

BK 1657PG0190

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



J. H. ...
1st Judicial District
Instrument Number 2004 394 D
Filed 1 15 2004 1 35 P
Total Fees 8.00
Book 1657 Page 190-195 Recorded F-16-04

93.00
Block 24



MODIFICATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Block Twenty-four (24), GULFPORT BAYOU VIEW Subdivision was originally platted in its entirety as a single block, said Plat being on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 17 at Page 9 thereof; and

WHEREAS the City of Gulfport imposed upon said Gulfport Bayou View Subdivision certain covenants and restrictions which are on file and of record in the office of the Chancery Clerk aforesaid in Deed Book 329 at Pages 485-486 thereof, and contain therein the following provision:

"The undersigned City of Gulfport, Mississippi, does hereby agree to said protective covenants and does hereby agree that same may and does hereby attach to the title to said land and be binding on all persons claiming under said City's title 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 parcel of land described herein, it be agreed to change said covenants in whole or in part, each block involved to be considered as a separate unit in voting any such change."

WHEREAS the City of Gulfport did not file specific covenants for Block 24, as was done on/for most or all other blocks within Gulfport Bayou View subdivision, said previously recorded covenants were incorporated by reference when the City of Gulfport conveyed said Block Twenty-four, Gulfport Bayou View to Mrs. Mildred A. Milner by Special Warranty Deed dated July 3, 1953 which deed is on file and of record in Deed Book 377 at Page 120 thereof, and which Deed extended said protective covenants to include Block 24, Gulfport Bayou View Subdivision; and

WHEREAS, by Warranty Deed dated March 17, 1958, on file and of record in the office of the Chancery Clerk aforesaid in Deed Book 432 at Page 201 thereof, Grant D. Hayes and Helen B. Hayes, Grantors conveyed a portion of said original Block 24, Gulfport Bayou View Subdivision to Dr. Eva F. Dodge, Grantee, subdividing Block 24, Gulfport Bayou View Subdivision as originally platted; and

BK 1657PG0191

WHEREAS said subdivided portion of Block 24, Gulfport Bayou View Subdivision was further subdivided and is now known as Lots 1 through 6, GULFPORT BAYOU VIEW REPLAT OF BLOCK 24, said Plat having been approved by the City of Gulfport, and on file and of record in the office of the Chancery Clerk aforesaid in Plat Book 27 at Page 5 thereof; and

WHEREAS an additional portion of the remaining portion of original Block 24, Gulfport Bayou View Subdivision was conveyed by Harry W. Olson, Grantor to W. Roderick Johnson, Grantee, by Warranty Deed dated September 18, 1968, on file and of record in the office of the Chancery Clerk aforesaid in Deed Book 618 at Page 170; and by Warranty Deed dated February 23, 1970, on file and of record in Deed Book 642 at Page 171; and said portion of Block 24 being ultimately conveyed by Carl Leggett Builders, Grantor to Lonnie E. Harrington and wife, Grantees, by Warranty Deed dated August 20, 1976, on file and of record in the office of the Chancery Clerk aforesaid in Deed Book 780 at Page 44 thereof; and

WHEREAS PRESTIGE PROPERTIES, INC., hereinafter the "Declarant", acquired the remaining portion of original Block 24, Gulfport Bayou View Subdivision, by Warranty Deed dated February 28, 2003, on file and of record in the office of the Chancery Clerk aforesaid in Deed Book 1619 at Page 178 thereof; and

WHEREAS original Block 24 was never platted by the City of Gulfport into individual lots; no modification of the original covenants was made and recorded when the City of Gulfport acquiesced in violation of the original covenants by allowing the subdivision of what is now known as Lots 1 through 6, Gulfport Bayou View Replat of Block 24; and no modification of the original covenants was made and recorded as to the subsequent and further subdivision of a portion of the remaining portion of original Block 24; and

WHEREAS the Declarant is the majority owner of the remaining portion of the original Block 24, Gulfport Bayou View Subdivision;

NOW THEREFORE, the Declarant, being the majority owner of said original Block 24, GULFPORT BAYOU VIEW subdivision, and as was provided in Paragraph Three (3), of the original covenants as herein referenced, desires to modify and change the original covenants and restrictions, and to substitute, replace and impose on the land, and the lots thereon created, the following Restrictive Covenants, it being understood that the land will be used only and solely for the purposes set forth below, and that said restrictive covenants shall run with the land and shall be binding upon the present owners, their heirs, devisees, assigns and or successors in title.

