

This instrument prepared by and return to:

Eric L. Sappenfield, PLLC

MS Bar # 6468

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wpdocs/homeowner'sassociation/longbranchccr

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
LONGBRANCH SUBDIVISION

Grantor: Arbor Pointe, Inc.  
P.O. Box 488  
Nesbit, MS 38651  
662-429-9900

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

INDEXING INSTRUCTIONS: Lots 1-48, Longbranch Subdivision, Phase 1, located in Section 36, Township 1 South, Range 9 West, DeSoto County, Mississippi, per plat thereof recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
LONGBRANCH SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by ARBOR POINTE, INC., 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:

Lots 1-48, Longbranch Subdivision, Phase 1, located in Section 36, Township 1 South, Range 9 West, DeSoto County, Mississippi, per plat thereof recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

NOW, THEREFORE, Declarant hereby declares that all of the properties 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 1  
DEFINITIONS

Section 1. "Association" shall mean and refer to Longbranch 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. "Properties" 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 Properties which the exception of the Common Area.

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

Section 6. "Declarant" shall mean and refer to Arbor Pointe, Inc.

## 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 situated 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 cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to five (5) 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 \$300.00, 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. 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 5. Notice and Quorum for an Action Authorized Under Sections 3 and 4.

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 6. 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 7. 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 8. 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 9. 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 10. Management. The Association may retain the services of a professional management company to manage all aspects of the Association.



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 pickets with 2" x 6" cap and 1" x 4" fascia trim.

- r. Fences to be constructed of Cedar 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 exterior television, radio, or other 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 recreational vehicle (RV or motor home, ATV, etc.), boat, or any type of trailer may be parked or stored on any Lot unless same is in a garage. All passenger automobiles shall be parked either on the driveway or in a garage. No more than four (4) automobiles per lot. No semi-truck or truck whose capacity exceeds one (1) ton or non-type trailer or flatbed trailer may be parked on any residential Lot or in the Common Areas, streets or open spaces.

k. 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.

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

m. No chain link fences shall be allowed on any Lot. Wooden or ornamental iron fences will be allowed upon written approval of the Architectural Committee.

n. 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.

o. 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.

p. 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.

q. 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.

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

s. All mailboxes (numerals thereon) and the supports and encasements therefore within the subdivision are to be identical in design and will be selected by the Declarant. No decorations except for holiday themes may be affixed or adhered.

t. 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

Walls, and are subject to review and approval of the Architectural Review Committee. No above ground swimming pools shall be permitted.

u. All equipment, garbage cans, service yards, mechanical equipment, swimming pool pumps and filters, woodpiles or storage piles, shall be kept screened by adequate planting or fencing so as to conceal them from view of streets and neighbors. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

v. 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 \_\_\_ day of April, 2024.

ARBOR POINTE, INC.

By: 

\_\_\_\_\_  
Jerry McBride, President

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_ day of April, 2024, within my jurisdiction, the within named Jerry McBride, who acknowledged that he is President of Arbor Pointe, Inc., and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

*Laura Bennett*  
NOTARY PUBLIC

My Commission Expires:

