

105/473
RESTRICTIVE COVENANTS

For Development of Single Family Detached Dwellings,
Section One Woodland Heights Subdivision, Picaeune, Mississippi

Whereas, the undersigned Mississippi Land Company, Inc., being the owner and Paulie Mills and wife Willie Douglas Mills, and George J. Ryan and wife Willie C. Ryan being lien holders of certain land and property lying and being situated in Pearl River County, Mississippi, known and designated as Section One Woodland Heights Subdivision, according to a map and plat which is on file and of record in the office of the Chancery Clerk, Pearl River County, Mississippi and more particularly described, to-wit:

From the point of beginning at the Wth corner, Section 2, T 6 S., R 17 W, thence Westerly a distance of 600.00 feet on a bearing of S 89 degrees 57 minutes 08 seconds West, thence Northerly a distance of 334.54 feet on a bearing of N 0 degrees 03 minutes 30 seconds West, thence Westerly a distance of 1620.00 feet on a bearing of N 89 degrees 28 minutes 15 seconds East, thence Northerly a distance of 77.50 feet on a bearing of N 0 degrees 31 minutes 45 seconds West, thence Easterly a distance of 720.00 feet on a bearing of N 39 degrees 28 minutes 15 seconds East, thence Southerly a distance of 437.04 feet on a bearing of S 0 degrees 08 seconds West, thence Westerly a distance of 342.89 feet on a bearing of N 89 degrees 52 minutes West, thence Southerly a distance of 565.00 feet on a bearing of S 0 degrees 08 seconds East, thence Northerly a distance of 545.00 feet on a bearing of N 71 degrees 30 minutes West, thence Southwesterly a distance of 352.00 feet on a bearing of S 76 degrees 00 minutes West, thence Southwesterly again a distance of 157.00 feet on a bearing of S 61 degrees West, thence Southerly a distance of 732.44 feet on a bearing of S 0 degrees, 03 minutes, 30 seconds West, thence Westerly a distance of 340.00 feet on a bearing of N 89 degrees, 56 minutes, 30 seconds West, thence Northerly a distance of 1289.20 feet on a bearing of N 0 degrees, 03 minutes, 30 seconds West, to the point of beginning, all in Sections 1, 2, and 12, Township 6 South, Range 17 West, Pearl River County, Mississippi

Whereas, the said owner and said lien holders 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 holders do hereby as of January 13, 1964 restrict the above described property and its use as follows:

1. LAND USE & BUILDING TYPE: No lot shall be used except for residential purposes, other than lot 88 ceded to the City of Picaeune for municipal 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 \$1,500.00 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, except that in Section I, on lots numbered 1 through 9 inclusive and 17 through 25 inclusive, the ground floor of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 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 Architectural Control Committee. With written approval of the Architectural Control Committee, a one-story attached garage may be located nearest to a street line where the natural elevation of the lot along the established minimum building 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 from the appearance and value of other dwellings. 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 which a public authority or utility company is responsible for.

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 out-building 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 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 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 feet 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 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight 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 tree 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, Picaune, Mississippi; Edgar C. Robinson, PO Box 85, Picaune, Mississippi; Edgar C. Ryan, PO Box 329, Picaune, Mississippi; and Willie C. Ryan, PO Box 329, Picaune, 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 herunto affixed, and in witness whereof, the individual lien holders have herunto affixed their hand, all on this 12 day of January, 1964.

MISSISSIPPI LAND COMPANY, INC.

BY W. L. Seal Its President

BY Edgar C. Ryan Its Treasurer

Attest:

Robert O. V. L.
Secretary, Mississippi Land Company, Inc.

Paul C. Ryan

George D. Ryan
Willie C. Ryan

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned legal authority in and for the jurisdiction aforesaid, the within named A. Garle Cooper and George J. Ryan who severally acknowledged to me that they are President and Treasurer, 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 the 17 day of January, 1964.


