

APPLICATION FOR CONDITIONAL USE

Name and Address of Applicant: Clay Eckerson 319 Lake Village Dr. Madison, MS 39110 (601)416-9457	Street Address of Property (if different address): 144 Davis Crossing Rd Canton, MS 39046
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APPLICATION DATE	Present Zoning of Property	Legal Description of Property:	TAX PARCEL NUMBER	FLOOD ZONE	MAP/PLAT OF PROPERTY
4/15/24	C-2	See (Exhibit A)	102G-25-001-02-00	No, N/A	See (Exhibit B)

Other Comments: As per Article 805 of the Madison County Zoning Ordinance.

Comments:

Applicant requests permission to develop property for use as **(non-residential) "garage condominiums"** to be used for storage and personal business use with no retail or commercial fabrication activities allowed. The intent is use of the property for climate-controlled storage of car collections, boats, RVs, or by use of small businesses for storage and retrieval of work materials for off-site use.

Respectfully Submitted Clay J Eckerson

_____ 

Petition submitted to Madison County Planning and Development Commission on _____

Recommendation of Madison County Planning and Development Commission on Petition _____

Public Hearing date as established by the Madison County Board of Supervisors _____

Final disposition of Petition _____

Plat of Survey of 10.26 +/- Acres in the NW 1/4 of the SW 1/4
of Section 25 and the NE 1/4 of the SE 1/4 of Section 26,
T10N-R2E, Madison County, MS

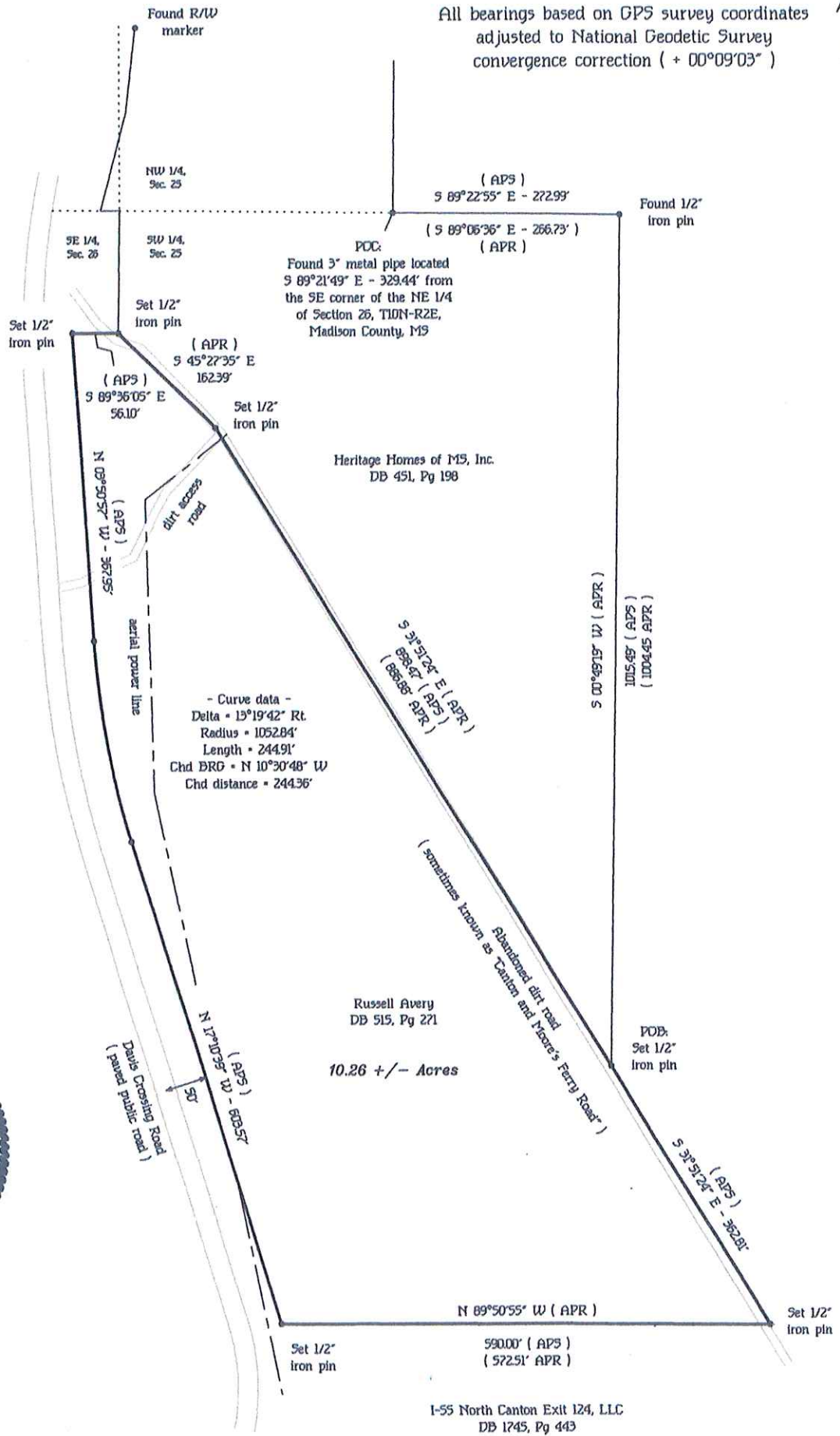


All bearings based on GPS survey coordinates
adjusted to National Geodetic Survey
convergence correction (+ 00°09'03")

LEGEND

- POC: Pt. of Commencement
- PDB: Pt. of Beginning
- APS: As Per Survey
- APR: As Per Record
- DB: Deed Book

Scale: 1" = 180'
Class "B" Survey
Date of plat:
July 8, 2023



Wayne Stafford, PE, PLS
Stafford Land Surveying, LLC
498 Hwy 468
Brandon, MS 39042
(601) 278-3417

Description of 10.26 ± acres in the NW ¼ of the SW ¼ of Section 25 and the NE ¼ of the SE ¼ of Section 26, T10N-R2E, Madison County, MS.

Commencing at a 3" metal pipe located S 89°21'49" E a distance of 329.44' from the SE corner of the NE ¼ of Section 26, T10N-R2E, Madison County, MS, said point being on the easterly boundary of a parcel described in Deed Book 451, Page 198 of the Madison County Records, run thence S 89°22'55" E a distance of 272.99' (S 89°06'36" E for 266.73' as per record) to a ½" iron pin at the NE corner of said parcel;

run thence S 00°49'19" W a distance of 1015.49' (1004.45' as per record) to a ½" iron pin in an abandoned dirt road sometimes referred to as "Canton and Moore's Ferry Road", said point being the Point of Beginning;

run thence S 31°51'24" E along said abandoned dirt road a distance of 362.81' to a ½" iron pin on the northerly boundary of a parcel described in Deed Book 1745, Page 443 of the Madison County Records;

run thence N 89°50'55" W along said northerly boundary a distance of 590.00' to a ½" iron pin on the easterly boundary of Davis Crossing Road;

run thence N 17°10'39" W along said boundary a distance of 603.57" to a right curve;

run thence along said curve (delta=13°19'42" Rt, radius=1052.84', length=244.91') with a chord bearing of N 10°30'48" W and a chord distance of 244.36';

run thence N 03°50'57" W along said boundary a distance of 367.95' to a ½" iron pin;

run thence S 89°36'05" E a distance of 56.10' to a ½" iron pin;

run thence S 45°27'35" E a distance of 162.39' to a ½" iron pin in said abandoned dirt road sometimes referred to as "Canton and Moore's Ferry Road";

run thence S 31°51'24" E along said abandoned dirt road a distance of 898.47' (886.88' as per record) to the Point of Beginning, containing 10.26 ± acres in the NW ¼ of the SW ¼ of Section 25 and the NE ¼ of the S# ¼ of Section 26, T10N-R2E, Madison County, MS.

Prepared by:
Wayne Stafford, PE, PLS
498 Hwy 468
Brandon, MS 39042
(601) 278-3417



1165 Hwy 51 N, Madison, MS 39110

March 18, 2024

Clay J Eckerson / ET Farms of MS

RE: 144 Davis Crossing Rd Canton, MS 39046

To Whom It May Concern:

Please accept this letter of assurance that the location at 144 Davis Crossing Rd, Canton, Mississippi, is within Entergy's certificated service area. Entergy will provide service to this site according to the guidelines set by the Public Service Commission of Mississippi.

If you have any questions or need additional information, please contact Kevin Garner @ 601.853.5901

Sincerely,

Sherry Ellingburg

Sherry Ellingburg
Design Coordinator, Sr
601.650.6959

CANTON MUNICIPAL UTILITIES

WATER SERVICE PROVIDER FORM

NAME CLAY ECKERSON

ADDRESS 144 DAVIS CROSSING RD.

CANTON MUNICIPAL UTILITIES IS THE WATER SERVICE PROVIDER FOR THE ABOVE ADDRESS.

CMU
ENGINEERING DEPARTMENT
SERVICE CENTER
225 N. HARGON STREET
CANTON, MS. 39046



ADDITIONAL ADDRESSES FOR BUILDERS:

Hydrograph Return Period Recap

Hyd. No.	Hydrograph type (origin)	Inflow Hyd(s)	Peak Outflow (cfs)								Hydrograph description
			1-Yr	2-Yr	3-Yr	5-Yr	10-Yr	25-Yr	50-Yr	100-Yr	
1	Rational	-----	-----	5.39	-----	6.48	7.27	8.42	9.33	10.23	Pre
2	Rational	-----	-----	6.96	-----	8.28	9.25	10.67	11.79	12.89	Post
3	Reservoir	2	-----	1.63	-----	1.99	2.23	2.57	2.77	2.96	Post Pond

Hydrograph Report

Hyd. No. 3

Post Pond

Hydrograph type = Reservoir
 Storm frequency = 100 yrs
 Inflow hyd. No. = 2
 Max. Elevation = 248.41 ft

Peak discharge = 2.96 cfs
 Time interval = 1 min
 Reservoir name = New Pond1
 Max. Storage = 7,807 cuft

Storage Indication method used.

Outflow hydrograph volume = 10,046 cuft

Hydrograph Discharge Table

Time (hrs)	Inflow cfs	Elevation ft	Clv A cfs	Clv B cfs	Clv C cfs	Clv D cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	Outflow cfs
0.07	3.97	247.58	0.04	----	----	----	----	----	----	----	----	0.04
0.08	4.96	247.63	0.10	----	----	----	----	----	----	----	----	0.10
0.10	5.95	247.69	0.18	----	----	----	----	----	----	----	----	0.18
0.12	6.94	247.75	0.32	----	----	----	----	----	----	----	----	0.32
0.13	7.93	247.83	0.54	----	----	----	----	----	----	----	----	0.54
0.15	8.92	247.91	0.78	----	----	----	----	----	----	----	----	0.78
0.17	9.92	248.00	1.11	----	----	----	----	----	----	----	----	1.11
0.18	10.91	248.04	1.30	----	----	----	----	----	----	----	----	1.30
0.20	11.90	248.09	1.51	----	----	----	----	----	----	----	----	1.51
0.22	12.89 <<	248.15	1.79	----	----	----	----	----	----	----	----	1.79
0.23	11.90	248.20	2.08	----	----	----	----	----	----	----	----	2.08
0.25	10.91	248.24	2.30	----	----	----	----	----	----	----	----	2.30
0.27	9.92	248.28	2.50	----	----	----	----	----	----	----	----	2.50
0.28	8.92	248.31	2.64	----	----	----	----	----	----	----	----	2.64
0.30	7.93	248.34	2.74	----	----	----	----	----	----	----	----	2.74
0.32	6.94	248.37	2.82	----	----	----	----	----	----	----	----	2.82
0.33	5.95	248.38	2.88	----	----	----	----	----	----	----	----	2.88
0.35	4.96	248.40	2.92	----	----	----	----	----	----	----	----	2.92
0.37	3.97	248.40	2.95	----	----	----	----	----	----	----	----	2.95
0.38	2.97	248.41	2.96	----	----	----	----	----	----	----	----	2.96 <<
0.40	1.98	248.40	2.95	----	----	----	----	----	----	----	----	2.95
0.42	0.99	248.40	2.92	----	----	----	----	----	----	----	----	2.92
0.43	0.00	248.38	2.88	----	----	----	----	----	----	----	----	2.88
0.45	0.00	248.37	2.83	----	----	----	----	----	----	----	----	2.83
0.47	0.00	248.36	2.79	----	----	----	----	----	----	----	----	2.79
0.48	0.00	248.34	2.74	----	----	----	----	----	----	----	----	2.74
0.50	0.00	248.33	2.69	----	----	----	----	----	----	----	----	2.69
0.52	0.00	248.32	2.65	----	----	----	----	----	----	----	----	2.65
0.53	0.00	248.30	2.60	----	----	----	----	----	----	----	----	2.60
0.55	0.00	248.29	2.55	----	----	----	----	----	----	----	----	2.55
0.57	0.00	248.28	2.49	----	----	----	----	----	----	----	----	2.49
0.58	0.00	248.27	2.43	----	----	----	----	----	----	----	----	2.43
0.60	0.00	248.26	2.37	----	----	----	----	----	----	----	----	2.37
0.62	0.00	248.24	2.31	----	----	----	----	----	----	----	----	2.31
0.63	0.00	248.23	2.26	----	----	----	----	----	----	----	----	2.26
0.65	0.00	248.22	2.20	----	----	----	----	----	----	----	----	2.20
0.67	0.00	248.21	2.15	----	----	----	----	----	----	----	----	2.15
0.68	0.00	248.20	2.10	----	----	----	----	----	----	----	----	2.10

