



Homeowners Association
P.O. Box 1 Horn Lake, MS 38637

8/07/06 3:27:51
BK 536 PG 137
DESO TO COUNTY, MS
W.E. DAVIS, CH CLERK

Attached are the Covenants for Apple Creek North Homeowner's Association, Inc. prepared by:

James E. Holland
Post Office Box 256
3040 Goodman Road, West, Suite A
Horn Lake, MS 38637
662 342 1333

These Covenants are to be recorded and returned to:

Apple Creek North Homeowner's Association, Inc.
P. O. Box 1
Horn Lake, MS 38637

Enclosed is a check for \$ 16.00 to cover expenses for recording.

Apple Creek

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APPLE CREEK NORTH HOMEOWNER'S ASSOCIATION, INC.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR APPLE CREEK NORTH SUBDIVISION, SECTIONS A THROUGH F
HORN LAKE, DESOTO COUNTY, MISSISSIPPI, ALL IN SECTION 2 AND
SECTION 3, TOWNSHIP 2 SOUTH, RANGE 8 WEST.**

- 1) No lot shall be used except for residential purposes; no building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and a private garage for not more than three cars, and separate detached buildings, hereinafter referred to as detached buildings, incidental to such use. Two or more lots may be combined for use as one lot and in such case the interior lot line maybe disregarded in so far as side yard requirements are concerned. In the event two or more lots are combined, the lots may not be sold or conveyed without approval as may then be required by the appropriate governing authority.

- 2) All dwellings and other structures constructed on the lots must be in compliance with the requirements of the City of Horn Lake, DeSoto County, Mississippi and its successors. Additionally, the requirements of The Apple Creek North Homeowner's Association, Inc. must be met. Detailed building plans must be submitted to The Apple Creek North Homeowner's Association, Inc. in duplicate. If approved, the approval shall be noted on the face of one set of plans and the other held on file by the Association. The finished building must be that shown on the original plans and any changes must be approved in writing, including any detached buildings.

- 3)
 - (a) The Association's authority shall include, but shall not be limited to, architectural design, compatibility with surrounding houses, location on the lot and proposed construction material. All houses must have a minimum of 1,800 square feet of heated living space excluding garages, porches, etc. Two story houses must have a minimum of 1,000 square feet on the ground floor. All houses must have a minimum of three (3) sides covered in brick or stone. All construction shall be of new material. There shall be no metal buildings of any description. The developer, The Estate of Raymond Hugh Dancy, hereby names as its designated agent The Apple Creek North Homeowner's Association, Inc., which Association shall have absolute and final authority in approving or rejecting building plans in Apple Creek North.
 - (b) Any metal building in existence on April 27, 1999 is excepted from the prohibitions set forth above. This exception shall apply only to existing metal buildings and not any replacement thereof.

- 4) All houses must have an attached garage that opens to the end or back of the house unless an exception is approved by the Apple Creek North Homeowner's Association, Inc. as set forth in Paragraph 3 above because of lot terrain.

- 5) No detached buildings will be constructed without approval of the City of Horn Lake, Desoto County, Mississippi and appropriate permits must be obtained prior to construction. These buildings must also meet and secure approval of Apple Creek North Homeowner's Association Inc., who, in addition to the City of Horn Lake, Mississippi, has authority to approve or reject the design, construction material and site location pursuant to Section 4 hereinabove.
- 6) Construction must be completed and drives paved within 12 months of the date the building permit is issued or delivery of construction material to the site, whichever occurs first. The front yard landscaping must also be completed in this 12 month period.
- 7) No lot may be used or maintained for a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition. Lots must be kept mowed and not allowed to grow up with grass and/or weeds in excess of 6 inches high or in excess of that allowed by the zoning and subdivision regulations of the City of Horn Lake, Desoto County, Mississippi. The developer or the Association, at their discretion, may hire the work done and bill the lot owner. If the lot owner does not pay the cost of the work within thirty (30) days, the Association or developer, whichever performed the work, shall have the right to file a lien against the property to recover the expense of bringing the lot owner into compliance, or may pursue any legal remedy against the lot owner at the sole discretion of developer or the Association.
- 8) No structure of a temporary character, basement, tent, shack, garage, barn, mobile home, or other detached building shall be used on any lot at any time as a residence, either temporarily or permanently.
- 9)
 - (a) Fences in the front yard of any lot can be no more than three (3) feet high and all fencing facing and running parallel to the front property line or any street must be constructed of wood, stone, brick, or wrought iron. Wire fencing is allowed only down the non-street side of the lot. Corner lots shall have one front yard. There shall be no wire fences in high visibility areas as determined and controlled by the Apple Creek North Homeowner's Association, Inc. and any fence must comply with any and all regulations of the City of Horn Lake, Mississippi.
 - (b) All fences in existence as of April 27, 1999 are excepted from the prohibitions set forth above. This exception shall apply only to existing fences and not any replacement thereof.
- 10) A ten foot (10') easement for installation and maintenance of utilities and drainage facilities is reserved over the rear, front, and along both sides of each lot whether or not indicated on the map or plat thereof.
- 11) No obnoxious or offensive activities shall be conducted on any lot nor shall anything be

