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FORREST COUNTY, MS

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INDEXING INSTRUCTIONS:

Mineral Creek Landing, Phase I – 2nd Addition

Lots 6A-9A; Lots 14A-16A; Lots 18B-20B; Lots 1C-7C, Mineral Creek Landing, Phase I – 2nd Addition, Forrest County, Mississippi

Mineral Creek Landing, Phase I – 3rd Addition

Lots 17A-24A; Lots 21B-23B; Lots 25A-28A, Mineral Creek Landing, Phase I – 3rd Addition, Forrest County, Mississippi

Mineral Creek Landing, Phase I – 4th Addition

Lots 24B-46B, Mineral Creek Landing, Phase I – 4th Addition, Forrest County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF FORREST

**AMENDED AND RESTATED BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS OF
MINERAL CREEK LANDING**

Grantor(s): MINERAL CREEK LANDING, LLC
17 E. Reservoir Road
Columbia, MS 39439
601-441-2368

Grantee(s): THE PUBLIC

**AMENDED AND RESTATED BUILDING RESTRICTIONS AND PROTECTIVE
COVENANTS OF MINERAL CREEK LANDING**

WHEREAS, CRY Towers, LLC, a Mississippi limited liability company doing business as Mineral Creek Landing, as Owner and Developer, filed of record the original Building Restrictions and Protective Covenants of Mineral Creek Landing, Phase I in the office of the Chancery Clerk of Forrest County, Mississippi on October 1, 2008 in Land Deed Book 1048 at Page 130 (hereinafter sometimes referred to as the "Original Covenants");

WHEREAS, the Developer reserved the right to amend the Original Covenants of Mineral Creek Landing, Phase I as contemplated in Section 24 thereof, which would include the ability to annex additional lands;

WHEREAS, a supplemental declaration was filed in the office of the Chancery Clerk of Forrest County, Mississippi on May 5, 2010 in Land Deed Book 1081 at Page 398, annexing or adding Phase I – 1st Addition to the Declaration (hereinafter sometimes referred to as the "Supplemental Declaration");

WHEREAS, the Developer of Mineral Creek Landing subdivision filed of record subdivision plats for Mineral Creek Landing, Phase I – 2nd Addition, Mineral Creek Landing, Phase I – 3rd Addition, and Mineral Creek Landing, Phase I – 4th Addition, which included additional Lots for Phase I that are more particularly described as follows:

Mineral Creek Landing, Phase I – 2nd Addition

Lots 6A-9A; Lots 14A-16A; Lots 18B-20B; Lots 1C-7C, Mineral Creek Landing, Phase I – 2nd Addition, Forrest County, Mississippi

Mineral Creek Landing, Phase I – 3rd Addition

Lots 17A-24A; Lots 21B-23B; Lots 25A-28A, Mineral Creek Landing, Phase I – 3rd Addition, Forrest County, Mississippi

Mineral Creek Landing, Phase I – 4th Addition

Lots 24B-46B, Mineral Creek Landing, Phase I – 4th Addition, Forrest County, Mississippi

WHEREAS, the undersigned Developer and Owners of each individual Lot described above desire to amend the Original Covenants and make the above-described additional lands constituting Mineral Creek Landing, Phase I – 2nd Addition, Mineral Creek Landing Phase I – 3rd Addition and Mineral Creek Landing Phase I – 4th Addition subject to these Amended and Restated Building Restrictions and Protective Covenants;

WHEREAS, the undersigned Owners of the Lots within Mineral Creek Landing, Phase I – 2nd Addition, Mineral Creek Landing, Phase I – 3rd Addition and Mineral Creek Landing Phase I – 4th Addition together with Developer constitute all of the Owners of the Lots contained and described therein, and such Owners and the Developer desire to subject all of the lands described in the plats for Mineral Creek Landing, Phase I, Mineral Creek Landing, Phase I – 1st Addition,

Mineral Creek Landing, Phase I – 2nd Addition, Mineral Creek Landing, Phase I – 3rd Addition, and Mineral Creek Landing, Phase I – 4th Addition, which are more particularly described in Exhibit “A” to the covenants, conditions, easements, charges, and liens set forth in these Amended and Restated Building Restrictions and Protective Covenants;