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Hydrograph Discharge Table

Time (hrs)	Inflow cfs	Elevation ft	Clv A cfs	Clv B cfs	Clv C cfs	Clv D cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	Outflow cfs
0.70	0.00	248.19	2.04	----	----	----	----	----	----	----	----	2.04
0.72	0.00	248.18	1.99	----	----	----	----	----	----	----	----	1.99
0.73	0.00	248.17	1.93	----	----	----	----	----	----	----	----	1.93
0.75	0.00	248.16	1.88	----	----	----	----	----	----	----	----	1.88
0.77	0.00	248.15	1.83	----	----	----	----	----	----	----	----	1.83
0.78	0.00	248.14	1.78	----	----	----	----	----	----	----	----	1.78
0.80	0.00	248.14	1.74	----	----	----	----	----	----	----	----	1.74
0.82	0.00	248.13	1.69	----	----	----	----	----	----	----	----	1.69
0.83	0.00	248.12	1.64	----	----	----	----	----	----	----	----	1.64
0.85	0.00	248.11	1.60	----	----	----	----	----	----	----	----	1.60
0.87	0.00	248.10	1.56	----	----	----	----	----	----	----	----	1.56
0.88	0.00	248.10	1.52	----	----	----	----	----	----	----	----	1.52
0.90	0.00	248.09	1.49	----	----	----	----	----	----	----	----	1.49
0.92	0.00	248.08	1.46	----	----	----	----	----	----	----	----	1.46
0.93	0.00	248.07	1.43	----	----	----	----	----	----	----	----	1.43
0.95	0.00	248.07	1.40	----	----	----	----	----	----	----	----	1.40
0.97	0.00	248.06	1.37	----	----	----	----	----	----	----	----	1.37
0.98	0.00	248.05	1.34	----	----	----	----	----	----	----	----	1.34
1.00	0.00	248.05	1.31	----	----	----	----	----	----	----	----	1.31
1.02	0.00	248.04	1.29	----	----	----	----	----	----	----	----	1.29
1.03	0.00	248.04	1.26	----	----	----	----	----	----	----	----	1.26
1.05	0.00	248.03	1.24	----	----	----	----	----	----	----	----	1.24
1.07	0.00	248.02	1.21	----	----	----	----	----	----	----	----	1.21
1.08	0.00	248.02	1.19	----	----	----	----	----	----	----	----	1.19
1.10	0.00	248.01	1.16	----	----	----	----	----	----	----	----	1.16
1.12	0.00	248.01	1.14	----	----	----	----	----	----	----	----	1.14
1.13	0.00	248.00	1.11	----	----	----	----	----	----	----	----	1.11
1.15	0.00	247.99	1.07	----	----	----	----	----	----	----	----	1.07
1.17	0.00	247.98	1.03	----	----	----	----	----	----	----	----	1.03
1.18	0.00	247.97	0.99	----	----	----	----	----	----	----	----	0.99
1.20	0.00	247.96	0.95	----	----	----	----	----	----	----	----	0.95
1.22	0.00	247.95	0.91	----	----	----	----	----	----	----	----	0.91
1.23	0.00	247.94	0.88	----	----	----	----	----	----	----	----	0.88
1.25	0.00	247.93	0.85	----	----	----	----	----	----	----	----	0.85
1.27	0.00	247.92	0.82	----	----	----	----	----	----	----	----	0.82
1.28	0.00	247.91	0.79	----	----	----	----	----	----	----	----	0.79
1.30	0.00	247.90	0.76	----	----	----	----	----	----	----	----	0.76
1.32	0.00	247.89	0.73	----	----	----	----	----	----	----	----	0.73
1.33	0.00	247.89	0.71	----	----	----	----	----	----	----	----	0.71
1.35	0.00	247.88	0.69	----	----	----	----	----	----	----	----	0.69
1.37	0.00	247.87	0.67	----	----	----	----	----	----	----	----	0.67
1.38	0.00	247.87	0.64	----	----	----	----	----	----	----	----	0.64
1.40	0.00	247.86	0.62	----	----	----	----	----	----	----	----	0.62
1.42	0.00	247.85	0.60	----	----	----	----	----	----	----	----	0.60
1.43	0.00	247.85	0.59	----	----	----	----	----	----	----	----	0.59
1.45	0.00	247.84	0.57	----	----	----	----	----	----	----	----	0.57
1.47	0.00	247.83	0.55	----	----	----	----	----	----	----	----	0.55
1.48	0.00	247.83	0.54	----	----	----	----	----	----	----	----	0.54
1.50	0.00	247.82	0.52	----	----	----	----	----	----	----	----	0.52
1.52	0.00	247.82	0.51	----	----	----	----	----	----	----	----	0.51
1.53	0.00	247.81	0.49	----	----	----	----	----	----	----	----	0.49

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Hydrograph Discharge Table

Time (hrs)	Inflow cfs	Elevation ft	Clv A cfs	Clv B cfs	Clv C cfs	Clv D cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	Outflow cfs
1.55	0.00	247.81	0.48	-----	-----	-----	-----	-----	-----	-----	-----	0.48
1.57	0.00	247.80	0.47	-----	-----	-----	-----	-----	-----	-----	-----	0.47
1.58	0.00	247.80	0.45	-----	-----	-----	-----	-----	-----	-----	-----	0.45
1.60	0.00	247.79	0.44	-----	-----	-----	-----	-----	-----	-----	-----	0.44
1.62	0.00	247.79	0.42	-----	-----	-----	-----	-----	-----	-----	-----	0.42
1.63	0.00	247.78	0.41	-----	-----	-----	-----	-----	-----	-----	-----	0.41
1.65	0.00	247.78	0.40	-----	-----	-----	-----	-----	-----	-----	-----	0.40
1.67	0.00	247.77	0.38	-----	-----	-----	-----	-----	-----	-----	-----	0.38
1.68	0.00	247.77	0.37	-----	-----	-----	-----	-----	-----	-----	-----	0.37
1.70	0.00	247.77	0.36	-----	-----	-----	-----	-----	-----	-----	-----	0.36
1.72	0.00	247.76	0.35	-----	-----	-----	-----	-----	-----	-----	-----	0.35
1.73	0.00	247.76	0.34	-----	-----	-----	-----	-----	-----	-----	-----	0.34
1.75	0.00	247.76	0.33	-----	-----	-----	-----	-----	-----	-----	-----	0.33
1.77	0.00	247.75	0.32	-----	-----	-----	-----	-----	-----	-----	-----	0.32
1.78	0.00	247.75	0.31	-----	-----	-----	-----	-----	-----	-----	-----	0.31
1.80	0.00	247.75	0.30	-----	-----	-----	-----	-----	-----	-----	-----	0.30
1.82	0.00	247.74	0.29	-----	-----	-----	-----	-----	-----	-----	-----	0.29
1.83	0.00	247.74	0.29	-----	-----	-----	-----	-----	-----	-----	-----	0.29
1.85	0.00	247.74	0.28	-----	-----	-----	-----	-----	-----	-----	-----	0.28
1.87	0.00	247.73	0.27	-----	-----	-----	-----	-----	-----	-----	-----	0.27
1.88	0.00	247.73	0.27	-----	-----	-----	-----	-----	-----	-----	-----	0.27
1.90	0.00	247.73	0.26	-----	-----	-----	-----	-----	-----	-----	-----	0.26
1.92	0.00	247.73	0.25	-----	-----	-----	-----	-----	-----	-----	-----	0.25
1.93	0.00	247.72	0.25	-----	-----	-----	-----	-----	-----	-----	-----	0.25
1.95	0.00	247.72	0.24	-----	-----	-----	-----	-----	-----	-----	-----	0.24
1.97	0.00	247.72	0.23	-----	-----	-----	-----	-----	-----	-----	-----	0.23
1.98	0.00	247.71	0.23	-----	-----	-----	-----	-----	-----	-----	-----	0.23
2.00	0.00	247.71	0.22	-----	-----	-----	-----	-----	-----	-----	-----	0.22
2.02	0.00	247.71	0.22	-----	-----	-----	-----	-----	-----	-----	-----	0.22
2.03	0.00	247.71	0.21	-----	-----	-----	-----	-----	-----	-----	-----	0.21
2.05	0.00	247.71	0.21	-----	-----	-----	-----	-----	-----	-----	-----	0.21
2.07	0.00	247.70	0.20	-----	-----	-----	-----	-----	-----	-----	-----	0.20
2.08	0.00	247.70	0.20	-----	-----	-----	-----	-----	-----	-----	-----	0.20
2.10	0.00	247.70	0.19	-----	-----	-----	-----	-----	-----	-----	-----	0.19
2.12	0.00	247.70	0.19	-----	-----	-----	-----	-----	-----	-----	-----	0.19
2.13	0.00	247.70	0.19	-----	-----	-----	-----	-----	-----	-----	-----	0.19
2.15	0.00	247.69	0.19	-----	-----	-----	-----	-----	-----	-----	-----	0.19
2.17	0.00	247.69	0.18	-----	-----	-----	-----	-----	-----	-----	-----	0.18
2.18	0.00	247.69	0.18	-----	-----	-----	-----	-----	-----	-----	-----	0.18
2.20	0.00	247.69	0.18	-----	-----	-----	-----	-----	-----	-----	-----	0.18
2.22	0.00	247.69	0.17	-----	-----	-----	-----	-----	-----	-----	-----	0.17
2.23	0.00	247.68	0.17	-----	-----	-----	-----	-----	-----	-----	-----	0.17
2.25	0.00	247.68	0.17	-----	-----	-----	-----	-----	-----	-----	-----	0.17
2.27	0.00	247.68	0.17	-----	-----	-----	-----	-----	-----	-----	-----	0.17
2.28	0.00	247.68	0.17	-----	-----	-----	-----	-----	-----	-----	-----	0.17
2.30	0.00	247.68	0.16	-----	-----	-----	-----	-----	-----	-----	-----	0.16
2.32	0.00	247.67	0.16	-----	-----	-----	-----	-----	-----	-----	-----	0.16
2.33	0.00	247.67	0.16	-----	-----	-----	-----	-----	-----	-----	-----	0.16
2.35	0.00	247.67	0.16	-----	-----	-----	-----	-----	-----	-----	-----	0.16
2.37	0.00	247.67	0.15	-----	-----	-----	-----	-----	-----	-----	-----	0.15
2.38	0.00	247.67	0.15	-----	-----	-----	-----	-----	-----	-----	-----	0.15

