



Madison County, MS
 I CERTIFY THIS INSTRUMENT FILED/RECORDED
 5/2/2024 10:37:00 AM
 INST. 1003676 PAGE 1 OF 17
 BOOK W - 4435/908
 WITNESS MY HAND AND SEAL
 Ronny Lott, C.C. BY: BL D.C.

Prepared By and After Recording Return To:

First Guaranty Title, Inc.
 509 Cobblestone Court, Suite B
 Madison, Mississippi 39110
 Phone: 601-605-6626

INDEXING INSTRUCTIONS:

Cripple Creek Farms,
 Plat Cabinet G, Slides 124 & 125,
 and
 East ½ of the Northwest ¼ and in the West ½
 of the Northeast ¼ of Section 19, T8N-R3E,
 and
 the North ½ of the NW ¼ of Section 19, T8N,
 R3E, all in Madison County, Mississippi

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CRIPPLE CREEK FARMS

BY

**CCF, LLC, a Mississippi limited liability company
 124 Bridgewater Loop
 Madison, MS 39110
 Phone: 601-624-3985**

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRIPPLE CREEK FARMS (this "Declaration") is made as of April 15, 2024, by CCF, LLC, a Mississippi limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in Madison County, Mississippi, being more particularly described on Exhibit A attached hereto (the "Property"), and Declarant has created and developed thereon a residential community commonly known as **CRIPPLE CREEK FARMS** (the "Subdivision"); and

WHEREAS, the Subdivision consists of single-family residences constructed on lots (each, a "Lot"), together with certain common areas, located on the Property, which Lots and common areas are more particularly shown and designated on the Plat of Subdivision for **CRIPPLE CREEK FARMS**, filed in the Office of the Chancery Clerk of Madison County, Mississippi in Plat Cabinet G, Slides 124 & 125 (the "Subdivision Plat"); and

WHEREAS, Declarant desires to provide for the preservation of the values in the Subdivision and for the maintenance of certain areas as may be designated by the Declarant and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth (sometimes referred to as the "Covenants and Restrictions"), each and all of which is and are for the benefit of the Property and each owner of a Lot ("Owner" or "Lot Owner"); and

WHEREAS, the primary purposes of this Declaration and for foremost consideration in the origin of same has been the creation of a desirable residential community, pleasing to visit and functionally convenient, Declarant has deemed it desirable for the efficient preservation of the values in said community, to provide for an agency to which would be delegated and assigned the powers of administering and enforcing the Covenants and Restrictions and collecting and disbursing any assessments or charges as may be created pursuant to the provisions hereof.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, leased, sold, conveyed, and occupied subject to this Declaration and the Covenants and Restrictions, to-wit:

Section 1. Uses. The Property shall be used for single family residential purposes only, and no residence shall be built on any Lot other than single family homes and related community facilities, as Declarant may determine. All homes built must contain a minimum of 2,400 square feet of heated and cooled living area, together with an attached or detached garage for not less than two (2) vehicles, with a minimum of 2,400 square feet of heated and cooled space on the ground floor of any home with two (2) or more stories. One guesthouse may be constructed on any lot with such guesthouse being compatible in architecture with the main dwelling as approved by the Declarant or the Architectural Review Committee. Each guesthouse shall contain no less than 500 square feet and no more than 900 square feet. No guesthouse shall be leased out, rented, or otherwise used as a dwelling for a non-family member. No carports or garages shall be permitted where car entrances are on the front of the residence and face the front lot line of the Lot.

Section 2. Building Restrictions and Requirements:

A. No structures shall be erected altered or replaced or permitted to remain on any Lot other than a single-family residence not exceeding two and one-half (2 ½) stories in height above the first-floor building foundation, together with the usual and customary outbuildings such as garages and guesthouses as described in Section 1 above.

B. All buildings erected on any Lot shall be of new construction and approved in writing by Declarant. Only one (1) residence per Lot shall be allowed. The term Residential Purposes as used herein shall be construed to exclude among other things, hospitals, duplex houses, apartment houses, garage apartments, and to exclude commercial and professional use, including any office in the home and this Declaration does hereby prohibit such usage.

C. There shall be no mandated time frame as to when construction of a residence on the Lot must commence. However, upon approval of the Declarant, living quarters/guesthouses as described in Section 1 above, may be used as temporary dwelling, in which case construction of the permanent dwelling as approved by the Declarant must commence within three (3) months from the date the Lot Owner occupies the temporary dwelling or receives a Certificate of Occupancy (the "CO") from the county or municipal entity having jurisdiction over the issuance of said CO. Use of temporary dwellings of any nature must be approved by the Declarant or the Architectural Review Committee.

