



STATE OF MISSISSIPPI 12:11 P M 8-16- 201 6
LAWRENCE COUNTY
IN B A 184 .P. 19
I CERTIFY THIS INSTRUMENT WAS
FILED FOR RECORD BY Kevin Rayborn CHY. CLK.
KG

DECLARANT:

MS Cypress Point Development, LLC
5436 I-55 North Frontage Road
Jackson, Mississippi 39211
Phone No.: (601) 832-1801

INDEXING INSTRUCTIONS:

SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Fractional Section 17, Township 8 North, Range 11 East, Lawrence County, Mississippi

**THIS INSTRUMENT WAS PREPARED BY, AND
AFTER RECORDING SHOULD BE RETURNED TO:**

BRUNINI, GRANTHAM, GROWER & HEWES, PLLC
190 East Capitol Street, Suite 100
Post Office Drawer 119
Jackson, Mississippi 39205-0119
Telephone: (601) 948-3101
Attn: Mark M. Hosemann
MS Bar #: 103537

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CYPRESS POINT RIVER CLUB**

This Declaration of Covenants, Conditions and Restrictions for Cypress Point River Club ("Declaration") is made on this 10th day of August, 2016, by MS Cypress Point Development, LLC, a Mississippi limited liability company ("Declarant").

The Declarant desires to create and develop a residential and recreational community on the property more particularly described in Exhibit A attached hereto (the "Property") which shall have a designated

common area ("Common Area") for the benefit of the Cypress Point River Club (the "Club"). The Declarant desires to provide for the preservation of the values and amenities in, and the enhancement of the charm and beauty of, the Club, and for the designation, administration and maintenance of the Common Area. Therefore, the Declarant desires to subject the Property, including any and all improvements constructed or to be constructed on the Property, to the covenants, conditions, restrictions, uses, limitations, obligations, easements, servitudes, charges, assessments and liens contained in this Declaration which individually and collectively are for the benefit of the Property, each owner of a lot within the Property (each a "Lot"), and the Declarant.

The Declarant desires the efficient preservation of the values and amenities in the Club. Therefore, the Declarant has created and organized Cypress Point River Club Homeowners Association, Inc., a Mississippi nonprofit corporation ("Association"), and has delegated and assigned certain powers and duties created by and in this Declaration to the Association for the administration and maintenance of the Common Areas, the administration and enforcement of the provisions of this Declaration, and the determination, collection and disbursement of annual dues, special assessments and other charges.

Now, therefore, the Declarant declares that the Property is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered, and improved subject to the provisions of this Declaration which (i) is agreed and declared to be beneficial for and in aid of the development of the residential community and the improvements of the Property, (ii) shall be deemed to run with and bind the Property, and (iii) shall inure to the benefit of the enforceable by the Declarant, its successors and assigns, and each person or entity who has or acquires any interest in any portion of the Property or the improvements on the Property, including the Association, any owner of a Lot and any person or entity who holds such interest solely as security for the performance of an obligation or the payment of a debt.

COVENANTS

1. The members of the Association (each a "Member") shall be and consist of every owner of record of fee title to a Lot. The Association will be governed in accordance with its Articles of Incorporation, Bylaws, and this Declaration, as each may be amended from time to time. When one or more owner holds a fee simple interest in a Lot, each such owner shall be a Member of the Association. Each Lot will be entitled to one (1) vote in matters voted on by the Members of the Association. Membership in the Association shall be appurtenant to the ownership of a Lot. A membership in the Association shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

2. The Common Areas of the Club and the roads on the Property shall be owned by the Association. The maintenance and upkeep of the Common Areas and roads shall be the responsibility of the Association. The use of the Common Areas of the Club shall be subject to rules and regulations promulgated by the Board of Directors of the Association (the "Board of Directors") from time to time; provided, however, that each Member shall have equal access to and use of the Common Areas and roads owned by the Association and any personal property owned by the Association for use in the Common Areas.