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Hydrograph Discharge Table

Time (hrs)	Inflow cfs	Elevation ft	Clv A cfs	Clv B cfs	Clv C cfs	Clv D cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	Outflow cfs
2.40	0.00	247.67	0.15	----	----	----	----	----	----	----	----	0.15
2.42	0.00	247.67	0.15	----	----	----	----	----	----	----	----	0.15
2.43	0.00	247.66	0.15	----	----	----	----	----	----	----	----	0.15
2.45	0.00	247.66	0.14	----	----	----	----	----	----	----	----	0.14
2.47	0.00	247.66	0.14	----	----	----	----	----	----	----	----	0.14
2.48	0.00	247.66	0.14	----	----	----	----	----	----	----	----	0.14
2.50	0.00	247.66	0.14	----	----	----	----	----	----	----	----	0.14
2.52	0.00	247.66	0.14	----	----	----	----	----	----	----	----	0.14
2.53	0.00	247.65	0.13	----	----	----	----	----	----	----	----	0.13
2.55	0.00	247.65	0.13	----	----	----	----	----	----	----	----	0.13
2.57	0.00	247.65	0.13	----	----	----	----	----	----	----	----	0.13
2.58	0.00	247.65	0.13	----	----	----	----	----	----	----	----	0.13
2.60	0.00	247.65	0.13	----	----	----	----	----	----	----	----	0.13
2.62	0.00	247.65	0.12	----	----	----	----	----	----	----	----	0.12
2.63	0.00	247.65	0.12	----	----	----	----	----	----	----	----	0.12
2.65	0.00	247.65	0.12	----	----	----	----	----	----	----	----	0.12
2.67	0.00	247.64	0.12	----	----	----	----	----	----	----	----	0.12
2.68	0.00	247.64	0.12	----	----	----	----	----	----	----	----	0.12
2.70	0.00	247.64	0.11	----	----	----	----	----	----	----	----	0.11
2.72	0.00	247.64	0.11	----	----	----	----	----	----	----	----	0.11
2.73	0.00	247.64	0.11	----	----	----	----	----	----	----	----	0.11
2.75	0.00	247.64	0.11	----	----	----	----	----	----	----	----	0.11
2.77	0.00	247.64	0.11	----	----	----	----	----	----	----	----	0.11
2.78	0.00	247.64	0.11	----	----	----	----	----	----	----	----	0.11
2.80	0.00	247.63	0.10	----	----	----	----	----	----	----	----	0.10
2.82	0.00	247.63	0.10	----	----	----	----	----	----	----	----	0.10
2.83	0.00	247.63	0.10	----	----	----	----	----	----	----	----	0.10
2.85	0.00	247.63	0.10	----	----	----	----	----	----	----	----	0.10
2.87	0.00	247.63	0.10	----	----	----	----	----	----	----	----	0.10
2.88	0.00	247.63	0.10	----	----	----	----	----	----	----	----	0.10
2.90	0.00	247.63	0.10	----	----	----	----	----	----	----	----	0.10
2.92	0.00	247.63	0.09	----	----	----	----	----	----	----	----	0.09
2.93	0.00	247.63	0.09	----	----	----	----	----	----	----	----	0.09
2.95	0.00	247.63	0.09	----	----	----	----	----	----	----	----	0.09
2.97	0.00	247.62	0.09	----	----	----	----	----	----	----	----	0.09
2.98	0.00	247.62	0.09	----	----	----	----	----	----	----	----	0.09
3.00	0.00	247.62	0.09	----	----	----	----	----	----	----	----	0.09
3.02	0.00	247.62	0.09	----	----	----	----	----	----	----	----	0.09
3.03	0.00	247.62	0.08	----	----	----	----	----	----	----	----	0.08
3.05	0.00	247.62	0.08	----	----	----	----	----	----	----	----	0.08
3.07	0.00	247.62	0.08	----	----	----	----	----	----	----	----	0.08
3.08	0.00	247.62	0.08	----	----	----	----	----	----	----	----	0.08
3.10	0.00	247.62	0.08	----	----	----	----	----	----	----	----	0.08
3.12	0.00	247.62	0.08	----	----	----	----	----	----	----	----	0.08
3.13	0.00	247.62	0.08	----	----	----	----	----	----	----	----	0.08
3.15	0.00	247.61	0.08	----	----	----	----	----	----	----	----	0.08
3.17	0.00	247.61	0.07	----	----	----	----	----	----	----	----	0.07
3.18	0.00	247.61	0.07	----	----	----	----	----	----	----	----	0.07
3.20	0.00	247.61	0.07	----	----	----	----	----	----	----	----	0.07
3.22	0.00	247.61	0.07	----	----	----	----	----	----	----	----	0.07
3.23	0.00	247.61	0.07	----	----	----	----	----	----	----	----	0.07

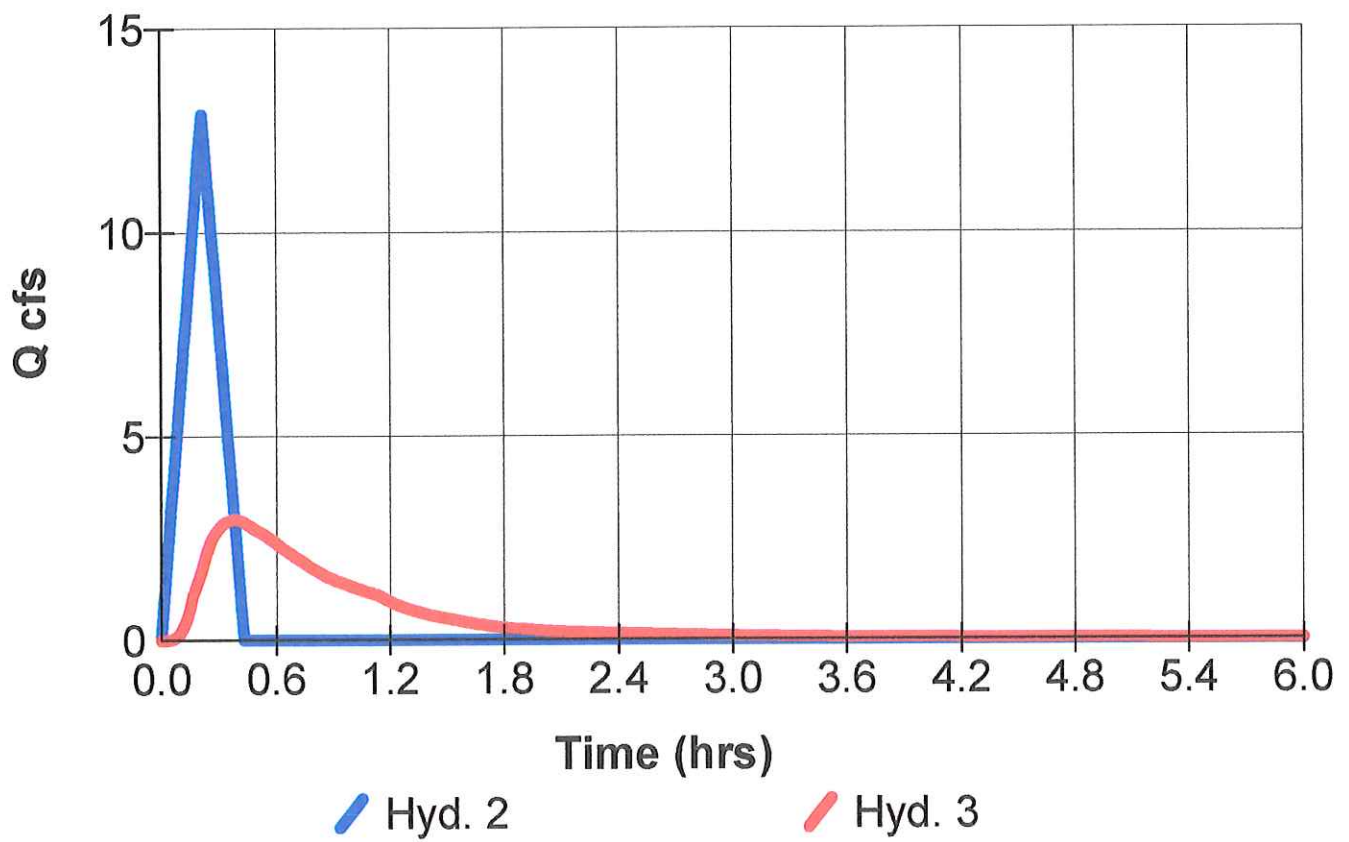
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Hydrograph Discharge Table

Time (hrs)	Inflow cfs	Elevation ft	Clv A cfs	Clv B cfs	Clv C cfs	Clv D cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	Outflow cfs
4.10	0.00	247.58	0.04	----	----	----	----	----	----	----	----	0.04
4.12	0.00	247.58	0.04	----	----	----	----	----	----	----	----	0.04
4.13	0.00	247.58	0.04	----	----	----	----	----	----	----	----	0.04
4.15	0.00	247.58	0.04	----	----	----	----	----	----	----	----	0.04
4.17	0.00	247.58	0.04	----	----	----	----	----	----	----	----	0.04
4.18	0.00	247.58	0.04	----	----	----	----	----	----	----	----	0.04
4.20	0.00	247.58	0.04	----	----	----	----	----	----	----	----	0.04
4.22	0.00	247.58	0.04	----	----	----	----	----	----	----	----	0.04
4.23	0.00	247.58	0.04	----	----	----	----	----	----	----	----	0.04
4.25	0.00	247.58	0.04	----	----	----	----	----	----	----	----	0.04
4.27	0.00	247.58	0.04	----	----	----	----	----	----	----	----	0.04
4.28	0.00	247.58	0.04	----	----	----	----	----	----	----	----	0.04
4.30	0.00	247.58	0.04	----	----	----	----	----	----	----	----	0.04
4.32	0.00	247.58	0.04	----	----	----	----	----	----	----	----	0.04
4.33	0.00	247.58	0.04	----	----	----	----	----	----	----	----	0.04
4.35	0.00	247.58	0.04	----	----	----	----	----	----	----	----	0.04
4.37	0.00	247.58	0.04	----	----	----	----	----	----	----	----	0.04
4.38	0.00	247.58	0.04	----	----	----	----	----	----	----	----	0.04
4.40	0.00	247.58	0.03	----	----	----	----	----	----	----	----	0.03
4.42	0.00	247.58	0.03	----	----	----	----	----	----	----	----	0.03
4.43	0.00	247.57	0.03	----	----	----	----	----	----	----	----	0.03
4.45	0.00	247.57	0.03	----	----	----	----	----	----	----	----	0.03
4.47	0.00	247.57	0.03	----	----	----	----	----	----	----	----	0.03
4.48	0.00	247.57	0.03	----	----	----	----	----	----	----	----	0.03
4.50	0.00	247.57	0.03	----	----	----	----	----	----	----	----	0.03
4.52	0.00	247.57	0.03	----	----	----	----	----	----	----	----	0.03
4.53	0.00	247.57	0.03	----	----	----	----	----	----	----	----	0.03
4.55	0.00	247.57	0.03	----	----	----	----	----	----	----	----	0.03
4.57	0.00	247.57	0.03	----	----	----	----	----	----	----	----	0.03
4.58	0.00	247.57	0.03	----	----	----	----	----	----	----	----	0.03
4.60	0.00	247.57	0.03	----	----	----	----	----	----	----	----	0.03
4.62	0.00	247.57	0.03	----	----	----	----	----	----	----	----	0.03
4.63	0.00	247.57	0.03	----	----	----	----	----	----	----	----	0.03
4.65	0.00	247.57	0.03	----	----	----	----	----	----	----	----	0.03
4.67	0.00	247.57	0.03	----	----	----	----	----	----	----	----	0.03
4.68	0.00	247.57	0.03	----	----	----	----	----	----	----	----	0.03
4.70	0.00	247.57	0.03	----	----	----	----	----	----	----	----	0.03
4.72	0.00	247.57	0.03	----	----	----	----	----	----	----	----	0.03

...End

3 - Reservoir - 100 Yr - $Q_p = 2.96$ cfs





MADISON COUNTY, MS
I certify this instrument filed/recorded
08/02/2023 3:22:58 PM
Inst. 986703 Page 1 of 8
Book: W - 4356 / 700.00
Witness my hand and seal
RONNY LOTT, C.C. BY: CH D.C.

PREPARED BY:

John S. McDavid - MSB# 2365
Montgomery McGraw, PLLC
P. O. Box 1039
Canton, MS 39046
601-859-3616

RETURN TO:

John S. McDavid
Montgomery McGraw, PLLC
P. O. Box 1039
Canton, MS 39046
601-859-3616

INDEXING: SW 1/4, Sec. 25, and SE 1/4, Sec. 26, T10N, R2E, Madison Co., MS.

