

NSL-2

L-50-128

29-7-3



Book:2019 Page:27722-27727  
DEED  
RCD: 12/17/2019 @11:36:37 AM  
Rankin County, MS  
Larry Swales Chancery Clerk

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**Prepared By:**

Richard A. Eisenberger, Jr., MS Bar #104882  
242 Market Street  
Flowood, MS 39232  
Telephone: (601) 664-0044

**Return To:**

Shows Law Firm PLLC  
242 Market Street  
Flowood, MS 39232  
Telephone: (601) 664-0044

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State of Mississippi  
County of Rankin

**SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
NORTHSHORE LANDING PHASE II**

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**INDEXING INSTRUCTIONS:**

Lots 50-128, Northshore Landing Phase II  
Rankin County, Mississippi

**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR NORTSHORE LANDING PHASE II**

**THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTSHORE LANDING PHASE II** (hereinafter "Supplemental Declaration") is made by Northshore, LLC, a Mississippi limited liability company, which shall be deemed to be the "Developer" as the word is used hereafter.

**WHEREAS**, the Developer intends to construct, or have constructed streets or roads on the real property commonly known as Northshore Landing Phase II according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Rankin County, Mississippi in Plat Cabinet E, Slots 212, 213, and 214 (hereinafter the "Property") and warrants that it will construct, or have constructed all streets and roads to Rankin County, Mississippi specifications and will proceed with construction of said streets as specified by said County and as weather permits; and

**WHEREAS**, the Developer desires to subject all of the Property to those certain covenants, restrictions, uses, limitations, obligations, easements, servitudes, charges, and liens heretofore set forth in that certain instrument executed on **March 26, 2019**, titled **Declaration of Covenants, Conditions, and Restrictions for Northshore Landing Phase I** recorded in **Book 2019 at Pages 6222-6241**, in the office of the Chancery Clerk of Rankin County, Mississippi (hereinafter referred to as "Declaration"); and

**WHEREAS**; the Developer desires to adopt and forever bind Northshore Landing Phase II to the terms, conditions, and restrictions in the Declaration in order to provide for the enhancement and preservation of the values in the Northshore Landing Subdivision and to create a residential community which is aesthetically pleasing, functionally convenient, and uniform with the development of all phases, current and future, of Northshore Landing Subdivision.

**NOW THEREFORE**, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the this Supplemental Declaration, along with the Declaration remaining in full force and effect, which shall run with the land and bind the Property, and which shall inure to the benefit of and be enforceable by the Developer, the Northshore Landing Property Owners Association, Inc., and/or any other Member of the Northshore Landing Property Owners Association, Inc. except as restated, supplemented, and/or amended hereinafter as follows:

SECTION 4.  
**COVENANT FOR ASSESSMENT**

**4.01. Creation of the Lien and Personal Obligation for Assessments.** The Developer hereby covenants and each owner of any lot or property by acceptance of the deed therefore, whether or

not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following:

**A.** An initial assessment payable at the time the owner acquires fee title to any lot in the amount of Six Hundred Fifty Dollars (\$650.00) for each lot acquired by him. This amount is to be prorated from the date of closing until June 1, at which time a regular annual assessment will be due.

**B.** A regular annual assessment payable on or before the first day of June of each year thereafter in an amount necessary to pay for (i) street lighting, parking, and the upkeep of the front entrance, (ii) insurance premiums; (iii) paying all necessary and reasonable costs of administration, management, legal and accounting services connected with the Association, including, the payment of a reasonable fee to any management agent designated by the Association; and (iv) provide such other services as the Association may deem to be in the best interest of the development and the members of the Association. The Developer will not be assessed, nor will it owe, any assessments for any lots owned by Developer in Northshore Landing.

**C.** The Association is not organized for profit and no part of the net earnings shall inure to the benefit of any member, any director of the Association, any officer of the Association, or of any other individual.

**D.** A Builder shall not owe any assessments for twelve (12) months after closing on the lot. Thereafter, a Builder shall owe assessments just like all other owners.