3. Except for the Common Areas of the Club, each Lot shall be used for residential and recreational purposes only. Each Lot is allowed to construct one dwelling for recreational or residential purposes. No building erected on said Lot shall be erected nearer than 30 feet to the dry-land boundary lines of said Lot. For purposes of this covenant, eaves, steps and open porches shall be considered as part of the building. No building shall be erected, altered, placed or permitted to remain on any Lot other than a residential dwelling not exceeding two stories in height and ancillary structures otherwise allowed pursuant to these covenants. Said Lots shall not be occupied or used for any commercial or business purposes.

4. No main residential structure shall be permitted on any Lot, the habitable, heated and cooled, floor space of which, exclusive of basements, porches and garages, is less than 750 square feet in the case of a one-story residential structure. Appropriate ancillary buildings with no minimum dimensions in keeping with the architecture of the principal building shall be permitted; provided, however, that no used or previously erected or temporary house, structure, or non-permanent out building shall be placed, erected or allowed to remain on any of the land except during construction periods and no dwelling nor house shall be occupied in any manner prior to its completion. No structure of a temporary nature or vehicle shall be used as a residence. All dwellings will be finished in their entirety before they can be occupied and shall be completed within one year from the time construction commences.

5. Certain portions of the Property have been designated as wetlands. Each Lot contains such wetlands areas. The areas designated as wetland are considered jurisdictional by the U.S. Army Corps of Engineers as indicated in the preliminary jurisdictional determination MVK-2015-754, issued on December 8, 2015. Any activity that discharges fill or disturbs the sub-surface of the soil on the Property (road construction, land clearing, filling, ditching, etc.) is regulated and requires authorization from the U.S. Army Corps of Engineers Vicksburg District prior to activity. Each Member must comply with such requirements to the extent necessary prior to undertaking any such activity with respect to such Member's Lot. The jurisdictional wetland status is not related to flooding and only indicates areas that exhibit sufficient wetland indicators. Portions of the Property not designated as wetland may be subject to flooding. Typically, jurisdictional determinations are valid for a period of five years from the date of issuance. It is the responsibility of the Member to determine the then-current determination and applicable regulations and requirements prior to undertaking activities of the nature described above with respect to such Member's Lot.

6. Natural vegetation and condition of land shall at all times be preserved except that actual building sites and necessary driveways, walkways and reasonable yard space associated therewith may be cleared. The Members owning a Lot are responsible for maintaining the area within 50' of any dwelling on that Lot in a neat and orderly fashion.

7. No animals other than domestic pets shall be allowed to be kept on any Lot. Domestic pets may be kept provided the animals and property upon which they are kept are maintained in a sanitary manner so as not to be offensive to residents of the immediate area. All such animals kept must be fenced in or otherwise prevented from straying from the Lot upon which they are kept. Kennels, shelters and pens are to be kept within the designated building set back lines and will not be constructed between a main residence and roadway. No animals shall be chained or restrained in a way that would be a nuisance to the development. At all times, owners of domestic pets kept on the property must be able to exhibit current rabies vaccination documentation from a licensed veterinarian.

8. With the exception of the use of self-contained recreational vehicles or trailers for periods allowed by the covenants, no Lot may be inhabited unless a sewerage disposal system, chemical sanitary system, cesspool, or septic tank approved as to design, capacity, location, and construction by all proper health agencies of the State of Mississippi and Lawrence County has been installed and is being maintained in accordance with health regulatory agency standards. In the case of self-contained recreational vehicles, sanitary chemical sewerage holding tanks shall not be emptied onto the lands, but shall be emptied into an approved sewerage disposal system, cesspool, or septic tank. Before occupancy of any home, a sewerage disposal system shall be installed in conformity with the minimum standards required by the County or State Boards of Health.

9. No Lot shall be used for any noxious or offensive activity and nothing shall be done on said lands which is a nuisance or might become a nuisance to other Members or to the owner or owners of any of the surrounding lands including the accumulation and disposal of trash, rubbish, garbage, and junked automobiles. Refuge containers shall be kept in garages or in enclosures. Members shall be responsible for complying with the county procedures for garbage pickup.

