

This instrument prepared by and return to:
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wpdocs/homeowner'sassociation/deltalandingccr

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
DELTA LANDING SUBDIVISION

Grantor: Delta Landing, LLC
P.O. Box 488
Nesbit, MS 38651
662-429-9900

Grantee: Delta Landing Residential Homeowner's Association, Inc.
P.O. Box 488
Nesbit, MS 38651
662-429-9900

INDEXING INSTRUCTIONS: NW 1/4 and NE 1/4 of Section 31, Township 2 South, Range 7 West, DeSoto
County, Mississippi

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
DELTA LANDING SUBDIVISION
(RESIDENTIAL ONLY)

THIS DECLARATION, made on the date hereinafter set forth by DELTA LANDING, LLC, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner for certain property described below, in DeSoto County, State of Mississippi, which is more adequately described as:

Property description of part of the William E. Gerber Family Trust property as described in Book 661 Page 35 (Parcel 1) in Section 31, Township 2 South, Range 7 West, in Hernando, DeSoto County, Mississippi

Beginning at an iron pin found at the Northwest corner of Section 31 Township 2 South Range 7 West, DeSoto County, Mississippi; thence south 89 degrees 54 minutes 17 seconds east, and along the north line of Section 31 a distance of 5160.13 feet to a point in the west line of McIngvale Road (right of way varies); thence south 00 degrees 16 minutes 03 seconds west, and along the west line of McIngvale Road a distance of 175.82 feet to a point of curvature; thence in a southeastwardly direction along the west line of McIngvale Road along a curve to the left having a radius of 2053.00 feet, a distance of 659.47 feet (chord= south 08 degrees 56 minutes 05 seconds east, 656.64 feet) to a point of tangency in the west line of McIngvale Road; thence south 18 degrees 08 minutes 14 seconds east, a distance of 560.89 feet to a point in the centerline of Hurricane Creek; thence westwardly general with the centerline of Hurricane Creek the following calls:

South 69 degrees 54 minutes 06 seconds west a distance of 558.67 feet to a point;
Thence south 80 degrees 15 minutes 55 seconds west a distance of 142.74 feet to a point;
Thence south 63 degrees 40 minutes 31 seconds west a distance of 222.12 feet to a point;
Thence south 73 degrees 19 minutes 57 seconds west a distance of 238.44 feet to a point;
Thence south 68 degrees 27 minutes 02 seconds west a distance of 215.65 feet to a point;
Thence south 65 degrees 01 minutes 19 seconds west a distance of 228.83 feet to a point;
Thence south 74 degrees 43 minutes 13 seconds west a distance of 516.02 feet to a point;
Thence south 63 degrees 37 minutes 10 seconds west a distance of 285.00 feet to a point;
Thence south 66 degrees 09 minutes 53 seconds west a distance of 280.40 feet to a point;
Thence south 74 degrees 51 minutes 23 seconds west a distance of 478.74 feet to a point;
Thence south 62 degrees 01 minutes 53 seconds west a distance of 192.06 feet to a point;
Thence south 71 degrees 25 minutes 39 seconds west a distance of 166.81 feet to a point;
Thence north 85 degrees 40 minutes 10 seconds west a distance of 181.22 feet to a point;
Thence north 84 degrees 39 minutes 31 seconds west a distance of 228.79 feet to a point;
Thence north 65 degrees 32 minutes 26 seconds west a distance of 281.21 feet to a point;
Thence north 52 degrees 43 minutes 24 seconds west a distance of 290.72 feet to a point;
Thence north 73 degrees 53 minutes 50 seconds west a distance of 464.96 feet to a point;
Thence north 72 degrees 40 minutes 15 seconds west a distance of 408.59 feet to a point;
Thence north 62 degrees 50 minutes 28 seconds west a distance of 278.07 feet to a point;
Thence north 50 degrees 01 minutes 37 seconds west a distance of 192.74 feet to a point
in the west line of Section 31; thence north 00 degrees 15 minutes 50 seconds west, a distance
of 1740.25 feet to the point of beginning and containing 10,936.633 square feet / 251.07 acres.

