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PROTECTIVE COVENANTS

WHEREAS, the undersigned, FOUNDERSON INVESTMENT COMPANY, INC., PASCO DEVELOPMENT, INCORPORATED and PONDEROSA BUILDERS, INC., are the owners of that certain land and property lying and being situated in Section Twentyone (21), Township Six (6), South, Range Seventeen (17) West, in Pearl River County, Mississippi, and have caused the same to be subdivided, and more particularly described as PONDEROSA SUBDIVISION, PART ONE, according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Pearl River County at Poplarville, Mississippi, in Town and County Plat Book 3 at Pages 5 and 6, and Plat Book 1 at Pages 5 and 6, respectively thereof, AND,

WHEREAS, the undersigned owners desire to amend certain Protective Covenants upon said subdivision for the protection and benefit of those purchasing lots from it,

NOW, THEREFORE, in consideration of the advantage to accrue through such protective covenants, and for other good and valuable considerations not hereby necessary to recite, the undersigned owners do hereby amend the Protective Covenants recorded in Book 163 at Pages 226-228 of the aforesaid records, to read as follows:

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 two (2) stories in height and a private garage for not more than three (3) cars.
2. **DWELLING COST, QUALITY AND SIZE:** No dwelling shall be permitted on any lot at a cost of less than \$10,500.00 based upon cost levels prevailing on the date these covenants are recorded, if being the intention and purpose of the covenants to assure that all dwelling shall be 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 not be less than 1100 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story.

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3. **BUILDING LOCATION:** No building shall be located on any lot nearer than thirty (30) feet to the front line of the lot, nearer than fifteen (15) feet to any side street line. No building shall be located nearer than five (5) feet to the interior lot line, except that two (2) feet side yard shall be permitted for a garage or other permitted accessory building located fifteen (15) feet or more from the rest of the dwelling. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet 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. **LOT AREA AND WIDTH:** No dwelling shall be erected or placed on any lot having a width of less than fifty (50) feet at the minimum set back line, excepting irregular lots with narrow front and widening considerably in the rear, to be sixty-five (65) feet minimum, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

5. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. **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 an annoyance or nuisance to the neighborhood.

7. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. **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 twenty-five years from the date these covenants are recorded, after which time said 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 have been recorded, agreeing to change said covenants in whole or in part.

9. **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 damages.

10. **SEVERABILITY:** 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.

**IN WITNESS WHEREOF,** the above named owners have caused these Protective Covenants to be executed by its duly authorized officers and the corporate seals to be affixed thereto on the 13, day of April, 1964.



ATTEST:  
James H. Houston, Vice-Pres.

BY: [Signature]  
L. L. Peyton, President

BY: [Signature]  
PASCOP DEVELOPMENT INCORPORATED



ATTEST:  
James R. Houston, Sec.-Treas.

BY: [Signature]  
L. L. Peyton, Vice-President

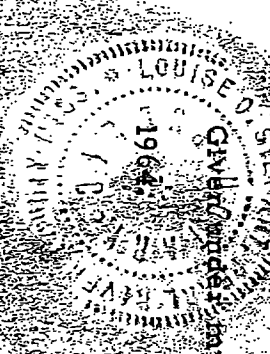
BY: [Signature]  
POMDEROSA BUILDERS, INC.

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STATE OF MISSISSIPPI  
COUNTY OF Pearl River

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Personally appeared before me, Notary Public for the  
aforesaid jurisdiction, the undersigned, James R. Houston  
and James R. Peyton, both acknowledged to be the President  
and Secretary respectively, for and on behalf of and by authority of said  
PASCO DEVELOPMENT, INCORPORATED, signed and delivered the above and  
foregoing instrument and affixed the corporate seal of said corporation thereto on  
the day and year therein mentioned for the intent and purpose therein expressed.



Louise O. Stewart  
Notary Public

MY COMMISSION EXPIRES NOV. 20, 1967

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me the undersigned authority in and for the aforesaid  
jurisdiction, the within named L. L. Peyton, and James R. Houston, who  
knew and agreed that they, as President and Vice-President respectively, for and on be  
half of and by authority of said Builders Investment Company, Inc., signed and  
delivered the above and foregoing instrument and affixed the corporate seal of said  
corporation thereto on the day and year therein mentioned for the intent and purpose  
therein expressed.

Given under my hand and official seal of office, this the 14 day of April, 1964.