...

#### SECTION 5.

#### LAND USE, BUILDING REGULATIONS AND ARCHITECTURAL CONTROL

**5.23.** For all lots or parcels within Northshore Landing Phase II, all constructed dwellings must contain a minimum of two thousand (2,000) square feet of heated and cooled living area. All dwellings shall be constructed with courtyard entry garages unless alternate plans are approved in writing by the Developer, in Developer's sole discretion.

...

**5.31.** Developer shall have the following architectural control over the subdivision:

**(A)** No residence, building, fence, patio, or any other improvements shall be erected, placed or altered on any lot or parcel until two (2) complete sets of building plans, specifications, and elevations and two (2) site plans of the location of such residence, building, fence, patio, or other improvement, along with a non-refundable Two Hundred Dollar (\$200.00) review fee, shall have been delivered to Developer at 693 Luckney Road, Flowood, Mississippi 39232 and until such building plan specifications and site plans shall have been approved in writing by

Developer as being in conformity and harmony with the external design and location of the existing structures of the subdivision and in compliance with the restrictions herein contained. All such plans must be in compliance with the Mississippi Department of Environmental Quality Storm Water Management Regulation. One copy of such plans, specifications, and site plans shall be retained by Developer and the second copy shall be delivered to the owner of said lot or parcel with the approval of Developer appropriately endorsed thereon.

WITNESS the signature of the Developer, Northshore, LLC, this the 17<sup>th</sup> day of December, 2019.

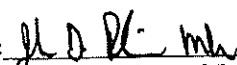
**Developer:**

**Northshore, LLC**

**OLIVE PROPERTIES, LLC, member**

By:   
Kelli Foster, Member


**JWAR PROPERTIES, LLC, member**

By:   
John D. Robinson, Member

By:   
William A. Robinson, Member

STATE OF MISSISSIPPI  
COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17<sup>th</sup> day of December, 2019, within my jurisdiction, the within named Kelli Foster, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.



NOTARY PUBLIC

My commission expires:

2/8/23



STATE OF MISSISSIPPI  
COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17<sup>th</sup> day of December, 2019, within my jurisdiction, the within named John D. Robinson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.



NOTARY PUBLIC

My commission expires:

2/8/23



STATE OF MISSISSIPPI  
COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17<sup>th</sup> day of December, 2019, within my jurisdiction, the within named William A. Robinson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.



NOTARY PUBLIC

My commission expires:

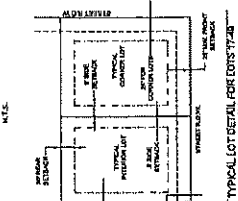
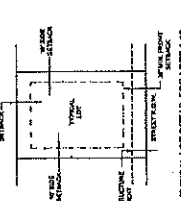
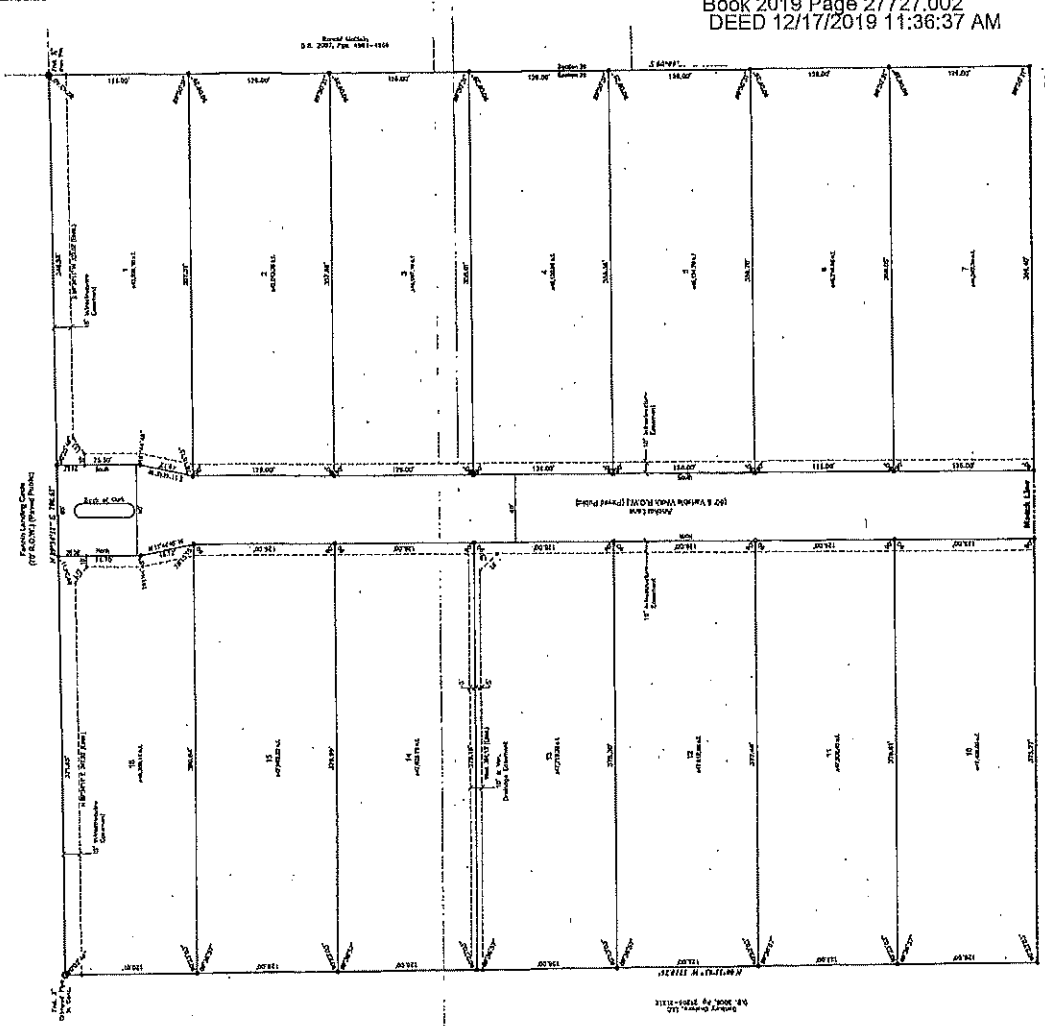
2/8/23



# NORTHSHORE LANDING, PHASE I

Subdivided in the SE 1/4 of the SE 1/4 and NE 1/4 of the SE 1/4 of Section 28, T17N, R3E, Hancock County, Mississippi

**BENJAMIN ENGINEERING & SURVEYING, LLC**  
1711 Highway 100, Suite 10, Ocean Springs, Mississippi 38871  
Phone: 662-890-1000  
Fax: 662-890-1001  
www.benjaminsurveying.com



Lot No.	Area (Acres)	Area (Sq. Ft.)
1	0.125	5,400
2	0.125	5,400
3	0.125	5,400
4	0.125	5,400
5	0.125	5,400
6	0.125	5,400
7	0.125	5,400
8	0.125	5,400
9	0.125	5,400
10	0.125	5,400
11	0.125	5,400
12	0.125	5,400
13	0.125	5,400
14	0.125	5,400
15	0.125	5,400
16	0.125	5,400
17	0.125	5,400
18	0.125	5,400
<b>Total</b>	<b>2.250</b>	<b>97,200</b>

**LEGEND**

**BOUNDARIES:**

- 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- 2. ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
- 4. ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
- 5. ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
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- 16. ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
- 17. ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
- 18. ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.

**SCALE:** 1" = 100'

**NOTES:**

1. ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
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18. ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.

