

STATE OF MISSISSIPPI

423

COUNTY OF HARRISON

WHEREAS, the undersigned Bailey Homes & Insurance of Gulfport, Inc., is the sole owner of that certain property described as Lots One(1) to Twenty-four (24), inclusive, Resurvey of Block 52, Gulfport Bayou View Subdivision to the City of Gulfport, Harrison County, Mississippi, as shown by the map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, and

WHEREAS, the said owner desires to and does hereby subject said property to certain covenants, restrictions, conditions and reservations all of which shall follow the title to said realty and be binding on all grantees from Bailey Homes and Insurance of Gulfport, Inc., and/or their heirs, assigns, devisees, grantees or successors in title. Said covenants, restrictions, conditions, and reservations being for the purpose of insuring the best use and most appropriate development and improvement of the property; to protect the owners of building sites against improper use of surrounding sites; to guard against the erection of poorly designed or proportioned structures or use of improper and unsuitable materials; to encourage and secure the erection of attractive homes and appropriate locations; to insure and secure and maintain proper setbacks from streets, avenues and property lines; and to aid in the general welfare, health and well-being of the owners of said property and their successors in title.

The undersigned Bailey Homes & Insurance of Gulfport, Inc., does hereby agree to said covenants, restrictions, conditions and reservations and does hereby agree that the same may and do hereby attach to the title to said land and shall be binding on all parties claiming under the owners' present title until January 1, 1980, at which time said covenants shall be extended for automatic ten year periods unless a majority of the property owners agree to change said covenants in whole or in part with each block involved being considered a separate voting unit, and

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, but not incumbent upon, any person or persons owning any real property situated in said Lots 1 to 24, inclusive, Resurvey of Block 52,

BK 52  
 LOTS 1-24

BK#405



Gulfport Bayou View Subdivision, as well as for Bailey Homes and Insurance of Gulfport, Inc., to proceed to prosecute, by any proper proceeding at law or equity, such person violating or attempting to violate such covenants, or 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, restrictions, conditions and reservations 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.

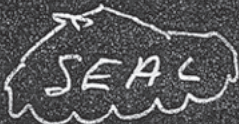
The restrictive covenants, restrictions, conditions and reservations, above referred to being set out in detail as follows, to-wit:

A. 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 residence or building for each lot. For purposes of grantor it is hereby stated that all of the subdivision is designated as residential.

B. No dwelling shall be permitted on any residential lots in the said subdivision which have a floor area of less than 850 square feet or which are over one story in height.

C. No building in said residential portion of said subdivision shall be nearer than 15 feet to the street said property faces, nor nearer than 10 feet to any side street, nor nearer than 5 feet to any side property line. No building other than garages shall be built nearer than 5 feet to the rear property line, the setback being waived as to garages. Any garage, the nearer portion of which is not over 15 feet from the rear property line, is also excepted from the side line setback.

Witness the signature of said corporation by its duly authorized officer on this 2<sup>th</sup> day of March, 1956.



BAILEY HOMES & INSURANCE OF GULFPORT, INC.

By: George C. Bailey  
Secretary-Treasurer

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for said County and State, GEORGE C. BAILEY, Secretary and Treasurer of Bailey Homes & Insurance of Gulfport, Inc., who

BK 405



acknowledged that he signed and delivered the above and foregoing instrument as the act and deed of and for and on behalf of said corporation on the day of the date thereof.

Given under my hand and seal of office, this 24 day of March, 1956.



*[Handwritten Signature]*

Notary Public in and for Harrison County, Mississippi.

My commission expires: 8-2-56

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 11:24 o'clock 9 M. on the 7<sup>th</sup> day of March, 1956 and recorded Mar 16, 1956

Filing	.05
<u>1000</u> words	<u>1 50</u>
Certificate	.50
Indexing	<u>3 60</u>
	<u>5 65</u>

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C. J. Darby, Clerk,

By [Handwritten Signature] D. C.