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State of Mississippi
County of Rankin

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
NORTHSHORE LANDING PHASE I**

INDEXING INSTRUCTIONS:

Lots 1-16, Northshore Landing Phase I
Rankin County, Mississippi

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
NORTHSHORE LANDING PHASE I**

THIS DECLARATION is made this _____ day of _____, 2019, by Northshore, LLC, a Mississippi Limited Liability Company, which shall be deemed to be the “Developer” or “Declarant” as the word is used hereafter.

WHEREAS, the Developer intends to construct, or have constructed streets or roads on part of the property described in **Exhibit “A”** and warrant that they will construct, or have constructed all streets and roads to Rankin County, Mississippi specifications and will proceed with construction of said streets as specified by said County and as weather permits; and

WHEREAS, the Developer wishes to establish standards making Northshore Landing Phase I (hereinafter “Northshore Landing”) a desirable place for property ownership; and

WHEREAS, the Developer desires that each time said properties are sold or leased that all improvements erected thereon, whether by Developer or any other owner, shall comply with the protective covenants contained herein and any other covenants which might be imposed in the future in accordance with the terms hereof, on any portion of the properties covered herein and any properties which might later be included through expansion as hereinafter provided; and

WHEREAS, the purpose of these covenants and restrictions is to enhance the charm and beauty of Northshore Landing and its surroundings; to provide the proper development and use of each building site within said property; to protect the owner or development and uses of other sites as will depreciate the value of his or her site; to prevent the erection on said property structures built of unsuitable design or improper materials; to prevent haphazard or inharmonious improvements; to provide for maintenance and in general to provide high quality of improvement on said property in accordance with sensible and orderly development plans; and

WHEREAS, the Developer deems it desirable for efficient preservation of the values and amenities of Northshore Landing to create an association, which can and shall be delegated assigning the powers and duties of maintaining and administering Northshore Landing and any other common areas which may be designated as such and to administer and enforce the hereinafter set forth covenants and restrictions and to collect and disburse the charges and assessments hereinafter specified; and

WHEREAS, the Developer has caused to be formed under the laws of the State of Mississippi, a non-profit and non-share corporation named Northshore Landing Property Owners Association, Inc. (“Association”), and such corporation shall have its purpose of carrying out powers and duties mentioned herein and such powers and duties relating to the subject properties as may be specified in the corporation’s bylaws; and

WHEREAS, in order to facilitate the compliance with the provisions, letter, spirit, and intent of this Declaration, Developer desires that each property owner within Northshore Landing be a member of Northshore Landing Property Owners Association, Inc. (“Association”), and that the bylaws of the association shall be deemed to be adopted by Developer as sole owner of the property described in **Exhibit “A”** herein and all future owners shall be bound thereby; and

NOW THEREFORE, Developer does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land described herein and shall be a benefit and burden to Developer, its successors and assigns, and to any person acquiring or owning an interest in the subject real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

SECTION 1.
PROPERTIES INCLUDED

1.01. Property Subject to Declaration. The real property which is subject to this Declaration is located in Rankin County, Mississippi and is more particularly described in **Exhibit A**.

SECTION 2.
COVENANT OF COMPLIANCE BY OWNERS

2.01. Covenant to Comply. Every person or persons who accepts a deed to a parcel of the Property or lot within Northshore Landing covenants, whether or not it shall be so expressed in the deed of conveyance that he will faithfully comply with and abide by the letter and spirit of the provisions of this Declaration and the bylaws, rules and regulations of the Association as same may be constituted and as they may be lawfully amended from time to time.

2.02. Prohibited Ownership. Except for Developer and any home builder who is building a single family residential home within a subdivision, corporation, LLC, partnership, associations or groups of any kind may not own lots within Northshore Landing. Lots and improvements thereon shall be held by one individual, except that a person and his or her spouse may own a lot and improvements jointly. A trustee may, however, for a limited period and because of foreclosure or other involuntary acquisition, hold title to a lot or property for up to one (1) year subject to these covenants so long as all of the covenants hereof are observed. An estate may hold title to a lot or property for up to three (3) years so long as all covenants hereof are observed. A revocable trust or a residence trust may own a lot in the subdivision, but shall be subject to all assessments levied by the Association.

2.03. Conveyance of Property. Each property owner covenants to notify the Association in writing of the transfer or sale of his property and the name of the new owner. No lot or property may be sold or transferred without notifying the Association. All new owners shall be required to become a member of the Association and be subject to this Declaration and the bylaws, rules and

regulations of the Association. An owner of a lot in Northshore Landing may lease his residence so long as the lease is in writing and is for a term of at least six (6) months. The owner shall deliver a copy of the lease to the Association. Both the owner and lessee shall be responsible for abiding by these covenants.

SECTION 3.
NORTHSHORE LANDING PROPERTY OWNERS ASSOCIATION

3.01. Membership. Each owner of property within Northshore Landing shall be a member of the Association, and this membership shall be inseparable or appurtenant to and shall pass with the title to each parcel of property. Property with multiple owners shall be entitled to one membership in the Association and one of the owners of such property shall be designated in writing by the co-owners as their respective representative in matters pertaining to the Association.

3.02. Voting Rights. Every member of the Association shall have one vote for the election of all officers and for all other matters and purposes of the Association. If the fee title to any property is owned of record by more than one person, the vote appurtenant to such property may be exercised by only one of the fee owners whereof as designated in writing by the other co-owner of the subject property. The Developer shall have one more vote than all other lot owners combined, while the Developer is the owner of two or more lots within the subdivision.