10. Only professional signs advertising the property for sale and identifying the development shall be allowed. Individual Lot signs advertising for sale shall be six (6) square feet or less. No other billboards or signs of any character shall be erected, placed or permitted on any Lot or building other than a nameplate of the occupant of any residence, provided no such nameplate shall exceed 3 square feet in size.
11. Recreational vehicles, travel trailers and tents are permitted for recreational use only and shall not be set up for permanent, year-round use. Recreational vehicles and travel trailers may be used for residential purposes only by Members and only during the period of construction of a residential dwelling on the Lot owned by such Members.
12. For any vehicle kept on the Property, such vehicle shall maintain a current and valid license and title issued by the appropriate state agency, which would permit such vehicle to operate on the highways of the State of Mississippi. Vehicles, whether automotive or ATVs, which are inoperative shall not be kept on the premises unless parked in a garage or enclosed carport.
13. No natural stream traversing any Lot shall be dammed, blocked, obstructed, or diverted so as to cause it to cease to flow in its natural channel.
14. Construction of any structure shall not be commenced without prior written approval of the plans thereof, as indicated thereon, by the Declarant until such time as the Declarant holds an ownership interest in less than forty (40%) percent of the original twenty-five (25) Lots. Thereafter, such approval must be obtained from the Architectural Review Committee selected by the Board of Directors pursuant to the Bylaws of the Association. Members will be assessed a fine of \$100 per month penalty for beginning construction without approval of plans from the Architectural Review Committee.
15. All covenants shall be binding upon all persons owning any portion of the Property until January 1, 2036, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless changed or terminated by a vote of the two-thirds (2/3) of the Voting Members, as such term is defined in the Bylaws of the Association. Prior to January 1, 2036, these covenants may only be amended or terminated by a vote of seventy-five percent (75%) of Voting Members.
16. Nothing herein contained shall be construed as preventing the Declarant, the developer, or their assigns from maintaining upon the Property, at such locations thereon as they may see fit, for a reasonable period during the sale of Lots, a sales office and billboards or signs advertising said Lots for sale.
17. The land adjacent to the Property on the north side is private property owned and occupied by private landowners. This landowner and its invited guests use said land for recreational purposes daily, year round, during both daylight and dark hours. Exterior boundaries of the Property are bounded by barbed-wire fencing. These fences are the property of the adjacent landowner and may not be removed or tampered with.
18. Hunting, target practice, and any discharge of firearms for recreational purposes is strictly prohibited on the Property.
19. During construction on a Lot, rubbish shall be stored and removed in accordance with regular construction industry practices; provided, however, that under no circumstances shall construction rubbish be dumped in the Common Area dumpster. Other than during construction, there shall not be any stockpiling and storage of materials or trash. Dumping of rubbish anywhere on the Property other than the Common Area dumpster is strictly prohibited.
20. No Member shall be required to fence his/her Lot. Any perimeter fencing and cross fencing shall be constructed and maintained in a good and workmanlike manner. Such fencing shall be constructed of materials of the Member's choosing; provided however, in no event shall such fencing consist of razor wire or

be constructed in a "game proof" manner. In the case of chain-link materials, fence shall be black, green or brown in color. No temporary fence of any kind shall be permitted on any Lot.

21. Piers, boat sheds, docks and/or boat tie-ups shall be allowed to be installed into or on the Pearl River as long as such structures are permitted by the applicable regulatory agency. The design and plans of such structures shall be approved in accordance with Paragraph 14 of this Declaration.

22. Utilities for use by Members are as follows.

- a. Water will be provided initially via Sontag Wanilla Water Association, Inc. Each Member will be individually responsible for their water usage.
- b. Electricity will be provided initially via above ground power lines from Southern Pine Electric Power Association within the right of way easements in the development. Each Member will be responsible for their own electrical uses to/from their home site.
- c. There is no gas utility service available to the Property. The Members will be required to adequately reinforce propane tanks in order to minimize the risk of tanks floating off during high water. The use of elevated tanks is discouraged, but if used such tanks shall be concealed from view of the adjoining Lots, roads or river.
- d. Internet, cable, satellite services and all other utility services not expressly addressed herein are the responsibility of each Member. Installation of devices to provide such services shall be discrete and not intrusive to the other Members.