NOW, THEREFORE, in consideration of the advantages that accrue through such amendments to the Original Covenants, the undersigned Developer and Owners do hereby adopt and consent to the amendment and restatement of the Original Covenants and declare that the property comprising Mineral Creek Landing Phase I, Mineral Creek Landing Phase I – 1st Addition, Mineral Creek Landing Phase I – 2nd Addition, Mineral Creek Landing Phase I – 3rd Addition and Mineral Creek Landing, Phase I – 4th Addition shall be held, sold, and conveyed subject to the following Amended and Restated Building Restrictions and Protective Covenants for Mineral Creek Landing:

1. Definitions. The following words when used in this Amended and Restated Building Restrictions and Protective Covenants for Mineral Creek Landing or any supplemental declaration or amendment shall have the following meanings:

- a. Association. “Association” or “Homeowners Association” shall mean and refer to the Mineral Creek Landing Homeowners Association, Inc., a Mississippi non-profit, non-share corporation.
- b. Common Areas. “Common Areas” shall mean all real property (including the improvements thereon) designated for the common use and enjoyment of the Owners.
- c. Covenants. “Covenants” shall mean this instrument as it is from time to time amended;
- d. Developer. “Developer” means CRY Towers, LLC, a Mississippi limited liability company, doing business as Mineral Creek Landing, its successors and assigns.
- e. Lot. “Lot” shall mean and refer to any plot or tract of land shown upon the recorded subdivision map or plat of Mineral Creek Landing Phase I, Phase I – 1st Addition, Phase I – 2nd Addition, Phase I – 3rd Addition and Phase I – 4th Addition, and any recorded subdivision map or plat for Mineral Creek Landing hereafter annexed hereto by the Developer exclusive of the Common Area(s), which is designated as a Lot by number, letter, or by combination thereof on said plats.
- f. Owner. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee or undivided fee interest in any Lot which is part of the Property, including contract sellers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation.

g. Property. "Property" shall mean and refer to all existing properties described in the Original Covenants and Supplemental Declaration and the additions made thereto, which are described in Exhibit "A".

2. Use Restrictions. The Property shall be subject to the following use restrictions:

a. Square Footage and Occupancy. The Property shall be used for single-family residences only which shall contain no less than One Thousand (1,000) square feet of heated and cooled area on the ground level. Two (2) story homes shall contain no less than One Thousand (1,000) square feet of heated and cooled area on the bottom level and no less than a total of One Thousand Five Hundred (1,500) square feet with the square footage on the second level not exceeding that on the bottom level. There shall be no commercial activity of any type allowed in the development. The number of occupants shall be reasonable and commensurate with the available square footage of living space in the residence.

b. Building Setback Lines. No residence, except zero lot line units approved by Developers in their discretion, shall be constructed less than seven and one-half (7-1/2) feet from side lot lines; no less than twenty-five (25) feet nor more than thirty (30) feet from the front lot line; and no less than ten (10) feet from the rear or back lot line. The cottage area setbacks shall be seven and one-half (7-1/2) feet from the side and back lot lines and fifteen (15) feet from the front lot line, but the Developer reserves the right to establish other building restrictions for the cottage area of the development. No Lot can be split, and two (2) residential homes cannot be placed on one Lot.

c. Plans and Specifications. Plans and specifications for residences to be located on any individual Lot shall be submitted to Developer for approval before construction begins. Exterior colors of residential units must be approved by the Developer. Units must be constructed by or under the supervision of licensed and insured contractors.

d. Fences. After the Developer has conveyed a Lot to an Owner other than Developer, the Owner may install common property line privacy fences which shall not extend beyond the mid-point of the residential unit erected on the property. Owners shall be responsible for maintenance of fences installed on their Lot. No chain link fences will be allowed. The fence shall be a six (6) foot wooden privacy fence consistent with fences currently constructed in the subdivision. No privacy fences are permitted along the lake unless approved by Developer as long as it owns Lots in any phase or addition of Mineral Creek Landing and approved by the Board of Directors for the Homeowners Association.

e. Lease of Homes. Homes may not be rented for a term less than six (6) months, and a written lease agreement must provide that the tenants are advised of these Covenants. The homeowner shall remain fully responsible for the property.