W. H. King, Jr.  
Notary Public

My Commission Expires December 20, 1967

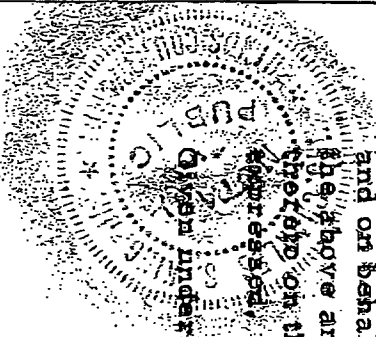
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me the undersigned authority in and for the aforesaid  
jurisdiction, the within named, L. L. Peyton and James R. Houston, who  
acknowledged that they as Vice-President and Secretary-Treasurer respectively, for  
and on behalf of and by authority of said Ponderosa Builders, Inc., signed and delivered  
the above and foregoing instrument and affixed the corporate seal of said corporation  
thereto on the day and year therein mentioned for the intent and purpose therein  
expressed.

Given under my hand and official seal of office this the 14 day of April, 1964.

W. H. King, Jr.  
Notary Public

My Commission Expires December 20, 1967



STATE OF MISSISSIPPI  
PEARL RIVER COUNTY  
I hereby certify the foregoing instrument was filed for record in my office on  
the 16 day of April 1964 at 10:30 o'clock A.M. and that the  
same is now duly recorded in Book Record No. 168 at page 120-122 of Record of  
Deeds in my office.

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PROTECTIVE COVENANTS  
PONDEROSA SUBDIVISION, PART I

WHEREAS, the undersigned, BUILDERS INVESTMENT COMPANY, INC. is the owner of that certain land and property lying and being situated in Section Twenty-one (21), Township Six (6), South, Range Seventeen (17) West, in Pearl River County, Mississippi, and have caused the same to be subdivided, and more particularly described as PONDEROSA SUBDIVISION, PART ONE,

according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Pearl River County at Poplarville, Mississippi, in *Town & Plat Books 3 & 4 at Pages 311* *Subj. to 6 August 1988* thereof, AND,

WHEREAS, the undersigned owners desire to impose certain Protective Covenants upon said subdivision for the protection and benefit of those purchasing lots from it,

NOW, THEREFORE, in consideration of the advantage to accrue through such protective covenants, and for other good and valuable considerations not hereby necessary to recite, the undersigned owners do hereby covenant and agree with all future owners of the lot or lots in said subdivision that from this date until January 1, 1988, the following protective covenants shall apply to all lots in said subdivision:

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 two (2) stories in height and a private garage for not more than three (3) cars.
2. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$10,500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 not be less than 950 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

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3. BUILDING LOCATION: No building shall be located on any lot nearer than thirty (30) feet to the front lot line, or nearer than twenty (20) feet to any side street line. No building shall be located near than seven and one-half (7.5) feet to an interior lot line, except that two (2) feet side yard shall be permitted for a garage or other permitted accessory building located fifteen (15) feet or more from the rear of the dwelling. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet 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. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than fifty (50) feet at the minimum set back line - excepting irregular lots with narrow front and widening considerably in the rear - to be sixty-five (65) foot minimum, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. 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 an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tool shed, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. 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 twenty-five years from the date these covenants are recorded, after which time said 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 have been recorded, agreeing to change said covenants in whole or in part.

9. 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 damages.

10. SEVERABILITY: 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.

IN WITNESS WHEREOF, the said BUILDERS INVESTMENT COMPANY, INC. has caused these Protective Covenants to be executed by its duly authorized President,

L. L. Peyton, and the corporate seal to be thereto affixed on this the 17 day of July, 1963.

BUILDERS INVESTMENT COMPANY, INC.

BY: [Signature]  
L. L. Peyton, President

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STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for the  
aforesaid jurisdiction, L. L. Peyton, President of Builders Investment  
Company, Inc., a Mississippi corporation, who acknowledged that for and  
on behalf of and by authority of said corporation, he signed and delivered the  
above and foregoing instrument and affixed the corporate seal of said corporation  
thereto on the day and year therein mentioned for the intent and purpose therein  
expressed.

Given under my hand and official seal of office this the \_\_\_\_\_ day of \_\_\_\_\_  
1963.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



I hereby certify the foregoing instrument was properly acknowledged to me  
State of Mississippi }  
Pearl River County }  
office on the 27 day of December 1963 at 165  
the same is now duly recorded in Deed Record No. 226-228  
Record of Deeds in my office. 3 day of January 1963  
Given under my hand and Seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 1963

\_\_\_\_\_  
Notary Public