

BK 533

BK # 533
6th Addition

381

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 J. W. Lassere and D. O. Simmons, President and Secretary, respectively of Rand-Jemm Corporation, who acknowledged to me that they signed, sealed and delivered the above and foregoing instrument, on the day and date therein mentioned, for and on behalf of said corporation.

Given under my hand and seal of office on this the 23rd day of May, A. D. 1964.

Helene M. Mae
NOTARY PUBLIC

My Commission expires: 12-27-64



Filing	.05	
<u>300</u> words	<u>45</u>	
Certificate	.50	
Indexing		<u>15</u>
		<u>1.15</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 1:56 o'clock P. M. on the 10 day of June, 1964 and recorded June 16th, 1964

C. J. DARBY, Clerk,

By Nell Stralokas D. C.

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:

BK # 533

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 a 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.

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Sixth 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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Sixth Addition to
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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

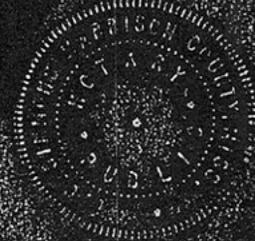
COUNTY OF HARRISON

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



384

STATE OF MISSISSIPPI, COUNTY OF HARRISON:

Filing .05

1300 words 1.95

Certificate .50

Indexing 2.25

SHAUGHNESSY PTC. CO.

4.75

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 Neel Stralatos D. C.

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