

LT-A-F 51
BK 51

BK# 478

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PROTECTIVE COVENANTS FOR RESUBDIVISION OF BLOCK 51,
GULFPORT BAYOU VIEW SUBDIVISION

WHEREAS, the undersigned are the owners and mortgagees of the property platted and known as Lots "A" through "T" of the RESUBDIVISION OF BLOCK 51, GULFPORT BAYOU VIEW SUBDIVISION, according to the official plat thereof of record in the office of the Clerk of the Chancery Court of Harrison County, Mississippi in Plat Book 22 at page 12 and

WHEREAS, it is the desire of the undersigned owners and mortgagees of the said property to impose the following Protective Covenants, which, it is agreed and understood, shall be covenants running with the land.

1. The restrictions contained herein shall apply to the entire Block 51, consisting of Lots "A" through "T", both inclusive.

2. 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 residential use of the lot. No building shall be used for any purpose other than a residence. No house shall be constructed 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. No dwelling shall be permitted on any lot at a cost of less than Ten Thousand Dollars (\$10,000.00) based upon cost levels prevailing on the date these covenants are recorded; it being the intention and purpose of this covenant to insure that all dwellings shall be of a quality of workmanship and materials of substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than one thousand (1,000) square feet.

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4. No dwelling shall be located on any lot nearer than twenty-five (25) feet to the front lot line or nearer than ten (10) feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line. No dwelling shall be located on an interior lot nearer than twenty-five (25) feet to the rear lot line. For the purposes of these covenants, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that they shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot having a width less than fifty-five (55) feet at the minimum building set-back line or shall any dwelling be erected or placed on any lot having an area of less than seventy-three hundred (7,300) square feet.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved to the owners hereof or their assigns over the rear ten (10) feet of lots in said subdivision.

7. No noxious or offensive activity shall be carried on on any lot nor shall anything be done thereon which shall be or may become any annoyance or nuisance to the neighborhood. The keeping of poultry or livestock is expressly prohibited.

8. No structure of a temporary character - trailer, basement, tent, shack, garage, barn or any other outbuilding - shall be used on any lot at any time as a residence whether temporarily or permanently.

9. These covenants shall run with the land and shall be binding upon the parties and all persons claiming under them for a period of twenty-five (25) years from the date of these covenants, after which these covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots in said subdivision has been recorded agreeing to change said covenants in whole or in part.

10. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation thereof or to recover damages.

11. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Witness our signatures on this the 4 day of

May, 1961.

(CORPORATE SEAL)



GULF COAST CONSTRUCTION COMPANY, INC.

BY: J. W. Threlkeld
J. W. THRELKELD, PRESIDENT

Henry E. Baltar
HENRY E. BALTAR

H. W. LeTissier
H. W. LeTISSIER

(CORPORATE SEAL)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

SOUTHERN SAVINGS & LOAN ASSOCIATION

BY: W. P. Tuttle
W. P. TUTTLE, PRESIDENT

Personally appeared before me, the undersigned authority in and for the above mentioned county and state, J. W. Threlkeld, known to me to be President of Gulf Coast Construction Company, Inc., W. P. Tuttle, known to me to be President of Southern Savings and Loan Association, H. W. LeTissier, and Henry E. Baltar, who acknowledge that they individually and in behalf of said corporations executed and delivered the above and foregoing restrictive covenants on the day and in the year therein mentioned, and that where said acts were done on behalf of said corporations they were done by said officers duly authorized who have thereunto affixed their corporations' seals, they having full authority so to do.

Given under my hand and official seal of office on this the 4 day of May, 1961.

G. E. Estes, Jr.
NOTARY PUBLIC

My Commission Expires:

G. E. ESTES, JR., NOTARY PUBLIC
GULFPORT, HARRISON COUNTY, MISSISSIPPI
MY COMMISSION EXPIRES JUNE 20, 1963

(SEAL)

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 2:07 o'clock P M. on the 5th day of May, 1961 and recorded May 6th 1961.

C. J. Darby, Clerk,

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By Neil Stratacos D. C.

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