

BOOK 3936 PAGE 155 DOC 98 TY T  
INST # 909047 MADISON COUNTY MS.  
This instrument was filed for  
record 10/27/20 at 4:44:56 PM  
RONNY LOTT, C-C. BY: KAA D.C.

Prepared by: <sup>30<sup>06</sup> ①</sup> #640  
Butler Snow LLP  
Attn: Corey A. Aiken (MS Bar # 104444)  
1020 Highland Colony Parkway, Suite 1400  
Ridgeland, MS 39157  
(601) 948-5711

Langdon Phase II

**Indexing Instruction to the Chancery Clerk of Madison County, Mississippi**

4191 Lots A-37 thru A-40, Langdon - Block "A" - Phase II @ Reunion, a subdivision according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, in Plat Cabinet F, Slide 170B # 171A

4197 Lot A-4, Langdon - Block "A" at Reunion, a subdivision according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, in Plat Cabinet D at Slide 173-174

and

A parcel of land being located in the SE ¼ of the SW ¼ and the SW ¼ of the SE 1/4 of Section 22, Township 8 North, Range 1 East, Madison County, Mississippi.

**SUPPLEMENTAL DECLARATION  
AND AMENDMENT**

THIS SUPPLEMENTAL DECLARATION AND AMENDMENT (this "Supplemental Declaration") is made and entered into as of the 23 day of October, 2020, by REUNION, INC., a Mississippi corporation ("Declarant").

**WITNESSETH**

WHEREAS, Declarant filed a Declaration of Covenants and Restrictions for Reunion, in the land records of the Chancery Clerk of Madison County, Mississippi in Book 1518 at Page 515, Book 1523 at Page 115, Book 1748 at Page 001, and amended in Book 2180 at Page 624 and Book 2299 at Page 0813, and as may be further amended or supplemented from time to time (the "Declaration");

WHEREAS, the Declaration, in Article II thereof, provided that Declarant could add other property to the Declaration by filing a supplemental declaration with a description of that property which shall then become subject to the Declaration; and

WHEREAS, Declarant desires to subject certain real property (the “Langdon Property”) known as Langdon Phase II, being more particularly described on Exhibit “A” attached hereto and also shown on the plat known as Langdon - Block “A” - Phase II @ Reunion, a subdivision according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, in Plat Cabinet F Slide 170B, 171A (the “Plat”) to the Declaration and additional requirements, restrictions and covenants as set forth herein (the “Additional Restrictions”).

NOW, THEREFORE, the Declarant declares that the Langdon Property shall be held, transferred, sold, conveyed, and occupied subject to (i) the covenants, restrictions, easements, charges and liens which are specifically set forth in the Declaration and the (ii) Additional Restrictions. All covenants, restrictions, easements, charges and liens set forth in the Declaration, as amended, and the Additional Restrictions as set forth in this Supplemental Declaration shall be binding upon Langdon Property.

The Additional Restrictions are as follows:

1. Defined Terms. Defined terms appearing in the preamble to this Supplemental Declaration in initial capitalization set off by quotation marks are made a part of the context of this Supplemental Declaration, each to have the same defined meaning and usage as set forth above or herein, unless a contrary meaning and usage is clearly required. Capitalized terms not defined in this Supplemental Declaration shall have the same meaning as ascribed to them in the Declaration. In addition, the following words when used in this Supplemental Declaration shall have the following meaning:

(a) “Limited Common Property” shall mean Lot A-4 (as defined herein) as well as those certain private streets, drives, walkways, gates, and improvements constructed on any portion of the Langdon Property and/or Lot A-4 being designated on the Plat as “Limited Common Property”, the common use, benefit and enjoyment of which is specifically reserved for the Owners of Lots within the Langdon Property.

2. Designation of Limited Common Property. The Developer hereby designates and reserves the private street reflected as “Langdon Cove” on the Plat as Limited Common Property. The Limited Common Property will be reserved for the exclusive use and primary benefit of the Owners of Lots within the Langdon Property only.

Simultaneously herewith, the Developer will convey Lot A-4, Langdon Block “A” @ Reunion, a subdivision according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, in Plat Cabinet D at Slide 173-174 (“Lot A-4”) to the Association and has designated, and hereby ratifies the designation of, Lot A-4 as Limited Common Property to be reserved for the exclusive use and primary benefit of the Owners of Lots within the Langdon Property only and maintained in accordance to the terms hereof.