BK 1657PG0192

1. The remaining portion of original Block 24, Gulfport Bayou View subdivision owned by Prestige Properties, Inc., will be subdivided into ten (10) lots, and all lots 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 (1) residential building constructed for the purpose of housing not more than one (1) family, nor to exceed two (2) stories in height. A garage or carport attached to the main building may be constructed, but shall not be required.
2. **SIZE OF DWELLING.** The enclosed or heated area of the main structure, exclusive of one-story open porches and garages, shall not be less than 2000 square feet. The ground or first floor elevation of a two-story dwelling shall contain not less than 1200 square feet.
3. **BUILDING LOCATION.** No building shall be located on any lot nearer than twenty-five feet (25') to the front lot line; nor nearer that twenty-five feet (25') to any side street line. No building shall be located nearer than eight feet (8') to an interior lot line. No building shall be located nearer that eight feet (8') to any rear lot line. Partial walls of the roof line, (exclusive of the roof overhang not to exceed two feet (2') may not be extended into the side line setback area for a carport, porch and the like.
4. **LOT AREA and WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than sixty feet (60') at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than ten thousand square feet (10,000 sq. ft.).
5. **APPROVAL.** No house, building, fence wall, accessory building or other exterior structure shall be commenced, erected or maintained upon any lot until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. In the event the Declarant fails to approve or disapprove in writing such design and location within thirty (30) days after said plans and specifications have been submitted, such design and location will be deemed to have been approved by Declarant.
6. **NUISANCES AND LOT MAINTENANCE:** No noxious or offensive activity shall be carried on upon a lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and each owner will maintain the appearance of his lot in high quality condition and will provide and maintain landscaping.
7. **ACCESSORY BUILDINGS.** No structure of a temporary character, trailer,

BK 1657PG0193

basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No building may be put on any of the described lots other than one dwelling house. A carport or garage, and any additions made to the dwelling house will be attached to and conform to the general design of the dwelling. An accessory building is permitted on each lot for storage purposes, provided it does not exceed 10 feet by 10 feet in area, nor exceed 9 feet in height, and the roof and exterior of any such building shall conform to the main structure; and any accessory building shall be set back at least 8 feet from the rear lot line and conform to the side line setback of the main structure. A metal prefinished accessory building shall not be permitted.

8. BUSINESS ACTIVITY AND SIGNS. No business activity of any kind whatsoever shall be conducted in any building or upon any lot; provided however, the foregoing shall not apply to the business activities or the construction and maintenance of buildings by the Declarant, or other builders, during construction and sales period(s). No signs of any kind shall be displayed to the public view on any lot, except on sign, not to exceed more than 5 square feet advertising the property for sale or rent or signs used by Declarant or a builder to advertise the property during the construction and sales period.
9. LIVESTOCK AND POULTRY. No animals, livestock, poultry or other fowl of any kind may be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided there shall not be kept more than two such pets at one dwelling.
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. SEWAGE. The use of privies, septic tanks and cesspools for the disposal of sewage is prohibited. No activities shall be permitted that discharge significant pollutants in to the surrounding waters.
12. FENCES. No fence or 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 lot. All approved fences shall be brick, wood or equivalent in quality.
13. WATER METER. The utility company has the right to go upon that part of each lot as may be necessary to service the water meter.

14. INOPERATIVE VEHICLES. No inoperative automobiles or other vehicles, equipment or machinery shall be allowed to remain in streets, yards or drives. There will be no automobile or other vehicle repairs conducted on the premises.
15. BOATS, TRAILERS, ETC. No boat, trailer, recreational vehicle, racing car or other vehicle of conveyance besides a conventional private passenger vehicle may be kept on a regular basis on or adjacent to any front yard, side yard or driveway visible from the street. It is the intention of this restriction to keep such vehicle(s) and conveyances in grass or behind solid fences or otherwise out of view from the other lots. Satellite or dish type TV antennas shall not be rested, placed or allowed to remain on any lot except to the rear of the rear sill line.
16. TERM. These Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years. Notwithstanding the foregoing, the majority of the then owners of the lots shall have the right to amend, change, modify, or cancel these covenants, at any time.
17. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or to recover damages.
18. SEVERABILITY. Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provision which shall remain in full force and effect.

IN THE EVENT that this modification is in conflict with any other provision(s) of the original covenants as recorded in Book 329 at Page 485 thereof, these covenants and conditions shall override and apply, and the conflicting provision(s) is/are hereby so modified; and

THIS MODIFICATION of the original covenants on file and of record in Book 329 at Page 485 thereof, shall only modify said covenants as to Block 24, Gulfport Bayou View subdivision, as provided therein, and said original covenants shall remain in full force and effect as to the remaining property therein, and that all provisions contained in the original covenants in Book 329 at Page 485 thereof which are not modified hereby shall remain in full force and effect; and

THIS BEING the only modification made at this time, as so provided in the original covenants in Book 329 at Page 485, th undersigned does hereby modify the original covenants as provided therein.

BK1657PG0195

IN WITNESS WHEREOF, PRESTIGE PROPERTIES, Inc., has caused this instrument to be executed on this the 14th day of January, 2004, by its duly authorized officer, he having first been duly authorized to do so.

PRESTIGE PROPERTIES, INC.

By: [Signature] Pres.
GARY McCABE, President/Developer

STATE OF MISSISSIPPI

COUNTY OF HARRISON

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, GARY McCABE, President of PRESTIGE PROPERTIES, INC., who acknowledged that for and on its behalf he signed, sealed and delivered the foregoing on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

Given under my hand and official seal of office, this the 14th day of January, 2004

[Signature]
NOTARY PUBLIC
INGRID A. MISCAVAGE

My commission expires

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 10, 2005
BONDED THRU STEGALL NOTARY SERVICE



C:\My Documents\forms\Gary McCabe_Covenants Block 24.wpd

INDEXING: REMAINING PORTION
(2.5 AC +/-) ORIGINAL BLK 24
GULFPORT BAYOU VIEW S/D, HARRISON CO
MISSISSIPPI

PREPARED BY & RETURN TO:
GULF TITLE COMPANY, INC
1819 TWENTY-FOURTH AVE
GULFPORT, MS 39501
(228) 865-0011