3.03. Delegation of Membership and Voting Rights. Any owner may delegate or give a proxy to any other owner and member of the Association. Nothing herein contained, however, shall relieve the owner of his responsibility for all obligations which the owner might have under the terms of this Declaration and under the bylaws, rules and regulations of the Association.

3.04. Board of Directors. The Association, which will have jurisdiction over Northshore Landing, shall be governed by a Board of Directors. The Board of Directors shall have the power to further define the provisions of this Declaration and to pass and enforce additional rules and regulations in any area of activity where the safety, health, and security of the members of the Association involved, however, the Board of Directors shall not have authority to adopt rules or regulations that are in violation of these covenants.

3.05. Disagreements Between Members. The Board of directors shall not intervene or act in matters involving personal disagreements between two or more members unless some matter of Association policy is involved or threatened.

3.06. Disagreement with Board of Directors. If a member disagrees with any action or ruling by the Board of Directors, it shall be the obligation of the Board and such member to meet and attempt to work out a mutually satisfactory solution. If such solution cannot be reached, then, by agreement, the Parties may agree to appoint a three-member board of arbitration in an additional effort to resolve the disagreement. The Arbitration Board would consist of a person appointed by the Association Board of Directors, a second person appointed by the land owner, and a third member selected by other appointed members of the Arbitration Panel.

3.07. Rules and Regulations. The Association reserves the right to formulate such rules and regulations as may be necessary for the fit and proper governance of appropriate parts of the Property as designated by the Developer.

3.08. Developer Reservations. Notwithstanding anything herein to the contrary, all rights and duties conferred on the Board of Directors or the Association under all Sections of this Declaration except for Section 5 shall be exercised by Developer for eight (8) years following the execution of this Declaration as to the property described in **Exhibit A**. Developer reserves the right to exercise all rights and duties and give consents and waivers under Section 5 hereof for a period of eight (8) years following the execution of the Declaration. Developer may turn over all rights reserved hereunder to the Board of Directors at any time prior to eight (8) years. Any rights reserved under this paragraph will be automatically extinguished or divested, and vested in said association at such time as Developer has divested itself of all right, title and interest in and to the Property.

SECTION 4.
COVENANT FOR ASSESSMENT

4.01. Creation of the Lien and Personal Obligation for Assessments. The Developer hereby covenants and each owner of any lot or property by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following:

A. An initial assessment payable at the time the owner acquires fee title to any lot in the amount of Three Hundred Fifty Dollars (\$350.00) for each lot acquired by him. This amount is to be prorated from the date of closing until June 1, at which time a regular annual assessment will be due.

B. A regular annual assessment payable on or before the first day of June of each year thereafter in an amount necessary to pay for (i) street lighting, parking, and the upkeep of the front entrance, (ii) insurance premiums; (iii) paying all necessary and reasonable costs of administration, management, legal and accounting services connected with the Association, including, the payment of a reasonable fee to any management agent designated by the Association; and (iv) provide such other services as the Association may deem to be in the best interest of the development and the members of the Association. The Developer will not be assessed any assessments for any lots owned by Developer in Northshore Landing.

C. The Association is not organized for profit and no part of the net earnings shall inure to the benefit of any member, any director of the Association, any officer of the Association, or of any other individual.

D. A Builder shall not owe any assessments for twelve (12) months after closing on the lot. Thereafter, a Builder shall owe assessments just like all other owners.

4.02. Annual Budget. The Board of Directors of the Association shall cause to be prepared an annual budget for the calendar year and shall notify the members by May 1st of each year of the regular annual assessment which is necessary to fund the Association's budget. Every effort shall be made to keep the budget as low as possible consistent with the obligations to be met. In the preparation of such budget, the board may not only consider budgeting for the actual cost of operations but also for a contingency fund to be accumulated for future maintenance as needed. The purpose of such contingency fund is to prevent and avoid the necessity for special assessments which would work hardship on the members of the Association. The Board may authorize deferred payments if such payment would result in any hardship upon any member of the Association.

4.03. General. The initial and annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the lot or property against which each such assessment is made. All attorney fees shall also be the personal obligation of the person who was the owner of such lot or property at the time when the assessment fell due. No owner shall relieve himself of his personal obligations for delinquent assessments by passing such obligation to his successors in title without the written consent and approval of the Board of Directors of the Association.

4.04. Assessments Are Not Dues. All assessments herein provided are not intended to be and shall not be construed as being, in whole or in part, dues for membership in the Association.

4.05. Notice of Assessments. Written notice of any meeting of the Board of Directors called for the purpose of taking action on any assessment provided herein shall be sent to all members of the Association by mail, not less than five (5) days, nor more than thirty (30) days, in advance of the meeting. Any member may attend such meeting and be heard concerning the proposed assessment before final action thereon is taken by the board of Directors. The Board of Directors shall give written notice of the assessment levied by it to all members of the Association and such assessment shall be final unless a petition from twenty percent (20%) of the members is received by the Board of Directors within thirty (30) days of notice of the adoption of the Assessment, which petition shall call a special meeting of the members for the purposes of reviewing the action of the Board of Directors. The petition shall set forth the date, time and place of the meeting and all members shall be given notice thereof. At the special meeting of the members, the action of the Board of Directors may be reviewed and by a vote of two thirds of those present and voting, the assessment levied by the Board of Directors may be reduced. A quorum for such meeting shall be a majority of the members.

