



**NOTE:**  
MINIMUM FINISH FLOOR ELEVATION OF ALL HOUSES TO BE 1' ABOVE TOP OF CURB.

SCALE: 1" = 100'

100 50 0 100 200

NORTH

Restrictive Covenants  
Supplemental Declaration of  
this instrument recorded in  
Book WT Page 297  
No. 293 This 28th day of Nov 1995  
W. E. Davis Clerk  
W. E. Davis

**FINAL PLAN**  
**BRENTWOOD FARMS**  
**SUBDIVISION**  
**PHASE 2**  
Area: 22.79 Ac.  
Lots: 72  
R2

DEVELOPED BY:  
REEVES WILLIAMS  
8727 Northwest Drive  
Southaven, Ms 38671  
PREPARED BY:  
ETI CORPORATION • ENGINEERING • LAND PLANNING • LANDSCAPE ARCHITECTURE

7999 GREAT OAKS ROAD, SUITE 100 • MEMPHIS, TENNESSEE 38138-2200 • (901)768-0400  
DATE: 6/3/94 ETI JOB #: 91049-22 SHEET 1 of 2

**Brentwood Farms  
Restrictive Covenants  
Lots 87 through 101**

- All lots in this subdivision shall be known as residential lots and no structure shall be erected on any one lot other than one single family residence and garage and not more than one detached storage building. No recreational vehicle, boat nor camping trailer shall be parked or stored on any lot unless it is in a garage.
- Building lines setbacks shall be left to the discretion of the building inspector and the interpretation of the zoning ordinance, but in no case shall the front setback be less than 35 feet.
- No obnoxious or offensive trade or activity shall be carried upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- Vegetable gardening shall be allowed only to the rear of the home. No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot, except dogs, cats and other household pets which may be kept provided they are not kept or bred for any commercial purposes. No commercial breeding is allowed.
- All dwellings shall contain a minimum of 1,500 square feet of finished livable heated living area. No buildings shall be more than two stories in height, but the floor space of the second story may be included in computing the minimum square footage of living area which is allowable so long as at least 900 square feet is on the first floor.
- No structure of a temporary character such as a trailer, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit.
- No fence may be erected on any portion of any lot between the front of the residence and the street, and between the side of the residence and the street on corner lots without prior written consent of the owners of the lots on both sides and of all the lots any portion of which is directly across the street and of the lot adjacent on the other side of the corner, and owners of all three other lots on the corner.
- The developer reserves to itself the right to impose additional and separate restrictions on any lot hereafter sold in this subdivision; said restrictions need not be uniform, and may differ as to different lots.
- No motor vehicle or any other vehicle, including a boat, motor, boat trailer, lawn mower, tractor or similar vehicle may be stored on any lot for the purposes of repair or sale, and no A-frame or motor mount may be placed on any lot. No disabled auto or any type vehicle may be stored on any lot. No repair of automobiles or any other vehicles or property, including those enumerated in any of the restrictions, shall take place on any lot where such repairs constitute or are done for a commercial purpose.
- 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 that time said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of lots has been recorded agreeing to change said covenants in whole or in part.
- If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants or restrictions herein before they expire, it shall be lawful for any other person or persons owning lots in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from doing so or to recover damages for such violations.
- Invalidation of any one of the covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
- Construction of any dwelling shall be completed within twelve (12) months from commencement of construction.
- No building shall be erected on any lot in the subdivision until the building plans, specifications and plot plan, showing the location of such building, have been approved in writing as to conformity and harmony with existing structures in the subdivision and as to location of the buildings with respect to topography and finished ground elevation by Reeves-Williams Inc., or by a duly appointed representative of said corporation. In the event that said corporation or its representatives fail to approve or disapprove such design and location within a period of thirty (30) days after said plans and specifications have been submitted to them, or if no litigation to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant shall be deemed fully complied with. Neither the members of the corporation nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
- No wire or chainlink fences will be allowed on any lot. Fence material will consist of wood, brick or stucco and shall not exceed six feet in height.
- The entire area between the residence and the street shall be solid sodded or landscaped with shrubbery beds and indicated as such on the plot plan.
- All pedestrian walks on the front of the residence shall be washed gravel. All driveways shall be washed gravel.
- All homes shall have an attached double garage with doors. No carports shall be permitted.
- All lots shall have a brick or stucco structure to house a standard mail box. Brick shall match that of the home on the lot.
- All exterior walls of homes shall be finished with at least 66% brick or stucco as approved by Reeves-Williams Inc.

