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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 10:30 o'clock a M. on the 16 day of April, 1966 and recorded April 13th, 1966

C. J. DARBY, Clerk

By Pauline Smith D. C.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

RESTRICTIVE COVENANTS

WHEREAS, the undersigned Bailey Lumber and Supply Company of Biloxi, is the sole owner of that certain subdivision known as GULFPORT BAYOU VIEW SUB-DIVISION, 7th ADDITION, Harrison County, Mississippi, as shown by the map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, and

WHEREAS, the said owner desires to and does hereby subject said property to certain covenants, restrictions, conditions and reservations, all of which shall follow the title of said realty and be binding on all grantees from Bailey Lumber and Supply Company of Biloxi, and/or their heirs, assigns, devisees, grantees or successors in title. Said covenants, restrictions, conditions and reservations being for the purpose of insuring the best use and most appropriate development and improvement of the property; to protect the owners of building sites against improper use of surrounding sites; to guard against the erection of poorly designed or proportioned structures or use of improper and unsuitable materials; to encourage and secure the erection of attractive homes with appropriate locations; to insure and secure and maintain proper setbacks from streets, avenues and property lines; and to aid in the general welfare, health and well-being of the owners of said property and their successors in title.

THE UNDERSIGNED, Bailey Lumber and Supply Company of Biloxi, does hereby agree to said covenants, restrictions, and conditions and reservations and does hereby agree that same may and do hereby attach to the title of said land and shall be binding on all parties claiming under the owner's present title until January 1, 1984, at which time said covenants shall be extended for automatic ten year periods unless a majority of the property owners agree to change said covenants in whole or in part with each block involved being considered a separate voting unity, and,

WHEREAS, it is further understood and agreed that if said grantees or any of them or their heirs, devisees, assigns or successors in title shall violate or attempt to violate any of the covenants herein, it shall and will be lawful for but not incumbent upon, any person or persons owning any real property situated in said Gulfport Bayou View Subdivision, 7th Addition, as well as for the Bailey Lumber and Supply Company of Biloxi, to proceed to prosecute, by any proper

proceeding at law or equity, such person violating or attempting to violate such covenants, or 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, restrictions, conditions and reservations contained herein by proper judgement 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, restrictions 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 or building for each lot. For purposes of grantor, it is hereby stated that all of the subdivision is designated as residential. NO HOUSE TRAILERS SHALL BE ALLOWED ON ANY LOT EITHER ON A TEMPORARY OR PERMANENT BASIS.

B. No dwelling shall be permitted on any residential lots in the said subdivision that has a floor area of less than 850 feet.

C. No building in said residential portion of said subdivision shall have less than a 25 foot setback from the front property line facing the street, nor be nearer than 5 feet to any side street, nor nearer than 5 feet to any side property line. No building other than garages, shall be built nearer than 5 feet to the rear property line, the setback being waived as to carports and garages. Any garage the nearer portion of which is not over 15 feet from the rear property line is also excepted from the side line setback.

D. No fences of any kind shall be erected on any portion of the premises from the street said building faces to the front sill line of the main building on any lots. No signs shall be displayed on any lot except 'FOR SALE' or 'FOR RENT' real estate signs of a reasonable size.

WITNESS THE signature and corporate seal of said corporation on this the 10th day of September, 1965.

BAILEY LUMBER AND SUPPLY COMPANY OF BILOXI

BY Sherwood R. Bailey
PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me the undersigned authority in and for the above mentioned county and state, Sherwood R. Bailey, President of Bailey Lumber and Supply Company of Biloxi, a Mississippi corporation, who acknowledged that he signed and delivered the above and foregoing instrument on the day and in the year therein mentioned, for and on behalf of said corporation, being first so authorized to do in the premises.

WITNESS my signature and official seal of office, this the 30th day of March, 1966.

[Signature]
NOTARY PUBLIC
My Commission Expires: 8/22/66

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STATE OF MISSISSIPPI, COUNTY OF HARRISON:

I, C. J. Darby, Clerk of the Chancery Court of said County and State, certify the instrument of which the foregoing is a record was delivered to me to be recorded at 10:34 o'clock am on the 6 day of Apr, 1966 and recorded Apr. 13th, 1966

C. J. DARBY, Clerk,

By Pauline Smith D. C.

BK # 567