4.06. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within ninety (90) days after the due date shall be assessed a penalty of ten (\$10) dollars per month and bear interest thereon from the due date at the nominal annual rate of 10% (compounded monthly) for all unpaid balances due. After ten (10) days written notice of the delinquent assessment is given to the owner, the Association may bring an action of law against the owner personally obligated to pay same, or foreclose the lien against owner's property. These covenants hereby expressly vest the Association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt or to enforce the

aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure, by an action brought in the name of the Association in a like manner on a mortgage or deed of trust. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other lot or property owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or property. In any event, reasonable attorney's fees of not less than ten percent (10%) of the sum owed, and reasonable costs of collection, shall be added to the amount of each delinquent assessment.

4.07. Subordination of Lien to Mortgages. The lien upon any lot or property provided herein to secure any assessment shall be subordinate to the lien of any duly recorded first mortgage on such lot or property made in good faith for value received and the lien hereunder shall in no way affect the rights of the holder of any first mortgage. Sale or transfer of property shall not affect the assessment lien, however, the sale or transfer of any property pursuant to mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such property from liability for any assessments thereafter becoming due or from the lien thereof. Such foreclosure shall not relieve the mortgagee in possession of the purchaser at foreclosure or the transferee under any deed, assignment, proceeding, or other arrangement in lieu of foreclosure from any liability for any assessment thereafter becoming due, or from the lien herein created to secure the payment of such assessments, with lien, if to be asserted as to any such assessments thereafter becoming, shall have the same effect and be enforced in the same manner as provided herein. The Board of Directors may authorize further subordination of this lien.

4.08. Ad Valorem Property Taxes. Each owner shall be responsible for his own ad valorem taxes.

4.09. Management Agent. The Board of Directors of the Association may employ for the Association a management agent or manager (hereinafter called: "Management Agent") at a rate of compensation established by the Board of Directors, for which the Management Agent shall perform such duties and services as the Board of Directors from time to time authorize. These duties and services of the Management Agent may include, but are not limited to, the following:

- A. To collect the initial and annual assessments and to provide for the enforcement of liens and securing same in any manner consistent with the law and within the provisions of this Declaration;
- B. To deposit all assessment collections in a common expense fund or separate maintenance contingency fund, with a banking institution and to make payments from such fund for the benefit of the association and in keeping with the intentions and responsibilities herein set forth, all of which the Management Agent shall at all times be accountable;
- C. To provide upkeep and maintenance and surveillance of the Common Areas, streets, and roads;

D. To select, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the fences, gates, streets, and roads;

E. To promulgate with the approval and confirmation of the Board of Directors and to enforce such rules and regulations and such restrictions, requirements, and the like as may be deemed proper, respecting the use and care of the fences, gates, streets, and roads; and

F. To provide such other services for the Association as may be consistent with the law and with the provisions of this Declaration.

4.10. Limitation of Liability. The Association shall not be liable for any failure of any service to be furnished by the Association or paid for out of the common expense fund, or for injury or damage to person or property caused by use of the roads or streets by any person. The Association shall not be liable to any member for loss or damage to any articles, by theft or otherwise, which may be left in any Common Areas. No diminution or abatement of assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the streets or roads, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any county or governmental authority. No property owner shall be liable to any person for any action or failure to act by the Association or by any other property owner; each property owner shall be liable only for his own actions or failure to act.

SECTION 5.

LAND USE, BUILDING REGULATIONS AND ARCHITECTURAL CONTROL

5.01. No structures shall be constructed or erected on any lot except single family residences not exceeding two and one-half stories in height above the first-floor building foundation, together with the usual and customary outbuildings such as garage, guest house, and workshop. All buildings erected on any of the above described property shall be new construction.

5.02. Hospitals, duplex houses, apartment houses, patio homes, churches, playgrounds and parks, offices, commercial and professional use, except an office in the home, are strictly prohibited and these covenants do hereby prohibit such usage for any lot. Furthermore, no lot or parcel of land, in whole or in part, may be used as a corridor to access any lot or parcel of land that is not part of Northshore Landing nor used as an entrance or exit in to or out of Northshore Landing.

5.03. No lot shall be subdivided into two or more lots. However, nothing in these restrictions shall be construed as prohibiting the owner of two or more contiguous lots from erecting a residence on both lots as if the contiguous lots were but one single lot. However, such owner shall pay assessments for each lot combined.

5.04. No trash, ashes, or any other rubbish may be thrown or dumped on any lot or anywhere in the subdivision.

5.05. No building materials of any kind or character may be placed or stored upon said property except for three (3) months prior to the time the purchaser of such lot commences improvements. This includes materials for additions and/or alteration to the main structure of the house as well as the construction of outbuildings, garages, barns, and piers. All building materials on said property shall be stored in a neat, orderly and un-obstructive manner or properly screened, and said building materials shall be limited to that which is reasonably necessary for the construction of or the maintenance of the residence or other outbuildings located thereon.

5.06. No structure of a temporary nature or construction trailer or mobile home shall be placed on any lot except a trailer or building used in connection with construction during the construction of a dwelling. Following completion of construction, camper trailers, motor homes, and/or trailers, and large boats must be parked in an enclosed garage or otherwise totally or partially screened from view in a manner approved by the Developer or the Association.

5.07. No garage or outbuilding on said property shall be used as a residence or living quarters.

5.08. Each dwelling in Northshore Landing shall have a driveway that is uniform in size and in accordance with the Developer's design and must be approved in writing by the Developer or the Association. All culverts shall be installed according to county specifications and in addition shall have end treatment installed in accordance with the approval of the Developer or the Association.

