2.40</u>
Certificate	.50
Indexing	
	<u>2.40</u>
	<u>5.35</u>

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 11:40 o'clock A.M. on 2nd day of April, 1952.
recorded April 4th, 1952

C. J. Darby, Clerk,

By Gene Stratton D. C.

BK# 353
