

Covenants for
PLAT BOOK 19
PAGE 19

4th Addition

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RESTRICTIVE COVENANTS ATTACHED TO FOURTH ADDITION
TO GULFPORT BAYOU VIEW SUBDIVISION
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 Fourth Addition to 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 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 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 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 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 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:

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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. 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 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.

C. No dwelling shall be permitted on any lot in Block 87 the floor area of which, exclusive of porches (opened or screened) and garages is less than 1000 square feet and the cost of which is less than \$8,000, as to a one story building, or 1200 square feet of floor area, of which 1000 square feet must be ground floor area, with corresponding increase in cost as to a two story building. No dwelling shall be permitted on any lot in Block 79, 80, 81, 82, 83, 84, 85, 86, or 88 the floor area of which, exclusive of porches (opened or screened) and garages is less than 1000 square feet and the cost of which is less than \$7,000 as to a one story building, and 1200 square feet of 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 1, 1950; it being the intention and purpose of this covenant to insure that all dwellings shall be of a cost, workmanship and materials substantially the same or better than that which could be produced on said date of March 1, 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 thirty-five (35) feet 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 to any side street line. No building shall be located on any lot nearer than 5 feet or nearer than one tenth of the width of the building site, whichever is the greatest distance, to an interior 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 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 lot 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 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 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 lots that conflict with the Civil Aeronautics Administration regulations regarding Gulfport Municipal Airport Air Lanes. No advertising sign or bill board shall be placed or allowed on any of the said lots except that the owner may place or authorize to be 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. No building shall be moved on to any of said lots 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 on such lots excepting, of course, the usual portion thereof that are ordinarily constructed and built, such as mill work, etc., off the premises. It being the intention hereof to prevent moving second hand or new buildings on to 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 1, 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 after 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 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 construction of new pre-fabricated houses when same have been approved by the building inspector as 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 19 day of July, 1955.

CITY OF GULFPORT, MISSISSIPPI

Mayor

R. B. Meadows, Jr.

ATTEST:
City Clerk

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me the undersigned authority in and for the above county and state R. B. Meadows, Jr. and R. H. Washington, Jr., Mayor and City Clerk respectively of the City of Gulfport, who each acknowledged to me that they signed, affixed the municipal seal and delivered the above instrument on the day and in the year therein written as and for the act and deed of the City of Gulfport, being duly authorized so to act.

Witness my hand and official seal on this the 19 day of July 1955.

Elaine Holley
Notary Public

My commission expires 6-17-57.



STATE OF MISSISSIPPI, COUNTY OF HARRISON:

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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 11:48 o'clock 7 M. on the 22nd day of July, 1955 and recorded July 26th, 1955

C. J. Darby, Clerk,

By

Neil H. Hester D. C.