5.09. All homes must have at least a two-car (full size) garage. No carports are permitted.

5.10. Grass, weeds, and vegetation on each lot bought shall be kept mowed at regular intervals by the owner, so as to maintain the same in a neat and attractive manner. Trees, shrubs, and plants that may die shall be promptly removed from such lots. The above restrictions apply to all lots purchased before and after a home is built on the lot. Until a home or residence is built on a lot, Developer may, at its option and in its discretion, have dead trees removed from the property and mow and remove debris, and the owner of such lot shall be obligated to reimburse Developer for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.

5.11. No clothes line shall be erected or maintained on any of said lots, nor shall laundry be hung, where exposed to view of the public or other lot owners.

5.12. If a garage, servant's house or other outbuilding is made an integral part of the residence, or is connected thereto, the setback distances from lot lines become identical with those stipulated for the residence itself.

5.13. No tent, shack, or other outbuilding erected or located on any of the above described lots shall at any time be used as a residence, either temporary or permanent, nor shall any structure of a temporary character be used as a residence, except as may be previously approved in writing by Developer.

5.14. No farm machinery, equipment, or trucks larger than one ton pick-up trucks shall be permitted to be parked or left standing overnight on any lot or street. This restriction however, shall not apply to the use of vehicles for the delivery of goods or services or maintenance for the benefit of the houses in the subdivision, or in the construction of any residence on the lots.

5.15. A lot owner, building or causing to be built, the original dwelling on any lot on the Property, shall not substantially duplicate the exterior elevation, including design or architecture of any other dwelling then existing on the same street within four hundred (400) feet. For purposes of this paragraph, a dwelling shall be considered in existence from the time of excavations for the foundations are begun, until said dwelling is removed from the development or is destroyed. All plans, specifications, and elevations, front and back, shall be submitted to the Developer or the Association for written approval. No building of a residence or modification of the residence shall begin without written approval from the Developer or the Association. The same requirements apply to any outbuilding constructed or modified on any lot.

5.16. No satellite dish may be erected without approval from Developer, its successors and assigns or the Association of said subdivision. Specifically, the location must be that it would not adversely affect the neighbors in a direct or indirect manner.

5.17. In the event any person shall own two or more adjacent building lots, and shall desire to construct a dwelling occupying a portion of both of said adjoining lots as a building site, then the two lots shall be treated as one for building set back restrictions, and all other restrictions herein contained shall apply to the same extent as if said dwelling had been built on a single building lot. However, the owner shall owe an assessment for each lot.

5.18. No antennas, citizens Band or otherwise, that require towers or guyed wires, shall be permitted on any lot in said subdivision at any time.

5.19. Except for Developer, authorized signs identifying the project, the property and/or offering the same for sale, no signs, billboards, posters or advertising devices of any character shall be erected on any lot except "For Sale" signs not exceeding four (4) square feet and signs identifying the property or the owner thereof not exceeding two (2) square feet.

5.20. No noxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5.21. No animals may be kept on said property except for three dogs or three cats. No kennels or pens may be constructed or used for the care and housing of a large number of dogs or cats, and the number of dogs or cats regularly housed at the residence of or by the owner shall be limited to three (3). Regardless of the number, the keeping of said animals shall not be such as to constitute an annoyance or be maintained on the property prior to construction of the property owners' residence. All dogs and/or cats must be contained in a kennel or fenced in area, including an electric fence, or inside the home and must be kept on a leash under the control of the owner when not in contained in an enclosed area.

5.22. For all lots or parcels purchased, all constructed dwellings must contain a minimum of two thousand seven hundred (2700) square feet of heated and cooled living area.

5.23. No equipment, cars, trucks, or other movable vehicles (including trailers) which require payment of taxes and purchase of license plate shall be kept on any lot and shall be removed therefrom. All motorhomes, boats, and trailers of any kind are to be parked in an enclosed garage or otherwise totally or partially screened from view in a manner approved by the Developer or the Association.

5.24. Except where greater reservation is made by Developer, Developer hereby reserves the following utility and drainage easements over, under and across all lots and tracts upon the property covered hereby:

A. Fifteen (15) feet adjacent to the front line, except in any back-side lot line also fronts on a road, street or highway, such easement shall also be fifteen (15) feet along the entire frontage on such road or street. Said utility easements are reserved for systems of electrical power, TV cable, telephone, lines, gas, water, sewer, and any other utility that the Developer, its successors and assigns see fit in their discretion. Developer reserves the right to release any easement reserved hereby by specific release thereof in any deed covering property upon which such easement lies.

B. All easement for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of lots in Northshore Landing.

5.25. The title conveyed by the Developer to purchasers of lots shall not in any event be held or construed to include the title to water, gas, sewer, TV or other communication transmission cables, electric light, electric power, telephone, telegraph line, poles or conduits or any other utility or appurtenances thereon constructed by the Developer, its successors or assigns or by any utility company upon said property to serve said property. The right and easement to maintain, sell, repair or lease such lines, utilities and appurtenances by the Developer, its successors or assigns to any public service corporation to any other parties is hereby expressly reserved to the Developer.

5.26. Prior to commencement of any improvements on any lot including, but not limited to, residences, outbuildings, walls, fences, satellite dishes, tennis court, swimming pools, or any other improvement materially affecting the appearance of any lot, plans for such construction shall be submitted in duplicate to the Developer or to the Board of Directors of the Association or to someone designated by the Board or Developer for examination and approval, such plan showing the location and dimensions of such improvements, and complete description of materials to be used in such improvement. Swimming pools may not be operated unless equipped with sufficient cleaning, sanitation, and purification equipment. No clearing, grading, destruction of vegetation or cutting of any tree larger than (4) inches in diameter shall be undertaken or commenced on any lot until a clearing and landscape plan has been approved in writing by the Developer or the Board of the Association or an appointed Architectural Review Committee, and such plan shall specifically

designate the vegetation and trees to be removed, and the particulars of trees, scrubs, hedges, and/or sodding to be placed upon the lot after completion of construction.