D. A driveway culvert shall be installed for each lot prior to commencement of construction on such lot and the culvert shall be maintained at all times and be kept free of debris and in good conditions throughout construction. All culverts must be preapproved by Declarant prior to their installation. Declarant shall have absolute discretion in approvals of size and type of culvert.

E. There shall be no colored rooftops (i.e., white, blue, or green) used in the Subdivision and all rooftops must be approved by the Declarant or the Architectural Review Committee.

F. Notwithstanding anything contained herein to the contrary, this Declaration does not prohibit any community facilities for the benefit of the Association or of Declarant.

Section 3. Setbacks. All residences constructed on a single-family Lot shall be set back a minimum of fifty (50) feet from the front lot line, twenty-five (25) feet from each side lot line and twenty-five (25) feet from the rear lot line, unless approved in writing by the Declarant. Except as otherwise approved by the Declarant, any other building located on any Lot shall (i) comply with same setbacks, (ii) be constructed out of the same material as the residence, and (iii) if not enclosed, shall be screened from the front and side street(s).

Section 4. Disposal Systems. All residential structures shall be on treatment plants. No public sewer is available. However, Declarant reserves the right in its sole discretion to connect to the County or City sewer system if same is made available in the future.

Section 5. Manufactured Housing. No trailer, manufactured home, or mobile home shall be placed on any Lot. Manufactured Home as used herein, means any residence which as a whole or in components is fabricated elsewhere and moved to the parcel, or is classified as a Ashell house” or in common parlance is referred to as a Jim Walter house.

Section 6. Nuisances. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done that is or will be a nuisance to the neighborhood. No firearms of any kind, including but not limited to handguns, rifles, shot guns, etc., high powered air and pellet guns, shall be fired or discharged.

Section 7. Easements. Declarant hereby reserves the following easements for utilities and drainage over and across the Lots as follows: (i) seven and one-half (7½) feet adjacent to each side lot line; (ii) twenty (20) feet adjacent to each rear or back lot line; (iii) twenty-five (25) feet across and adjacent to each front or street lot line; and (iv) as shown on the recorded plat, if greater. The easements are reserved for drainage and for the construction, maintenance, and repair of a system or systems of electrical power, natural gas, telephone, communication, sewer, storm-sewer and water lines. Neither the Declarant, its successors or assigns, nor Madison County, Mississippi, nor any utility company using the easements herein referred to, shall be liable for any damage done by them, their agents, employees or contractors, to shrubbery, trees, flowers, or other property of any Owner situated on the land covered by said easements, except to restore the surface of the land to reasonably the same conditions as before.

Section 8. Utility Titles. The title conveyed by the Declarant to purchasers of Lots in the subdivision shall not in any event be held or construed to include the title to the 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 Declarant, its successors, or assigns, or by any utility company upon said Property. The right and easement to maintain, sell, assign, repair, or lease such lines, utilities, and appurtenances erected by the Declarant, its successors, or assigns, to any public service corporation or any other parties is hereby expressly reserved by the Declarant.

Section 9. Trash. No trash, ashes or refuse or debris (collectively “debris”) may be stored, thrown, burned, or dumped on any Lot or any other portion of the Property. Each Lot Owner and builder is responsible for keeping the lot clean and preventing debris from blowing to other Lots.

Section 10. Livestock. No swine (hogs), horse, cow or any other non-domestic animal may be kept on any Lot. No commercial kennels or stables of any nature shall be permitted. A limited number of chickens may be housed, kept, or raised on a Lot in order to produce eggs for the Lot Owner’s own consumption. Only laying hens will be allowed to be kept on lots and the number hens and facilities to house same must be approved by the Declarant or the Architectural Review Committee. Roosters are prohibited.

Section 11. Dogs/Cats. The care and housing of a large number of dogs and kennels is prohibited, provided, however, dogs and cats regularly housed at the residence of an Owner shall be permitted but limited to two (2) in the aggregate. Regardless of number, whether two (2) or

less, the keeping of said animals shall in no way constitute an annoyance or nuisance to the Subdivision or any Lot Owner. No animal shall be allowed to wander about the Property unless on a leash in the control of a person capable of maintaining control of the animal. No pit bulls, Rottweiler's, Doberman Pinchers or other breeds or mixed breeds thereof which are generally aggressive, vicious, or dangerous shall be permitted on any Lot. No dog pen, doghouse or any other similar enclosure or structure shall be permitted on any Lot.

Section 12. Building Materials. No building materials of any kind or character may be placed or stored upon any Lot for more than three (3) months, except with the consent of the Declarant, prior to the time the Lot Owner commences construction of its improvements. Thereafter, all building materials on said property shall be stored in a neat, orderly, and unobtrusive 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 buildings located thereon. Construction debris shall not be permitted to litter any Lot during the course of construction. Concrete trucks shall not be washed out in roadside ditches, in Common Areas or on other Lots. Each Lot Owner shall have absolute responsibility to assure that any concrete trucks are washed out on the Lot Owners lot and that such wash material is retained on such lot, to be disposed of by the Lot Owner and/or his contractor as scrap or waste material. Further, concrete blocks and asbestos siding as building materials for an exterior finish are prohibited without Declarant's prior express written consent.

Section 13. Signs. No signs, billboards, posters or advertising devices of any character shall be erected on any Lot, except (i) "For Sale" signs not exceeding eighteen (18) inches by thirty-six (36) inches, (ii) signs identifying the owner of the property not exceeding two (2) square feet in size, (iii) signs of Declarant advertising and/or identifying the Property or any Lot for sale, and (iv) as otherwise permitted by the Declarant.

Section 14. Vehicles. No equipment, cars, trucks, or other movable vehicles (including trailers) which require payment of taxes and purchase of license plates shall be kept on any Lot unless the Lot Owner has paid taxes on such vehicles. Those disabled vehicles not requiring the payment of taxes and purchase of license plates or which are not in operating condition shall not be permitted to be kept on any Lot and shall be removed therefrom. There shall be no major repairs, bodywork or disassembling of major pieces of equipment, be it cars, trucks, tractors, or any like machines, on any Lot or any Common Area.

Section 15. Fences. There shall be no barbed wire, barbless wire, net wire, or cable fences constructed in Cripple Creek Farms. Only 3 or 4 rail wood or vinyl fences may be constructed. All fences must be painted or stained white, black, brown, or natural wood colors. There shall be no solid privacy fences built in the front of any lot. However, privacy fences in the back yard or swimming pool area of a residence will be permitted. To be clear and avoid confusion, all fences must be preapproved by the Declarant or the Architectural Review Committee.

Section 16. Mailboxes. Standards with mailboxes located in the right-of-way will be purchased and installed by each Lot Owner, upon receiving written approval from the Declarant or the Architectural Review Committee on final plans and specifications for construction of each residence. The mailboxes will be standard throughout Cripple Creek Farms.

Section 17. Clotheslines; Basketball Goals.

A. Outside clotheslines are prohibited on any Lot.

B. No basketball backboard, rim, pole, or other similar basketball equipment shall be attached to any house or residence located on a Lot, or any portion thereof, including, without limitation, the garage or roof of such house or residence. Basketball goals installed in concrete along driveway are acceptable but subject to Declarant's advance written approval.

Section 18. No Construction Over Easements. No structures shall be erected on any portion of a Lot which is subject to any easement, except for driveways.

Section 19. Swimming Pools. Swimming pools may not be constructed without the prior written approval of the Declarant. Any approved swimming pool shall be an in-ground swimming pool and properly operated and maintained, landscaped and/or fenced and equipped with sufficient cleaning, sanitation, and purification equipment. Plans and specifications for any approved swimming pool, together with site plans and landscaping, shall be subject to the prior written approval of Declarant.

Section 20. Satellite Dishes. Provided that a residence located on a Lot has the necessary exposure to receive line-of-sight reception, as determined by the Declarant or the Association in its sole and absolute discretion, a Lot Owner shall be permitted, upon written approval from the Declarant or the Association, to install and maintain a satellite dish, not to exceed twenty-four (24) inches in diameter, and related equipment to serve the residence located on such Lot. Any such equipment may only be mounted on a stand-alone tripod or similar mount, and located either inside the Lot Owner's residence, or on a balcony or patio comprising a part of the residence, over which the Lot Owner has exclusive use and control. Installation is prohibited on any portion of a residence or other building located on a Lot, including, without limitation, the exterior of the building, any roof, gutter, column, beam, support, exterior wall, window, or windowsill, or the yard area of the Lot. Additionally, all such equipment and the installation thereof shall be subject to (i) any and all applicable laws, rules, regulations and ordinances, including, without limitation, FCC Rulings, and (ii) restrictions and agreements relating to the installation and maintenance of any satellite dish that may be imposed by Declarant or the Association.

Section 21. Lot Maintenance and Upkeep.

A. Each Owner shall maintain its Lot in a neat and attractive manner. Upon the Owners' failure to do so, the Declarant may, at its option, after giving the Owner thirty (30) days prior written notice sent to his last known address, have any grass, weeds and vegetation cut and have dead trees, shrubs and plants removed from any Lot when and as often as the same is necessary in Declarant's sole judgment. The costs of such cutting and/or removal shall be for the account of the Owner, payable with ten (10) days of invoice thereof. Declarant's remedy may be superseded by the regulations and rules promulgated by the Association or as may be established by Declarant or the Lot Owners as provided herein.

B. Each Owner shall maintain its Lot in such condition as to minimize off-site

damage from erosion, sediment deposits and storm water. This requirement shall be in effect from the beginning of site preparation and shall continue through the establishment of and maintenance of permanent vegetative cover. Owner understands and agrees that Declarant is not responsible for any damage suffered by any Owner as a result of site preparation work carried out by a Lot Owner or by such Owner's agents, employees, or subcontractors and Owner agrees to defend and hold Declarant harmless from any such damages or claim of damages sustained in connection therewith.

Section 22. Common Areas and Facilities. The Declarant may establish certain common areas and facilities on the Property, including without limitation, a playground, clubhouse, pool, sales office, and other such facilities as it may determine in its sole discretion (the "Common Areas"). Any Common Areas may be conveyed by the Declarant to the Association and the cost and maintenance of such facilities may be assessed to the Lot Owners. The Declarant may from time to time establish rules and regulations regarding the use and enjoyment of the Property, including the Common Areas. No Lot Owner or lessee shall have any ownership or possessory rights in and to the Common Areas. The Declarant may convert any Common Areas into Lots and/or residences for sale.

Section 23. Architectural Approval.

A. All construction plans (including plot, landscape, and renovation plans) shall be submitted to the Declarant for approval prior to any improvement or landscaping thereof. Notwithstanding the provisions of Section 3, because of Lot configurations, the Declarant reserves the right to approve the location (to be built or rebuilt) of any structure on each Lot. A complete set of building and landscape plans and specifications and a site plan of the location of any improvements shall be delivered to the Declarant prior to commencement of construction and no construction shall commence until all such plans shall have been approved in writing by Declarant as being in conformity and harmony with the design and location of the Subdivision and existing structures and in compliance with this Declaration, all of which shall be at the sole discretion of Declarant. All exterior construction of homes and buildings must be commenced within six (6) months of approval (or such approval will lapse) and once commenced, construction must be completed within one (1) year from the date commenced, subject to Declarant's approved extensions. After completion, such construction shall be appropriately cared for and well maintained for the benefit of all Lot Owners.

B. Declarant reserves the right to assign such rights as shall be vested in Declarant by virtue of this Section to an Architectural Review Committee established by the Association referenced in Section 25(B) infra.

C. The Architectural Review Committee, if appointed, shall be composed of three or more representatives appointed by and to serve at the will of the Declarant.

D. Plan Approvals. Neither the Declarant nor any Architectural Committee shall be liable for damages to any person submitting requests for construction or architectural approval or to any Lot Owner or other person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests. Declarant and/or the

Architectural Review Committee may refuse approval on any reasonable grounds, including aesthetic conditions or reasons.

Section 24. Temporary Structures. There shall be no campers, camper trailers, motor homes, buses, coaches, camper foldouts, or RV's of any type allowed to remain on any lot for more than twenty-four (24) hours during any thirty (30) day period. Campers, camper-trailers, motor homes, buses, coaches, camper fold-outs, RV's, small trailers (i.e. 4-wheeler type trailers) and/or small tractors and related implements and large boats may be kept on the premises provided that when not in use must be kept in an enclosed garage, barn or shop or in an open shed as long as such shed is tastefully screened from view (as taste is defined by Declarant), except as Declarant shall otherwise approve. All structures whether dwellings or outbuildings must be approved by the Architectural Review Committee.

Section 25. Homeowners Association.

A. Declarant reserves the right to organize and establish, or to permit the Lot Owners, with Declarant's prior written approval, to organize or establish the Cripple Creek Farms Homeowners' Association (the "Association"), for the purpose of effecting the interest, purposes, and objectives of Declarant and this Declaration.

B. Every person or entity who owns any Lot or property in the subdivision shall be a member of the Association, if any when formed, and shall abide by its Articles of Incorporation and Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Association shall have responsibility for the maintenance and upkeep of any Common Areas, the maintenance, upkeep, and operating expenses of the entrance ways to the subdivision, enforcement of these covenants, the determination of assessments and the collection thereof, and such other matters as its membership shall approve. Each Lot Owner, except the Declarant as described in subsection C. of this Section 25, shall pay to the Association its annual or special assessment for the expenses of the Association applicable to his or her Lot, together with reasonable interest, and collection charges and attorneys' fees and expenses in the event collection becomes necessary, and does hereby grant to the Association a continuing lien upon such Lot for payment of such expenses. Such expenses are also the personal obligation of the Lot Owner, but delinquent assessments shall not pass to purchaser unless expressly assumed by them. The lien for assessments shall be subordinate to the lien of any recorded first mortgage or first deed of trust upon any Lot. Assessments shall be fixed by the Association in accordance with the Articles of Incorporation and Bylaws of the Association.