PLAN MACHINE 10/1/2019 10:42

Sheet

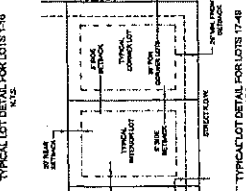
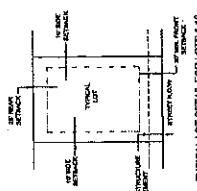
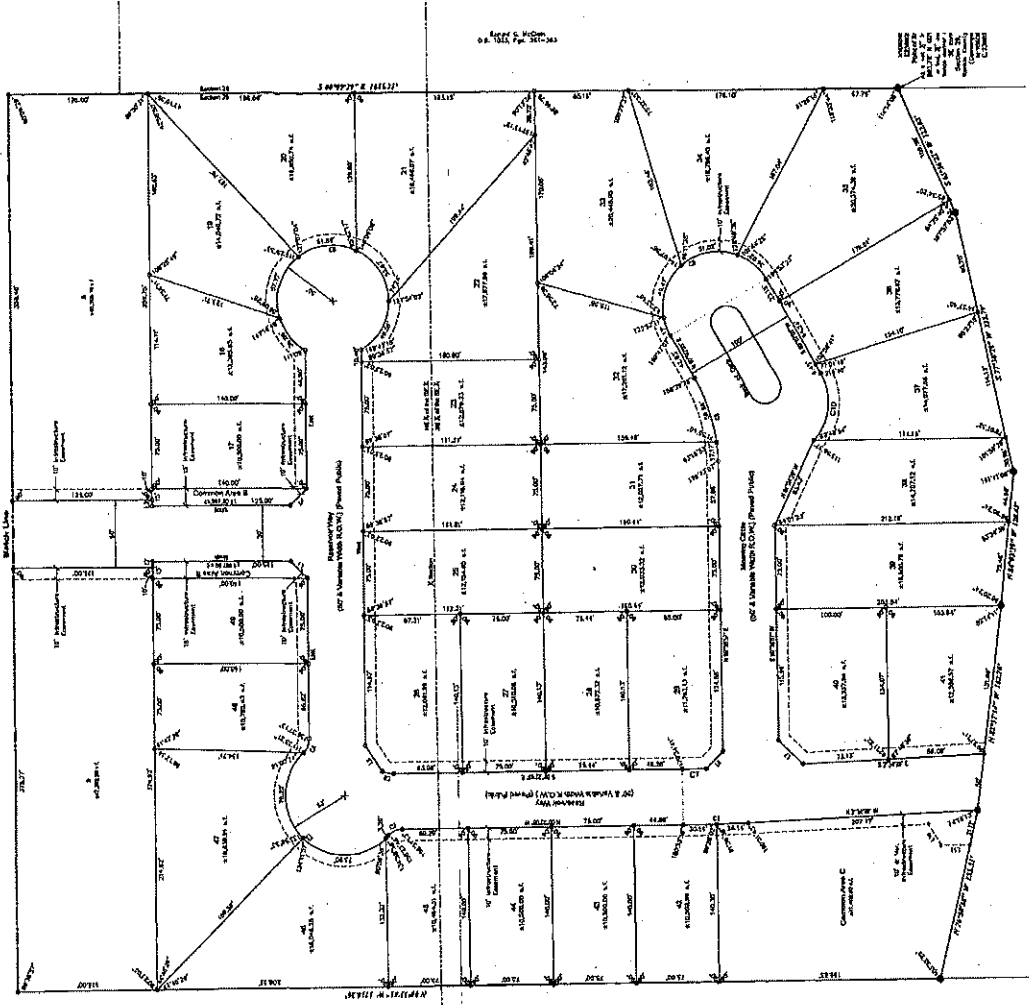
PLAT CABINET L, SLOT 104

Recorded Pursuant to  
KCR-0102019-01112141 AM  
Bureau of Public Safety  
Lary Stiles, County Clerk

# NORTHSHORE LANDING, PHASE I

Shaded in this plan are the areas reserved for the use of  
STANDARD TOWN RESIDENTIAL COUNTY, MISSISSIPPI