Notary Public

My commission expires: August 17, 1967

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned legal authority in and for the jurisdiction aforesaid, the within named Paulae Mills and wife Willie Douglas Mills and George J. Ryan and wife Willie C. Ryan, who severally acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day, in the year, and for the purposes therein mentioned.

Given under my hand and official seal on this the 17 day of January, 1964.


Notary Public

My commission expires: August 17, 1967

I hereby certify the foregoing instrument was filed for record in my office in the County of Pearl River, Mississippi, on the 17 day of January, 1964, at 11:25 o'clock A.M. and that the same is now duly recorded in Book No. 165 of said County, on page 413-7 of said Record of Deeds in my office.

Given under my hand and Seal of office this 3

day of January, 1964

Notary Public



1677 267

WHEREAS, the Mississippi Land Company, Incorporated did on January 17, 1964 execute restrictive covenants covering Woodland Heights Subdivision, Section One, the plat of said subdivision being recorded in Plat Book 3, at page 7 thereof of the records of plats in the office of the Chancery Clerk of Pearl River County, Mississippi.

WHEREAS, the undersigned, being the owners of all of the lots in said subdivision, desire to amend said restrictive covenants in the manner and for the purposes hereinafter set forth, now, therefore,

Know all men by these presents: That the protective covenants of Woodland Heights Subdivision, Section One, as recorded in Deed Book 165 at page 473 thereof in the records of deeds in Pearl River County, Mississippi, be and the same are hereby amended as to paragraph 3 thereof, "Building Location" in the following manner, to-wit:

"No building shall be located on Lots 53 and 55 of Woodland Heights Subdivision, Section One, 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 6 feet to an interior lot line, with the combined width of both side yards being not less than 13 feet, except that 2 ft. side yard shall be permitted for a garage or other permitted accessory building located 30 feet 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."

Except as herein amended, said restrictive covenants shall remain in full force and effect as originally written.

In witness hereof the said corporation has caused this document to be signed by its duly authorized officers and its corporate seal to be hereunto affixed this 9th day of March 1964.

Attest;



MISSISSIPPI LAND COMPANY, INCORPORATED

By Paul Locke President

By George J. Ryan Treasurer

Buddy S. Broadway
Buddy S. Broadway, Lot Owner

Reggie S. Broadway
Reggie S. Broadway, Lot Owner

386

167
268

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned legal authority in and for the jurisdiction aforesaid, Carle Cooper and George J. Ryan, who severally acknowledged to me that they are President and Treasurer, respectively of Mississippi Land Company, Incorporated, and that as such officers they did sign, cause the corporate seal to be affixed thereto and deliver the above and foregoing instrument of writing on the day, in the year and for the purposes therein mentioned, they having been first duly authorized so to do.

Given under my hand and official seal on this 9th day of March, 1964.

Notary Public

My commission expires:

August 1, 1966

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

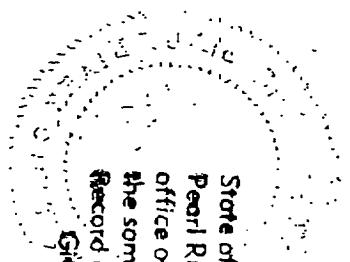
This day came and personally appeared before me, _____, a duly sworn and signed authority in and for the above and aforesaid jurisdiction, _____, who acknowledged to and before me that _____, who delivered the above and foregoing instrument on _____, 1964, and year therein mentioned, _____, and _____, given under my hand and official seal on this _____ day of March, 1964.

My commission expires:

Store of Mississippi
Pearl River County

Recorded in my office on this _____ day of _____, 1964, at _____, Mississippi. The same is now duly recorded in Pearl River County, Mississippi, Book _____, Page _____, and that _____ of _____, Mississippi, was filed for record in my office on this _____ day of _____, 1964.

Given under my hand and Seal of office this _____ day of _____, 1964.



Notary Public