STATE OF MISSISSIPPI
COUNTY OF MADISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned:

GRANTORS:

Russell Avery
110 Rudy York Rd. NW
Cartersville, GA 30121
404-202-8988

Carol Avery
606 C. Warren Rd. NE
Rome, GA 30165
706-409-6020

Larry Downs
5326 Wolf Pen Gap Rd.
Suches, GA 30572
706-747-7939

Carolyn Downs McKittrick
PO Box 93
High Springs, FL 32655
352-246-6345

does hereby sell, convey and warrant unto

GRANTEE:

Geronimo Project, LLC
319 Lake Village Dr.
Madison, MS 39110
601-416-9457

the following described real property lying and being situated in Madison County, Mississippi:

**SEE EXHIBIT "A" FOR DESCRIPTION
SEE EXHIBIT "B" FOR SURVEY**

WARRANTY OF THIS CONVEYANCE is subject to the following exceptions, to wit:

1. County of Madison, Mississippi, ad valorem taxes for the year 2023.
2. County of Madison, Mississippi, Zoning and Subdivision Regulations Ordinance, as amended.
3. Rights-of-way and easements for roads, power lines, drainage, and other utilities, and restrictive covenants of record.
4. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.

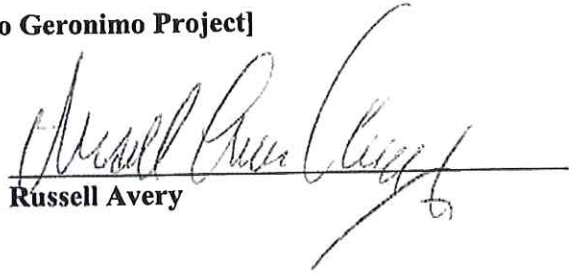
Elnora Avery died testate on June 22, 2001. The sole heir of the subject real property was Russell Avery. Her heirs at law were Russell Avery, Carol Avery and Pricilla Avery Downs. Pricillia Avery Downs died intestate on March 3, 2012 leaving Larry Downs and Carolyn Downs McKittrick as her only heirs at law. An heirship affidavit on her is recorded at Book 4346 at Page 23.

This deed may be executed in counterparts all of which will constitute one document.

WITNESS OUR SIGNATURES effective as of the dates set out below.

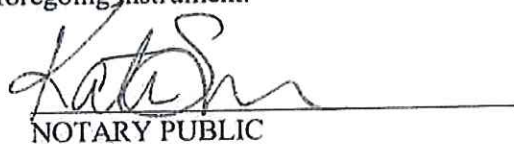
[SIGNATURES ON ATTACHED PAGES]

[Signature Page for Deed to Geronimo Project]


Russell Avery

STATE OF ~~GEORGIA~~ MISSISSIPPI
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 31 day of July 2023, within my jurisdiction, the within named **Russell Avery** who acknowledged he executed the above and foregoing instrument.


NOTARY PUBLIC

MY COMMISSION EXPIRES:



[Signature Page for Deed to Geronimo Project]

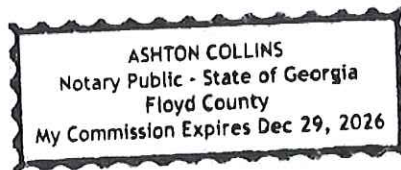
Carol Avery
Carol Avery

STATE OF GEORGIA
COUNTY OF Floyd

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 21 day of July 2023, within my jurisdiction, the within named **Carol Avery** who acknowledged she executed the above and foregoing instrument.

Ashton Collins
NOTARY PUBLIC

MY COMMISSION EXPIRES:
DEC 29, 2026
(SEAL)



[Signature Page for Deed to Geronimo Project]

Larry Downs
Larry Downs

STATE OF GEORGIA
COUNTY OF DeKalb

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 24th day of July 2023, within my jurisdiction, the within named **Larry Downs** who acknowledged he executed the above and foregoing instrument.

Tara H. Young
NOTARY PUBLIC

MY COMMISSION EXPIRES:
1/28/2024



[Signature Page for Deed to Geronimo Project]


Carolyn Downs McKittrick
Carolyn Downs McKittrick

STATE OF FLORIDA
COUNTY OF Alachua

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 21 day of July 2023, within my jurisdiction, the within named **Carolyn Downs McKittrick** who acknowledged she executed the above and foregoing instrument.

Angela Nichole Sherrell
NOTARY PUBLIC

MY COMMISSION EXPIRES:
04/25/2026
(SEAL)

 Angela Nichole Sherrell
Notary Public
State of Florida
Comm# HH257100
Expires 4/25/2026

Description of 10.26 ± acres in the NW ¼ of the SW ¼ of Section 25 and the NE ¼ of the SE ¼ of Section 26, T10N-R2E, Madison County, MS.

Commencing at a 3" metal pipe located S 89°21'49" E a distance of 329.44' from the SE corner of the NE ¼ of Section 26, T10N-R2E, Madison County, MS, said point being on the easterly boundary of a parcel described in Deed Book 451, Page 198 of the Madison County Records, run thence S 89°22'55" E a distance of 272.99' (S 89°06'36" E for 266.73' as per record) to a ½" iron pin at the NE corner of said parcel;

run thence S 00°49'19" W a distance of 1015.49' (1004.45' as per record) to a ½" iron pin in an abandoned dirt road sometimes referred to as "Canton and Moore's Ferry Road", said point being the Point of Beginning;

run thence S 31°51'24" E along said abandoned dirt road a distance of 362.81' to a ½" iron pin on the northerly boundary of a parcel described in Deed Book 1745, Page 443 of the Madison County Records;

run thence N 89°50'55" W along said northerly boundary a distance of 590.00' to a ½" iron pin on the easterly boundary of Davis Crossing Road;

run thence N 17°10'39" W along said boundary a distance of 603.57" to a right curve;

run thence along said curve (delta=13°19'42" Rt, radius=1052.84', length=244.91') with a chord bearing of N 10°30'48" W and a chord distance of 244.36';

run thence N 03°50'57" W along said boundary a distance of 367.95' to a ½" iron pin;

run thence S 89°36'05" E a distance of 56.10' to a ½" iron pin;

run thence S 45°27'35" E a distance of 162.39' to a ½" iron pin in said abandoned dirt road sometimes referred to as "Canton and Moore's Ferry Road";

run thence S 31°51'24" E along said abandoned dirt road a distance of 898.47' (886.88' as per record) to the Point of Beginning, containing 10.26 ± acres in the NW ¼ of the SW ¼ of Section 25 and the NE ¼ of the S# ¼ of Section 26, T10N-R2E, Madison County, MS.

Prepared by:
Wayne Stafford, PE, PLS
498 Hwy 468
Brandon, MS 39042
(601) 278-3417



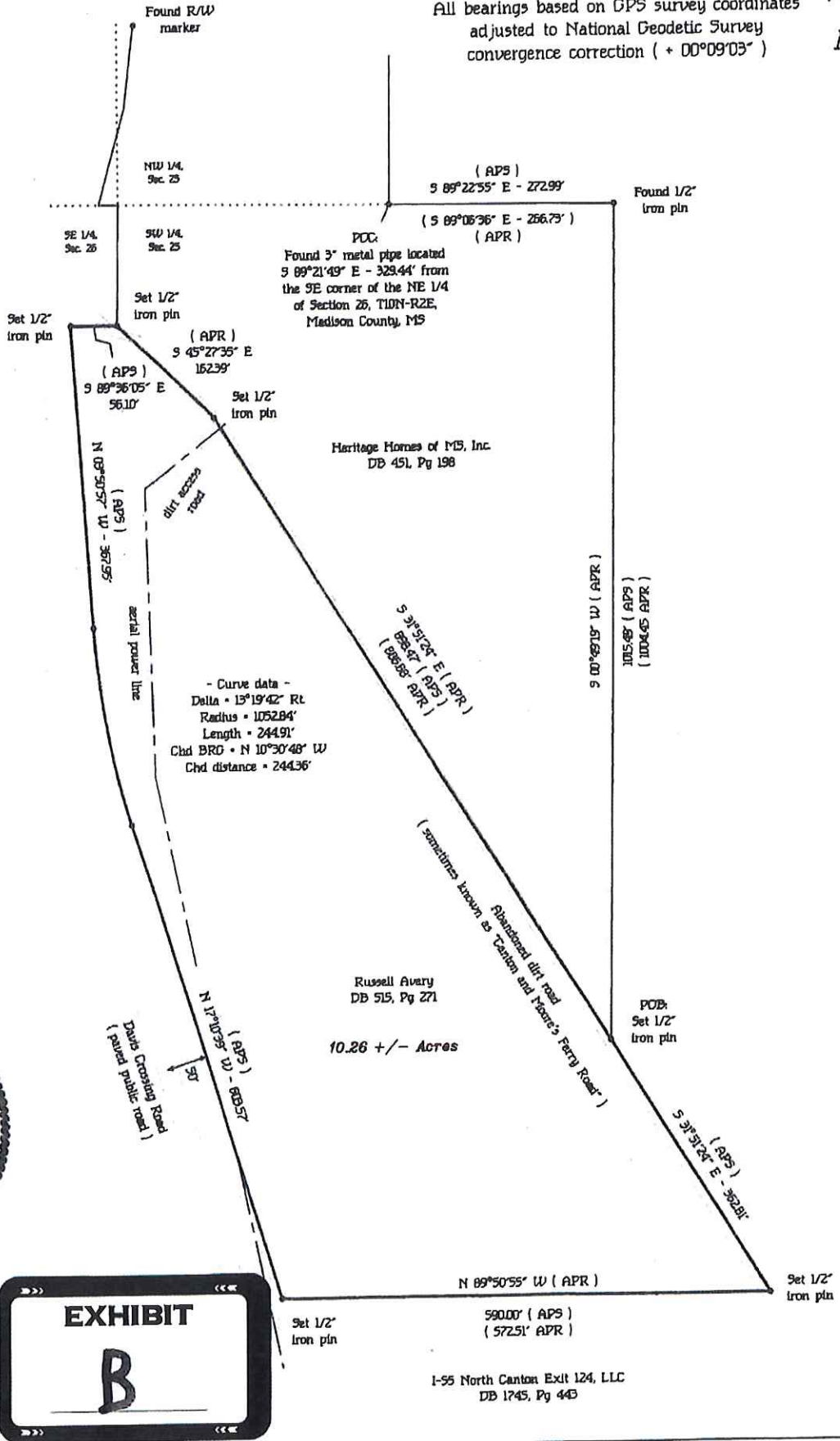
Plat of Survey of 10.26 +/- Acres in the NW 1/4 of the SW 1/4 of Section 25 and the NE 1/4 of the SE 1/4 of Section 26, T10N-R2E, Madison County, MS



LEGEND
 POC: Pt. of Commencement
 POB: Pt. of Beginning
 APS: As Per Survey
 APR: As Per Record
 DB: Deed Book

All bearings based on GPS survey coordinates adjusted to National Geodetic Survey convergence correction (+ 00°09'03")

Scale: 1" = 180'
 Class "B" Survey
 Date of plat:
 July 8, 2023



Wayne Stafford, PE, PLS
 Stafford Land Surveying, LLC
 498 Hwy 468
 Brandon, MS 39042
 (601) 278-3417



STATE OF MISSISSIPPI

COUNTY OF MADISON

**PLAN OF CONDOMINIUM AND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR CITY GARAGE, LLC**

THIS PLAN, made on the date hereinafter set forth by City Garage, LLC, a Mississippi limited liability company, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Madison County, State of Mississippi, which is more particularly described hereafter, and hereby adopts this Plan of Condominium covering said real estate, which condominium shall be known henceforth as CITY GARAGE:

WHEREAS there is attached hereto as Exhibit "A" a survey plat of said land as above described which shows the location of each condominium unit, its proximity to other units and each unit's dimensions, as well as all elements of common ownership.

NOW THEREFORE, pursuant to the Mississippi Condominium Law (Section 89-9-1, et seq., Miss. Code 1972 Ann., as amended), Declarant and all recorded holders of security interest in said property do hereby submit the above described property to the provisions of the Act and subject it to the condominium form of ownership as City Garage, LLC, as provided for in the Act and Declarant hereby declares that all of the properties described above shall be held, sold and 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 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 AND DESCRIPTIONS

Section 1. Definitions. The terms used herein shall have the same meaning as set forth in the Act and as follows, unless the context otherwise requires:

(a) "Act" shall mean the Mississippi Condominium Law of the State of Mississippi, as found in Title 89, Chapter 9, Section 1, et seq. of the Mississippi Code of 1972, Annotated, and amendments thereto.

