

RESTRICTIVE COVENANTS

For Development of Single Family Detached Dwellings,
Part Two, Woodland Heights Subdivision, Picayune,
Mississippi

WHEREAS, the undersigned Mississippi Land Company, Inc., being the owner and Grant National Bank being the lien holder of Lots 1 through 49, inclusive of Woodland Heights Subdivision, Part Two, as per official plat thereof on file in the office of the Chancery Clerk of Pearl River County, Mississippi;

the above described property being the entire Part Two of Woodland Heights Subdivision as per official plat thereof, WHEREAS, the said owner and said lien holder desire to impose certain restrictions upon the use of said land for the purpose of protecting the owners and purchasers thereof,

Now, therefore, the Mississippi Land Company, Inc., and the said lien holder do hereby as of October 25, 1965 restrict the above described property and its use as follows:

1. LAND USE & 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 2 1/2 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 \$13,500.00 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 1200 sq. ft. for a one-story dwelling, nor less than 750 sq. ft. for a dwelling of more than one story.
3. BUILDING LOCATION: No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet 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 feet, except that 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, 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 line unless similarly approved. Approval shall be as provided in paragraph hereof entitled

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4. **ADVERTISEMENTS:** Signs and billboards shall be subject to the approval of the Planning and Zoning Commission. With written approval of the Planning and Zoning Commission, a one-story commercial sign may be located nearer to a street line, where the natural elevation of the lot along the established setback line is more than eight feet above or four feet 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 feet 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 feet, 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 those 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 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.
 9. **SIGNS:** No sign of any kind shall be displaced 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 purpose.
 11. **GARBAGE AND 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

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State Health Department. Approval of such system as installed shall be obtained from such authority.

14. STREET DISTANCE AND INTERSECTIONS: No fence, wall, hedge, or curb planting which obstructs sight lines at elevations between 2 and 3 feet above the roadways shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting these points 25 feet from the intersection of the street lines, or in the case of a rounded section of the street lines, from the intersection of the street property corner. From the intersection of the street property lines extended. The same eight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within 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 feet 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 fill.

ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee is composed of the following named individuals: Lawrence L. Seal, PO Box 135, Picoyune, Mississippi; Mrs. Willie C. Ryan, PO Box 329, Picoyune, Mississippi and R. I. Pritchard, III, PO Box 269, Picoyune, 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 services performed pursuant to this covenant. At any time, the then record 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.

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.

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 10 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.

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.

SEVERABILITY:

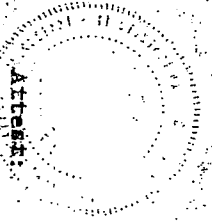
Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of these other provisions which shall remain in full force and effect.

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 holder has hereunto affixed its hand, all on this 25th day of October, 1965.

MISSISSIPPI LAND COMPANY, INC.

BY George J. Ryan
Its President

BY Angela H. [Signature]
Its Vice President

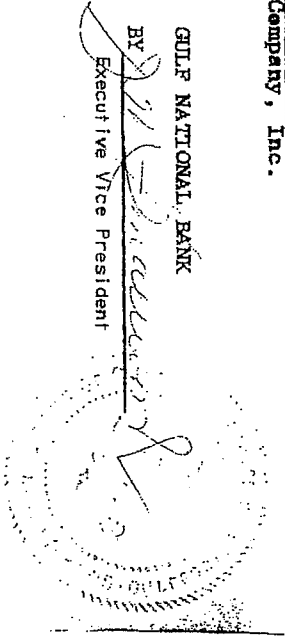


Attest:

William C. Ryan
Treasurer, Mississippi Land Company, Inc.

GULF NATIONAL BANK

BY [Signature]
Executive Vice President



STATE OF MISSISSIPPI
COUNTY OF EARL RIVER

Personally appeared before me, the undersigned legal authority in and for the jurisdiction aforesaid, the within named George J. Ryan and Argie T. Stewart who severally acknowledged to me that they are President and Vice President, respectively, of Mississippi Land Company, Inc.; and as such they signed, sealed and delivered the above and foregoing instrument of writing on the day, in the year and for the purposes therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

Given under my hand and official seal on this 25th day of October, 1965.

[Signature]
Notary Public

My commission expires: _____



STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority,
in and for the said county and state, the within named J. M. Smallwood,
Executive Vice President of Gulf National Bank of Gulfport, Gulfport,
Mississippi, who acknowledged that he signed, sealed and delivered
the foregoing Restrictive Covenants for and on behalf of the said bank,
given under my hand and official seal this the 25th day
of October, 1965.

James Kinross
Notary Public

My commission expires :
1-24-1966

I hereby certify the foregoing instrument was filed for record in my
State of Mississippi }
Pasci River County }
office on the 8 day of November 1965 at 3 o'clock P M and that
the same is now duly recorded in Deed Record No. 178 on page 377-387 of
Book of Deeds in my office.
Record of Deeds given under my hand and Seal of office this 15 day of November 1965

J. M. Kinross
Chancery Clerk

John E. Kinross
John E. Kinross