

5th Addition  
EXCEPT  
LT 17  
BLK 2

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PROTECTIVE COVENANTS  
FIFTH ADDITION TO GULFPORT BAYOU VIEW SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that, I, MRS. ELLA SMITH COTHRUN, owner of that certain property situated in the City of Gulfport, Harrison County, Mississippi, and known as Fifth 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 22 Page 9 thereof, 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, except as to Lot 17 Block 2 to-wit:

1. USE:

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.

2. DWELLING APPEARANCE:

No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached residential dwelling not to exceed two 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.

3. DWELLING SIZE AND COST:

No dwelling shall be permitted on Lots 1 to 24 inclusive, of Block 1 which floor area, exclusive of porches, (open or screened) and garages is less than 1300 square feet, and the cost of which is less than \$10,000.00, as to a one story building and 1500 square feet of floor area, of which 1,000 square feet must be ground floor area, with corresponding increase in costs, as to a two story building.

No dwelling shall be permitted on Lots 1 to 21 inclusive, Block 2, which floor area, exclusive of porches (open or screened) and garages is less than 1200 square feet, and the cost of which is less than \$9,000.00, as to a one story building and 1300 square feet of floor area, of which 900 square feet must be ground floor area, with corresponding increase in costs, 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 October 1, 1960. It being the intention and purpose of this covenant to assure that all dwellings shall be of a cost, workmanship and material substantially the same or better than that which can be produced on said date of October 1, 1960, at the minimum cost stated herein for the minimum permitted dwelling size.

4. BUILDING LOCATION:

No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that a 5 foot side yard shall be required for a garage or other permitted accessory building located 15 feet or more from the rear of the dwelling. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. EASEMENTS:

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

6. 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.

7. TEMPORARY STRUCTURES:

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

8. SIGNS:

No signs 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

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five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the 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 conditions.

10. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary conditions.

11. WATER SUPPLY:

No individual water supply system for human consumption shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Harrison County Health Department. 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 any lots.

13. SEWERAGE:

All residences and out houses occupied by human beings and/or served with water 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.

14. TYPE CONSTRUCTION:

Seventy five per cent of the exterior walls of any building will be of brick or brick veneer construction except in two story buildings which shall be at least fifty per cent brick or brick veneer construction.

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

16. ENFORCEMENT:

It is further understood and agreed that if any owners 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 Fifth Addition to Gulfport Bayou View Subdivision, as well as for the City of Gulfport, Mississippi, to proceed to prosecute, by any property 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.

17. 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 my signature on this the 31<sup>st</sup> day of January 1961

*Mrs. Ella Smith Cothrun*  
MRS. ELLA SMITH COTHRUN

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, Mrs. Ella Smith Cothrun, who acknowledged that she signed and delivered the above and foregoing instrument on the day and in the year therein mentioned.

WITNESS my signature and official seal of office this the 31<sup>st</sup> day of January 1961



*Louis Waites*  
NOTARY PUBLIC

My Commission Expires: 2/27/62

Filing .05  
1800 words 2.70  
Certificate .50  
Indexing 6.75  
10.00  
COMMERCIAL PRINTING CO.  
FORM 118 SM

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 4:26 o'clock P. M. on the 21<sup>st</sup> day of Feb., 1961 and recorded Mar 2nd, 1961.

C. J. Darby, Clerk,

By *Neal Stralacos* D. C.

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