LESS AND EXCEPT:

Delta Landing Subdivision

Surveyor Boundary Description Commercial Parcels 1,2,3

Boundary Description of Commercial Parcels 1,2,3 of the Delta Landing subdivision part of the M&R Builders Jerry McBride, LLC property recorded in Deed Book 975, Page 21 located in the Section 29, Township 2 South, Range 7 West, in Desoto County, Mississippi and is further described as:

Parcel 1

Commencing at a found P.K. nail in the center of Mcingvale Road (106' R.O.W.), said point being the accepted in the southwest corner of said Section 29; thence N90°00'00"W a distance of 53' feet to the point of beginning of the herein described property;

Thence S0°16'03"W a distance of 175.82' feet to a point in a curve;

thence a curve to the left having a radius of 2053' feet, a chord bearing of S2°30'58"E, a chord length of 199.40' feet and a distance along its arc of 199.48' feet;

thence S83°40'04"W a distance of 40.89' feet to point in a curve;

thence a curve to the right having a radius of 1463' feet, a chord bearing of S87°46'41"W, a chord length of 209.73' feet, and a distance along its arc of 209.91' feet;

thence N88°06'41"W a distance of 97.90' feet to a point in curve;

thence a curve to the left having a radius of 537' feet, a chord bearing of S63°32'49"W, a chord length of 509.86' feet, and a distance along its arc of 531.26' feet;

thence S35°12'19"W a distance of 128.45' feet to a point in curve;

thence a curve to the right having a radius of 52.50' feet, a chord bearing of S63°32'48"W, a chord length of 49.85' feet, and a distance along its arc of 51.94' feet to a point in curve;

thence a curve to the left having a radius of 110.50' feet, a chord bearing of S74°10'51"W, a chord length of 67.22' feet, and a distance along its arc of 68.30' feet to a point in curve;

thence a curve to the right having a radius of 52.50' feet, a chord bearing of S71°47'08"W, a chord length of 27.73' feet, and a distance along its arc of 28.06' feet;

thence N0°05'43"E a distance of 767.39' feet;

thence S89°54'17"E a distance of 1005.01' feet to a point, said point being the beginning containing 11.17 acres more or less.

Parcel 2

Commencing at a found P.K. nail in the center of Mcingvale Road (106' R.O.W.), said point being the accepted in the southwest corner of said Section 29; thence S90°00'00"E a distance of 448.37' feet; thence N90°00'00"W a distance of 37.23' feet to the point of beginning of the herein described property;

Thence along a curve to the left having a radius of 2053' feet, a chord bearing of S12°45'06"E, a chord length of 385.38' feet, and a distance along its arc of 385.95' feet;

Thence S18°08'14"E a distance of 560.89' feet to a point;

Thence S71°51'46"W a distance of 246.97' feet to a point in a curve;

Thence a curve to the right having a radius of 334.50' feet, a chord bearing of N85°28'56"W, a chord length of 257.69' feet; and distance along its arc of 264.53' feet;

Thence N62°55'06"W a distance of 535.13' feet to a point in curve;

Thence a curve to the right having a radius of 52.50' feet, a chord bearing of S30°14'48"E, a chord length of 56.68' feet, and distance along its arc of 59.87' feet to a point in curve;

Thence a curve to the left having a radius of 110.50' feet, a chord bearing of S9°32'22"E, a chord length of 45.82' feet, and distance along its arc of 46.15' feet to a point in curve;

thence a curve to the right having a radius of 52.50' feet, a chord bearing of N6°51'02"E, a chord length of 49.87' feet, and distance along its arc of 51.96' feet;

thence N35°12'19"E a distance of 128.40' feet to a point in curve;

thence a curve to the right having a radius of 463' feet, a chord bearing of N63°32'49"E, a chord length of 439.60' feet, and distance along its arc of 458.05' feet;

thence S88°06'41"E a distance of 97.90' feet to a point in curve;

Thence a curve to the right having a radius of 1537' feet, a chord bearing of N87°46'41"E, a chord length of 220.34' feet, and distance along its arc of 220.53' feet;

Thence N83°40'04"E a distance of 40.55' feet to a point, said point being the beginning containing 11.99 acres more or less.

Parcel 3

Commencing at a found P.K. nail in the center of Mcingvale Road (106' R.O.W.), said point being the accepted in the southwest corner of said Section 29; thence S90°00'00"E a distance of 1175.72' feet; thence N90°00'00"W a distance of 28.23' feet to the point of beginning of the herein described property;

Thence S18°08'14"E a distance of 138.71' feet to a point in curve;

thence a non-tangent curve to the left having a radius of 2244.85' feet, a chord bearing of S70°40'20"W, a chord length of 51.08' feet, and distance along its arc of 51.08' feet to a point in curve;

Thence a curve to the right having a radius of 3259.97' feet, a chord bearing of S70°36'41"W, a chord length of 67.25' feet, and distance along its arc of 67.25' feet to a point in curve;

Thence a curve to the right having a radius of 138.05' feet, a chord bearing of S81°59'26"W, a chord length of 51.68' feet, and distance along its arc of 51.99' feet to a point in curve;

thence a curve to the left having a radius of 256.49' feet, a chord bearing of S82°29'21"W, a chord length of 91.63' feet, and distance along its arc of 92.13' feet to a point in curve;

thence a curve to the left having a radius of 257.76' feet, a chord bearing of S64°28'12"W, a chord length of 69.33' feet, and distance along its arc of 69.55' feet to a point in curve;

Thence a curve to the right having a radius of 314.32' feet, a chord bearing of S62°34'12"W, a chord length of 63.85' feet, and distance along its arc of 63.96' feet to a point in curve;

Thence a curve to the right having a radius of 248.46' feet, a chord bearing of S75°41'29"W, a chord length of 63.07' feet, and distance along its arc of 63.24' feet;

Thence N19°39'39"W a distance of 232.49' feet to a point;

Thence N27°04'54"E a distance of 93.02' feet to a point;

Thence S62°55'06"E a distance of 81.37' feet to a point in a curve;

Thence a curve to the left having a radius of 365.50' feet, a chord bearing of S85°31'40"E, a chord length of 281.03' feet, and distance along its arc of 288.46' feet to a point in curve;

Thence N71°51'46"E a distance of 64.96' feet to a point, said point being the beginning containing 1.90 acres more or less.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Delta Landing Residential Homeowner's Association Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the residential portion of the property with the exception of the Common Area. (This declaration is not intended to affect the commercial portion of the properties owned by Declarant.)

Section 5. "Common Area" shall mean to include all such areas as "open space" or COS as shown on the plat of subdivisions as to be recorded hereafter.

Section 6. "Declarant" shall mean and refer to Delta Landing, LLC.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situation upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

In the event the Association is dissolved, the assets thereto shall be dedicated to a public body or conveyed to a non-profit corporation with similar purposes.

No such dedication, dissolution or transfer shall be effective unless an instrument signed by the Declarant (only while he is the owner of at least 1 lot in the subdivision or any property that Declarant owns that may be subject to this declaration in the future) or 51% of of members agreeing to each dedication, dissolution or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-laws or rules and regulations of the Association as promulgated from time to time, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who resided on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to any may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two class of voting membership:

Class A. The Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be case with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when all of the lots have been sold, or
- (b) on January 1, 2050.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special

assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the subdivision, entrances, boundary, fencing and landscaping, and of the homes situated upon the Properties.

Section 3. Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the initial annual assessment shall not exceed \$575.00, per year. However, no annual assessment shall be due by the Declarant or the homebuilder that Declarant has sold the lots to. Said fee may be collected monthly, at the option of the Association and may be adjusted annually by either the Declarant or the Association through its Board of Directors as set forth in its bylaws.