5.27. If such plans are satisfactory and not in violation of any covenant, the Developer or Board shall issue or cause to be issued a building permit for such construction with a reasonable period of time. The issuance of such permit shall not be unreasonably denied. If such permit is denied, the owner may not construct such improvements. In order to protect the integrity of this development and the remaining owners, the Developer and the Board shall have the authority to obtain an injunction against construction of such improvements.

5.28. If there is an alteration of the original plans or any exhibit thereto, approval of such alteration shall be approved in writing prior to proceeding with the plans as altered.

5.29. All exterior construction, including outbuildings and garages must be completed within 300 days of the date said plans are approved. Extensions may be granted by the Developer or the Board of Directors of the Association in its discretion.

5.30. After the construction of a dwelling is completed on a Lot, each such Lot shall have, and each Owner or Builder of such Lot shall cause to be planted, a minimum of two (2) trees in the front yard of such Lot. The location of same shall approved by the Developer or Association. The two (2) trees shall be Maple, Shumard Oak, Cherry, Pin Oak, or Elm or any combination of same. Should either or both trees die at any time, each Owner or Builder of such Lot shall replace same no later than thirty (30) days thereafter.

5.31. Developer shall have the following architectural control over the subdivision:

(A) No building, fence patio or any other improvements shall be erected, placed or altered on any lot or parcel until two (2) complete sets of building plans, specifications, and elevations and two (2) site plans of the location of such building shall have been delivered to Developer at 693 Luckney Road, Flowood, Mississippi 39232 and until such building plan specifications, and site plans shall have been approved in writing by Developer as being in conformity and harmony with the external design and location of the existing structures of the subdivision and in compliance with the restrictions herein contained. They must be in compliance with the Mississippi Department of Environmental Quality Storm Water Management Regulation. One copy of such plans, specifications and site plans shall be retained by Developer and the second copy shall be delivered to the owner of said lot or parcel with the approval of Developer appropriately endorsed thereon.

(B) In the event the Developer, or its designated representative, fails to approve or disapprove any building plans, specifications or site plans within thirty (30) days after the same are submitted to it, and if all items contained in these covenants have been complied with, Developer shall be deemed to have approved such plans, specifications and site plan. Developer, its successors and assigns shall in no event be liable in damages for any action

or failure or refusal to act pursuant to the provisions hereof. Developer shall receive no fees or compensation for its services.

(C) The Developer or the Board of Directors of the Association may appoint an Architectural Review Committee to act for them. The Developer or the Board of Directors of the Association may also, from time to time, adopt additional Architectural Requirements and Design Guidelines in addition to the requirements and guidelines contained herein which shall be distributed to all owners of lots within Northshore Landing.

5.32 All fences and fencing material shall be approved by Developer or the Board of Directors of the Association and same shall be of wood or wrought iron. Any fencing shall be no taller than eight (8) feet from the ground.

5.33. Boat houses are not permitted. Piers are may be approved by the Developer or Board of Directors.

5.34. In the interest of uniformity and appearance, modifications to the approved structure must be "seamless" in nature. Meaning, the style, construction detailing, colors, roofing, windows, exterior materials, and overall design must be identical to the existing structure. Therefore, any changes to an approved structure or improvement (complete or incomplete to include additions, alterations, etc.) must be approved by the Developer or Board of Directors prior to the commencement of construction of said additions or alterations.

5.35. Other restrictions applicable to each lot may, by an appropriate provision in the deed, without otherwise modifying the covenants and provisions contained herein, and such other restrictions shall inure to the benefit of all parties in the same manner as though they had been originally expressed herein.

5.36. All restrictions and covenants appearing herein as well as those appearing in a deed or other conveyance of any of said lots shall be construed together, but if any one of the same shall be held to be invalid by judgment or court decree, or for any reason is not enforced or enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

5.37. The mailbox must conform to the design as shown on **Exhibit "B"** hereto. The mailbox shall be installed properly, according to United States Postage Regulations and Policies, on each lot with a dwelling on the lot, and in a manner to create uniformity within the neighborhood. This is intended to mean that such a mailbox must be properly installed, mounted in the ground, near the curb area adjacent to the street in front of each lot containing a dwelling. Specifically, mailboxes shall be assembled and installed according to the mailbox specifications attached hereto as **Exhibit "B"**. Mailboxes must be kept in a state of good condition, appearance, and repair, with the customary red flag appropriately attached. This must be done in such a manner as to inhibit and/or hide any rust or missing paint areas on the mailbox.

5.38. All yards shall be mowed to the actual asphalt street located on the street right of way. Lot owners shall be responsible for mowing and maintain all grass areas on their lot regardless of whether those areas abut the lawn surrounding the dwelling. The mowing and maintenance by the lot owners shall also include all drainage easements or swales that are located contiguous or adjacent to each lot.

5.39 (a). **Drainage.** Developer shall retain all powers and duties related to and be responsible for the maintenance, repair, and upkeep of the drainage easements that are shown and designated on the final, recorded plat of Northshore Landing Phase One. After the sale of seventy-five percent (75%) of all Lots within Northshore Landing Phase One, the Northshore Landing Property Owners Association shall assume, without the necessity of any written or other notice from Developer, any and all powers, duties, obligations, and responsibilities for the repair, maintenance, upkeep, and related costs for such drainage easements and shall hold Developer forever harmless for same.