(b) "Association" shall mean and refer to City Garage Condominium Association, Inc., a Mississippi nonprofit corporation, its successors and assigns, an organization comprised of the owners of units and Declarants.

(c) "Common Area" or "common area" or "Common Elements" or "common elements" shall mean and include all parts of the condominium property not located within the boundaries of a unit. Pursuant to Section 89-9-13 of the Act, each unit is allocated an undivided percentage interest in the Common Area in relation to each other unit, as further specified in paragraph (i) of Section 2(c) of this Article 1.

(d) "Common Expenses" or "common expenses" shall mean all expenditures lawfully made or incurred by, or on behalf of, the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves.

(e) "Declarant" or "Developer" shall mean and refer to City Garage, LLC, a Mississippi limited liability company, its successors and assigns. Any right, right of approval or obligation of the Declarant shall automatically be assigned to the Condominium Association upon termination of the Declarant's rights hereunder.

(f) "Limited Common Area" or "limited common area" shall mean and include the exclusive use of that portion or portions of the common area, if any, reserved for and granted to a specific unit as provided in Article II, Section 3 hereof to the exclusion of the other units.

(g) "Owner" or "owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple interest to any unit which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

(h) "Properties," "Condominium," "Project," or "Property" shall mean the entire parcel of real property divided or to be divided into Condominiums, including the land, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto including any additions thereto as may hereafter be brought within the jurisdiction of the Association.

(i) "Unit" or "unit" shall mean a portion of the condominium within the boundaries hereinafter described which is not owned in common with all other owners of other units in the

condominium project. Each unit consists of one of the garage condominium units that has a unit designation as hereinafter set forth and its appurtenant percentage of undivided interest in the Common Area. Each unit's appurtenant percentage of undivided interest in the Common Area shall be the product of one hundred percent (100%) multiplied by a fraction, the numerator of which is the total gross square footage located in such unit as shown on the Condominium Plat attached hereto as Exhibit "A" and the denominator of which is the total gross square footage of all units in the Condominium as shown on the said Condominium Plat.

The units are depicted on the plans of the buildings recorded in the office of the Chancery Clerk of Madison County, Mississippi in accordance with Section 89-9-9 of the Act. Except as provided in Section 1(c) of this Article, which describes the Common Areas, each unit includes that part of the structure which lies within the following boundaries:

i. Any and all conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services which serve only one unit or part of that unit, when located within the boundaries thereof, shall be and are deemed to be included within the boundaries of the unit so served.

ii. The owner of each respective unit shall not be deemed to own separately the basic structural and supporting portions of the perimeter walls, floors, and ceilings, surrounding his respective unit, nor shall such owner be deemed to own separate pipes, wire, conduits or other public utility lines, running through said respective units which are utilized for or serve more than one unit, but the same shall be owned as tenants in common as part of the Common Area; however, each unit owner shall have an easement in the interest of the other owners in and to the aforesaid Common Areas and facilities as shall be necessary for the support maintenance, use and enjoyment of his unit; such owner shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings and the facilities, fixtures and equipment built or placed in and outside said unit and used for the exclusive service and convenience of such unit.

Section 2. Description.

(a) Description of unit and other improvements. City Garage Condominium projects will initially consist of one-story garage units constructed of wood, brick and concrete. The garage units will be supplied with electricity, water, sewer, gas and central heating and air conditioning equipment. The garage units are more fully depicted on the Condominium plat and floor plans which are annexed hereto and made a part hereof as Exhibit "A".

Other significant improvements in City Garage Condominium project include roadways, walkways, green area, and parking areas.

(b) Unit designation and description. The unit designation of each unit, its location, dimensions, approximate area, the immediate common area to which it has access, and other

data concerning its proper identification as set forth in the Condominium plat and floor plans attached hereto as Exhibit "A". The units are defined and described as set forth in Section 1(i) and Section 2(a).

(c) Description of Common Elements. Common Elements as defined in Section 1(c) of this Article 1 shall include but not by any way of limitation, roofs, foundations, pipes, ducts, flues, floors, ceilings, conduits, wires and other utility installations to the outlets bearing walls, bearing columns, perimeter walls to the undecorated or unfinished interior surfaces thereof, regardless of location, walkways, landscaped areas, drives, vehicular parking and facilities which are now hereafter contained within the property, all limited common elements as hereinafter described, all installations of power, lights, gas, hot and cold water, existing for common use, and all parts of the property necessary or convenient to its existence, maintenance, and safety or normally in common use.

ARTICLE II **PROPERTY RIGHTS**

Section 1. Ownership and Owner's Easements of Enjoyment. The above described land, buildings and all improvements located in the project are and shall be constituted as a condominium project as defined by the Act and shall continue as such forever unless terminated in the manner provided herein or in said Act and every owner of a unit therein shall have and be entitled to all the rights and privileges granted under said Act subject to the provisions as herein set forth:

(a) Each unit shall be individually transferred, conveyed and encumbered and shall be subject to ownership, possession, mortgage or sale and all other acts common to the ownership of real property solely and entirely independent of the other units in the project.

(b) Every owner of a unit shall have an exclusive ownership of his unit and 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 unit, subject to the following provisions:

i. The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his unit remains unpaid.

ii. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided in Article IV, Section 7 and for such other purposes and subject to such other conditions as may be agreed to by the members.

iii. The right of the Association to manage and control the Common Area in accordance with this Declaration and the Articles of Incorporation and Bylaws of the Association (copies of said Articles of Incorporation and Bylaws being attached hereto as Exhibits "B" and "C", respectively).

- iv. The restrictions on transfer as set forth in Article VII hereof.
 - v. All such easements and appurtenances, however, shall be and continue to be subject to the easements for the benefit of other Units;
- (c) Easements for the benefit of the Unit;
- (d) The following easements from each Unit Owner to each other Unit Owner:
- i. Ingress and Egress. Easements through the common elements for ingress and egress for all persons making use of such common elements in accordance with the plans and specifications prepared by _____, dated _____, and approved and accepted by the Declarant.
 - ii. Maintenance, Repair, and Replacement. Easements through the Units and common elements for maintenance, repair, and replacement in the units and common elements. Use of these easements, however, for access to the units shall be limited to reasonable hours. Access may be had at any time in case of emergency.
 - iii. Structural Support. Every portion of a unit which contributes to the structural support of the Condominium buildings shall be burdened with an easement of structural support for the benefit of the common elements.
 - iv. Utilities. Easements through the units and common elements for all facilities for the furnishing of utility services within any of the buildings, which facilities shall include but not be limited to conduits, ducts, plumbing, and wiring; provided, however, that the easements for such facilities through a unit shall be substantially in accordance with the plans and specifications of the buildings.

Section 2. Delegation of Use. Any owner may delegate, in conformance with the Bylaws of the Association, his right of enjoyment of the Common Area and facilities to his employees, tenants, customers or invitees.

Section 3. Limited Common Area. Ownership of certain units may entitle the owner or owners thereof to the exclusive use of an automobile parking space within the parking areas designated on Exhibit "A" as "Limited Common Areas," which space may be assigned by the Association.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE OWNER'S ASSOCIATION

Section 1. Membership. The Members of the Owners Association shall be and consist of each and all of the following, to-wit:

The Declarant and every owner of record of the fee title to a Unit. The expression "owner of record of the fee title to a Unit" shall include a contract seller of any such Unit but shall not include any person who owns such title solely as security for the performance of an obligation or payment of a debt.

Section 2. Voting Rights. Each member shall have one vote. The Declarant shall have the same number of votes as are cumulatively held as all members plus one, provided that the Declarant membership shall terminate on the first to occur (1) the Declarant's voluntary termination of Declarant's membership, or (2) when the Declarant no longer owns any property primarily for sale within the City Garage.

Section 3. By-laws and Articles. All matters concerning meetings of the members of the Owners Association shall be special in the Articles or Bylaws of the Owners Association, as amended from time to time and by law.

Section 4. Suspension of Voting Rights. The voting rights of any member who is delinquent in payments of any assessments, charges, fees or dues hereunder owing to the Owners Association, shall be and remain suspended during the time the delinquency exists.

Section 5. Governance. The Owners Association shall be governed by a Board or Directors consisting of not less than three Members, Initially, the Board shall consist of three Members, with the number in subsequent years to be determined by the Members of the Board of Directors as provided in the Bylaws of the Owners Association. Prior to the Declarant's voluntary termination of membership or to the sale of the last piece of Property owned by the Declarant, the affairs of the Association shall be managed by the Board of Directors composed of three (3) persons who shall be appointed by the Declarant and who need not be members of this Corporation. Thereafter, the affairs of the Corporation shall be managed by a Board of Directors, composed of persons who must be members of this Corporation and shall be elected by the majority vote of the members.

Section 6. Other Voting Provisions. If the fee title to a particular unit is owned of record by more than one person or by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said unit shall not be counted.

ARTICLE IV
MANAGEMENT AND CONTROL OF COMMON AREAS

The Association shall have the exclusive right to control all of the Common Area and each unit owner's undivided interest in the Common Area is expressly made subservient to the rights

of the Association to manage and control the Common Area. It is the intention of the Declaration that the Association be free and uninhibited in the exercise of its rights and duties hereunder, and to such end the words "management and control" shall be given their broadest possible meaning. In addition, the Association shall have the following powers and duties:

Section 1. Management, Control and Common Expenses. The Association, acting by and through its Board of Directors, shall manage, operate and maintain the City Garage project and, for the benefit of the condominium units and the owners thereof, shall enforce the provisions hereof and shall pay out of a common expense fund the following:

(a) The cost of providing water, sewer, garbage and trash collection, electrical, gas and other necessary utility services for the common areas, and, to the extent that the same are not separately metered or billed to each condominium unit, for the condominium units;

(b) The cost of the services of a person or firm to manage the project to the extent deemed advisable by the Association, together with the services of such other personnel as the Board of Directors of the Association shall consider necessary for the operation of the condominium project;

(c) The cost of providing such legal and accounting services as may be considered necessary to the operating of the condominium project;

(d) The cost of painting, maintaining, replacing, repairing and landscaping the Common Area and such equipment for the Common Area as the Board of Directors shall determine are necessary and proper; including, but not limited to:

i. All portions of a unit, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to the outside walls of the building and all fixtures on the exterior thereof; boundary walls of units, floor and ceiling slabs; and load-bearing columns and load-bearing walls, all exterior walls and doors of any storage or closet located on a terrace forming a part of any unit; and

ii. All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit which service part or parts of the condominium other than the unit within which contained.

All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

e. The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the common areas; provided, however, that if any of the aforementioned

are provided or paid for the benefit of a particular condominium unit or units, the cost thereof shall be specially assessed to the owner or owners thereof in the manner provided for special assessments, except that no vote of unit owners shall be required;

f. The cost of the interior or exterior maintenance or repair of any condominium unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Director to protect the common areas or to preserve the appearance or value of the condominium project, or is otherwise in the interest of the general welfare of all owners of the condominium units; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of the condominium unit proposed to be so maintained and provided, further, that the cost thereof shall be assessed against the condominium unit on which such maintenance or repair thereof shall be rendered promptly to the then owner of said condominium unit at which time the assessment shall become due and payable and a continuing lien and obligation of said owner in all respects as other liens provided for herein; and

g. Any amount necessary to discharge any lien or encumbrance levied against the condominium project, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the Common Area rather than the interest of the owner of any individual condominium unit. Payment of this expense is discretionary with the Board of Directors.

Section 2. Association as Attorney-in-Fact. The Association is hereby irrevocably appointed as attorney-in-fact for the owners of all of the condominium units in the project, and for each of them, to manage, control and deal with the interest of such owners in the common areas of the project so as to permit the Association to fulfill all its powers, functions and duties under the provisions of this Declaration, the Articles and the Bylaws attached as exhibits. The foregoing shall be deemed to be a power of attorney coupled with an interest and the acceptance by any person or entity of any interest in any condominium unit shall constitute an appointment of the Association as attorney-in-fact as aforesaid.

