

BK 51

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WHEREAS the undersigned Hogue Land & Lumber Co. Inc. is the sole owner of all of that certain subdivision known as Resubdivision of Block 51, Gulfport Bayou View Subdivision, being a resubdivision 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; and

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 undersigned and/or all their heirs, assigns, devisees, grantees or successors in title, so as 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 insofar as possible the natural beauty of the property, to prevent at the erection thereon of poorly designed or proportioned structures and the building thereon with inappropriate 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 on the residential portions thereof with appropriate locations therefor on building sites, to prevent haphazard and inharmonious improvements of such 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;

NOW THEREFORE, the undersigned Hogue Land & Lumber Co., Inc., a Mississippi Corporation, does hereby agree to the hereinafter set forth protective covenants and does hereby agree that same may and do hereby attach to the title to said land and are binding on all persons claiming under the title of the undersigned until January 1, 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 in said resubdivision it be then agreed to chance said covenants in whole or in part;

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 resubdivision 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 are as follows, to-wit:

A. The restrictive covenants herein contained shall not apply to Lots 1 to 11, both inclusive, of Resubdivision of Block 51, Gulfport Bayou View Subdivision, but shall apply only to lots 12 through 35, both inclusive, of said resubdivision.

B. Each of Lots 12 through 35, both inclusive, Resubdivision of Block 51, Gulfport Bayou View Subdivision, shall be residential property, and each of said lots is hereby fixed, designated and restricted as residential property. There shall not be constructed on any combination of lots more than one residence build-

ing for each lot. No lot or combination of said lots shall be resold or resubdivided in such manner as to have less front footage or less area for any building site than said lot or combination of lots had as originally planned.

C. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached residential dwelling not to exceed two and one-half stories in height and a private garage adequate for housing of cars of occupants of the premises, and other outbuildings incidental to residential use of the lot. No building shall be used for any purpose other than a residence or residential use, 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.

D. No dwelling shall be permitted on any residential lot which floor area, exclusive of porches (open or screened) and garages, is less than 1,000 square feet as to a one-store building, and 1200 square feet of floor area, of which 1000 square feet must be ground floor area, as to a two-story building.

E. No building or portion thereof shall be located on any residential lot nearer than 35 feet to the front street line as originally platted, and if the building faces or its 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 five 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 five feet to the rear property

line or to an easement situated at the rear property line; provided that where the combined distance from the two side lines is greater than 20 feet, then the excess above ten 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 portion of such exceptions to be located nearer than five feet to an interior lot line.

F. No structure of a temporary type, trailer, shack, garage, apartment, barn or other out building shall be used at any time as a residence, either temporarily or permanently, except that a garage apartment or out house having living quarters may be occupied by domestic servants actually employed by the occupants of the main dwelling.

G. No obnoxious or offensive establishments shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood. No livestock or poultry shall be permitted to be kept on any of said lots. Neither shall anything be used or operated on any lot that causes unusual interference with reception of radio, television, etc. No fences of any kind shall be erected on any portion of

any lot 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 said lots, which conflicts with the Civil Aeronautics Administration regulations relating to Gulfport Municipal Airport. No advertising sign or billboard shall

be placed or allowed on any of the said residential lots except that the owner may place or authorize to be placed thereon a 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 four feet above the ground.

H. No building shall be moved onto any of said residential lots from any other place where same was constructed or erected; on the contrary all buildings on residential lots shall be wholly constructed on such lots excepting the usual portion thereof ordinarily constructed and built off the premises, such as millwork, etc. It is the intention hereof to prevent moving second hand or new buildings onto a lot and remodeling or reworking same into some desired shape or type building. This paragraph shall not be construed to prevent the setting up and construction of new prefabricated houses which meet the requirements of all other paragraphs of this instrument.

WITNESS THE SIGNATURE and seal of Hogue Land and Lumber Company, Inc., on this the 8th day of September, 1955.

HOGUE LAND & LUMBER CO., INC.,

BY: [Signature]
President

ATTEST: [Signature]
Secretary



BK#1400

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the above county and state, J. G. Hogue and Doris W. Hogue, president and secretary respectively of Hogue Land & Lumber Co., Inc., who each acknowledged to me that they signed, affixed the corporate seal and delivered the above instrument on the day and in the year therein written, as and for the act and deed of Hogue Land & Lumber Co., Inc., being duly authorized so to act.

Witness my hand and official seal on this the 24 day of ~~August~~ ^{September}, 1955.

David Carter
Notary Public

My commission expires 28 June 1956



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COMMERCIAL PRINTING CO.
FORM 118 5M

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 1:46 o'clock P M. on the 23rd day of Sept, 1955 and recorded Oct 6 1955, 1955.

C. J. Darby, Clerk,

By Wesley Stratakes D. C.

BK #400