Section 4. Additional Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot in certain subdivision sections of Delta Landing additional assessments shall be due as set forth below.

a. Residential Attached Lots. The lots are identified as Single Family Attached in the attached proposed plat of subdivision.

i. The association will be responsible for the upkeep of the common parking area of said attached lots/residences, roof and exterior painting of the residences.

ii. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the initial additional amount in addition to those identified in Article 4, Section 3) shall not exceed \$1,100.00 per year.

iii. East lot owner shall provide insurance for the residence naming the association as an additional insured.

b. Residential Lots (rear and front load). The lots are identified as Regular Single Family Traditional and Rear in the attached proposed plat of subdivision.

i. The streets alleyway of the rear load lots shall remain private and subject to maintenance by the association. It is the intention that all other streets (except that common parking area above) shall be dedicated public streets.

ii. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the initial additional amount in addition to those identified in Article 4, Section 3) shall not exceed \$75.00 per year.

c. Age Restricted (55+)

i. The lots identified as Age Restricted Single Family in the attached proposed plat of subdivision are intended to provide housing for persons aged fifty-five (55) years of age and older (a "Qualifying Age") as an age-restricted community in compliance with all applicable local, state, and federal laws, including, but not limited to, the HOPA Act. To that end, except as provided in this Article, at least one (1) occupant (each an "Occupant") of each Lot must be of a Qualifying Age. An Occupant, as defined by this Article, is an Owner of the Lot who resides in the Lot as his or her principal place of residency for the majority of any calendar year. The foregoing notwithstanding, if none of the Owners of a Lot are of Qualifying Age and intend to be Occupant of such Lot, then such Owners may make an application to the Board of Directors for a hardship exemption to the restriction in this Article VII. The Board of Directors may grant such a hardship exemption in its sole and reasonable discretion (for example, in cases where an Occupant of a Qualifying Age is survived by a spouse under a Qualifying Age or where the children of a Occupant of a Qualifying inherit the Lot by descent, devise, or the operation of law the Board of Directors may grant a hardship exemption). In no event shall the Board of Directors grant a hardship exemption so that less than eighty percent (80%) of the Lots at Delta Landing 55 are occupied by an Occupant of a Qualifying Age. In the event the Owner of a Lot at which there is no Occupant of a Qualifying Age (a "Non-Qualifying Lot Owner") is granted a hardship by the Board of Directors, then such Non-Qualifying Lot Owner shall be given a signed Certificate of Exemption in the form agreeable to the Association. The recordation of an executed Certificate of Exemption in the Recorder's Office shall be the sole, conclusive proof that a Non-Qualifying Lot Owner has been granted an exemption. Any Non-Qualifying Lot Owner who has not recorded a signed Certificate of Exemption shall be conclusively deemed to be in violation of this

Article. A violation of this Article may be enforced as otherwise proved in the Declaration, as amended. Anything in the Article to the contrary notwithstanding, the occupancy restrictions contained in C above shall not apply to Lot Owners holding title to a Lot who are not a Qualifying Age as of the date of recordation of this Amendment and their respective spouses, siblings, parents, and children (such Owners and their designated relatives who acquire title to the Lot shall be considered Non-Qualifying Lot Owners for the purposes of calculating whether the Board may grant an exemption for a hardship as provided herein).

ii. It is the express intent that the Association be operated as a community for age restricted lots identified in C above for persons who are a Qualifying Age. Consequently, the Board of Directors may, in its reasonable discretion, promulgate and publish certain policies and procedures that demonstrate such intent for Delta Landing 55 is described to prospective purchasers, advertising designed to prospective purchasers, and public posting in the General Areas of signs describing Delta Landing 55 as housing for persons of a Qualifying Age. Further, the Board shall establish a policy and procedure to survey and verify (an "Age Verification Survey") the age of the Occupants of Lots at Delta Landing 55 to ensure that the Association complies with the provisions of the HOPA Act. Such an Age Verification Survey shall occur every other year, beginning in provisions of the HOPA Act. Such an Age Verification Survey shall occur every other year, beginning in 2024 (e.g., every odd year). In verifying the age of the Occupants of a Lot, the Association (in accordance with 24 C.F.R. § 100.307(d)) may rely upon the Occupant's driver's license; birth certificate; passport; immigration card; military identification; any other state, local, nation, or international official documents containing a birth date of comparable reliability; or a certification in a lease, application, affidavit, or other document signed by any member of the household age eighteen (18) or older that at least one person in the Lot is of a Qualifying Age.

iii. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the initial additional amount in addition to those identified in Article 3) shall not exceed \$25.00 per year.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of

a capital improvement or maintenance of the common areas, including fixtures and personal property related thereto. Such assessment shall have the assent of a majority of the Board of Directors .