**BENHIMAKK**  
ENGINEERING & SURVEYING, LLC  
1111 W. STATE ST., SUITE 100, MEMPHIS, TN 38103  
PH: 901-521-1177 FAX: 901-521-1177  
www.benhimakk.com



Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	10,000	10,000	10,000
2	10,000	10,000	10,000
3	10,000	10,000	10,000
4	10,000	10,000	10,000
5	10,000	10,000	10,000
6	10,000	10,000	10,000
7	10,000	10,000	10,000
8	10,000	10,000	10,000
9	10,000	10,000	10,000
10	10,000	10,000	10,000
11	10,000	10,000	10,000
12	10,000	10,000	10,000
13	10,000	10,000	10,000
14	10,000	10,000	10,000
15	10,000	10,000	10,000
16	10,000	10,000	10,000
17	10,000	10,000	10,000
18	10,000	10,000	10,000
19	10,000	10,000	10,000
20	10,000	10,000	10,000
21	10,000	10,000	10,000
22	10,000	10,000	10,000
23	10,000	10,000	10,000
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25	10,000	10,000	10,000
26	10,000	10,000	10,000
27	10,000	10,000	10,000
28	10,000	10,000	10,000
29	10,000	10,000	10,000
30	10,000	10,000	10,000
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32	10,000	10,000	10,000
33	10,000	10,000	10,000
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37	10,000	10,000	10,000
38	10,000	10,000	10,000
39	10,000	10,000	10,000
40	10,000	10,000	10,000
41	10,000	10,000	10,000
42	10,000	10,000	10,000
43	10,000	10,000	10,000
44	10,000	10,000	10,000
45	10,000	10,000	10,000
46	10,000	10,000	10,000
47	10,000	10,000	10,000
48	10,000	10,000	10,000

Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
49	10,000	10,000	10,000
50	10,000	10,000	10,000
51	10,000	10,000	10,000
52	10,000	10,000	10,000
53	10,000	10,000	10,000
54	10,000	10,000	10,000
55	10,000	10,000	10,000
56	10,000	10,000	10,000
57	10,000	10,000	10,000
58	10,000	10,000	10,000
59	10,000	10,000	10,000
60	10,000	10,000	10,000
61	10,000	10,000	10,000
62	10,000	10,000	10,000
63	10,000	10,000	10,000
64	10,000	10,000	10,000
65	10,000	10,000	10,000
66	10,000	10,000	10,000
67	10,000	10,000	10,000
68	10,000	10,000	10,000
69	10,000	10,000	10,000
70	10,000	10,000	10,000
71	10,000	10,000	10,000
72	10,000	10,000	10,000
73	10,000	10,000	10,000
74	10,000	10,000	10,000
75	10,000	10,000	10,000
76	10,000	10,000	10,000
77	10,000	10,000	10,000
78	10,000	10,000	10,000
79	10,000	10,000	10,000
80	10,000	10,000	10,000
81	10,000	10,000	10,000
82	10,000	10,000	10,000
83	10,000	10,000	10,000
84	10,000	10,000	10,000
85	10,000	10,000	10,000
86	10,000	10,000	10,000
87	10,000	10,000	10,000
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89	10,000	10,000	10,000
90	10,000	10,000	10,000
91	10,000	10,000	10,000
92	10,000	10,000	10,000
93	10,000	10,000	10,000
94	10,000	10,000	10,000
95	10,000	10,000	10,000
96	10,000	10,000	10,000
97	10,000	10,000	10,000
98	10,000	10,000	10,000
99	10,000	10,000	10,000
100	10,000	10,000	10,000



1. THIS PLAN IS THE PROPERTY OF BENHIMAKK ENGINEERING & SURVEYING, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND LOT SPECIFICALLY IDENTIFIED HEREON. ANY OTHER USE IS AT THE USER'S RISK.
2. THE BOUNDARIES OF THE LOTS SHOWN ON THIS PLAN ARE BASED ON THE SURVEY DATA PROVIDED TO BENHIMAKK ENGINEERING & SURVEYING, LLC. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE DATA PROVIDED TO BENHIMAKK ENGINEERING & SURVEYING, LLC.
3. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.
4. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE FOR THIS PROJECT.
5. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TITLE INSURANCE FOR THIS PROJECT.
6. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS-OF-WAY FOR THIS PROJECT.
7. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES FOR THIS PROJECT.
8. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONVEYANCES FOR THIS PROJECT.
9. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS FOR THIS PROJECT.
10. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS FOR THIS PROJECT.