C. The Declarant is not required to or implied to be responsible for paying any Association assessments for any lot the Declarant owns, whether such lot is held in inventory, having not ever been sold by Declarant, or whether it has been reacquired by Declarant after having been sold to a Lot Owner.

D. Neither Declarant nor any Lot shall be subject to such assessment until voluntarily sold to a third party. Either the Declarant or the Association, through its Board of Directors, may further subordinate the Association's liens for assessments and other charges whenever it is reasonable to do so.

DECLARANT RIGHTS AND RESERVATIONS

So long as Declarant owns lots in the Development, no provisions in the Charter, Bylaws or this Declaration shall limit, and no Owner or the Association shall do anything to interfere with, the right of Declarant to subdivide or re-subdivide any portion of the property, or to complete improvements or refurbishment (if any) to and on the Common Area, or any portion of the Property owned by Declarant or to alter the foregoing or the construction plans and designs, or to construct such additional improvements in the course of development of Cripple Creek Farms John K. Springer pursuant to this Declaration as Declarant deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, the right to convey by deed, in Declarant's sole discretion, the Common Area or Common Facilities to the Association, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of his 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 Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and each Owner hereby consents to such inconvenience or nuisance. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a lot by a purchaser from Declarant 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 Declarant need not seek or obtain Board approval of any improvement constructed or placed by Declarant on any portion of the Property. The rights of Declarant under this Declaration may be assigned by Declarant to any successor and any interest or portion of Declarant's interest in any portion of the Property by a recorded, written assignment. Declarant, his assigns, and tenants shall also be entitled to the non-exclusive use of any portion of the Common Area, Green Area, which comprises drives or walkways for the purpose of ingress and egress and accompanying vehicle and pedestrian traffic to and from the Property. Each Owner hereby grants, by acceptance of the deed to this lot, an irrevocable, special power of attorney to Declarant to execute and record all documents and maps necessary to allow Declarant to exercise his rights under this Article. This Article shall be applicable for so long as the Declarant owns any portion of the Property.

Section 26. Phase Development.

A. Declarant especially reserves the option, right and privilege to annex additional real property ("Additional Property") and by such annexation to subject the Additional Property to the provision of this Declaration and to the jurisdiction of the Association. This Declaration shall not affect or apply to any portion of such Additional Property unless and until such Additional Property is annexed to the Property pursuant to this Section 26.

B. The Declarant shall not have the obligation, but only the option, right and privilege, to develop or annex any portion of the Additional Property. The Declarant expressly does not represent, warrant, or guarantee to any Person that any portion of the Additional Property will be developed or will be annexed to the Property. By acceptance of a deed conveying any interest in a Lot, each Owner agrees and represents and warrants to the Declarant and the Association that, in purchasing or otherwise acquiring such interest in the Lot, the Owner has not

relied on any proposed, current, or future development of any portion of the Additional Property or annexation of any portion of the Additional Property to the Property.

C. The Declarant shall execute and file for record a Supplement which describes the portion of the Additional Property being annexed to the Property and the new, amended or revised description of the Property. The option, right and privilege of the Declarant to annex any portion of additional property to the Property is subject to the following provision:

(i) The Declarant's option, right and privilege to annex Additional Property shall terminate and expire on December 31, 2054.

(ii) The Declarant may annex any portion of the Additional Property at different times and in any sequence desired by the Declarant without regard to whether or not the portion of the Additional Property being annexed is contiguous to the Property.

D. Any and all Lots, Common Areas or Common Facilities located on any Additional Property shall be subject to the provisions and scheme of this Declaration and to the jurisdiction, functions, duties, obligations and membership of the Association.

E. The Declarant shall not be required to obtain any consent or approval of any Owner or any other Person, including any Mortgagee, to annex any Additional Property.

Section 27. Intentionally Omitted.

Section 28. Construction of. This Declaration, including all Covenants and Restrictions and Reservations appearing herein, as well as those in any deed for any Lot, shall be construed together, but if any one of the same shall be held to be invalid or for any reason not enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect. Further, the headings herein are for convenience only, and shall have no bearing on the enforceability of the provisions of these covenants.

