

PROTECTIVE COVENANTS ON CHATEAUGUAY SUBDIVISION, UNIT TWO

1. OWNER: D. S. L. Construction Company, 113 East Canal Street, Picayune, Mississippi.
2. LAND DESCRIPTION: Unit No. Two of Chateaugay Subdivision.
3. 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 (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than two (2) cars.
4. DWELLING COST, QUALITY & SIZE: No dwelling shall be permitted on any lot at a cost of less than \$15,000.00 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 floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,400 sq. ft. for a one-story dwelling, nor less than 1,600 sq. ft. for a dwelling of more than one (1) story.
5. BUILDING LOCATION: No building shall be located on any lot nearer than thirty (30) feet to the front lot line, or nearer than fifteen (15) feet to any side street line. No building shall be located nearer than seven (7) feet to an interior lot line, (with a combined width of both side yards not less than twenty (20) feet), 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 thirty (30) 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.
6. LOT AREA & WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the building line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.
7. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
8. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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- 9. **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.
- 10. **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 (25) 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 has been recorded, agreeing to change said covenants in whole or in part.
- 11. **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.
- 12. **SEVERABILITY:** Invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESSETH: The signature of the D. S. L. Construction, a Corporation domiciled and doing business in Picayune, Pearl River County, Mississippi, acting herein by and through its duly authorized officers on this 7 day of October 1965.

ATTEST:

D. S. L. CONSTRUCTION COMPANY

F. G. MacDonald
SECRETARY

BY: A. M. Strachan
PRESIDENT

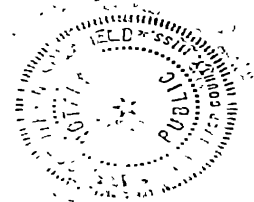
STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

This day came and personally appeared before me, the undersigned authority at law, in and for the aforesaid jurisdiction, the within named A. M. STRACHAN AND FRED G. MACDONALD, known to me to be the President and Secretary respectively of D. S. L. Construction Company, who, as such officers of, and for and on behalf of, said Corporation, acknowledged that they signed, affixed the corporate seal of said Corporation to and delivered the above and foregoing instrument of writing on the day and date and for the purposes herein set forth, as the free act and deed of the said Corporation.

GIVEN under my hand and official seal of office on this 7 day of October, 1965.

Miss Dorothy N. Sheffield
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-14-68



I hereby certify the foregoing instrument was filed for record in my office on the 7 day of October 1965 at 1:30 o'clock P.M and that the same is now duly recorded in Deed Record No. 177 on page 517-518 of Record of Land Deeds in my office.
Given under my hand and Seal of office this 13 day of October 1965

J. H. Patton
Chancery Clerk