23. The Members will be required to pay annual dues to the Association in an amount determined by the Board of Directors each year, to be due and payable on February 15 of each year. This annual amount may be adjusted by the Association as deemed necessary by the Board of Directors in its sole and absolute discretion; provided that the dues shall be equal for each Lot. Annual Association dues will cover expenses including, but not be limited to, maintenance for easement roads and gates, maintenance of the Common Area and costs to insure the Common Area, other assets of the Association and the Directors and officers of the Association. Failure to pay the annual Association dues will subject the Member to a lien against such Member's Lot. In addition to annual dues, the Association may levy special assessments against Members for amounts necessary for Club expenses arising outside of the ordinary course, as deemed necessary by the Board of Directors in its sole and absolute discretion, provided that any such assessments shall be equal for each Lot. The Declarant shall not be responsible for paying annual Association dues or any assessments allocated or assessed by the Board of Directors under any circumstances, regardless of the number of Lots owned by the Declarant.

24. Invalidity of any of these covenants by judgment of court order shall, in no way affect any of the other provisions, which shall remain in full force and effect.

25. Nothing contained herein shall be construed as creating any obligation on the part of the Declarant to enforce these covenants. The purchasers of the Lots, for themselves, their heirs, successors and assigns, by the acceptance of the conveyance of the Lot, agree to be bound by the covenants contained herein and are the primary enforcers of these covenants.

IN WITNESS WHEREOF, this of Declaration of Covenants, Conditions and Restrictions has been executed by the Declarant on the date in the acknowledgment of the Declarant's signature below and is to be effective as of the date first stated above.

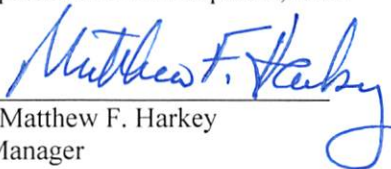
DECLARANT:

MS Cypress Point Development, LLC

By :

Name: Matthew F. Harkey

Title: Manager



STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 10th day of August, 2016, within my jurisdiction, the within named Matthew F. Harkey, who acknowledged to me that he is a Manager of MS Cypress Point Development, LLC, a Mississippi limited liability company, and that in such representative capacity, having been duly authorized to do so, he executed the above and foregoing instrument.



Notary Public

My commission expires:

5/7/18

(seal)



Exhibit A

Property Description

A parcel of land situated in fractional Section 17, Township 8 North, Range 11 East, Lawrence County, Mississippi and is more particularly described as follows:

Commencing from a 10" Post found at the Northwest corner of fractional Section 17, Township 8 North, Range 11 East, Lawrence County, Mississippi; thence East, a distance of 645.34 feet; thence South, a distance of 1,845.46 feet to the Point of Beginning; thence along a curve to the right 358.87 feet, having a radius of 1403.98 feet, a delta of 14°38'42", a tangent of 180.42 feet, a chord distance of 357.89 feet, a chord bearing of S86°02'47"E; thence along a curve to the right 120.10 feet, having a radius of 225.87 feet, a delta of 30°27'52", a tangent of 61.51 feet, a chord distance of 118.69 feet, a chord bearing of S63°29'30"E; thence along a curve to the left 102.48 feet, having a radius of 290.07 feet, a delta of 20°14'28", a tangent of 51.78 feet, a chord distance of 101.94 feet, a chord bearing of S58°22'48"E; thence S68°30'02"E, a distance of 238.59 feet; thence along a curve to the left 37.72 feet, having a radius of 290.00 feet, a delta of 7°27'12", a tangent of 18.89 feet, a chord distance of 37.70 feet, a chord bearing of S72°13'38"E; thence S75°57'14"E, a distance of 76.81 feet; thence along a curve to the left 135.60 feet, having a radius of 300.00 feet, a delta of 25°53'49", a tangent of 68.98 feet, a chord distance of 134.45 feet, a chord bearing of N76°15'45"E; thence N63°18'50"E, a distance of 237.89 feet; thence along a curve to the right 90.90 feet, having a radius of 270.87 feet, a delta of 19°13'38", a tangent of 45.88 feet, a chord distance of 90.47 feet, a chord bearing of N72°55'39"E; thence along a curve to the right 130.32 feet, having a radius of 91.18 feet, a delta of 81°53'37", a tangent of 79.11 feet, a chord distance of 119.51 feet, a chord bearing of S56°30'43"E; thence along a curve to the right 273.51 feet, having a radius of 915.23 feet, a delta of 17°07'21", a tangent of 137.78 feet, a chord distance of 272.49 feet, a chord bearing of S7°00'14"E; thence along a curve to the left 120.23 feet, having a radius of 92.07 feet, a delta of 74°49'23", a tangent of 70.42 feet, a chord distance of 111.87 feet, a chord bearing of S35°51'15"E; thence S73°15'56"E, a distance of 177.96 feet; thence N71°35'58"E, a distance of 435.61 feet; thence N70°44'43"E, a distance of 326.90 feet; thence N80°48'30"E, a distance of 512.77 feet; thence S2°21'36"W, a distance of 198.75 feet; thence S8°32'43"E, a distance of 217.88 feet; thence S21°06'31"E, a distance of 203.42 feet; thence S40°02'43"E, a distance of 218.50 feet; thence S42°19'03"E, a distance of 214.45 feet; thence S45°53'41"E, a distance of 220.19 feet; thence S51°59'00"E, a distance of 226.99 feet; thence S60°19'25"E, a distance of 246.17 feet; thence S64°34'08"E, a distance of 260.74 feet; thence S64°26'38"E, a distance of 260.26 feet; thence S60°23'11"E, a distance of 101.27 feet; thence S37°55'50"E, a distance of 255.09 feet; thence S45°48'54"E, a distance of 320.86 feet; thence S29°45'24"E, a distance of 133.00 feet; thence S18°07'30"W, a distance of 155.73 feet; thence S48°26'14"W, a distance of 301.09 feet; thence S59°58'49"W, a distance of 245.30 feet; thence S83°11'42"W, a distance of 277.14 feet; thence N89°30'55"W, a distance of 477.52 feet; thence S84°41'28"W, a distance of 400.41 feet; thence S88°38'20"W, a distance of 381.30 feet; thence N72°23'35"W, a distance of 476.09 feet; thence N43°40'42"W, a distance of 416.46 feet; thence N26°57'31"W, a distance of 565.30 feet; thence N23°05'47"W, a distance of 252.80 feet; thence N17°17'37"W, a distance of 416.61 feet; thence N31°36'44"W, a distance of 203.96 feet; thence N36°51'42"W, a distance of 383.32 feet; thence N56°28'59"W, a distance of 211.23 feet; thence N87°46'13"W, a distance of 158.87 feet; thence N6°44'10"W, a distance of 471.07 feet; thence N77°33'37"W, a distance of 81.85 feet; thence along a curve to the right 52.18 feet, having a radius of 330.00 feet, a delta of 9°03'35", a tangent of 26.14 feet, a chord distance of 52.13 feet, a chord bearing of N73°01'50"W; thence N68°30'02"W, a distance of 238.59 feet; thence along a curve to the right 116.61 feet, having a radius of 330.07 feet, a delta of 20°14'28", a tangent of 58.92 feet, a chord distance of 116.00 feet, a chord bearing of N58°22'48"W; thence along a curve to the left 98.83 feet, having a radius of 185.87 feet, a delta of 30°27'52", a tangent of 50.61 feet, a chord distance of 97.67 feet, a chord bearing of N63°29'30"W; thence along a curve to the left 350.63 feet, having a radius of 1363.98 feet, a delta of 14°43'43", a tangent of 176.29 feet, a chord distance of 349.66 feet, a chord bearing of N86°05'18"W; thence N0°31'30"W, a distance of 40.05 feet back to the Point of Beginning, said entire Parcel contains 132.54 acres more or less.