Section 29. Lessee's Use. The Declarant and any owner may lease a residence. Any lease of a residence shall be for a term of at least one (1) year. All lessees of a residence on any Lot shall be subject to all the terms, conditions, and provisions contained in this Declaration and shall abide by and comply with this Declaration. Any lessee who fails to comply with the terms and conditions of this Declaration shall be subject to the enforcement provisions contained herein. Any lease shall be approved by Declarant in advance in writing.

Section 30. Duration. This Declaration, and the Covenants and Restrictions contained herein, shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant and any Lot Owner, and their respective legal representatives, heirs, successors, and assigns, for an initial term ending December 31, 2054, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless an instrument signed by a majority of the then Lot Owners has been recorded in the Office of the Chancery Clerk of Madison County, Mississippi, agreeing to abolish and terminate this Declaration and the Covenants and Restrictions set forth herein. Notwithstanding the foregoing, no such agreement to abolish and

terminate this Declaration and the Covenants and Restrictions set forth herein shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment and termination.

Section 31. Amendments. Notwithstanding anything contained herein to the contrary, this Declaration and the Covenants and Restrictions set forth herein may be amended, modified and/or supplemented either: (i) by the Declarant, at any time prior to December 31, 2034, or (ii) by the affirmative vote of not less than sixty-seven percent (67%) of the Lot Owners. In each case, any such amendment shall be evidenced by a document in writing, properly executed and recorded in the Office of the Chancery Clerk of Madison County, Mississippi. Provided, however, (i) in no event shall any amendment affect, subordinate, or be in derogation of Declarant's rights as reserved in Section 25 and/or 26, and (ii) no amendment to Section 1 of this Declaration shall be valid without the prior written approval of the Madison County Board of Supervisors and/or the Madison County Zoning Administrator.

Section 32. Enforcement of Declaration.

A. Compliance. If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner, lessee or other persons, then each of the other Owners, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. If any structure or other improvement located on any portion of the Property, including any Lot, violates any provision of this Declaration, then the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to abate or remove such structure or other improvement at the cost and expense of the Owners of the Lot where such structure or improvements is located or who otherwise causes such violation, if the violation is not corrected by such Owners within thirty (30) days after written notice of such violation. Any person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts specified in Section 25 above. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any person for any period of time to enforce any provision of this Declaration shall not be or be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

B. Enforcement. This Declaration shall be enforced by any appropriate proceeding at law or in equity (i) against any person who breaches or violates or threatens to breach or violate any provision of this Declaration, (ii) to recover damages for any such breach or violation, (iii) to collect any amounts payable by any Owner to the Association under this Declaration, including Assessments, attorney's fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of any Owner under this Declaration or otherwise specified in this Declaration, including Section 25, and (iv) to enforce any lien created by this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this

Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. The Declarant, the Association, and each Owner by acceptance of a deed or other conveyance document to a Lot waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

Section 33. Severability. Invalidation of any article or section of this Declaration, or any Covenant or Restriction set forth herein, whether by judgment or court order, shall in no way affect any other provision of this Declaration, which shall remain in full force and effect.

Section 34. Captions and Gender. The captions contained in this Declaration are for convenience only, are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 35. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered five (5) business days after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association; provided, however that notice of meetings need not be mailed by Certified Mail, Return Receipt Requested. Such addresses may be changed from time to time by notice in writing to the Association.

A. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor and the Lot or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(i) Any sixty (60) day delinquency in the payment of assessments or charges owned by the Owner or any Lot on which it holds the mortgage, and as to which delinquency, collection is instituted.

(ii) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(iii) Any proposed action that requires the consent of a specified percentage of mortgage holders.

(iv) The Association may charge a fee, which fee is reasonable in its sole discretion for such notices.

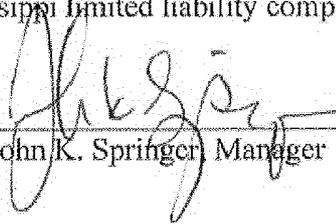
B. Notice of Mortgage. Any holder of a Recorded First Mortgage shall be entitled to notify the Association that such mortgagee holds a mortgage on a Lot.

[EXECUTION PAGE FOLLOWS]

WITNESS THE SIGNATURE OF THE DECLARANT, effective as of the date first set forth above.

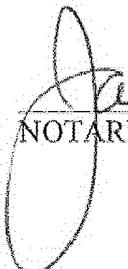
DECLARANT:

CCF, LLC,
a Mississippi limited liability company

By: 
John K. Sprifger, Manager

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 15th day of April 2024, within my jurisdiction, the within named John K. Springer, who acknowledged that he is the Manager of CCF, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed and delivered the above and foregoing instrument, after having first been duly authorized by said limited liability company so to do.