Section 6. Notice and Quorum for an Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meetings called, the presence of members or of proxies entitled to cast 25 percent (25%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. The provision shall not be in force as long as Declarant retains management of the Association or is the owner of any lot or other property that is subject or may be subject in the future to this declaration.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. However, failure to pay said assessments will not constitute a default under any insured mortgage. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the

property. No owner may waive or otherwise escape liability for the assessments provided by herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding 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 relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Management. The Association may retain the services of a professional management company to manage all aspects of the Association.

Section 12. Authority to Collect Transfer Fee. Except as otherwise provided in this Article, upon the sale and transfer of title to any Lot, after the initial transfer from Declarant, there shall be a transfer fee in the amount of \$300.00 paid to the Association, subject to annual increases (but no decreases) by the Consumer Price Index (or any substitute index). Such transfer fee shall be the personal obligation of the purchasing Owner, and in addition, the Association, shall have a Lien against the Lot to secure payment of such transfer fee. Such Lien shall be prior and superior to all other liens except (a) the Association's Lien for Assessments, and (b) liens of any Deed of Trust and such other liens as have priority over the Association's Lien for Assessments as set forth herein.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. General: No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

The Declarant shall serve as the Architectural Committee as long as he owns any lot or property that may be subject to this declaration. .

ARTICLE VI
COVENANTS AND RESTRICTIONS FOR USE

Section 1. Residential Use and Subdivision of a Lot. No lot shall be used except for private residential purposes. No lot in the planned development shall be subdivided.

Section 2. Prohibited Uses Nuisances. In order to provide for a congenial occupation of the homes within the planned development, and to provide for the protection of the value of the entire development, the use of the residence shall be in accordance with the following provisions:

- a. Said Property is hereby restricted to the residential dwellings with 1800-2000 minimum heated square feet.
- b. All buildings or structures erected upon said lot shall be of new construction, and no buildings or structures shall be moved from their locations onto said Property, and no subsequent buildings or structures of a temporary character, trailer, basement, tent, shack, garages, barn or other out building shall be used on any portion of said Property at any time as a residence either temporarily or permanently.
- c. Minimum 12 in form boards.
- d. Minimum 10/12 roof pitch on all primary gables and hip roofs.
- e. House garage must be Carriage Load or Recessed front load garages.
- f. Garages must be stained or painted same color as trim or an earth tone.
- g. Garage door shall be carriage style doors.
- h. All exterior of houses must be 75% brick.
- i. Brick windowsills and soldiers around all windows.
- j. Shutters must be put on the front of the house.
- k. False shutters must be inset in the brick.
- l. No vinyl siding. All siding must be of fiber cement or composite material.
- m. All houses must have gutters.
- n. All houses must have full front foundation landscape.
- o. All houses must have at least 1 street tree in the front yard.

- p. All the fronts side and rear of lots to be sodded.
- q. All fences must be constructed of 6 ft cedar or pine pickets with 2" x 6" cap and 1" x 4" fascia trim.
- r. Fences to be constructed of cedar or pine wood material.
- s. Fence pickets must be faced on the outs for the public's view side. Post and 2x4 runners are to be faced in away from public view.
- t. All driveways and culvert headwalls are to be washed rock concrete.
- u. Garbage cans must not be left out more than 24 hours.
- v. Garbage cans must be kept out of sight from the road.
- w. No parking on street overnight.

Section 3. Prohibited Uses Nuisances, General.

- a. Each Lot shall be conveyed as a separately designed and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants of record in the Chancery Clerk's Office, DeSoto County, Mississippi.
- b. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or homebuilder to maintain, during the period or the sale of said Lots, upon such portion or the premises as Declarant or homebuilder deems necessary, such facilities, as in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the sale of said Lots, but without limitation, a business office, storage area, construction yard, signs, model units and sales office.
- c. No advertising signage, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activity of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction, sales, or maintenance of any home or building, if any, of Declarant or homebuilder, its agents and assigns during the development and sales period of Lots in the planned development.
- d. All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of adjoining landowners or neighboring streets. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
- e. No antenna of any sort or any window air conditioning units shall be placed, allowed or maintained upon any portion upon the Property nor upon any structure situated upon Property without prior written approval and the authorization of the Architectural Committee.
- f. Grass, weeds, vegetation and debris on each Lot shall be kept mowed and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris and plants which die shall be promptly removed from such Lots. Until a structure is constructed by an Owner, Declarant or homebuilder, at its option and its discretion, may

mow and have dead trees, siltation, and debris removed from such Lots, Common Area, and the Owner of such Lot shall be obligated to reimburse Declarant for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.