done thereon which may be or become an annoyance or nuisance to the neighbors. No business or trade of a commercial nature shall be conducted on any lot. All lots and houses are for residential use only.

- 12) No cow, hog, goat, or similar animal other than domestic pets shall be kept or harbored on any lot.
- 13) No vehicle of any kind shall be kept in the subdivision unless it displays a current inspection sticker and license tag except for tractors used for property maintenance only. No commercial vehicle of any kind over 1 ton may be parked in Apple Creek North Subdivision. All motorized vehicles must be parked on paved surfaces only.
- 14.) All allowed campers, recreational vehicles, boats or trailers shall be stored or parked on a paved surface behind the front building line of the residence.
- 15) Each owner, corporate or otherwise, of a lot in Apple Creek North Subdivision shall be a member of the Apple Creek North Homeowner's Association, Inc. a non-profit corporation created for the purpose of owning and maintaining the dam site and other common areas, which membership is subject to the by-laws and other rules and regulations thereof. Such lot owner shall have the use of Apple Creek North Lakes only so long as he is a member in good standing of said Association. All members and guests shall be governed by the rules and regulations written and distributed to the members by the Association and any future amendments.
- 16) Each lot within the Association is subject to an assessment by Apple Creek North Homeowner's Association, Inc. of not less than \$50.00 on an annual basis, until changed by a majority of the total votes eligible to be cast by the members of the Association. Said assessments shall be due and payable as the Board of Directors may determine, and if not paid shall bear interest at the prevailing rate set by the Association or the current legal judgement rate, whichever is higher, until paid. Such assessments shall be a lien on the property so assessed and collectable by proper action at law, or proceedings in Chancery, for enforcement of such lien. *In order to insure the financial stability of the Association, the assessment for the year 2006 shall be \$150.00.*
- 17) The lien of an assessment provided for herein shall be subordinate to the lien of any mortgage recorded prior to said assessment. The lien of the assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Mississippi. Sale or transfer shall not relieve such lot from liability for any currently unpaid assessments, or assessments thereafter becoming due or from the lien thereof and any subsequent purchaser or lender shall be obligated to ascertain from the Association the status of such assessments.
- 18) Lots owned by the developer, The Estate of Raymond Hugh Dancy or his heirs shall not be assessed the annual assessment unless such lot is used as their personal residence.

- 19) No pier shall extend more than fifteen (15) feet out into any lake from the shoreline at full lake level and must be approved by the Association's Architectural Committee.
- 20) No houseboats or boathouses shall be allowed on the lakes. Only electric motors will be allowed on Apple Creek North Lakes.
- 21) Trot line fishing and jugging will not be allowed in Apple Creek North Lakes nor will any other type of fishing other than the generally accepted forms of sport fishing be allowed except by special permission of the Apple Creek North Homeowner's Association, Inc.
- 22) These covenants are to run with the land and shall be binding upon all parties and persons claiming under them from the date these covenants are recorded. After which time said covenants shall continue in force and effect until an instrument signed by two-thirds (2/3) majority of the then owners of the lots has been recorded agreeing to change said covenants in their entirety or in part. Each lot shall have one vote. As long as the developer, The Estate of Raymond Hugh Dancy or his successors own any of the lots within the Association, other than a lot that serves as a personal home to the developer, the developer may amend these covenants without consent of the other lot owners.
- 23) The Estate of Raymond Hugh Dancy, does hereby grant unto Apple Creek North Homeowner's Association, Inc. record title to the common area including the lake, dam and access paths more particularly described on Exhibit "A" attached hereto and to the access easement along the west side of Lot 175, Apple Creek North Subdivision, Section D as more particularly described in Exhibit "B" attached hereto. However, no motorized vehicles, other than maintenance equipment as required, shall be allowed on said property and the Association shall promulgate rules and regulations for the use of this common area of property.
- 24) In the event any restrictive covenant of Apple Creek North Subdivision is declared by the courts to be invalid, the same shall not effect the validity of these covenants as a whole or any part thereof other than the part so declared to be invalid.
- 25) Enforcement of covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restrictive covenant either to restrain violation or to recover damages or both. The Association shall be entitled to recover all costs incurred in the enforcement of these covenants including, but not limited to, attorney fees.
- 26) A notice of a violation is required to proceed with legal or equitable proceedings for enforcement of these covenants, and the Association will provide notice in the form of a letter mailed via the U. S. Mail, postage pre-paid, or through any other recognized delivery service, to the street address of the lot in violation. The provision of notice in any instance shall not create a duty to notice any subsequent violation of the same or different covenants to the same or different violators.