5.39 (b). **Drainage.** Each Owner or Builder who acquires ownership of a Lot in Northshore Landing Phase One shall be responsible for the repair, maintenance, upkeep, and any related costs associated with the drainage ditch on each Lot located at the shoulder of the road in front of and adjacent to each Lot. It shall be the responsibility and obligation of each Owner or Builder who acquires ownership of such Lot to maintain the drainage ditch in accordance with the alignment and grade established in the approved construction drawings submitted to Rankin County by Developer.

SECTION 6. Common Area

6.01. **Common Area.** Common Area property is any property which is conveyed to the Association by the Developer by Deed or is shown on the plat of any and all phases of Northshore Landing as Common Areas, drainage easements, and drainage improvements. Upon the conveyance of such Common Area by the Developer to the Association, at a time to be determined by Developer in Developer's sole discretion, the Association shall be solely responsible for the maintenance, repair, and upkeep of such Common Areas, drainage easements, and drainage improvements. The Association shall be responsible for maintaining the Common Areas, drainage easements, and drainage improvements in an aesthetically pleasing manner.

SECTION 7. GENERAL PROVISIONS

7.01. **Enforcement.** The Developer, the Association, or any member shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation of this Declaration. Failure by Developer, Association, or any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors shall not be obligated to bring any actions unless the health, safety, welfare and security of the members are threatened.

7.02. Construction. The provisions of this Declaration shall be liberally construed and interpreted at all times in such a way as to effectuate the purposes of the Declaration in creating and carrying out a uniform plan for use of Northshore Landing. If any provision of this Declaration of the application thereof shall be invalid or unenforceable to any extent, the remainder of this Declaration and the application of such provisions shall not be affected thereby and shall be enforced the greatest extent permitted by law.

7.03. Attorney's Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof by reference or otherwise, the prevailing party or parties shall also be entitled to an award of reasonable attorney's fees, in such amount as may be fixed by the court in such proceeding.

7.04. Violation of Law. Any violation of any state, municipal or local law or ordinance or regulations pertaining to the ownership, occupation or use of any property within Northshore Landing is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

7.05. Compliance with Covenants. A property owner shall not serve on a committee of the Board or as a member of the Board if the property owner is in violation of one or more of these covenants after being duly notified by the Association of non-compliance and given a reasonable time to come into compliance with the covenants.

SECTION 8 AMENDMENTS TO COVENANTS

8.01 Covenants. The covenants and restriction herein contained are to run with the land and shall be binding on all parties, persons, and entities claiming under them for an initial period of twenty (20) years from the date these covenants and restrictions are recorded, after which time, said covenants and restrictions shall be automatically extended for successive periods of five (5) years, subject to the provisions of the paragraphs next following. The Developer may amend these covenants at any time for any reason for eight (8) years from the date these covenants are filed in the land records of Rankin County, Mississippi.

8.02. Modification of Covenants. These covenants may be changed in whole or in part at any time within the initial 20 year term or any 5 year extension by a written agreement approved by a vote of two-thirds (2/3) of the members of the Association present at any annual or special meeting (providing that a notification listing all proposed covenant changes is sent to all members by mail at the address currently listed in the Rankin County Landroll Database, is sent not less than 30 days nor more than 45 days prior to said meeting and said notification is prominently posted at the entrance of Northshore Landing at least one (1) week prior to the meeting stating that said meeting will involve proposed changes to the covenants and/or bylaws of Northshore Landing Property Owners Association). Such vote shall be a secret ballot and may be taken at any regular or special meeting of the members of the Association. Any member of the Association may at any time file with the secretary of the Association a notice that he desires to make a change in these covenants which notice must be accompanied by a detailed recitation of the change desired to be made and a

petition favoring such change signed by more than 20% members of the Association subject to these covenants. Upon receipt of the petition, the Secretary shall call a special membership meeting in accordance with the bylaws. Voting by proxy at said special meeting shall be permitted. All proxies for any meeting to consider changes in the covenants, restrictions, and regulations of the Association shall be personally signed and delivered to the secretary or executed before a notary public. If the aforementioned owners of two-thirds (2/3) of the members subject to these covenants vote favorably for the change requested, such change shall be effective at the time the amendment is recorded in the office of Chancery Clerk of Rankin County Mississippi.

**SECTION 9
Release of Liability**

9.01 Upon completion of development of the roads and streets, Northshore, LLC shall be released from liability for the construction of same and Northshore, LLC shall be released generally from liability for the development of said property.

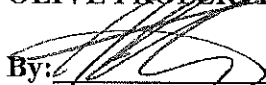
WITNESS the signature of the Developer, Northshore, LLC, this the 21st day of

March 2019.


Developer:

Northshore, LLC

OLIVE PROPERTIES, LLC, member

By: 
Kelli Foster, Member

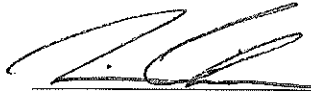
JWAR PROPERTIES, LLC, member

By: 
John D. Robinson, Member

By:  member
William A. Robinson, Member

STATE OF MISSISSIPPI
COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of March, 2019, within my jurisdiction, the within named Kelli Foster, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.



NOTARY PUBLIC

My commission expires:

2/8/23



STATE OF MISSISSIPPI
COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of March, 2019, within my jurisdiction, the within named John D. Robinson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.



NOTARY PUBLIC

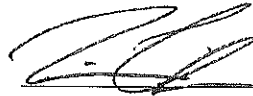
My commission expires:

2/8/23



STATE OF MISSISSIPPI
COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of March, 2019, within my jurisdiction, the within named William A. Robinson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.