# NORTHSHORE LANDING, PHASE I

**DELTA**  
**ENGINEERING & SURVEYING, LLC**  
181 Poplarville, Mississippi 39450  
Phone: 601-791-1577 Fax: 601-791-1571  
www.deltainc.com

SHARON L. SWALES, CHANCERY CLERK  
RANKIN COUNTY, MISSISSIPPI

PLAT AND RECORDATION, COUNTY OF RANKIN, STATE OF MISSISSIPPI

Under the authority of the Board of Supervisors of Rankin County, Mississippi, I, the undersigned, have caused this plat to be recorded in the public records of Rankin County, Mississippi, in accordance with the provisions of the laws of the State of Mississippi relating to the recording of plats.



*Sharon L. Swales*  
Chancery Clerk

CERTIFICATE OF CHANCERY CLERK, COUNTY OF RANKIN, STATE OF MISSISSIPPI

I, the undersigned, Chancery Clerk of Rankin County, Mississippi, do hereby certify that the within and foregoing plat, together with the instrument thereon, was duly recorded in the public records of Rankin County, Mississippi, on this 19th day of March, 2019, at 1:11:36:37 AM.

STATE OF MISSISSIPPI, COUNTY OF RANKIN, STATE OF MISSISSIPPI  
I, the undersigned, Chancery Clerk of Rankin County, Mississippi, do hereby certify that the within and foregoing plat, together with the instrument thereon, was duly recorded in the public records of Rankin County, Mississippi, on this 19th day of March, 2019, at 1:11:36:37 AM.



*Sharon L. Swales*  
Chancery Clerk

ACKNOWLEDGMENT, COUNTY OF RANKIN, STATE OF MISSISSIPPI

I, the undersigned, do hereby acknowledge that I have read the within and foregoing plat, together with the instrument thereon, and that I have signed and caused the same to be recorded in the public records of Rankin County, Mississippi, on this 19th day of March, 2019, at 1:11:36:37 AM.



*Sharon L. Swales*  
Chancery Clerk

ACKNOWLEDGMENT OF CHANCERY CLERK, COUNTY OF RANKIN, STATE OF MISSISSIPPI

I, the undersigned, Chancery Clerk of Rankin County, Mississippi, do hereby certify that the within and foregoing plat, together with the instrument thereon, was duly recorded in the public records of Rankin County, Mississippi, on this 19th day of March, 2019, at 1:11:36:37 AM.



*Sharon L. Swales*  
Chancery Clerk

RECORDATION OF THE BOARD OF SUPERVISORS, COUNTY OF RANKIN, STATE OF MISSISSIPPI

The Board of Supervisors of Rankin County, Mississippi, do hereby certify that the within and foregoing plat, together with the instrument thereon, was duly recorded in the public records of Rankin County, Mississippi, on this 19th day of March, 2019, at 1:11:36:37 AM.

*Sharon L. Swales*  
Chancery Clerk

ACKNOWLEDGMENT OF BOARD OF SUPERVISORS, COUNTY OF RANKIN, STATE OF MISSISSIPPI

The Board of Supervisors of Rankin County, Mississippi, do hereby certify that the within and foregoing plat, together with the instrument thereon, was duly recorded in the public records of Rankin County, Mississippi, on this 19th day of March, 2019, at 1:11:36:37 AM.

*Sharon L. Swales*  
Chancery Clerk



*Sharon L. Swales*  
Chancery Clerk



*Sharon L. Swales*  
Chancery Clerk