- 27) In addition to the lot owners, Apple Creek North Homeowner's Association, Inc. shall have the right to enforce these covenants, at equity or law to restrain violation or to recover damages or both.
- 28) All complaints must be submitted, in writing, to the Apple Creek North Homeowner's Association Board of Directors at Post Office Box 1, Horn Lake, MS 38637, and all complaints must be signed by the complainant before any action can be taken by the Association. The Association may require that such complaints be duly sworn before any action is instituted at the sole discretion of the Association.

WITNESS my signature this the 14th day of July, 2006, to the Apple Creek North Homeowner's Association Declaration of Covenants.

**The Apple Creek Homeowner's
Association**

By: _____

Linda Shoaf
Linda Shoaf, President

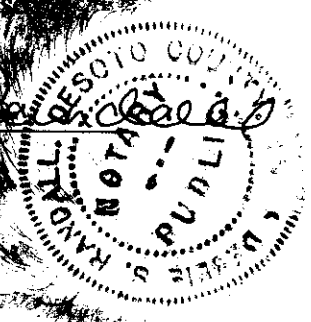
**STATE OF MISSISSIPPI
COUNTY OF DESOTO**

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 14th day of July 2006, within my jurisdiction, the within named **Linda Shoaf**, who acknowledged to me that she is **Linda Shoaf, President of Apple Creek Homeowner's Association, Inc.**, a Mississippi corporation, and that for and on behalf of said corporation as the president, and as the act and deed of said corporation, she executed the above and foregoing document, after first having been duly authorized by said corporation and to do so.

[Signature]
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 10, 2007
BONDED THRU STEGALL NOTARY SERVICE



Indexing Instructions: All in Horn Lake, DeSoto County Mississippi

Apple Creek North Subdivision Section A located in Section 3, Township 2 South, Range 8 West, DeSoto County, Mississippi

Apple Creek North Subdivision Section B located Section 2, 3, Township 2 South, Range 8 West, DeSoto County, Mississippi

Apple Creek North Subdivision Section C located in Section 3, Township 2 South, Range 8 West, DeSoto County, Mississippi

Apple Creek North Subdivision Section D located in Section 3, Township 2 South, Range 8 West, DeSoto County, Mississippi

Apple Creek North Subdivision Section E located in Section 3, Township 2 South, Range 8 West, DeSoto County, Mississippi

Apple Creek North Subdivision Section F located in Section 3, Township 2 South, Range 8 West, DeSoto County, Mississippi