NOTARY PUBLIC

My commission expires:

2/8/23



EXHIBIT A

A tract or parcel of land containing **39.25 acres**, more or less, lying and being situated in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 7 North, Range 3 East, Rankin County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at a found 3 inch x 4 inch concrete monument marking the Southwest corner of the Northwest $\frac{1}{4}$ of said Section 33; run thence

North 00 degrees 12 minutes 57 seconds West along the West line of said Section 33 for a distance of 1,351.43 feet to a found 3 inch x 4 inch concrete monument marking the Southeast corner of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 32; thence

South 89 degrees 52 minutes 50 seconds West along the South line of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 32 for a distance of 280.30 feet to a found 2 inch galvanized post marking the Southeast corner of the Denbury Onshore, LLC property as recorded in Deed Book 2009, Pages 21206-21212 in the Office of the Chancery Clerk of Rankin County; thence

North 00 degrees 08 minutes 04 seconds West along the West line of said Denbury Onshore, LLC property for a distance of 1,335.31 feet to a set $\frac{1}{2}$ inch iron pin marking the Northeast corner of said Denbury Onshore, LLC property; thence

South 89 degrees 40 minutes 10 seconds West along the North line of said Denbury Onshore, LLC property for a distance of 527.00 feet to a set $\frac{1}{2}$ inch iron pin marking the East line of said Denbury Onshore, LLC property; thence

North 00 degrees 23 minutes 03 seconds West along said East line of the Denbury Onshore, LLC property for a distance of 404.31 feet to a set $\frac{1}{2}$ inch iron pin marking the **Point of Beginning** of the herein described property; thence

North 00 degrees 23 minutes 03 seconds West along said East line of the Denbury Onshore, LLC property for a distance of 2,149.14 feet to a found 2 inch crimped pipe in concrete marking the South right of way of Fannin Landing Circle; thence

North 89 degrees 34 minutes 11 seconds East along said South right of way of Fannin Landing Circle for a distance of 798.63 feet to a found $\frac{1}{2}$ inch iron pin marking the Northwest corner of the McClain property as recorded in Deed Book 2007, Pages 4964-4966 in the Office of the Chancery Clerk of Rankin County; thence

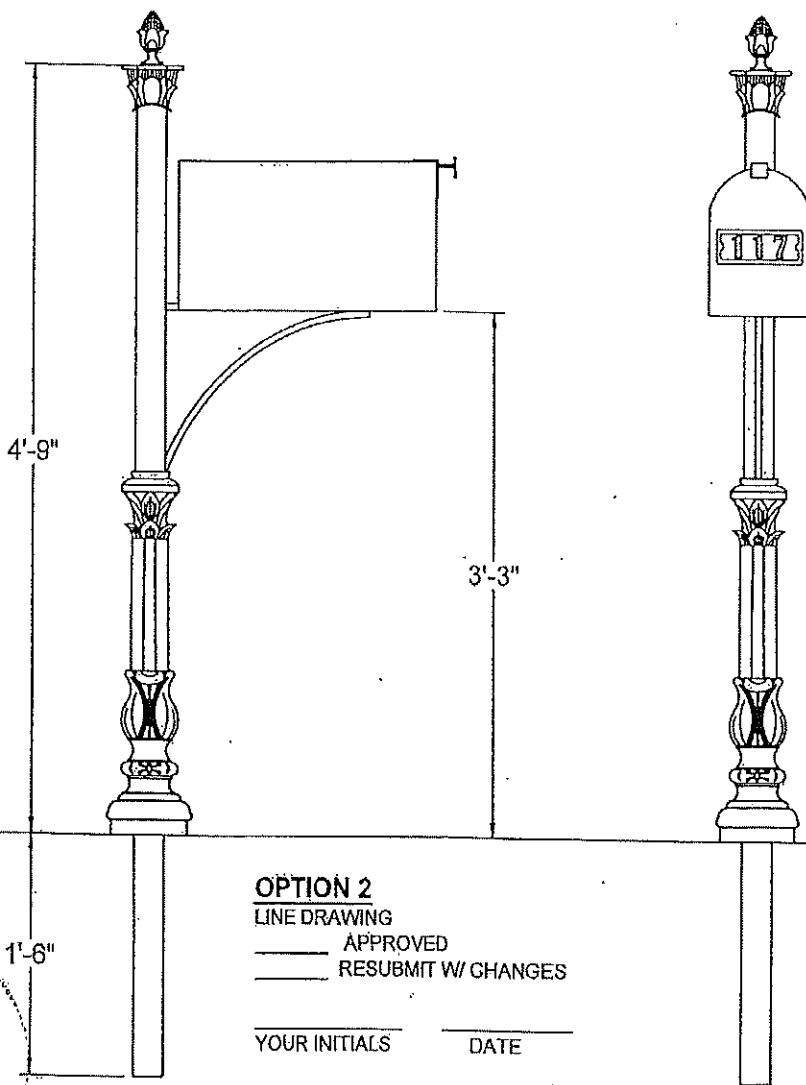
South 00 degrees 09 minutes 29 seconds East along the West line of said McClain property and the McClain property as recorded in Deed Book 1023, Pages 358-360 and Deed Book 1023, Pages 361-363 in the Office of the Chancery Clerk of Rankin County for a distance of 2,155.09 feet to a set $\frac{1}{2}$ inch iron pin; thence

West for a distance of 790.14 feet to the **Point of Beginning**.