NOTARY PUBLIC JAMES V. SMITH
ID # 70803
Commission Expires July 23, 2027
MADISON COUNTY

My commission expires: _____

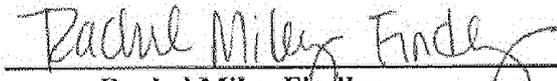
[EXHIBITS "A" AND "B" FOLLOW]

OWNER/PURCHASER OF LOT 3, CRIPPLE CREEK FARMS, SIGNATURE PAGE
TO BE ATTACHED TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CRIPPLE CREEK FARMS SUBDIVISION

WITNESS THE SIGNATURE OF THE PURCHASERS, as of the 19th day of April 2024.



Lewis Aaron Findley



Rachel Miley Findley

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 19th day of April, 2024, within my jurisdiction, the within named Lewis Aaron Findley and Rachel Miley Findley, who acknowledged that they executed the above and foregoing instrument.





NOTARY PUBLIC

EXHIBIT "A"

A certain parcel of land containing 31.93 acres, more or less, being situated in the East ½ of the Northwest ¼ and in the West ½ of the Northeast ¼ of Section 19, T8N-R3E, Madison County, Mississippi, and being more particularly described as follows:

Begin at an existing ½" iron pin in an existing fence marking the Northeast corner of Lot 101, Deerfield IIIg, a subdivision according to the map or plat thereof, on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, as now recorded in Plat Cabinet D at Slide 149; from said POINT OF BEGINNING, run thence South 89 degrees 30 minutes 11 seconds West along said existing fence for a distance of 60.07 feet to an existing ½" iron pin; run thence South 89 degrees 33 minutes 49 seconds West along said existing fence and along the North line of said Deerfield IIIg for a distance of 453.22 feet to an existing ½" iron pin marking the Northwest corner thereof; said point also being the Northeast corner of Deerfield IIIId, a subdivision according to the map or plat thereof, on file and of record in the aforesaid Chancery Clerk's office, as now recorded in Plat Cabinet C at Slide 160; leaving said North line of Deerfield IIIg, run thence South 89 degrees 33 minutes 23 seconds West along said existing fence and along the North line of said Deerfield IIIId for a distance of 101.03 feet to an existing ½" iron pin; run thence North 64 degrees 16 minutes 12 seconds West along said existing fence and along said North line of Deerfield IIIId for a distance of 452.22 feet to an existing ½" iron pin on the East line of Deerfield IIIc, a subdivision according to the map or plat thereof, on file and of record in the aforesaid Chancery Clerk's office, as now recorded in Plat Cabinet C at Slide 156; leaving said North line of Deerfield IIIId, run thence along said existing fence and said East line of Deerfield IIIc the following bearings and distances: North 04 degrees 26 minutes 09 seconds West for a distance of 98.28 feet to an existing ½" iron pin; North 02 degrees 33 minutes 47 seconds West for a distance of 70.32 feet to an existing ½" iron pin; North 02 degrees 37 minutes 18 seconds West for a distance of 399.33 feet to an existing ½" iron pin; North 02 degrees 04 minutes 04 seconds West for a distance of 310.40 feet to an existing ½" iron pin marking the Northeast corner thereof; leaving said East line of Deerfield IIIc, run thence North 02 degrees 04 minutes 26 seconds West along said existing fence for a distance of 202.45 feet to a set ½" iron pin; leaving said existing fence, run thence North 07 degrees 20 minutes 57 seconds East for a distance of 42.51

feet to a set ½” iron pin; run thence South 89 degrees 57 minutes 31 seconds West for a distance of 13.69 feet to a set ½” iron pin; run thence North 00 degrees 02 minutes 16 seconds West for a distance of 37.21 feet to a set ½” iron pin marking the Northwest corner of the aforesaid Northwest ¼ of Section 19; run thence North 89 degrees 54 minutes 28 seconds East along the North line of said Northwest ¼ of Section 19 and along the North line of the aforesaid Northeast ¼ of Section 19 for a distance of 1,507.70 feet to a set ½” iron pin; leaving said North line of the Northeast ¼ of Section 19, run thence South 00 degrees 02 minutes 16 seconds East for a distance of 1,339.95 feet to a set ½” iron pin in the aforesaid existing fence; run thence South 87 degrees 09 minutes 01 seconds West along said existing fence for a distance of 170.97 feet to a set ½” iron pin; run thence South 16 degrees 16 minutes 49 seconds West along said existing fence for a distance of 2.63 feet to a set ½” iron pin; run thence South 89 degrees 19 minutes 48 seconds West along said existing fence for a distance of 259.56 feet to the POINT OF BEGINNING, containing 44.93 acres, more or less.

Less and except a five (5.00) acre tract of land as described in deed recorded in Deed Book 2148 at Page 778, on file and of record in the aforesaid Chancery Clerk’s office.

Further less and except an eight (8.00) acre tract of land as described in deed recorded in Deed Book 495 at Page 22, on file and of record in the aforesaid Chancery Clerk’s office.

Access to North Old Canton Road is provided by that certain perpetual and non-exclusive Right of Way and Easement Grant recorded in Book 4287 at Page 657 on file and of record in the aforesaid Chancery Clerk’ office and being more particularly described on Exhibit “B” attached hereto and made a part hereof by reference.

[EXHIBIT “B” FOLLOWS]

EXHIBIT "B"

A certain twenty foot (20') wide perpetual easement for the purpose of ingress and egress situated in the Southwest 1/4 of the Southwest 1/4 of Section 18, T8N-R3E and in the North 1/2 of the NW 1/4 of Section 19, T8N-R3E, Madison County, Mississippi; said twenty foot (20') wide easement being ten feet (10') left and right of the centerline of which being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 19, T8N-R3E according to the original boundary survey of the Deerfield properties and run thence North along the West line of said Northeast 1/4 of the Northwest 1/4 for a distance of 1,264.36 feet to a point; run thence East for a distance of 11.31 feet to the Point of Intersection of a fence and an existing access road; said point being the POINT OF BEGINNING of the centerline of the herein described twenty foot (20') wide perpetual easement for the purpose of ingress and egress; from said POINT OF BEGINNING, run thence the following bearings and distances along said centerline of an existing access road: North 75 degrees 42 minutes 39 seconds West for a distance of 23.62 feet; North 61 degrees 07 minutes 01 seconds West for a distance of 56.59 feet; North 36 degrees 11 minutes 08 seconds West for a distance of 35.39 feet; North 05 degrees 11 minutes 27 seconds West for a distance of 41.32 feet; North 04 degrees 39 minutes 03 seconds East for a distance of 159.77 feet; North 00 degrees 46 minutes 52 seconds West for a distance of 49.09 feet; North 14 degrees 50 minutes 16 seconds West for a distance of 54.06 feet; North 27 degrees 21 minutes 46 seconds West for a distance of 46.21 feet; North 43 degrees 59 minutes 05 seconds West for a distance of 60.31 feet; North 59 degrees 02 minutes 39 seconds West for a distance of 66.25 feet; North 72 degrees 04 minutes 54 seconds West for a distance of 67.72 feet; North 83 degrees 40 minutes 34 seconds West for a distance of 77.65 feet; South 82 degrees 24 minutes 31 seconds West for a distance of 73.51 feet; South 69 degrees 25 minutes 16 seconds West for a distance of 67.42 feet; South 64 degrees 22 minutes 02 seconds West for a distance of 117.93 feet; South 60 degrees 46 minutes 42 seconds West for a distance of 100.91 feet; South 58 degrees 29 minutes 07 seconds West for a distance of 110.30 feet; South 57 degrees 19 minutes 08 seconds West for a distance of 129.31 feet; South 52 degrees 57 minutes 18 seconds West for a distance of 126.63 feet; South 46 degrees 24 minutes 08 seconds West for a distance of 140.27 feet; South 38 degrees 26 minutes 20 seconds West for a distance of 84.02 feet; South 27 degrees 54 minutes 24 seconds West for a distance of 75.30 feet; South 17 degrees 41 minutes 47 seconds West for a distance of 59.75 feet; South 09 degrees 31 minutes 31 seconds West for a distance of 67.57 feet; South 01 degrees 50 minutes 25 seconds West for a distance of 94.15 feet; South 03 degrees 37 minutes 53 seconds East for a distance of 83.05 feet; South 06 degrees 20 minutes 21 seconds East for a distance of 71.48 feet; South 01 degrees 10 minutes 24 seconds East for a distance of 70.48 feet; South 11 degrees 14 minutes 36 seconds West for a distance of 51.66 feet; South 44 degrees 46 minutes 14 seconds West for a distance of 40.12 feet; South 69 degrees 11 minutes 09 seconds West for a distance of 34.76 feet; South 86 degrees 44 minutes 56 seconds West for a distance of 9.29 feet to a point on the East right-of-way line of Old Canton Road; said point being the POINT OF TERMINUS of the centerline of the herein described twenty foot (20') wide perpetual easement for the purpose of ingress and egress, containing 1.077 acres, more or less.

MADISON COUNTY, MS RONNY LOTT
I CERTIFY THIS INSTRUMENT WAS FILED ON 5/12/2024 10:37:00 AM AND RECORDED IN W BOOK 4435 PAGE 908