BK 0457 PG 0098

LEGAL DESCRIPTION

A 12.48, MORE OR LESS, ACRES TRACT OF LAND BEING LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 8 WEST OF THE CHICKASAW MERIDIAN, CITY OF HORN LAKE, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 8 WEST OF THE CHICKASAW MERIDIAN; THENCE SOUTH 84 DEGREES 21 MINUTES 38 SECONDS WEST, A DISTANCE OF 1739.78 FEET TO A POINT; THENCE NORTH 05 DEGREES 38 MINUTES 22 SECONDS WEST, A DISTANCE OF 237.90 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47 DEGREES 34 MINUTES 13 SECONDS WEST, A DISTANCE OF 269.84 FEET TO A POINT; THENCE NORTH 34 DEGREES 43 MINUTES 40 SECONDS WEST, A DISTANCE OF 163.90 FEET TO A POINT; THENCE NORTH 23 DEGREES 09 MINUTES 01 SECONDS WEST, A DISTANCE OF 198.00 FEET TO A POINT; THENCE NORTH 10 DEGREES 23 MINUTES 00 SECONDS WEST, A DISTANCE OF 167.07 FEET TO A POINT; THENCE NORTH 02 DEGREES 12 MINUTES 27 SECONDS EAST, A DISTANCE OF 171.89 FEET TO A POINT; THENCE NORTH 09 DEGREES 04 MINUTES 20 SECONDS EAST, A DISTANCE OF 184.42 FEET TO A POINT; THENCE NORTH 66 DEGREES 23 MINUTES 37 SECONDS EAST, A DISTANCE OF 118.65 FEET TO A POINT; THENCE NORTH 63 DEGREES 53 MINUTES 43 SECONDS EAST, A DISTANCE OF 109.10 FEET TO A POINT; THENCE NORTH 62 DEGREES 35 MINUTES 51 SECONDS EAST, A DISTANCE OF 521.37 FEET TO A POINT; THENCE SOUTH 17 DEGREES 01 MINUTES 10 SECONDS WEST, A DISTANCE OF 196.72 FEET TO A POINT; THENCE SOUTH 25 DEGREES 47 MINUTES 59 SECONDS EAST, A DISTANCE OF 211.73 FEET TO A POINT; THENCE NORTH 83 DEGREES 13 MINUTES 30 SECONDS WEST, A DISTANCE OF 35.04 FEET TO A POINT; THENCE NORTH 86 DEGREES 33 MINUTES 50 SECONDS WEST, A DISTANCE OF 107.46 FEET TO A POINT; THENCE SOUTH 44 DEGREES 24 MINUTES 24 SECONDS WEST, A DISTANCE OF 90.19 FEET TO A POINT; THENCE SOUTH 66 DEGREES 45 MINUTES 58 SECONDS WEST, A DISTANCE OF 282.70 FEET TO A POINT; THENCE SOUTH 67 DEGREES 35 MINUTES 29 SECONDS WEST, A DISTANCE OF 50.45 FEET TO A POINT; THENCE SOUTH 40 DEGREES 59 MINUTES 10 SECONDS WEST, A DISTANCE OF 28.86 FEET TO A POINT; THENCE SOUTH 09 DEGREES 45 MINUTES 15 SECONDS EAST, A DISTANCE OF 256.93 FEET TO A POINT; THENCE SOUTH 22 DEGREES 46 MINUTES 44 SECONDS EAST, A DISTANCE OF 94.32 FEET TO A POINT; THENCE SOUTH 33 DEGREES 50 MINUTES 33 SECONDS EAST, A DISTANCE OF 109.29 FEET TO A POINT; THENCE SOUTH 83 DEGREES 02 MINUTES 37 SECONDS EAST, A DISTANCE OF 68.90 FEET TO A POINT; THENCE NORTH 80 DEGREES 38 MINUTES 30 SECONDS EAST, A DISTANCE OF 88.41 FEET TO A POINT; THENCE NORTH 74 DEGREES 06 MINUTES 37 SECONDS EAST, A DISTANCE OF 105.78 FEET TO A POINT; THENCE NORTH 53 DEGREES 48 MINUTES 05 SECONDS EAST, A DISTANCE OF 335.97 FEET TO A POINT; THENCE NORTH 05 DEGREES 32 MINUTES 21 SECONDS EAST, A DISTANCE OF 92.52 FEET TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF SHANNON COVE (50.00 FOOT RIGHT OF WAY); THENCE, ALONG SAID RIGHT OF WAY LINE, A CURVE TO THE RIGHT WITH THE FOLLOWING ATTRIBUTES: A DELTA ANGLE OF 12 DEGREES 49 MINUTES 17 SECONDS, A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 117.48 FEET, A TANGENT OF 58.99 FEET, A CHORD BEARING OF SOUTH 78 DEGREES 03 MINUTES 01 SECONDS EAST, AND A CHORD LENGTH OF 117.24 FEET TO A POINT; THENCE, DEPARTING SAID RIGHT OF WAY LINE, SOUTH 35 DEGREES 57 MINUTES 01 SECONDS WEST, A DISTANCE OF 240.12 FEET TO A POINT; THENCE SOUTH 17 DEGREES 20 MINUTES 29 SECONDS EAST, A DISTANCE OF 126.96 FEET TO A POINT; THENCE SOUTH 50 DEGREES 13 MINUTES 06 SECONDS EAST, A DISTANCE OF 42.54 FEET TO A POINT; THENCE SOUTH 78 DEGREES 41 MINUTES 53 SECONDS EAST, A DISTANCE OF 63.97 FEET TO A POINT; THENCE SOUTH 78 DEGREES 28 MINUTES 31 SECONDS EAST, A DISTANCE OF 216.05 FEET TO A POINT; THENCE NORTH 84 DEGREES 21 MINUTES 38 SECONDS EAST, A DISTANCE OF 564.25 FEET TO A POINT IN THE WEST RIGHT OF WAY LINE OF PARK PLACE DRIVE (50.00 FOOT RIGHT OF WAY); THENCE, ALONG SAID RIGHT OF WAY LINE, SOUTH 16 DEGREES