f. Parking. No automobiles, boats, recreational vehicles, trailers, or other vehicles shall be parked on the streets or yards of any residential unit. All automobiles owned or used by Owners or occupants, other than temporary guests or visitors, shall, as far as possible, be parked in enclosures which screen the automobile from street view. There shall be no 18-wheelers

parked on the streets or yard of any residential unit at any time. The Homeowners Association shall have the right, but not the obligation, to designate common areas for the parking of recreational vehicles, boats, and trailers. Reasonable fees established by the Developer and/or the Homeowners Association shall apply to all Common Area parking, and fees shall be paid to the Homeowners Association. No automobile repairs shall be performed outside of any residential unit's garage. Handicap parking areas shall be observed.

g. Recreational Areas and Walking Trails. Recreational areas and walking trails are for the benefit of the residential units and authorized guests, and there shall be no motorized vehicles on walking trails and no water skiing or gas-powered motors on the lake, which will contain less than five (5) acres. The use of trotlines is strictly forbidden. These are areas which are Common Areas and shall be maintained initially by the Developers. Thereafter, the Homeowners Association shall be responsible for maintenance. The Homeowners Association must accept the lake at such time when the Developers convey the lake to the Homeowners Association. It may adopt other rules and regulations for use of Common Areas and shall furnish copies of the rules and regulations and any amendments thereto to all homeowners.

h. Signs. No commercial or political signs other than signs for real estate agents listing property in the subdivision and signs advertising events, meetings, etc. of the Homeowners Association may be placed on the property.

i. Trash and Garbage. Trash and garbage containers shall be of standard size and quality and shall be kept out of sight except for designated garbage and trash collection days. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property.

j. Pets. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred, kept, staked or pastured on the Common Area(s) or any Lot, except dogs, cats, birds or other household pets which shall be kept and maintained provided they are not kept, bred or maintained for any commercial purpose and provided that they do not become a nuisance. Pets must be kept under control within clean, secure areas and walked under leash. No dogs or other pets shall be permitted to have excretions on any Common Areas, except for areas designated by the Association for such purposes, if any, and Owners shall be responsible for clean-up of any such excretions. No hunting or discharge of firearms shall be permitted in the subdivision. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors.

k. Maintenance. Owners shall maintain the interior and exterior of homes in good condition. Initial landscaping shall be subject to approval by the Developers or the Homeowners Association, and any change in landscaping must be approved in advance. It shall be the responsibility of each property Owner and tenants thereof to prevent the development of unclean, unsightly or unkempt conditions. Failure of Owners to maintain their properties after thirty (30) days written notice to do so shall constitute a violation of these Covenants, and the Developers or the Homeowners Association may have the maintenance and/or repair work completed and collect the expense thereof as an assessment from the Lot Owner. The cost incurred shall

constitute a lien against the Owner's property which may be recorded on the public records, but shall be subordinate to first Deeds of Trust on the property.

l. Decorations. All exterior decorations shall be in good taste, reasonable, and attractive and shall be removed in a reasonable time if related to a specific holiday event.

m. Temporary Buildings and Additional Structures. Placement of temporary buildings or additional structures on the property shall be subject to the prior approval of the Developers or the Homeowners Association and must be compatible with the residence.

n. Antennas and Satellite Dishes. Any television, satellite dishes, or other receiving or transmitting antennas must be concealed from view and must be of a type approved by the Federal Communications Commission. All television, satellite dishes, or other receiving or transmitting antennas shall be mounted in the back yard and shall not be mounted on the roof of any dwelling.

o. Yard Sales. Any yard sales conducted in the subdivision must have the permit, if required, of any governmental body.

p. Water Wells and Septic Tanks. No water wells or septic tanks may be placed on any property within the subdivision.

q. Air Conditioning Units. All air conditioning and heating units shall be central. No window units or reflective materials shall be placed on any windows.

r. Driveway and Sidewalk Surfaces. Driveway and sidewalk surfaces shall be of a material and color approved by the Developer while Developer still owns any Lot in any phase or addition of Mineral Creek Landing, or the Homeowners Association after such time.

s. Mailboxes. Only standard mailboxes approved by Developer or the Homeowners Association shall be used and must be installed in compliance with postal regulations.

3. Homeowners Association.

a) Organization/Name. The Homeowners Association shall be organized as a Mississippi limited liability company or other corporate entity known as "Mineral Creek Landing Homeowners Association."

b) Membership. All Owners of Lots or homes shall automatically become Members of the Homeowners Association simultaneously with acquisition of title. The Members of the Homeowners Association shall be and consist of each and all of the following, to wit:

1. Every person who is, or hereafter becomes, an Owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation or payment of a debt.