3. Costs associated with the Limited Common Property. The Association shall be responsible for the supervision, maintenance and improvement of the Limited Common Property, including, but not limited to the following (the “LCP Expenses”):

(a) The cost of labor, equipment (including the expense of leasing any equipment) and materials required for the management, supervision, and administration of the Limited Common Property and the collection of Special Assessments associated therewith, including fees paid to any management company; and

(b) The amount of all taxes and assessments levied against the Limited Common Property; and

(c) The cost of extended hazard coverage and liability insurance on the Limited Common Property and the cost of such other insurance as the Association may place in force with respect to the Limited Common Property; and

(d) The cost of utilities and other services used in the operation of gates, sprinkler systems, or other facilities located on the Limited Common Property; and

(e) The cost of maintaining, replacing, repairing and landscaping the Limited Common Property and facilities associated therewith including, without limitation, the cost of maintaining, replacing, and repairing the gates, sidewalks, streets (except as set forth in Section 4 hereof) and other facilities or improvements located on the Limited Common Property; the cost of landscaping, storm drainage, and maintaining the Limited Common Property located along Langdon Cove between the private gate to the Langdon Property and Langdon Drive; and the cost of such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(f) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and reserve for replacement.

4. Collection of Special Assessments by the Association and Covenant to Pay. Pursuant to Section 6.6 of the Declaration, the Association shall pay for the LCP Expenses by the levy and collection of Special Assessments. Such Special Assessments shall be determined by the Board on an annual basis and shall be allocated equally among the Owners of a Lot within the Langdon Property. Such Special Assessments shall be payable in such manner and at such times as determined by the Board. All other Owners of Lots not located within the Langdon Property shall not be responsible for the payment of Special Assessments as provided in this Section 4. All provisions of the Declaration regarding the collection and remedies for non-payment of assessments shall be applicable to the Special Assessments provided for under this Supplemental Declaration. In addition to the Special Assessment, the Owners of Lots within the Langdon Property shall pay the General Assessment and any other assessments as levied on the Owners of Lots in Reunion as determined by the Board each year and as set forth in the Declaration (collectively, the "Assessments").

No Owner of a Lot within the Langdon Property may exempt himself or herself from liability for the Special Assessments or any other assessment by non-use of Limited Common Property, abandonment of his or her Lot, or any other means. The obligation to pay the Special Assessment as set forth herein is a separate and independent covenant on the part of each of the Owners of a Lot within the Langdon Property. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or the Board to take

some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes. By acceptance of a deed for a Lot in the Langdon Property, each Owner of a Lot within the Langdon Property hereby agrees to waive any disapproval right or obligation of the Association to call a meeting to approve the amount of the Special Assessment as set forth by the Board each year; provided, from and after the January 1 of the year immediately following the conveyance of the first Lot to an Owner within the Langdon Property, the maximum annual Special Assessment may be increased by not more than twenty five percent (25%) above the Special Assessment for the previous year without a unanimous vote of the Owners of Lots within the Langdon Property.

In the event Langdon Cove is damaged during construction of an improvement that requires A.R.C. approval, including, but not limited to, the construction of a house or a swimming pool on any Lot within the Langdon Property (the "Improvement Period"), the Owner of the Lot being improved covenants and agrees to pay the total cost to repair Langdon Cove (the "Lot Owner Langdon Cove Repair Cost") which shall be determined as follows: the Association's engineer of record will assess the damage, if any, to Langdon Cove and determine the scope of repair, and the Association will obtain competitive bids and engage the contractor to perform the repair work. The Owner of the Lot being improved will be required to advance the entire amount of the Lot Owner Langdon Cove Repair Cost via immediately available funds to the Association to be placed in the Special Assessment reserves prior to the commencement of the repair work.

As set forth herein, the Association shall bear the costs of all LCP Expenses (except with respect to the Lot Owner Langdon Cove Repair Cost during any Improvement Period, which expense shall be borne by the respective Lot Owner as set forth above), and shall first look to the reserves funded by the Special Assessment to fund said LCP Expenses; however, in the event that there is inadequate funding from said reserves, the additional cost and expense for repair for any and all damage to Limited Common Property, or other facilities or improvements located thereon (including, but not limited to damage caused by natural disasters or an Act of God) shall be borne by, and allocated equally among, the Owners of the Lots located within the Langdon Property (the "Lot Owner LCP Repair Cost"), which shall be determined as follows: the Association's engineer of record will assess the damage and determine the scope of repair, and the Association will obtain competitive bids and engage the contractor to perform the repair work. The Owners of the Lots within the Langdon Property will be required to advance their portion of the Lot Owner LCP Repair Cost via immediately available funds to the Association to be placed in the Special Assessment reserves prior to the commencement of the repair work.

5. Clearing and Removal of Trees. No trees shall be cleared within the Buffer designated on the Plat unless approved by the A.R.C., except that the Owners of Lots may construct an access drive to Langdon Cove from their residence. The plans for the access drives must be approved by the A.R.C.

6. Acknowledgement of Owners. By acceptance of a deed, the Owners of Lots within the Langdon Property hereby acknowledge, and are deemed to covenant and agree to, the following:

- (a) To pay the Special Assessment;

(b) To pay the Lot Owner Langdon Cove Repair Cost and the Lot Owner LCP Repair Cost, and that each are separate and apart from, and in addition to, the Assessments, and are enforceable as assessments under the Declaration, and provisions of the Declaration regarding the collection and remedies for non-payment of assessments shall be applicable as to the Lot Owner Langdon Cove Repair Cost and the Lot Owner LCP Repair Cost.

