

Used 409

BK 51
T-1-11

Witness our signatures on this the 8th day of May, A. D. 1956.



J. G. Hogue
J. G. Hogue

Henry H. Sneed
Henry H. Sneed



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. G. Hogue and Henry H. Sneed, who acknowledged that they each signed and delivered the above and foregoing instrument on the day and date above written.

Given under my hand and seal of office on this the 8th day of May, A. D. 1956.



Wm. J. Centinide
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3/13/59

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 10:08 o'clock A M. on the 8th day of June, 1956 and recorded June 13th, 1956

C. J. Darby, Clerk,

Filing05
300 words 45
Certificate50
Indexing 30

COMMERCIAL PRINTING CO.
FORM 118 3M

1.30

By Neil Stratakos D. C.

PROTECTIVE COVENANTS

STATE OF MISSISSIPPI:

COUNTY OF HARRISON:

WHEREAS, the undersigned Hogue Land and Lumber Co., Inc. is the sole owner of certain property lying and being situated in Harrison County, State of Mississippi more particularly described as follows, to-wit:

Lots One (1) to Eleven (11) Inclusive, of the ReSurvey of Block 51 of Gulfport Bayou View Subdivision 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.

NOW, THEREFORE, the said Hogue Land and Lumber Co., Inc., does hereby covenant and agree with all purchasers and future owners of the above described lots in said subdivision that from this date until June 1st, 1985, the following protective covenants shall apply to the above described property, to-wit:

1. Each of said lots is hereby fixed, designated and restricted as light commercial and personal service retail establishment property and no heavy industrial establishment, manufacturing, heavy repair establishments such as automobile repair garages shall be permitted thereon.

2. No structure shall be permitted on any of said lots which shall exceed more than one story in heights exclusive of cupolas and towers. All such structures shall be architecturally designed to conform with the surrounding residential areas.

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3. All advertising signs shall be affixed to the structures and shall not extend or overhang therefrom.

4. All structures shall be located at least 20 feet from any street or off Street.

5. Parking space shall be provided to the extent of not less than three times the total floor area of any main structures, which is used for business purposes.

6. No beer, wine or other intoxicating liquor shall be made, sold or kept for sale for consumption on the premises on any of the lots above described.

7. Sanitary storage and collection facilities for refuse and garbage shall be supplied by the owners of each structure and shall be properly screened from public view.

8. All commercial establishments abutting residential property on the rear or side, shall be separated from such by a planting screen.

9. No obnoxious or offensive establishment shall be carried on upon any lot, No livestock shall be permitted to be kept on any of said lots. Neither

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shall anything be used or operated on any lot that causes unusual interference with reception of radio, television and etc.,

10. If the parties hereto and their successors in title, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of said real estate to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

11. 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.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 1st, 1985, 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 said lots or parcels of land it be then agreed to change said covenants in whole or in part.

Witness the signature and seal of Hogue Land and Lumber Company, Inc., on this the 21 day of May, A. D. 1956.

HOGUE LAND AND LUMBER CO., INC.

By J. S. Hogue
President

ATTEST Doris W. Hogue
Secretary



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 31 day of May, A. D., 1956.



J. W. Perrett
NOTARY PUBLIC

MY COMMISSION EXPIRES FEB. 7, 1960

STATE OF MISSISSIPPI, COUNTY OF HARRISON:

I, C. J. Darby, Clerk of the Chancery Court of said County and certify that the instrument of which the foregoing is a record was presented to me to be recorded at 10:12 o'clock A M. on 8th day of June, 1956 recorded June 13th, 1956

C. J. Darby, Clerk,

By C. J. Darby D

COMMERCIAL PRINTING CO.
FORM 110 5M

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| Filing | .05 |
| <u>900</u> words | <u>1 20</u> |
| Certificate | .50 |
| Indexing | <u>1 65</u> |
| | <u>3 40</u> |

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