BK 0457PG0099

49 MINUTES 41 SECONDS EAST, A DISTANCE OF 20.39 FEET TO A POINT; THENCE, DEPARTING SAID RIGHT OF WAY LINE, SOUTH 84 DEGREES 21 MINUTES 38 SECONDS WEST, A DISTANCE OF 1078.45 FEET TO A POINT; THENCE SOUTH 60 DEGREES 55 MINUTES 55 SECONDS WEST, A DISTANCE OF 163.48 FEET TO A POINT; THENCE NORTH 73 DEGREES 19 MINUTES 05 SECONDS WEST, A DISTANCE OF 45.33 FEET TO A POINT; THENCE SOUTH 44 DEGREES 22 MINUTES 19 SECONDS WEST, A DISTANCE OF 143.66 FEET TO THE POINT OF BEGINNING. CONTAINING 12.48, MORE OR LESS, AND BEING SUBJECT TO ALL CODES, COVENANTS, EASEMENTS, REVISIONS, RESTRICTIONS, REGULATIONS, AND RIGHTS OF WAY OF RECORD.



SMITH ENGINEERING & SURVEYING

928 GOODMAN ROAD, SUITE 6
SOUTHAVEN, MISSISSIPPI 38671

BK 536 PG 146

LAND SURVEY - LAND DEVELOPMENT - ROADS - SEWER SYSTEMS - WATER SYSTEMS - SITE DESIGN - CONSTRUCTION

BEN SMITH, P.E., R.L.S.
PRESIDENT

(601) 349-3348
FAX (601) 349-0711

A DESCRIPTION OF A 30' INGRESS-EGRESS EASEMENT BEING LOCATED ON THE WEST SIDE OF LOT 175, APPLECREEK NORTH SUBDIVISION, SECTION "D" AND ALSO BEING LOCATED IN THE PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI.

BEGIN AT THE NORTHWEST CORNER OF LOT 175 APPLECREEK NORTH SUBDIVISION, SECTION "D" THENCE SOUTH 12 DEGREES 22 MINUTES 38 SECONDS EAST 371.33 FEET TO A POINT; THENCE NORTH 66 DEGREES 23 MINUTES 37 SECONDS EAST 41.31 FEET TO A POINT; THENCE NORTH 89 DEGREES 55 MINUTES 56 SECONDS WEST 65.43 FEET TO POINT; THENCE SOUTH 86 DEGREES 41 MINUTES 58 SECONDS EAST 74.50 TO A POINT; THENCE NORTH 09 DEGREES 41 MINUTES 19 SECONDS EAST 18.34 FEET TO A POINT; THENCE NORTH 79 DEGREES 34 MINUTES 42 SECONDS WEST 53.43 FEET TO A POINT; THENCE NORTH 12 DEGREES 22 MINUTES 38 SECONDS WEST 294.54 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF WOOD HILL DRIVE (50' R.O.W.); THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF SOUTH 76 DEGREES 18 MINUTES 37 SECONDS WEST, A CHORD DISTANCE OF 30.01 FEET, A DELTA ANGLE OF 01 DEGREES 35 MINUTES 01 SECONDS, AND ARC LENGTH OF 30.01 FEET, AND HAVING A RADIUS OF 1085.03 FEET TO THE POINT OF BEGINNING.

DATED AUGUST 28, 1998



Indexing Instructions: All in Horn Lake, DeSoto County Mississippi

Apple Creek North Subdivision Section A located in Section 3, Township 2 South, Range 8 West, DeSoto County, Mississippi

RECORDED: S/41/35 DATED: 11/04/02
RECORDED: S/45/13 DATED: 01/25/94

Apple Creek North Subdivision Section B located Section 2, 3, Township 2 South, Range 8 West, DeSoto County, Mississippi

RECORDED: S/45/18 DATED: 01/25/94

Apple Creek North Subdivision Section C located in Section 3, Township 2 South, Range 8 West, DeSoto County, Mississippi

RECORDED: S/49/9 DATED: 02/02/95
PLAT BOOK 49, PAGE 9.
BOOK 281, PAGE 495

Apple Creek North Subdivision Section D located in Section 3, Township 2 South, Range 8 West, DeSoto County, Mississippi

RECORDED: S/53/26 DATED: 04/25/96

Apple Creek North Subdivision Section E located in Section 3, Township 2 South, Range 8 West, DeSoto County, Mississippi

RECORDED: S/55/46 DATED: 01/14/97

Apple Creek North Subdivision Section F located in Section 3, Township 2 South, Range 8 West, DeSoto County, Mississippi

RECORDED: S/70/18 DATED: 02/29/00
