

VicTerra Holdings, LLC

Protective Covenants, Deed Restrictions and Reservations

It will be to the advantage of all parties hereto and their successors entitled that the following express conditions, protective covenants, deed restrictions and reservations be established as to the property referenced herein, more particularly described in the Sales Agreement between seller and purchaser, to create uniformity of use and ownership in order to avoid conflict and to protect property values.

NOW THEREFORE, in consideration of the benefits to accrue to the owners of said property and their successors entitled and other good and valuable and sufficient consideration, seller does hereby establish the following express conditions, covenants, restrictions and reservations on the property.

Property: 10 +/- acres Victoria Rd. owned by VicTerra Holdings, LLC, S-22-T3S-R4W, Marshall County, MS

This property shall be for single family residential use with customary outbuildings and/or agricultural use only. No commercial use is permitted.

Stick built homes or barndominiums only with a minimum of 2,000 sf heated and cooled square feet for each home. No mobile or modular homes shall be permitted.

No building shall be located nearer than 75 feet from the centerline of county road, nearer than 75 feet from each side property line, or nearer than 30 feet from the rear property line. Outbuildings must be at least 30 feet behind the back line of the residence.

No noxious, offensive or hazardous activity shall be carried out upon any lot, nor shall anything be done thereon which may be, or become, an annoyance, nuisance or hazard to the neighborhood.

Pets such as dogs or cats may be kept, providing owners restrict their movements to the subject property, and that they are not kept, bred or maintained for commercial purposes. Livestock such as horses or cows will be permitted on lots of 5 acres or more, but no more than one large animal per acre. or Poultry shall be permitted as long as no roosters and no raising of poultry is done for the purpose of resale. The poultry shall be a penned flock and no free ranging animals shall be permitted. Said poultry flock shall not exceed 20 hens. NO swine shall be permitted.

If a lot is in excess of 5 acres, it may be subdivided one time after 10 years from purchase date but any subdividing shall be subject to the then existing laws, rules and regulations of Marshall County zoning and planning authorities (and State and/or Federal laws and regulations, if applicable). It shall be the responsibility of the purchaser to obtain the necessary approvals for subdividing from the proper authorities. Seller shall have no obligation or responsibility to assure subdividing the property can take place.

No structure shall be allowed to remain in an unfinished state, said determination being at seller's sole discretion.

Lots must be maintained in an orderly and clean condition. No inoperable or unlicensed vehicles or parts of same shall be permitted to be stored on property. Likewise, no stacks or piles of goods, materials, etc shall be permitted. Said determination at seller's sole discretion.

Vehicles and trailers must be parked behind the front line of the residence, and large items, such as RVs, Tractor Trailers, earth moving equipment, etc. must be parked out of site from the road or from other lots, but may be temporarily on the property for no more than one week twice per year.

Culverts, drives, wells, sewage and/or septic treatment systems are to be county approved, and are the responsibility of the purchaser.

Purchaser of any lot containing a creek, drainage channel, dam, lake or pond agrees to accept same in "as is" condition upon the transfer of title, and shall be responsible for the maintenance thereof.

Seller owns one-half the mineral rights on subject property, and retains one-half of that, or 25%.

Seller has contracted the sale (or may contract the sale) of Carbon Credits on the property located in S-22, T3S, R4w, Marshall County, MS. Seller retains the rights to said Carbon Credits (also referred to as Deferred Harvest Credits) through March 31, 2027.

The seller must approve, in writing, any use not conforming to these Protective Covenants and Deed Restrictions.

Failure to enforce any provision hereof shall not be a waiver or act as an estoppel of future enforcement.

These covenants shall run with the land and be binding upon all who take title.

The seller, at its sole discretion, may amend, change or waive any restriction as it deems necessary.

ACCEPTED AND AGREED:

Purchaser(s): _____

Print Name _____ Date _____

Print Name _____ Date _____

Seller: _____