2. The Association shall have two (2) classes of voting membership:
 - i. CLASS A. Class A Member(s) shall be all Members with the exception of the Developer.
 - ii. CLASS B. Class B Member(s) shall be the Developer.
- c) Membership Appurtenant to Real Property. In every case, the membership of both Class A and Class B Members shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.
- d) Voting Rights.
 1. Each Member, regardless of membership class, shall have one (1) vote in election of each Director of the Homeowners Association.
 2. For all other purposes, the voting rights of the Members shall be by class of membership, and shall be as follows, to wit:
 - i. CLASS A MEMBERS. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine; but in no event shall more than one vote be cast with respect to any such Lot.
 - ii. CLASS B MEMBERS. Class B Members shall be entitled to three (3) votes for each Lot owned.
- e) Other Voting Provisions. If the fee title to a particular Lot is owned of record by more than one person or entity, then the vote appurtenant to such Lot may be exercised by any one (1) of the fee Owners thereof, unless the other Owner or Owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said Lot shall not be counted.
- f) Common Area(s); Management & Control. The Homeowners Association shall have responsibility for management and control of the Common Areas, provided, however, as long as Developer or an affiliate of Developer owns a Lot in any phase or addition of Mineral Creek Landing, any decision of the Homeowners Association is subject to approval of the Developer.
- g) Homeowners Association Bylaws. Any bylaws controlling the operation of the Homeowners Association shall be furnished to each Owner upon request.

3. Covenants for Assessments.

- a) Annual Assessments. Owners shall be responsible for and pay monthly dues for maintenance and operation of the Common Areas and the Association beginning with acquisition of title. The initial Annual Homeowners Association dues shall be Three Hundred & 00/100 Dollars (\$300.00), or Twenty-Five & 00/100 (\$25.00) per month. The Association has the discretion to prorate the initial Annual Assessment at their discretion based on when they give notice to the Owners and annual assessments shall be due on January 1st of each year thereafter. The Developer or affiliates of Developer shall not be responsible for payment of any annual Homeowners Association dues for Lots owned by Developer or an affiliate of Developer. The Annual Assessment may be increased each successive year by ten percent (10%) by a majority vote of the Board of Directors of the Association. To increase the Annual Assessment by more than ten percent (10%), there must be a vote of two-thirds (2/3rds) of the Members at a meeting duly called for this purpose.
- b) Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Developer or an affiliate of Developer shall not be responsible for the payment of any special assessments on Lots owned by Developer or an affiliate of Developer.
- c) Effect of Non-Payment of Assessment. If any assessment or any part thereof is not paid on the date(s) when due, the unpaid amount of such assessment shall bear interest at the rate of eighteen percent (18%) per annum and the owner shall also be responsible for the costs of collection of said amount, including reasonable attorney's fees and costs of court. Such unpaid amounts, interest, costs of collection and attorney's fees shall become a continuing lien on the Lot of the non-paying Owner, which lien shall be binding upon such Lot and the Owner thereof, his heirs, executors, devisees, personal representatives and assigns, and which lien shall be subordinate to first Deeds of Trust. The Homeowners Association shall have the right to reject partial payment of an assessment and demand the full payment thereof. The obligation of the then-existing Owner to pay each assessment, however, shall also remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his Lot.

5. Owners' Easement Of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, acting by and through its Board of Directors, to levy reasonable admission and other fees for the use of any community facilities, if constructed by the Homeowners Association, situated upon the property by the Members and their families, tenants and guests; provided, however, that any such fees shall be charged on a uniform basis for each Member; and

(b) the right of the Association to suspend any Member's voting rights and any Member's right to use the Common Areas and community facilities (except rights to use streets, roadways and parking areas, which latter rights shall not be subject to suspension for any reason) for any period during which any assessment remains unpaid and for any period not exceeding sixty (60) days for any infraction of any of the published rules and regulations of the Association; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless two-thirds (2/3rds) of each class of then Members of the Association consent to such dedication, transfer, purpose and conditions, at a special meeting of the Members duly called for such purpose or an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of Members has been recorded, and

(d) The right of the Association, in accordance with its Charter of Incorporation and By-laws, to borrow money for the purpose of improving the Common Areas and community facilities in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage any Common Areas and community facilities, provided, however, that no such borrowing shall be done and no mortgage shall be executed unless and until same has been approved by the vote of at least two-thirds (2/3rds) of each Class; and