**Engineer's Certificate**

It is hereby certified that this plat is true and correct and was prepared under my supervision.



by Robert Rehkopf, Sr.  
Robert Rehkopf, Sr.  
Mississippi Certificate No. 10653  
ETI Corporation

**Surveyor's Certificate**

I certify that I, or someone under my direct supervision, surveyed the land hereon shown property, and that it is correct to the best of my knowledge and belief.

by Ben W. Smith  
Ben W. Smith  
Mississippi Certificate No. 10653  
Smith Engineering & Surveying, Inc.  
928 Goodman Road  
Southaven, MS 38671

**Mortgagee's Certificate**

Summit Bank, mortgagee of the property hereon, hereby adopt this as our plan of subdivision and dedicate the right-of-way for the roads as shown on the plat of subdivision to the public use forever and reserve for the public utilities the utility easements as shown on the plat. I certify that I am the mortgagee in fee simple of the property and that no taxes have become due and payable. This is the 24th day of Feb., 1995.

Sr. Vice Pres [Signature]  
Title: Signature of Mortgagee

**Notary's Certificate**

STATE OF MS  
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said state and county, on this 24th day of Feb., 1995 within my jurisdiction, the within named George Williams, Jr. who acknowledged that he is Sr. Vice Pres. of Summit Bank, a MS corporation, and that for and on behalf of the said corporation, and as it's act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to act.

Shirley Ann Stevens  
Notary Public

1120 Ave  
My Commission expires:

**Owner's Certificate**

I, Jon Reeves, authorized representative of Reeves Williams Inc., owner of this property, hereby adopt this as my plan of subdivision and dedicate the right-of-way for the roads as shown on the plat of the subdivision to the public use forever and reserve for the public utilities the utility easements as shown on the plat. I do hereby certify that Reeves Williams Inc., is the owner in fee simple of the property and that said property is not encumbered by any taxes that have become due and payable, this 24 day of February, 1995.

[Signature]  
Title: President  
Reeves Williams

STATE OF Miss  
COUNTY OF Desoto

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, the within named Jon Reeves, who acknowledged as President, for and on behalf of Reeves Williams Inc., he signed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 24th day of February, 1995.

Melina Riley  
NOTARY PUBLIC

My Commission expires:  
5-21-95

Approved by the Southaven Planning Commission this the 25th day of April, 1994.

ATTEST:  
John D. Sanders Secretary  
Jeff D. Bellwell Chairman

Approved by the Mayor and Board of Alderman of Southaven, Mississippi, this 7th day of May, 1994.

ATTEST: (SEAL)  
Marlene Spink City Clerk  
J. Carter Mayor

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

I hereby certify that the subdivision plat shown hereon was filed for record in my office at 1:33 o'clock P.M., on the 3rd day of March, 1995, and was immediately entered upon the proper indexes and duly recorded in Plat Book 49 on Page 16.

W. E. Davis Chancery Clerk  
Chancery Court Clerk

**FINAL PLAN**

**BRENTWOOD FARMS**  
**SUBDIVISION**  
**PHASE 2**

Area 72 Lots 72  
PHASE 2 - 22.79 Ac.

R 2

DEVELOPED BY:  
REEVES WILLIAMS  
8727 Northwest Drive  
Southaven, Ms 38671

PREPARED BY:  
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