

5th Addition

Book 514

BK# 514

BK 68 + 69
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Mentioned
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STATE OF MISSISSIPPI
COUNTY OF HARRISON

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned City of Gulfport, hereinafter called Grantor, and Clayton E. Lehman and Ralph D. Young, hereinafter called Grantees, being the Grantor and Grantees in that certain Special Warranty Deed dated April 16, 1963, do hereby agree that said land is conveyed subject to Protective Covenants hereinafter set forth, and further that the said Grantor and Grantees do hereby agree and covenant with the purchasers and future owners of said land or parcels thereof that the following Protective Covenants shall apply to said property. The land which was conveyed in the aforementioned Special Warranty Deed is described as follows, to-wit:

Commencing at the intersection of the South line of Gulfport Bayou View Subdivision, Fifth Addition, with the West line of Courthouse Road, thence Westerly along the South line of said Gulfport Bayou View Subdivision, Fifth Addition, to the East margin of an alley, thence Southeasterly along the East margin of said alley to the intersection of a Northeasterly extension of the South margin of 51st Street if extended in a straight line, thence Northeasterly along such extension of the South margin of 51st Street to the intersection of such extension with the West margin of Courthouse Road, thence North along the West line of Courthouse Road to the point of beginning. It is the intention of the grantor herein to convey, and there is hereby conveyed, all land owned by grantor in Blocks 68 and 69 of Gulfport Bayou View Subdivision, per map or plat in Plat Book 17, Page 9, South of the South line of Gulfport Bayou View Subdivision, Fifth Addition, in the City of Gulfport, County of Harrison, State of Mississippi.

The Protective Covenants hereby created are as follows:

1. USE: The land shall not be subdivided so as to create lots having an area of less than 12,500 square feet. 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 residential building for each lot.
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 use 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 any lot which floor area, exclusive of porches (open or screened) and garages is less than 1,000 square feet and the cost of which is less than \$9,000.00. In figuring the cost of any such house regulated by this section, same shall be based upon cost prevailing on April 1, 1963. It being the intention in purpose of this Covenants to insure that all dwellings shall be of a cost, workmanship and materials substantially the same or better than that which can be produced on said date of April 1, 1963, 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 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 7 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

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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. 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.

6. 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.

7. 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 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.

8. 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, and only two such pets may be kept at one residence.

9. 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.

10. 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.

11. SEWERAGE: No individual sewerage disposal system 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 system as installed shall be obtained from such authority.

12. 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.

13. 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 in the land described above, 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.

14. 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 17th day of April, 1963.

ATTEST:

[Signature]
City Clerk

CITY OF GULFPORT, MISSISSIPPI

BY:

[Signature]
Mayor
[Signature]
Clayton E. Lehman
[Signature]
Ralph D. Young

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STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me the undersigned authority in and for above said County and State, this day personally appeared R. B. Meadows, Mayor, and J. H. McManus, City Clerk, who each in my presence acknowledged that they signed, sealed and delivered the above and foregoing instrument on the day, month and year therein shown as the act and deed of and for and on behalf of the City of Gulfport, Mississippi; and for all purposes therein shown, they being duly authorized so to do.

Witness my signature and the seal of my office on this 22nd day of



Sudge Caraway
Notary Public

My commission expires: 8-8-66

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said County and State, Clayton E. Lehman and Ralph D. Young who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, this the 22nd day of April, 1963.



Sudge Caraway
Notary Public

My commission expires: 8-8-66

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 8:50 o'clock A M. on the 6th day of May, 1963 and recorded May 7th, 1963

C. J. Darby, Clerk,

By Neil Stratakis D. C.

Filing	.05
<u>1000</u> words	<u>1.50</u>
Certificate	.50
Indexing	<u>30</u>
SHAUGHNESSY PTO. CO.	<u>2.35</u>

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