

262/235
RESTRICTIVE COVENANTS

WOODLAND HEIGHTS SUBDIVISION, PART THREE
~~PEARL RIVER COUNTY, MISSISSIPPI~~

1. **LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed 2½ stories in height and a private garage for not more than three cars.
2. **DWELLING COST, QUALITY & SIZE:** No dwelling shall be permitted on any lot at a cost of less than \$25,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials 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 be not less than 1400 sq. ft. for a one story dwelling, nor less than 1000 sq. ft. for a dwelling of more than one story.
3. **BUILDING LOCATION:** No building shall be located on any lot nearer than 30 ft. to the front lot line, nor nearer than 30 ft. to any side street line. No building shall be located nearer than 7 ft. to an interior lot line, with the combined width of both side yards being not less than 20 ft., except that a house may be constructed on one or more lots or on one lot and a fractional part of another lot, with the same minimum setbacks on front, rear and side yards to apply. A 2 ft. side yard shall be permitted for a garage or other permitted accessory building located 30 ft. or more from the rear of the dwelling. No dwelling shall be located on any interior lot nearer than 30 ft. to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
4. **ARCHITECTURAL CONTROL:** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, and harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback lines unless similarly approved. Approval shall be as provided in paragraph hereof entitled Architectural Control Committee. With written approval of the Architectural Control Committee a one story attached garage may be located nearer to a street line, where the natural elevation of the lot along the established minimum building setback line is more than either eight ft. above or four ft. below the established roadway level along the abutting street and where in the opinion of said committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided, but not nearer than 10 ft. to any street line.

5. **LOT AREA & WIDTH:** No dwelling shall be erected or placed on any lot having a width of less than 70 ft. at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 sq. ft.
6. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The easement area of each lot and all improvements in it shall be maintained continually by the owner of the lot, except for these improvements for which a public authority or utility company is responsible.
7. **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 any annoyance or nuisance to the neighborhood.
8. **TEMPORARY STRUCTURES:** No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. **SIGNS:** No sign 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.
10. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.
11. **GARBAGE & REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
12. **WATER SUPPLY:** No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Mississippi State Health Department. Approval of such system as installed shall be obtained from such authority.
13. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of Mississippi State Health Department. Approval of such system as installed shall be obtained from such authority.
14. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 8 ft. above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 ft. from the intersection of the street rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 ft. from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within

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such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. **LAND NEAR PARKS AND WATER COURSES:** No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 ft. of the property line of any park or edge of any open water course, except that clean fill may be placed nearer, provided that the natural water course is not altered or blocked by such.

16. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee is composed of the following named individuals: Willie C. Ryan, PO Box 329, Picayune, Mississippi; L. Jack Stewart PO Box 608, Picayune, Mississippi and Frank Dunaway, PO Box 734, Picayune, Mississippi. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor the designated representative shall be entitled to any compensation for service performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

17. **PROCEDURE:** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with.

18. **GENERAL PROVISIONS: 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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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 in part.

19. **ENFORCEMENT:** 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 violation or to recover damage.

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

IN WITNESS WHEREOF, the said Corporation has caused this document to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed, and in witness whereof, the individual lien holders have hereunto affixed their hand, all in this the 19th day of March, 1976.

Willie C. Ryan
WILLIE C. RYAN, PRESIDENT

L. Jack Stewart
L. JACK STEWART, SEC-TREAS.

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

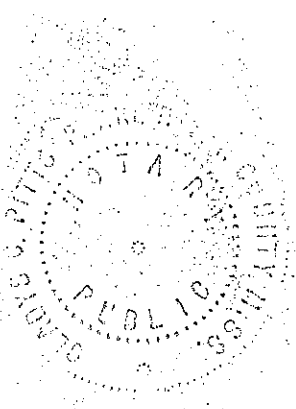
Personally appeared before me, the undersigned authority, in and for the aforesaid County and State, the within named, WILLIE C. RYAN and L. JACK STEWART, who acknowledged to me that they are President and Secretary-Treasurer of Cahal, Inc., and that as such officers they did sign, execute and deliver the above and foregoing instrument of writing on the day and in the year as therein stated, after being duly authorized so to do.

GIVEN under my hand and official seal on this the 19th day of March, A. D., 1976.

Blanche G. Little
NOTARY PUBLIC

My commission expires:

4-7-79



State of Mississippi, Pearl River County, I hereby certify the foregoing instrument was filed for record in my office on the 22nd day of March 1976 at 8:59 o'clock AM and that the same is now duly recorded in Deed Record No. 262 on Page 235-236 of Record of Deeds Deeds in my office.
Given under my hand and Seal of office this 25 day of March 1976

James Patterson
Chancery Clerk

JP