Section 3. Management Agent. The Association may, at any time, by contract in writing, delegate any of its ministerial duties, powers or functions to the Management Agent. The Association and Board of Directors shall not be liable for any emission or improper exercise by the Management Agent of any such duty, power or function so delegated. Any management agreement entered into by the Association shall provide, among other things, that such an agreement may be terminated for cause by either party upon thirty (30) days written notice thereof to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods. In the event that a professional management agent is employed by the Association, then the institutional holder of any first mortgage on a unit will be entitled to timely written notice of termination of any management agreement entered into by the Association. The Board of Directors of the Association is not liable for any wrongful acts of the Management Agent. The Management Agent

selected shall provide general liability insurance and show the Association as an additional insured.

Section 4. Owner's Duty to Maintain.

(a) The owner of any condominium unit shall, at his own expense, maintain the interior of his condominium unit and any and all equipment, appliances or fixtures therein situated, and its other appurtenances. In addition to the foregoing, the owner of any condominium unit shall, at his own expense, maintain, repair, replace any plumbing, including septic tank, and electrical fixtures, water, and/or other equipment which serve only and may be in or appurtenant to such condominium unit.

(b) Windows, Doors and Patios. The owner of any condominium unit shall, at his own expense, clean and maintain the interior surface of all windows of the condominium unit, and both the interior and exterior glass surfaces of all glass entry doors of the condominium unit.

Section 5. Access at Reasonable Times. For the purpose solely of performing any of the repairs or maintenance required or authorized by this Declaration, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the owner or occupant, if practicable, to enter any condominium unit at any hour considered to be reasonable under the circumstances.

Section 6. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, septic tank, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the condominium project as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Area or for the preservation of the health, safety, convenience and/or welfare of the owners of the condominium units or the Declarant.

Section 7. Limitation of Liability.

(a) The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid out of the common expense funds, or for injury or damage to person or property caused by the elements or by the owner of any condominium unit, or other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common areas or from any wire, pipe, drain, conduit, appliance, or equipment. The Association shall not be liable to the owner of any condominium unit for loss or damage, by theft or otherwise, of articles or personal property which may be stored upon any of the Common Area.

(b) The Association shall not be liable nor shall the Association be bound either directly or indirectly to any contracts or leases (including a Management Contract) made by the Declarant pertaining to maintenance, operation or control of the Project or common area or any function or responsibility delegated to the Association pursuant to this Declaration unless such contract or lease contains a right of termination, without cause, which is exercisable without penalty at any time after Class B Membership has been terminated upon not more than 90 days notice to the other party thereto.

Section 8. Acts and Approval by the Association. Unless this Declaration, the Bylaws, the Articles, or the laws of the State of Mississippi require a vote of the membership for any action or approval required or provided for pursuant to the Declaration, Articles or Bylaws, such actions and approval required of the Association shall be made by the Board of Directors acting for and on behalf of the Association.

ARTICLE V

COMMERCIAL USE RESTRICTIONS

Section 1. Light Industrial Use. All condominium units shall be used for commercial light industrial purposes exclusively. No retail or manufacturing businesses with employees for the sale of goods are permitted. The condominium unit may be used to store goods and/or supplies while the principal work of the business owner is conducted elsewhere. Nothing in this section, or in any other section in this Declaration, shall be construed to prohibit the Declarant from the use of any condominium units which the Declarant owns for promotional or display purposes as "model garage unit" or from leasing any unit or units which Declarant owns or any other rights and uses of the Declarant as set forth in Section 2 hereof.

Section 2. Additional Rights of Declarant During Construction. Notwithstanding any provision of this Article V or any other provision of this Declaration to the contrary, it shall be expressly permissible for the Declarant or its designee to maintain, during the period of construction and sale of said units, upon such portion of the Property as the Declarant may deem necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of any improvements on the land hereinbefore described, including but without limitation, a business office storage area, construction yard, signs, model units and/or sales offices, fences, barricades, the storage of equipment and supplies on parking areas, the collecting and burning of trash during the initial construction.

Section 3. Prohibited Uses and Nuisances.

(a) No noxious, offensive, immoral, improper or unlawful trade or activity shall be carried on within the project or within any condominium unit situated thereon, nor shall anything be done therein or thereon which may be or become an annoyance to any of the other owners. No nuisances shall be permitted within the condominium project, nor shall any use or practice be

permitted which is or becomes a source of annoyance to the members or which interferes with the peaceful use and possession thereof by the members;

(b) There shall be no obstruction of any Common Area. Nothing shall be stored upon any Common Area, or within or upon any parking space (except for motor vehicles), without the approval of the Board of Directors. Parking in the common area is prohibited for extended periods. No non-working vehicles or trailers are allowed to park or remain in the common area. Depending on approval by the Board of Directors, additional trailer storage parking may be allowed in the common area that is not located in front parking area of the units. Vehicular parking upon the common areas may be regulated by the Board of Directors;

(c) No unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the Declaration and Bylaws, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the Declaration and Bylaws, or (iv) result in an increase in the insurance rate or premiums unless, in the case of such increase, the unit owner responsible for such increase shall pay the same. If the rate or premiums payable with respect to the policies of insurance taken out by the Board of Directors in accordance with the declaration and Bylaws, or with respect to any policy of insurance carried independently by any unit owner in the building as permitted by the Declaration and Bylaws shall be increased, or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest rate unit in the particular unit, or as a result of the failure of any unit owner or any occupant of a unit to comply with the requirements of the policies of insurance taken out by the Board, or as a result of the failure of any such unit owner or occupant to comply with any of the other terms and provisions of this declaration, the Bylaws or the rules and regulations, the unit owner of that particular unit shall reimburse the Association and such other unit owners respectively for the resulting additional premiums which shall be payable by the Board or such other unit owners as the case may be. The amount of any such reimbursement due to the Association may without prejudice to any other remedy of the Board be enforced by assessing the same to that particular unit as a special common charge under the Declaration and Bylaws.

(d) No structural alteration, construction, addition or removal of any portion of a condominium unit or the common elements shall be commenced or conducted except in strict accordance with the provisions of this Declaration. No waste shall be committed upon the Common Area. A unit owner shall not do anything that will impair the structural soundness or integrity of any unit or impair any easement or hereditament, nor do any act nor allow any conditions to exist which will adversely affect any units owned by others.

(e) Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any condominium unit or common areas without the prior consent in writing of the Declarant with the exception of the unit number on each unit door. The provisions of this

subsection shall not be applicable to an institutional lender during this construction phase of the condominium units.

(f) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any condominium unit or upon any Common Areas. Trash and garbage containers shall not be permitted to remain in public view. All refuse shall be deposited with care in containers or trash chutes designated for such purpose during such hours as may from time to time be designated by the Board of Directors.

(g) Nothing shall be stored upon any of the Common Areas, nor shall the cooking or preparation of food be permitted thereon, or upon any other portion of the Common Areas of the project, except for areas designated for such purposes on the Plan attached hereto and such other areas as may be designated by the Board of Directors from time to time.

(h) There shall be no violation of any rules for the use of the common areas, or to the "building rules," which may from time to time be adopted by the Board of Directors and promulgated among the membership in writing. The Board of Directors is hereby authorized to adopt such rules.

(i) Other than expressly provided herein, no action shall at any time be taken by the Association or the Board of Directors which would unreasonably favor any unit owner or unit owners over any other unit owner or unit owners.

(j) All computer, graphics, arts and printing facilities, business equipment, and all mechanical equipment installed in any unit shall be so designated, installed and used by the owner and occupant of such unit, at the expense of such owner, as to reasonable acceptable level the transmission of noise, vibration, odors and other objectionable transmissions from such unit to any other area of the building.

ARTICLE VI COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Declarant, for each unit owned by it within the Properties, hereby covenants and agrees, and each purchaser of any unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) annual maintenance assessments or charges for purposes set forth in Article VI, Section 2; (2) assessments for capital improvements as set forth in Article VI, Section 4; and (3) special assessments as set forth in Article VI, Section 5. All such assessments are to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance, capital improvement and special individual assessments, together with such

interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the unit(s) and shall be a continuing lien upon each unit against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be a continuing personal obligation of the Owner of such unit at the time when the assessment falls due.

Section 2. Purpose of Assessments. The assessments levied by the Association acting by and through its Board of Directors shall be used exclusively for the purpose of promoting the health and safety and welfare of the owners of the Properties, their successors or assigns, employees, tenants, guests and invitees and in particular for the improvement and maintenance of the Common Area; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of the Common Area, including but in no way limited to the following:

(a) The amount of all the operating expenses for operating and maintaining the Common Areas and Common Facilities and furnishing the services furnished to or in connection with the Common Areas and Common Facilities, including charges by the Association for any services furnished by it;

(b) The cost of necessary management and administration of the Common Areas and Common Facilities, including fees paid to any managing agents, attorneys or accountants;

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

(d) The cost of garbage and trash collection to the extent provided by the Association, and of utilities, including street lighting, and other services which may be provided by the Association;

(e) The cost of maintaining, replacing, repairing and landscaping the Common Areas and Common Facilities (including, without limitation, the cost of maintaining, replacing, and repairing the irrigation systems, sidewalks, drives and parking area and opening areas in the Property, and the cost of such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith);

(f) The cost of maintaining the areas outside of the paved streets and within the right-of-ways dedicated to Madison County for street and drainage purpose, and

(g) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and reserve for replacement, including but not limited to the following categories of assessment: annual assessment maintenance fund, assessments for capital improvements, reconstruction assessments, special assessments, initial operating fund

assessments and such other assessments as the Board of Directors may consider to be necessary or desirable to fulfill the purposes set forth herein.

Section 3. Annual Assessments and Maintenance Fund.

(a) The amount of the annual assessments shall be determined annually by the Board of Directors based upon its determination and estimates of the cash requirements necessary to provide for the payment of all estimated Common Expenses growing out of connected with the expenses, costs and liabilities incurred or estimated to be incurred by the Association under or pursuant to the Declaration, including costs associated with the fulfillment of the uses and purposes set forth in Section 2 hereof, expenses incurred in the operation and maintenance of the Property, payment of all deficits remaining from a previous period, and the creation and funding of maintenance funds as set forth herein and in the bylaws designed to meet the repair, replacement and maintenance needs of the Property. The omission or failure of the Board to fix the annual assessment shall not constitute a waiver, modification or a release of the members and owners from the obligation to pay same.

(b) The Board of Directors shall establish the amount of the annual assessments in accordance with its budget and shall give written notice of such assessment to each owner not less than thirty (30) days nor more than sixty (60) days prior to the beginning of such fiscal year. At that time the Board of Directors shall prepare a roster of the units and annual assessments applicable thereto, which shall be maintained by the Association and/or Management Agent and shall be open to inspection by any member/owner and a Mortgagee upon reasonable notice to the Board. Upon demand by an owner or his mortgagee at any time, the Association shall furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments of such owner's unit have been paid.

(c) If during any fiscal year the then current annual assessment proves to be excessive or inadequate for any reason, the Board may determine and establish any increase or decrease in the annual assessment and shall give at least ten (10) days written notice of such increase or decrease to each owner.

(d) The Board of Directors shall establish no fewer than two separate accounts, which shall include: (i) "Operating Account" for the current and Common Expense of the Association; (ii) "Improvement Account" a reserve for capital improvements, replacements, painting and repair of the Common Area; and (iii) any other accounts which the Board of Directors may establish to the extent necessary under the provisions of this Declaration.

Section 4. Additional Capital Improvement Assessments.

In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a capital improvement 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 capital improvement upon the Common Area, including fixtures and personal

property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of the unit owners.

Section 5. Special Assessments. The Board of Directors may levy special assessments against units for reimbursement of repairs, corrections or other actions performed by the Association pursuant to this Declaration or the Bylaws together with interest and other reasonable charges thereon resulting from the following circumstances:

(a) Insurance Proceeds Insufficient. If the proceeds of insurance obtained by the Association are not sufficient to reconstruct improvements located on the Property or otherwise effect any repair or restoration of any damage or destruction to all or any portion of the Property, then and in that event, all the Unit Owners shall be assessed, as a special assessment, for the necessary funds to restore the damaged improvements. Said special assessment shall be made by written notification to the Board to the Owners and the Property is to be repaired or restored as provided in Article XI of their Declaration and shall be payable in full to the Association, as Trustee, within sixty (60) days following such notice or as otherwise may be specified in said notice.

(b) Owners Failure to maintain Improvements. If any owner fails to maintain or repair the interior of his unit in accordance with this Declaration, and the Board causes such maintenance or repair to be performed in accordance with the provisions of this Declaration, all costs and expenses incurred in connection with such work, maintenance or repairs shall be immediately assessed and charged solely to an against such unit as a special assessment. Said special assessment shall be made by written notification by the Board to the unit owner and shall be payable in full to the Association within ten (10) days following such notice.