(e) the right of the Association to take such steps as are reasonably necessary to protect the Property of the Association against mortgage default and foreclosure; provided, however, that any such steps are in conformity with the other provisions of these Covenants; and

(f) the right of the Association to adopt reasonable rates respecting use of the Common Areas and community facilities to reasonably limit the number of guest of members who may use any facilities on the Property; and

(g) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Developers or any other person, provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the number to the use and enjoyment of the Common Areas and community facilities; and

(h) the right of the Association, acting by and through its Board of Directors, to open the Common Areas and community facilities, or any portions thereof, to a wider group of persons, all for such purposes and on such bases as the Board of Directors may from time to time consider appropriate; and

(i) the rights of the Owners of Lots to perpetual easements over and upon any of the Common Areas and community facilities for such portions of their dwellings that may overhang or otherwise encroach upon any of the Common Areas or community facilities, for support, for the purpose of necessary repairs and maintenance, for maintenance and reasonable appurtenances to the dwellings, and for reasonable ingress and egress to and from any dwelling through and over the Common Areas and community facilities; and

(j) the right of each Member to use the streets, roadways, and vehicular parking areas situated upon Common Areas and community facilities; provided, however, that each Member shall comply in all respects with all supplementary rules and regulations which are not inconsistent with the provisions of these Covenants and which the Board of Directors of the Association may from time to time adopt and promulgate with respect to parking and traffic control upon the Common Areas and community facilities; and

(k) the right to dedicate or grant to Forrest County or such other governmental authority having jurisdiction over the Property, the streets and right-of-ways as shown on the recorded plat of Mineral Creek Landing and all phases and/or additions thereto as annexed pursuant to the provisions of these Covenants. In the event that said streets and right-of-ways have not been dedicated to Forrest County or the governmental authority having jurisdiction over the Property the Association shall have the right to dedicate said streets and right-of-ways to such governmental authority at such time that such authority will accept the dedication thereof and agree to maintain the streets and right-of-way as public streets.

Notwithstanding anything in these Covenants to the contrary, the Association shall have no authority to suspend, either temporarily or permanently, any of the rights specified in subparagraphs (i) and (j) above for any reason whatsoever. Any Owner in good standing may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family who reside permanently with him, his tenants, or contract purchaser; who reside on the Property and guests, all subject to such reasonable rules and regulations as the Board of Directors of the Association may adopt and uniformly apply and enforce.

6. Easements.

Utility Easements are reserved as follows:

(a) Easements for Installation, maintenance, repair and removal of utilities and drainage facilities and floodway easements over, under and across the Property are reserved by Developer for itself, its successors and assigns, the Association and each Owner. Full rights or ingress and egress shall be had by Developer and its successors and assigns

and the Association at all times over the Common Area or any Lot on which an easement has been reserved or granted for the Installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility;

(b) The Association acting by and through its Board of Directors or Developer may hereafter grant easements for utility purposes for the benefit of the Property or for the benefit of individual lots. Including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone and computer type equipment, electrical conduits and wires over, under, along or on any portion of the Property and the ownership of any Lot shall be subject to such easements;

(c) Notwithstanding anything herein expressly or implied to the contrary, these Covenants shall be subject to all easements heretofore or hereafter granted by the Developer for the installation and maintenance of utilities, sewers, drainage and similar facilities that are necessary or appropriate for the development of the Property; and

(d) The above reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility Installment maintain reasonable standards of health, safety and appearance.

In addition, full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

7. Developer's Rights and Reservations. No provisions in the bylaws of the Homeowners Association or these Covenants shall limit, and neither Owners nor the Homeowners Association shall do anything to interfere with, the right of Developer to subdivide or re-subdivide any portions of the Property, or to complete improvements or refurbishments (if any) to and on the Common Area(s) or any portion of the Property owned solely or particularly by Developer or to alter the foregoing or the construction plans and designs, or to construct such additional improvements or add future additions and/or phases in the course of development of Mineral Creek Landing Subdivision pursuant to these Covenants as Developer deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of its business for completing the work and disposing of the Lots by sale, lease or otherwise. Each Owner by accepting a deed to a Lot hereby acknowledges that the activities of Developer may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and each Owner hereby consents to such inconvenience or nuisance. These Covenants shall not limit the right of Developer at any time prior to acquisition of title to a Lot by a purchaser from Developer to establish on that Lot,

