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STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

**DECLARATION OF PROTECTIVE COVENANTS FOR
BRENTWOOD ESTATES SUBDIVISION**

THIS DECLARATION made, executed and delivered upon the date hereinafter set forth by Brentwood Estates, Inc., a Mississippi Corporation, the owner of the following described real property being identified and designated on Exhibit "A" attached hereto.

PURPOSE

The purpose of these restrictions is to insure the use of the property for attractive residential purpose only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

DECLARATION

We, the undersigned fee owners of the hereinabove described real property, hereby make the following declarations as to limitations, restrictions, and uses to which the land and/or parcels thereof may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, and shall be binding on all parties and all persons claiming any right, title, or interest in said land, and all persons claiming under them, to-wit:

1. All lots shall be used for single family residential purposes. Provided, however, developer and his agents shall have the right to use a lot as a temporary sales office for marketing and development purposes until all phases of this development are completed and sold.
2. No lot shall be divided into smaller parcels except to provide a larger building site. The minimum size for any lot on which a dwelling may be constructed shall be one (1) acre.
3. No residence may be built or placed on less than one lot and only one residence may be built or placed on one lot.
4. The initial Architectural Review Committee shall consist of David M. Allison, Ricky Boudoin or his appointee, and Damon Skipper. The initial committee shall be appointed with one, two, and three year terms respectively. Each appointee shall serve until replaced by a person elected by the lot owners of record. The first election of members to the Architectural Review Committee shall be held one (1) year from the date of the sale of the



- last lot, or July 1, 2000, whichever occurs first. A person, to be elected to the Architectural Review Committee, must be a lot owner or record. The ownership of each lot shall have one (1) vote but there shall be only one (1) vote per lot. This committee may enforce these covenants and take action against anyone who is in violation of any covenant. Any judgments rendered against any property owner for violation of these covenants as well as attorney fees or other necessary expenses incurred for enforcement of these covenants shall constitute a lien against the property in question.
5. No building or improvement of any type shall be erected, placed or altered on any building lot in this development until the building plans, specifications, and plot plan showing the location of such building or improvement have been approved in writing by the Architectural Review Committee and a building permit has been issued if required by law.
 6. The Architectural Review Committee shall monitor all construction to see that these Covenants, Conditions, and Restrictions are complied with, however, this committee is not accountable or liable for the technical design structural integrity of any foundation, wall, roof or any component of any house or other improvement, whether, caused by defective material or defective workmanship.
 7. All residences constructed on any lot shall be fully finished dwellings of generally accepted building material and constructed according to conventional methods of construction, using conventional materials and must be completed within six (6) months from the date construction is commenced.
 8. Such dwelling shall be constructed with at least 1,700 square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches. Each dwelling shall have a two car garage providing for side entry unless such side entry is waived by Architectural Review Committee, and the roof will be a three dimensional architectural shingle roof.
 9. No structures of a temporary character, (including but not limited to a recreational vehicle, trailer, mobile home, basement, tent, shack, garage, barn or other out building), shall be used on any lot, at any time as either a temporary or permanent residence. The use, parking or storage of a house trailer or mobile home on any lot, for any reason whatsoever, is expressly prohibited.
 10. Any separate structure such as equipment sheds, animal shelters, greenhouses, out buildings, or storage buildings must be placed to the rear of the dwelling. Such structures shall not be constructed or used until the dwelling on the lot is completed.
 11. No dwelling or accessory structures, erected or to be erected, shall be used directly or indirectly for trade or business. Commercial or industrial use of any part of this property is prohibited.



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12. No structure shall be constructed or placed nearer than fifty (50) feet from the front boundary line and twenty-five (25) feet from the side and rear boundary lines except lots in cul-de-sacs shall have a 30 foot front line setback instead of 50 feet. This restriction shall not apply to driveways, mailboxes or fences.
13. Individual sewage disposal systems (septic tanks) shall be installed in accordance with the Mississippi State Board of Health regulations.
14. No noxious, immoral, illegal or offensive activity shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the public.
15. Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and sightly appearance within Brentwood Estates. Developer and the Architectural Review Committee, each, reserves and shall have the right to cut the grass for which the lot owner shall pay the Architectural Review Committee not less than \$100.00 for each cutting of their lot up to twelve (12) cuttings per year. The lot owner agrees to pay for the grass cutting within ten (10) days of receipt of statement rendered by the Architectural Review Committee and agrees that any unpaid charges together with all the attorney fees and reasonable cost of collection will constitute a lien against their lot until paid.
16. No trees may be cut or removed except for building sites and other improvements without the prior written approval of the Architectural Review Committee which may impose reasonable conditions or restrictions for tree removal. No tree shall be painted or white washed.
17. All garbage, trash or other waste of any kind shall be kept in sanitary containers. All equipment used for this storage or disposal of such material shall be kept in a clean and sanitary conditions.
18. No lot shall be used for the storage of or maintained as a dumping ground for rubbish or junk. The accumulation of rubbish or junk on any lot, for any reason whatsoever, is expressly prohibited. Rubbish and junk are herein defined as, but not limited to abandoned or dilapidated automobiles, trucks, tractors, and other such vehicles and parts thereof, scrap building material, scrap equipment, old washing machines, dryer tanks, cans, barrels, boxes, drums, piping, tin, bottles, glass, old iron, machinery, rugs, paper, beds or bedding and old tires.
19. No large animals, livestock, goats, swine, or poultry shall be bred, kept or raised on any lot except that dogs, cats or other household pets may be kept, provided that they are not bred, kept or raised for any commercial purpose, but rather for the personal enjoyment of the lot owner or family residing thereon. All animals which are permitted under this clause, shall be kept under adequate fence and sanitary conditions so that they will not cause any damage, nuisance or inconvenience to the neighbors.



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20. The discharge of firearms within Brentwood Estates is expressly prohibited.
21. Only the following signs may be displayed to the public view on any lot during the construction or sale period of a dwelling:
 - 1.) Owner's sign,
 - 2.) Realtor's "For Sale" sign,
 - 3.) General Contractor's sign,
 - 4.) Lender's sign.

These signs must be professionally made and shall not be larger than three feet square.

22. All contractors must keep all lots free from trash and debris and must maintain a portable outdoor toilet on the lot during the construction period. The contractor and lot owner shall be jointly and severally liable for adherence to this covenant.
23. In the event a dwelling or appurtenant structure is damaged or destroyed by fire or act of God, owner shall repair, replace or completely remove the damage or destroyed dwelling or structure within nine (9) months from the date of occurrence.
24. Developer reserves unto itself, its successors and assigns an easement or right of way ten (10) feet in width along the rear and street boundary lines and seven and one half (7½) feet in width along the side boundary lines of all lots for the purpose of installation and maintenance of utilities and for drainage. Additionally, easements reserved on the recorded plat shall be reserved for installation and maintenance of utilities, dams, fire protection, beautification and drainage. This reservation of such utilities as and when any public or private utility company may desire to serve paid lots with no obligation on the part of the developer to supply such services.
25. Duration: These covenants shall remain in full force and effect for twenty-five (25) years from the date hereof and shall be automatically extended for successive periods of ten (10) years thereafter unless, prior to any renewal date an instrument signed by not less than 2/3 of the lot owners is filed for record in the office of the Chancery Clerk of Pearl River County, Mississippi, altering, amending or terminating these covenants, conditions, and restrictions.