(c) Damaged Common Areas. If any damage or destruction to any portion of the Common Area or Limited Common Area (if any) is caused by any negligent or malicious act or omission of any owner or his invitee, the Board shall cause the same to be repaired or replaced, and all costs and expenses incurred in connection therewith (to the extent not covered or reduced by insurance proceeds paid to or received by the Association) shall be assessed and charged solely to and against said owner and his unit as a special assessment. Said special assessment shall be made by written notification from the Board to the owner and shall be payable in full to the Association within ten (10) days following such notice.

(d) Act Increasing Insurance Premiums. If the special nature of an owner's business or if any act or omission of any owner or any of his invitees shall increase the premiums for any owner or any of his invitees shall increase the premiums for any insurance policy maintained by the Association for the benefit of the Property and the owners, the amount of such increase shall be assessed and charged solely to an against such owner and his unit as a special assessment. Said special assessment shall be made by written notification from the Board to the owner and shall be payable in full to the Association within ten (10) days in advance of the date or dates for the payment of such increased insurance premiums, or within ten (10) days following such notice,

whichever is later. The making of such payment by said owner shall in no way violate, authorize, sanction, or permit the particular act or omission and shall not limit any of the right of the Association provided by law or granted herein, including without limitation the right to enjoin the particular activity.

(e) Excessive Use Damaging Property. In the event any portion of the Property is damaged as a result of excessive usage by any owner or his invitees, the cost of such maintenance and repairs shall be assessed against such unit owner as a special assessment. Such special assessment shall be made by written notification from the Board to the owner and shall be payable in full to the Association within ten (10) days following such notice.

(f) Other Special Assessments Authorized by this Declaration. In addition to the special assessments specifically authorized by the provisions of this section, whenever in this Declaration it is provided that the Association acting by and through its Board of Directors shall have the right to assess a cost or expense against the owner and his unit as a special assessment, such special assessment shall be made by written notification from the Board to the owner and shall be payable in full to the Association within ten (10) days from such notice or within such extended period as the Association shall determine shall be applicable to any such special assessment.

(g) Delinquent Payment. Any special assessment made in accordance with this Declaration shall be a separate debt of each owner against whom the same is specially assessed and against his unit and shall bear interest upon any unpaid portion thereof after the due date at the maximum rate permitted by law or at the rate of eight percent per annum, whichever is less.

Section 6. Initial Operating Fund assessment. In addition to the above assessments, each initial unit owner other than Declarant shall remit an amount equal to two-twelfths (2/12ths) of the annual assessment attributable to the initial owner and his unit. This "initial Operating Account Assessment" will not be credited toward the annual assessment of each unit owner but shall be a one-time expense to be utilized by the Board for making payments of the initial start-up costs of the Association.

Section 7. Uniform Rate of Annual and Special Assessments. Both annual and capital improvement assessments must be fixed at a uniform rate for all Units and assessed to each Unit in proportion to each Units appurtenant interest in the Common Area as defined in Article I, Section 1(i).

Section 8. Date of Commencement of Assessment. Due Dates. The annual assessments provided for herein shall commence as to all units on the first day of the month following the conveyance of a unit. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. A sum equal to one-twelfth of the annual assessment shall be paid to the Association each month, in advance.

Section 9. Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each unit for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the units and assessments applicable thereto which shall be kept in the office of the Association.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every owner subject thereto.

(c) The Board of Directors shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the unit of the non-paying Owner, which lien shall be binding upon such unit and the Owner thereof, his heirs, executors, devisees, and through its Board of Directors shall have the right to reject partial payments of any assessment and demand the full payment thereof. The obligation of the then existing Owner to pay such assessment, however, shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessments shall be unaffected by any sale or assignment of a unit and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his unit.

(b) The Association shall give written notification to the holder(s) of the mortgage on the unit of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within sixty (60) days, pursuant to Article IX of this Declaration.

(c) If any assessment or part thereof is not paid within forty (40) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum interest rate per annum which can be charged to individuals and the Association acting by and through its Board of Directors may, at its election (1) file *lis pendens* notice in the office of the Chancery Clerk of Madison County at Canton, MS, including the unit description and the unit owner, (2) bring an action at law against the owner acting by and through its Board of Directors personally obligated to pay the same in order to enforce payment, (3) and/or to foreclose the lien against the Property subject thereof after giving notice to the holder of any Recorded First Mortgage as set out in Article IX. There shall be added to the amount of such *lis pendens* and/or assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment

as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action and/or all costs of foreclosure, including a reasonable attorney's fee.

Section 11. Reserves for Replacements. The Board of Directors shall establish and maintain a reserve fund for repair and replacements of the Common Areas and shall allocate and pay to such reserve account whatever amount may be designated from time to time by the Board of Directors from annual assessments. Amounts paid into such account shall be conclusively deemed to be a common expense of the Association, and all such amounts may be deposited in any banking institution, the accounts of which are insured by an agency of the United States of America, or, in the discretion of the Board of Directors, may be invested in obligations of, or obligations fully guaranteed as to principal by the United States of America. The reserve account for replacements of the Common Areas and Common Facilities may be expended only for the purpose of affecting the replacement of the Common Areas and common facilities, for major repairs to any sidewalks, parking areas, drives or roadways on the Property, for equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas and common facilities. The Board of Directors may establish such other reserves for such other purposes as it may from time to time consider to be necessary or appropriate. The proportional interest of each Member in any such reserves shall be considered an appurtenance to this unit, and it shall not be withdrawn, assigned or transferred separately from or otherwise than as an appurtenance to the unit to which it appertains, and shall be deemed to be transferred with such unit.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on the property, or upon any individual unit. Sale or transfer of any unit shall not affect the assessment lien. Provided, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which become due prior to such sale or transfer, and no such sale or transfer shall relieve such owner from liability for any assessments thereafter becoming due or from the lien thereof, and the grantee of any such unit shall become an owner thereof subject to this Declaration and the exhibits hereto.

ARTICLE VIII

CONSENT OF HOLDERS OF FIRST DEED OF TRUST

During the period when the lien of a first mortgage covers any unit, neither the Members, nor the Board of Directors, nor the Association, by any act of omission shall do any of the following things without the written consent and approval of all of the said holders of first deeds of trust:

(a) Abandon, partition, subdivide, encumber, sell or transfer any of the common areas of community facilities; provided, however, that the granting of rights of way, easements and the like for public utilities or for other purposes consistent with the use of common areas and community facilities by the members of the Association shall not be considered an encumbrance, sale or transfer within the meaning of this subsection; or

- (b) Abandon or terminate this Declaration; or
- (c) Modify or amend any material of substantive provision of this Declaration or the Bylaws of the Association.
- (d) Abandon or terminate the condominium project except for abandonment or termination provided by law in case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

ARTICLE IX
ADDITIONAL RIGHTS OF MORTGAGEES

Section 1. The holders, insurers or guarantors of any first mortgage on a unit in the Project will, upon written request, be entitled to: (a) inspect the books and records of the Project during normal business hours; and (b) receive an annual audited financial statement of the Project within 90 days following the financial statement of the Project within 90 days following the end of any fiscal year of Project; and (c) current copies of this Declaration, the Bylaws of the Association and other rules concerning the Project.

Section 2. In the event of substantial damage to or destruction of any unit or any part of the common area, then the holder of any first mortgage on a unit will be entitled to timely written notice of any such damage or destruction and no provision of any document establishing the Project will entitle the owner of unit or any other party shall be entitled to priority over such institutional holder with respect to the distribution to such unit of the proceeds of any award or settlement.

Section 3. If any unit or portion thereof or the common area or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on a unit will be entitled to timely written notice of any such proceeding or proposed acquisition and notwithstanding any other provisions of this instrument, neither the owner of a unit or any other party shall be entitled to priority over such institutional holder with respect to the distribution to such unit of the proceeds of any award or settlement.

Section 4.

(a) The Association shall properly notify the holder of the recorded first mortgage on any unit as to which any assessment levy pursuant to this Declaration, or any installment thereof, shall become and remain delinquent for a period in excess of sixty (60) days and the Association shall properly notify the holder of the record first mortgage on any unit as to which there is a default by the owner with respect to the performance of any other obligation under this Declaration which remains uncured for a period in excess of sixty (60) days. Any failure to give such notice shall not affect the validity or priority of any recorded first mortgage on any unit and

the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure. Also, any failure to give any such notice shall not affect the validity of the lien for any assessment levied under this Declaration, nor shall any such failure affect any of the priorities or liens of the Association as specified herein.

(b) No suit or other proceedings may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days written notice to the holder of the recorded first mortgage encumbering the unit which is the subject matter of such suit or proceeding.

ARTICLE X EASEMENTS

Section 1. Enjoyment of Common Area. Every owner shall have a right and easement of enjoyment in and to the unlimited common area (as distinguished from limited common area) and such easement shall be appurtenant to and shall pass with the title to every unit, subject to the following provisions: (a) the right of the Association's Board of Directors to limit the number of guests that may use the common area; (b) the right of the Association's Board of Directors 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 unit remains unpaid, and for a period not to exceed 60 days for any infraction of its rules and regulations. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the common area to tenants who occupy his unit or any portion thereof under any lease approved pursuant to the provisions of this Declaration.

Section 2. Encroachments and Support. Each unit and the property included in the common area shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event that the building is partially or totally destroyed and then rebuilt, the owners of the units so affected agree that minor encroachments of parts of the adjacent unit or common area due said encroachment and the maintenance thereof shall exist. Every portion of a unit contributing to the support of an abutting unit shall be burdened with an easement of support for the benefit of such abutting unit.

Section 3. Utilities, etc. There is hereby granted a blanket easement upon, across, and under all of the property for ingress, egress, installation, replacing, repairing and maintaining all utilities including, but not limited to, water, sewers, septic tanks, telephone and electricity and fiber optic lines. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the units. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, septic tanks, water lines, or other utilities may be installed or relocated on said property except as initially programmed and approved by the Declarant or thereafter or the Association's Board of Directors. Should any utility furnishing

a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article XII shall in no way affect any other recorded easement on said property.

Section 4. Developer's Easement. Declarant, and persons it may select, shall have the right of ingress and egress over, upon, and across the general and limited common elements and this right to store materials thereon and make such other use thereof as may be reasonably necessary incident to construction, development, and sales of the condominiums and operation of the units and common elements in connection with City Garage condominium development and the overall developments of which the property is a part. Declarant and its agent shall retain the right to use the business sales office and model units and the general and limited common areas is connected therewith, during the period of development and sales by City Garage.

Section 5. Other. There is hereby granted a blanket easement to the Association, its directors, officers, agents and employees, to any Manager employed by or on behalf of the Association and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the property or any part thereof is the proper performance of their respective duties. Except in the event of emergencies, the rights accompanying the easements provided for in this Article X shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with the permission of the Owner or Owners directly affected thereby.

Section 6. Right of Entry. The Board of Directors and its authorized agents shall have a limited right of entry in and upon any unit as set forth in Article IV. Section 5 for the purpose of inspecting the Unit, and taking whatever corrective action considered necessary or proper by the Board of Directors, pursuant to the provisions of this Declaration, and removing violations of the provisions of this Declaration, the Bylaws and rules and regulations hereinafter adopted, including, but not limited to, providing necessary maintenance to any Unit, inspecting or reading of any special electrical metering devices and correcting any emergency originating or threatening the Units or Common Area. In the case of an emergency, such right of entry shall be immediate and the Board shall be entitled to obtain a key to all Units in order to facilitate this right. No provision contained herein shall be construed to impose any obligation upon the Association to maintain or repair any property or improvements required to be maintained or repaired by the Owners or to cure or prevent the occurrence of any emergency or threatening condition or circumstances.

ARTICLE XI

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors shall have the authority to and shall obtain insurance for all of the improvements on the property (with the exception of improvements and betterments made by the respective owners at their expense) against loss or damage by fire or other hazards, including extended coverage, vandalism and

malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a comprehensive general liability insurance policy covering all common area, the Association, the Board of Directors with a blanket contractual endorsement with a combined single limit of \$1,000,000 per occurrence, for personal and bodily injury, death and property damage, and an umbrella liability policy, so-called, with a limit of \$1,000,000 per occurrence, or such higher limits as the Board may from time to time determine to be reasonable and proper. Premiums for all such insurance coverage shall be common expenses. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association for each of the unit owners in the percentages of undivided interest in and to the common area as provided for in Article IV hereof. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company, admitted or nonadmitted, holding a Best's Rating Classification of "A".