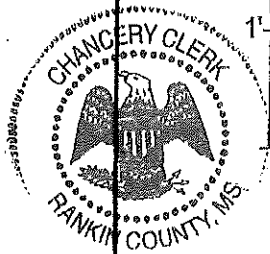
Prepared by:
Benchmark Engineering and Surveying, LLC
101 Highpointe Court, Suite B
Brandon, MS 39042
(601) 591-1077 Office
(601) 591-0711 Fax
Email: mlove@benchmarkms.net

EXHIBIT B

MBAE2 POST: POWDER COAT
 HAMM. BROWN/BLACK
 BOX: POWDER COAT
 HAMM. BROWN/BLACK
 ADDRESS: PLASMA CUT COPPER PLAQUE



OPTION 2
 LINE DRAWING
 _____ APPROVED
 _____ RESUBMIT W/ CHANGES
 YOUR INITIALS _____ DATE _____



Wm...

COPPER SCULPTURES INC.		
DWG. TITLE:		
Drawn By:	RVM	MAILBOXES/
Date:	6-27-16	1"=1'-0"

NBL
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L 1-49



Book:2019 Page:8144-8148
DEED
RCD: 04/22/2019 @03:10:10 PM
Rankin County, MS
Larry Swales Chancery Clerk

Prepared By:

Richard A. Eisenberger, Jr., MSB #104882
242 Market Street
Flowood, MS 39232
Telephone: (601) 664-0044

Return To:

Shows Law Firm PLLC
242 Market Street
Flowood, MS 39232
Telephone: (601) 664-0044

State of Mississippi
County of Rankin

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
NORTHSHORE LANDING PHASE I**

INDEXING INSTRUCTIONS:

Lots 1-49, Northshore Landing Phase I
Rankin County, Mississippi

**AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
NORTHSHORE LANDING PHASE I**

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Northshore Landing Phase I were recorded in Book 2019 at Pages 6222-6241 on March 26, 2019 (“Original Covenants”);

WHEREAS, Section 5. Land Use, Building Regulations and Architectural Control, Paragraph 5.22 stated that “For all lots or parcels purchased, all constructed dwellings must contain a minimum of two thousand seven hundred (2700) square feet of heated and cooled living area.”;

WHEREAS, Section 8. Amendments to Covenants, Paragraph 8.01 states that “The Developer may amend these covenants at any time for any reason for eight (8) years from the date these covenants are filed in the land records of Rankin County, Mississippi.”;

WHEREAS, the Developer, as defined by the Original Covenants, is Northshore, LLC, a Mississippi limited liability company;

WHEREAS, Olive Properties, LLC and JWAR Properties, LLC are the Members of Developer, Northshore, LLC;

WHEREAS, Developer, Northshore, LLC desires to amend Section 5. Land Use, Building Regulations and Architectural Control, Paragraph 5.22 of the Original Covenants to state that: “For Lots 1-16 in Northshore Landing Phase I, all constructed dwellings must contain a minimum of two thousand seven hundred (2700) square feet of heated and cooled living area. For Lots 17-49 in Northshore Landing Phase I, all constructed dwellings must contain a minimum of two thousand three hundred (2300) square feet of heated and cooled living area.”;

THEREFORE, Developer, Northshore, LLC, (through its Member Olive Properties, LLC, though its Member, Kelli Foster; and through its Member JWAR Properties LLC, through its Members John D. Robinson and William A. Robinson) pursuant to Section 8. Amendments to Covenants, Paragraph 8.01, does hereby amend Section 5. Land Use, Building Regulations and Architectural Control, Paragraph 5.22 to read as follows:

“For Lots 1-16 in Northshore Landing Phase I, all constructed dwellings must contain a minimum of two thousand seven hundred (2700) square feet of heated and cooled living area. For Lots 17-49 in Northshore Landing Phase I, all constructed dwellings must contain a minimum of two thousand three hundred (2300) square feet of heated and cooled living area.”


All other provisions of the Declaration of Covenants, Conditions, and Restrictions for Northshore Landing Phase I that were recorded in Book 2019 at Pages 6222-6241 on March 26, 2019 in the land records of the Chancery Clerk of Rankin County, Mississippi shall remain in full force and effect.

WITNESS the signature of the Developer, Northshore, LLC, this the 17th day of April 2019.


Developer:

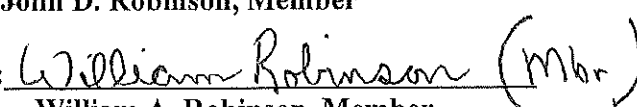
Northshore, LLC

OLIVE PROPERTIES, LLC, member

By: 
Kelli Foster, Member

JWAR PROPERTIES, LLC, member

By: 
John D. Robinson, Member

By: 
William A. Robinson, Member

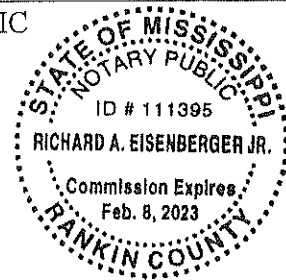
STATE OF MISSISSIPPI
COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of April, 2019, within my jurisdiction, the within named Kelli Foster, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.


NOTARY PUBLIC

My commission expires:

2/8/23



STATE OF MISSISSIPPI
COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of April, 2019, within my jurisdiction, the within named John D. Robinson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.


NOTARY PUBLIC

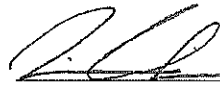
My commission expires:

2/8/23



STATE OF MISSISSIPPI
COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of April, 2019, within my jurisdiction, the within named William A. Robinson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.



NOTARY PUBLIC

My commission expires:

2/8/23

