

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

PROTECTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS, that the protective covenants made this 1<sup>st</sup> day of May, A.D., 1965 by Wilshar, Inc., a Mississippi corporation domiciled and doing business on Mitchell Street in the City of Picayune, Pearl River County, Mississippi, for the purpose of restricting the development of the subdivision known as Lakewood Part I for the developer of single family detached dwellings, does hereby make said protective covenants as a part of said subdivision on the following described land, to-wit:

Lakewood Subdivision Phase I, City of Picayune, Mississippi

Lots 1 through 111.

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 stories in height and a private garage for not more than two cars.

Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost less than \$9,000.00 based upon core 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 be not less than 900 square feet for a one-story dwelling, not less than 1,500 square feet for a dwelling of more than one story.

Building Location. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.

No building shall be located nearer than 10 feet to an interior lot line, except that two feet side yard shall be permitted for a garage or other

permitted accessory building located 40 feet or more from the rear of the dwelling. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps,

NO BUILDING OR CONSTRUCTION OF ANY KIND OR SIZE, WHETHER  
TEMPORARY OR PERMANENT, SHALL BE CONDUCTED ON THE PROPERTY,  
BUT THAT A LOT OF RECORDS OR OTHERS MAY BE KEPT IN AN AREA NOT  
OVER 10,000 square feet.

**Residence.** Reserves for installation and maintenance of utilities and  
drainage facilities are reserved as above on the recorded plat.

Noxious or offensive activity shall be carried on upon my lot,  
nor shall anything be done thereon which may be or may become an annoyance  
or nuisance to the neighborhood.

**Temporary Structures.** No structure of a temporary character, trailer, bie-  
ment, tent, shack, garage, barn, or other outbuilding shall be used on any  
lot at any time as a residence either temporarily or permanently.

**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 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 the other provisions which shall  
remain in full force and effect.

WITNESS the signature of Wilshar, Incorporated, by and through its  
President and Secretary, on this, the 17th day of October, A.D., 1966.

WILSHAR, INCORPORATED

BY: ROGER P. SHARP, JR., President

*Roger P. Sharp*  
MRS. CRACK P. WILLIAMS, Secretary

STATE OF MISSISSIPPI  
COUNTY OF PEACH RIVER

Personally appeared before me the undersigned authority in and for the

aforesaid jurisdiction, the within named Roger P. Sharp, Jr., President and  
Mrs. Grace P. Williams, Secretary of Wilshar, Incorporated, a Mississippi  
Corporation, who acknowledged that they signed and delivered the above and  
foregoing as their act and deed and for the purposes therein named, on the  
day and date thereon mentioned.

GIVEN under my hand and seal this, the 17<sup>th</sup> day of ~~December~~, A. D. 1965.

*R. P. Sharp*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

*May 1, 1967*

State of Mississippi } I hereby certify the foregoing instrument was filed for record in my  
Peach River County office on the 21<sup>st</sup> day of May 1965 and at 10 o'clock A.M. and that  
the same is now duly recorded in Deed Record No. 325-322 of  
Record of Deeds Deeds in my office. 31<sup>st</sup> day of May 1965  
Given under my hand and Seal of office this 31<sup>st</sup> day of May 1965  
Given under my hand and Seal of office this 31<sup>st</sup> day of May 1965

Chancery Clerk

*Chancery Clerk*

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