common areas, additional licenses, easements, reservations and rights of way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. The Developer need not seek or obtain approval by the Board of Directors of the Homeowners Association for any improvement constructed or placed by Developer on any portion of the Property. The rights of Developer under these Covenants may be assigned by Developer to any successor, and any interest or portion of Developer's interest in any portion of the Property by a recorded, written assignment ("Successor Developer"). Notwithstanding any other provision of these Covenants, the prior written approval of Developer will be required before any amendment to this Article shall be effective while Developer owns a Lot in any phase or addition to Mineral Creek Landing. Developer shall be entitled to the non-exclusive use of the Common Area(s) without further cost of access, ingress, egress, use or enjoyment, in order to show the Property to its prospective purchasers or lessees and dispose of the Property as provided herein. Developer, his assigns and tenants shall also be entitled to the non-exclusive use of any portion of the Common Area(s), which comprises drives or walkways for the purpose of ingress and egress and accompanying vehicle and pedestrian traffic to and from the Property. Developer may dedicate or grant to Forrest County or such other governmental entity having jurisdiction over the Property, the streets and rights-of-ways shown on the recorded plat of Mineral Creek Landing and all phases and/or additions thereto as annexed pursuant to the provisions of these Covenants. Each Owner hereby grants, by acceptance of the deed to a Lot, an irrevocable, special power of attorney to Developer to execute and record all documents and maps necessary to allow Developer to exercise his rights under this Article. This Article shall be applicable for so long as the Developer owns any portion of the Property.

8. Enforcement. If the Owner of any home or Lot in the subdivision should violate or attempt to violate these Covenants, such violation shall not result in any reversion or forfeiture of title. The Owners of any other Lots may institute any appropriate proceeding at law or in equity to enjoin such violation or to seek damages. Failure of other Owners to enforce any provision hereof shall not constitute a waiver of the right to do so at a later date.

9. Validity. If any provision hereof should be held invalid by any court of competent jurisdiction, such decision shall not affect the validity and effectiveness of the remaining provisions.

10. Duration. These Covenants shall run with and bind the Property subject to these Covenants and shall inure to the benefit of and be enforceable by the Owner(s) of any Lot subject to these Covenants, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date these Covenants are recorded in the office of the Chancery Clerk of Forrest County, Mississippi, after which time said Covenants shall be automatically extended for the successive periods of ten (10) years, unless an instrument signed by a majority of the Owners has been recorded in the office of the Chancery Clerk of Forrest County, Mississippi agreeing to abolish the said Covenants in whole or a substantial portion thereof.

11. Amendment. The Developer reserves the right unilaterally to amend these Covenants, and to do so at such time, and upon such conditions, in such form and for such form

and for such purposes as it, in its sole discretion, shall deem appropriate by preparing and recording an amendment hereto; provided, however, that this right of unilateral amendment shall expire after all adjacent lands owned by Developer have been sold to Owners other than the Developer or conveyed to the Association, after which time these covenants may be amended only in the manner as provided in Section 12 below.

12. Amendment by the Association. After expiration of the right of the Developer to unilaterally amend these covenants as provided in Section 11 above, amendments to these Covenants may be proposed by either the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by an affirmative vote of not less than a majority of the votes entitled to be cast by all Members, regardless of class, as provided in the Association's bylaws, whether meeting as Members pursuant to the bylaws or by instrument in writing signed by them. Upon any amendments to these Covenants being proposed by the said Board of Directors or Members, such proposed amendment or amendments shall valid and enforceable if voted for and signed by Seventy-Five percent (75%) of the votes entitled to be cast by all Members, regardless of class, as provided in the Association's bylaws.

[SIGNATURES ON FOLLOWING PAGES]

MINERAL CREEK LANDING, LLC, Developer
A Mississippi Limited Liability Company


By: 

Brian Hasselvander, Member/Manager

Date: 6/7/19

STATE OF MISSISSIPPI
COUNTY OF Lamar

PERSONALLY appeared before me the undersigned authority in and for said county and state, the within named BRIAN HASSELVANDER, Member/Manager of Mineral Creek Landing, LLC, a Mississippi Limited Liability Company who acknowledged that he signed, executed, and delivered the above and foregoing instrument on the date therein mentioned, for and on behalf of and as the act and deed of said limited liability company, they being first duly authorized so to do.


Notary Public

My Commission Expires:

Mineral Creek Development, LLC
A Mississippi Limited Liability Company

BY: 

Brian Hasselvander, Member