g. No obnoxious or offensive trade or activity shall be carried on upon any Lot in this planned development nor shall anything be done thereon which may be or become an annoyance or nuisance to the Planned Development or other Lot owners.

h. No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner is ready to commence improvements. Building materials shall not be placed or stored in the Common Area, or street or between the curb and property lines, or within the drip line of any tree canopy.

i. There shall be no violation of any rules which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the by-laws authorized to adopt such rules.

j. No motor vehicle or any other vehicle, including, but not limited to, a boat, motor and boat trailer, lawn mower, tractor, etc., may be stored on any Lot for the purpose of repair of same. No A-frame or motor mount may be placed on any Lot nor shall any disabled or inoperable vehicle be stored on any lot.

k. No storage building, shed, or other building shall be allowed upon any Lot, unless approved by the Architectural Committee.

l. No chain link fences shall be allowed on any Lot.

m. No car, truck, van, trailer, boat, recreational or commercial type vehicle shall be stored or parked on any lot, unless in a closed garage, nor parked on the streets serving the subdivision, unless engaged in transporting to or from a residence in the subdivision.

n. No motorized vehicles in common area other than maintenance vehicles. Ex: 4-wheelers, motorcycles, go carts, etc. This will be considered trespassing, and violators will be prosecuted.

o. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except that dogs, cats or other generally recognized domestic animals may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. The number of animals shall be limited to 3 animals. In all instances, household pets shall be restrained within fenced areas or under leash. No dog runs will be allowed.

p. All signs, billboards, or advertising structures of any kind are prohibited except for two (2) professional signs of not more than ten (10) square feet to advertise a lot for sale or lease during a sales period and except for signs, billboards, or advertising structure erected by or on behalf of Declarant or homebuilder, during the development and sales period of the property and unsold Lots. No sign is permitted to be nailed or attached to trees. All signs to be approved by the Architectural Committee.

q. Garage/yard sales are not permitted without a permit from the Homeowners Association.

r. Swimming pools and/or hot tubs/spas and their accessory structures shall be installed in accordance with the ordinances and regulations of the City of Hernando, and are subject to review and approval of the Architectural Review Committee. No above ground swimming pools shall be permitted.

s. Declarant will cause to be incorporated a non-profit homeowners association to which every party purchasing a lot, whether the original purchaser or not, will be deemed to have agreed to belong. There shall be one homeowners association for all phases of Longbranch Subdivision.

ARTICLE VI
GENERAL PROVISIONS

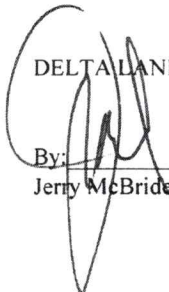
Section 1. Enforcement. The association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3. Amendments. The covenants and restrictions of this Declaration shall run and bind the land. This Declaration may be amended at anytime by the Declarant or by a simple majority of members of the Association. Any amendment must be recorded.

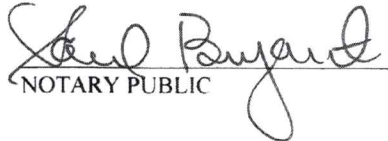
Section 4. Annexation. Declarant has the right to add additional property and common area to the Association. Declarant may amend this Declaration to include said additional property without any approval whatsoever of the then current lot owners.

IN WITNESS HEREOF, the undersigned have hereunto set their hands and seals this 22nd day of October, 2024.


DELTA LANDING, LLC
By: _____
Jerry McBride, Manager

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 22nd day of October, 2024, within my jurisdiction, the within named Jerry McBride, who acknowledged that he is a Manager of Delta Landing, LLC, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.


NOTARY PUBLIC

My Commission Expires:
06.21.2027