(c) That the Common Property and area designated as a walking trail on the Plat is for the benefit and use of all Owners in Reunion and is not Limited Common Property; and

(d) That the Property shall be subject to any other restrictions or set-backs as set forth on the Plat.

(e) That Lot A-4 is considered Limited Common Property for all purposes.

(SIGNATURE PAGE FOLLOWS)

Witness the signature of REUNION, INC., by and through its duly authorized officer, this

23 day of October, 2020.

REUNION, INC.,  
a Mississippi corporation

By: [Signature]  
Keith D. Kent, Its Vice President

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23 day of October, 2020, within jurisdiction, the within named KEITH D. KENT, who acknowledged that he is the Vice President of REUNION, INC., a Mississippi corporation, and that for and on behalf of the 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.

[Signature]  
Notary Public

My Commission Expires:

1/21/23

(SEAL)



EXHIBIT "A"Legal Description**DESCRIPTION: (LANGDON - BLOCK "A" - PHASE II @ REUNION)**

Commence at 1/2" iron pin at the southeast corner of Lot A-4 of Langdon - Block "A" @ Reunion as recorded in the Chancery Clerk's office of Madison County, Mississippi; said point also being the Point of Beginning.

From said Point of Beginning run N00°19'22"W along the east boundary of said Lot A-4 a distance of 200.28 feet to a 1/2" iron pin at the northeast corner of said Lot A-4; thence run N00°14'36"W along the east boundary of Lot A-5 a distance of 272.53 feet to a 1/2" iron pin at the northeast corner of said Lot A-5; thence run N00°28'04"W along the east boundary of Lot A-6 a distance of 303.66 feet to a 1/2" iron pin at the northeast corner of said Langdon - Block "A" @ Reunion; thence run S89°55'05"E a distance of 810.28 feet to a 1/2" iron pin at the northwest corner of Covington - Block "C" - Phase III @ Reunion as recorded in the Chancery Clerk's office of Madison County Mississippi; thence run S00°01'06"E along the west boundary of said Covington - Block "C" - Phase III a distance 395.44 feet to a 1/2" iron pin; thence run S00°00'37"W a distance of 763.98 feet to the north boundary of Belmont – Block "B", Lot B-10 Addition as recorded in deed book 2089, page 0992; thence run N82°38'58"W along the north boundary of said Lot B-10 Addition a distance of 14.56 feet to a 1/2" iron pin at the northwest corner of said Lot B-10 Addition; thence run S04°23'43"W along the west boundary of said Lot B-10 Addition a distance of 8.35 feet to a 1/2" iron pin at the northwest corner of Lot B-10, Belmont – Block "B" @ Reunion as recorded in the Chancery Clerk's office of Madison County, Mississippi; thence run N82°43'06"W along the north boundary of said Belmont – Block "B" @ Reunion a distance of 97.98 feet to a 1/2" iron pin at the northeast corner of Lot B-9; thence run N06°02'46"E along the east boundary of Lot B-9 Addition as recorded in deed book 2090, page 0026 a distance of 8.46 feet to a 1/2" iron pin at the northeast corner of said Lot B-9 Addition; thence run N82°38'58"W along the north boundary of said Lot B-9 Addition a distance of 98.00 feet to a 1/2" iron pin at the northwest corner of said Lot B-9 Addition; thence run N81°38'16"W along the north boundary of Lots B-8, B-7, and B-6 Additions as recorded in deed book 2090, pages 0031, 0036, and 0041 respectively, a distance of 320.35 feet to a 1/2" iron pin at the northwest corner of said Lot B-6 Addition; thence run S82°15'34"W along the north boundary of Lot B-5 Addition as recorded deed book 2089, page 0987 a distance of 134.06 feet to a 1/2" iron pin at the northwest corner of said Lot B-5 Addition; thence run S82°14'02"W along the north boundary of Lot B-4 Addition as recorded deed book 2090, page 0046 a distance of 146.77 feet to a 1/2" iron pin at the northwest corner of said Lot B-4 Addition, said point is also located on the east boundary of Lot A-2 of Langdon – Block "A"; thence run N00°20'31"W along said east boundary of Lot A-2 a distance of 162.47 feet to a 1/2" iron pin at the northeast corner of said Lot A-2; thence run N00°14'00"W along the east boundary of Lot A-3 of Langdon – Block "A" a distance of 186.06 feet back to the southeast corner of Lot A-4 of Langdon - Block "A" and the Point of Beginning.

The above described parcel is located in the SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4 of Section 22, T-8-N, R-1-E, Madison County, Mississippi and contains 20.72 acres, more or less.

EXHIBIT "A"

Legal Description (cont.)

**AND ALSO**

Lots A-37 thru A-40, Langdon - Block "A" - Phase II @ Reunion, a subdivision according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, in Plat Cabinet F, Slide 170B,  
171A

and

Lot A-4, Langdon - Block "A" @ Reunion, a subdivision according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, in Plat Cabinet D at Slide 173-174

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