(b) All policies shall be for the benefit of the unit owners and their mortgages as their interests may appear.

(c) Provision shall be made for the issuance of a certificate of insurance to each owner and his mortgagee, if any, which shall specify the proportionate amount of such insurance attributable to the particular owner's unit.

(d) The original of all policies and endorsements thereto shall be deposited with the Board of Directors of the Association which shall hold them, subject to the provisions of Section 3 of this Article.

(e) Exclusive authority to adjust losses under policies hereafter in force on the property shall be vested in the Association's Board of Directors; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(f) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual owners or their mortgagees.

(g) Each owner must obtain owner's liability insurance, theft and other insurance covering improvements, betterments and personal property damage and losses of property located within the owner's unit. The Association does not carry insurance coverage for the contents of unit owner. No owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the owners and their mortgagees, may realize under any insurance policy which the Association's Board of Directors may have in force on the property at any particular time.

(h) Each owner shall submit its proof of insurance and renewals of same to the Association's Board of Directors within 30 days after purchase of such insurance.

(i) It shall be the individual responsibility of each owner at his own expense to purchase, as he sees fit, owner's title insurance on his individual unit,

(j) The Association's Board of Directors shall conduct periodic insurance reviews which shall include a replacement cost appraisal, without respect to depreciation, of all improvements on the property (with the exception of improvements and betterments made by the respective owners at their expense) by one or more qualified persons at least one of whom should be a qualified building cost estimator.

(k) The Association's Board of Directors shall be required to make every reasonable effort to secure insurable policies that will provide for the following: (1) a waiver of subrogation by the insurer as to any claims against the Association's officers and Board of Directors, its Manager, the owners and their respective servants, employees, agents and invitees; (2) a waiver by the insurer of its right to repair and reconstruct instead of paying cash; (3) that the master policy on the property cannot be cancelled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized Manager without a prior demand in writing delivered to the Association of cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Manager, any owner or mortgages; and (5) that any "other insurance" clause in the master policy exclude individual owner's policies from consideration.

Section 2. No Partition. There shall be no judicial partition of the property or any part thereof, nor shall the Declarant or any person acquiring any interest in the property of any part thereof seek any such judicial partition except: (1) as set forth in Section 4 of this Article in the case of damage or destruction of the property and (2) as provided by Section 89-9-35 of the Miss. Code of 1972, as the same may be hereafter amended or modified and any other applicable laws of the State of Mississippi.

Section 3. Property Loss. (a) All insurance policies purchased by and in the name of the Association shall provide that proceeds covering property losses shall be paid to the Association.

(b) The Association shall receive such proceeds as are paid and delivered to it and hold such proceeds in trust for the benefit of the owners and their mortgagees in the following shares. An undivided share of such proceeds on account of damage or destruction to the common area shall be held in trust for the owners in accordance with their respective percentages of undivided interest in and to the common area as provided for in Article IV hereof. Proceeds on account of damage or destruction to units shall be held in trust for the owners of the damaged or destroyed units in proportion to the cost of repairing or reconstructing the damage or destruction suffered

by each such owner. In the event that a mortgagee endorsement has been issued as to any particular unit, the share of each unit owner shall be held in trust for such owner and his mortgagee as their interest may appear.

(c) Proceeds of insurance policies received by the Association shall be disbursed as follows:

a. If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, such proceeds shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying cost of repairs or reconstruction shall be disbursed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(ii) If it is determined as provided for in Section 4 of this Article that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such persons as therein provided.

(iii) Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, sales proceeds or any combination thereof, for any purpose whatsoever shall be made pursuant to and in accordance with a certificate of the Association signed by the President or Vice President and attested by the Secretary setting forth whether or not the damage or destruction is to be repaired or reconstructed and whether the damage or destruction was to the common area or one or more units or both. If the damage or destruction is not to be repaired or reconstructed, said certificate shall direct those disbursements be made as provided in accordance with the terms of Section 4(c) of this Article.

If the damage or destruction is to the common area and is to be repaired or reconstructed, said certificate shall also be signed by or on behalf of the mortgagee known by the Association to have the largest interest in or lien upon such common area and may direct that disbursements be made by the Association to those persons and in such amounts as may be specified therein or, in the alternative, said certificate may authorize the Association to make disbursements upon and pursuant to such written authorizations as may be submitted to it by an architect or other person named therein as having been employed by the Association to supervise such repairs or reconstruction.

The Board of Directors of the Association shall not incur any liability to any owner, mortgagee or other person for any disbursements made by it pursuant to and in accordance with any such certificates or written authorizations.

Section 4. Damage and Destruction. (a) Immediately after the damage or destruction by fire or other casualty to all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed

estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) In the event more than 75% of the project has been destroyed or substantially damaged, any such damage or destruction shall be repaired or reconstructed unless at least 50% of the total vote of the Association shall decide within 60 days after the casualty, not to repair or reconstruct. If, for any reason the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction are not made available to the Association within fifteen (15) days prior to the expiration of said period of 60 days after the casualty, then such period shall be extended until twenty (20) days following the date such information shall be made available to the Association; provided, however, that said period of time shall in no event exceed 120 days after the casualty.

(c) In the event that it should be determined by the Association in the manner prescribed above that the damage or destruction shall not be repaired or reconstructed, then and in that event (i) the property shall be deemed to be owned in common by the unit owners, (ii) the undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common area, (iii) any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the percentage of undivided interest of the unit owner in the property and (iv) the property shall be subject to an action for partition by sale upon the bringing of a suit by any unit owner, in which event the net proceeds of sale shall be paid to the Association. Said net proceeds of sale, together with the net proceeds of the insurance on the property, shall be considered as one fund which shall be divided among all of the unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective share of the unit owners, to the extent sufficient for the purpose, all liens of the undivided interest in the property owned by each unit owner. Disbursements to such owners shall be made as provided for in Section 3 of this Article. The foregoing provisions of this Section 4(c) shall apply only as long as may be necessary to comply with the applicable provisions of the Act. The foregoing provisions of this Section 4 (c) shall apply only as long as said provisions are not in conflict with Section 89-9-35 of the Miss. Code of 1972 or any other applicable laws of the State of Mississippi. In the event that the laws of the State of Mississippi should be hereafter amended so as to eliminate the right of action for partition upon determining that the damage or destruction shall not be repaired or reconstructed, then this Section 4(c), and such other provisions hereof as may be necessary to its implementation, shall be deemed amended accordingly.

Section 5. Repair and Reconstruction. (a) If the damage or destruction for which the insurance proceeds are paid to the Association is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors of the Association shall, subject to Article VI hereof and without a vote of the members, levy a special assessment against all owners of the damaged units, and against all owners in the case of damage to the common area, in sufficient amounts to provide funds to pay such excess cost of repair or

reconstruction. Additional assessments may be made in a similar manner at any time during or following the completion of any repair or reconstruction. Such assessments on account of damage to the common area shall be in proportion to the owner's share in the common area.

(b) Any and all sums paid to the Association under and by virtue of those special assessments provided above to defray the estimated excess cost of repair or reconstruction shall be deposited by the Association. The proceeds from insurance and assessments, if any, received by the Association, when the damage or destruction is to be repaired or reconstructed, shall be disbursed as provided for in Section 3 of this Article.

Section 6. Minor Repairs. (a) Notwithstanding the foregoing provision of this Article, in the event of damage by fire or other casualty to either the common area or a single unit covered by insurance written in the name of the Association and if the insurance proceeds initially offered or paid therefor are less than \$2,000.00 and the estimated cost of repairing such damage is less than twice the amount of such proceeds, than the instrument by means of which such proceeds are paid shall be endorsed by the Insurance Trustee and delivered to the Association and the damage shall be repaired in accordance with the following provisions.

(b) If the damage is confined to the common area, such insurance proceeds shall be used by the association to defray the cost of such repairs. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be retained by the Association or its duly authorized agent and placed in the reserve maintenance account or such other account as may be established for the purpose of providing for the maintenance, repair and replacement of the common area. If the cost of such repairs exceed the amount of such insurance proceeds, such excess may be provided subject to Article VI hereof either by means of a special assessment levied by the Board of Directors, without a vote of the members, against all owners in proportion to each owner's share in the common area or by means of an appropriation from the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the common area as the Board of Directors in the exercise of its sole discretion may determine.

(c) If the damage is confined to a single unit, such insurance proceeds shall be used by the Association to defray the cost of such repairs. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be paid jointly to the owner and his mortgage, if any, who may use such proceeds as they along may determine. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess shall be provided by means of a special assessment levied by the Board of Directors, subject to Article VI hereof and without a vote of the members, against the owner of the damaged unit. Payments for repairs provided for in this subparagraph (c) shall be made only after all such repairs have been completed and approved by the Association, the owner and his mortgage, if any, which approval shall not be unreasonably withheld.

ARTICLE XII

CONDEMNATION

In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking may be payable to the Board of Directors. If 75% or more of the unit owners duly and promptly approve the repair and restoration of such Common Elements, the Board of Directors shall arrange for the repair and restoration of such common elements, and the Board of Directors, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75% or more of unit owners do not duly approve the repair and restoration of such common elements, within ninety (90) days following such taking, the Board of Directors, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of damages, as provided in Section 4 of Article XI of this Declaration.

ARTICLE XIII **ARCHITECTURAL CONTROL**

Section 1. Architectural Review.

(a) No construction of any nature, whatsoever shall be commenced or maintained upon any unit, or the common area not shall there be any change or alteration therein be made unless and until the proposed plans and specifications showing the nature, kind, shape, height, materials, color or finish and construction schedule shall have been submitted to and approved in writing by the Architectural Review Committee, composed of five (5) or more representatives which may or may not be members or Directors of the Association. So long as the Declarant owns any unit subject to this Declaration, three (3) of the representatives shall be appointed by the Declarant; the two (2) remaining representatives shall be appointed by the Board.

(b) The two (2) copies of all plans and related data shall be furnished the Architect Review Committee. One (1) copy shall be retained by the Committee and the other copy shall be retained by the unit owner marked "Approved" or "Disapproved." Approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of the items found unacceptable. In the event the Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to said Committee, approval will not be required, and this Article will be deemed to have been fully complied with.

(c) Refusal of approval of plans, specifications or locations may be based by the Architectural Review Committee upon any ground, including purely aesthetic considerations, so long as they are not arbitrary and capricious. Neither the Board nor the Architectural Review Committee shall be liable to a unit owner, as provided in Section 4 of Article XI of this Declaration.

(d) Refusal of approval of plans, specifications or locations may be based by the Architectural Review Committee upon any ground, including purely aesthetic considerations, so long as they are not arbitrary and capricious. Neither the Board or the Architectural Review Committee shall be liable to a unit owner or to any other person on an account of any claim, liability or expense suffered or incurred by or threatened against a unit owner or such other person arising out of or any way relating to the subject matter of any reviews, acceptance, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Committee or public authorities whether given, granted or withheld.

Section 2. Rules, and Regulations, etc. The Architect Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and contents of plans and specifications to be submitted to it for approval, and may publish and record such statements of policy, standards, guidelines and may establish such criteria relative to matters relative to architectural review and the protection of the environment and value of the property, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provisions or requirement of this Declaration. The decision of the member who has aggrieved by any action or forbearance from action by the Committee (or any policy, standard or guideline established by the Committee) may appeal the decision of the Architectural Review Committee to the Board of Directors, and upon written request, such member shall be entitled to a hearing before the Board of Directors, who shall either approve or disapprove of the decision of the Architectural Review Committee upon the grounds of reasonableness of its decision.

Section 3. Building Criteria. The following building criteria is hereby adopted for all units:

See Exhibit _____ attached hereto.

ARTICLE XIV **GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and the Bylaws and Articles of Incorporation of the Association. 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 affect any other provisions, the remainder of which shall remain in full force and effect.

Section 3. Amendment. Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

(a) Notice. Notice of each matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) Resolutions. Resolutions for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approval must be either by:

i. Not less than 66 2/3% of the entire membership of the Board of Directors and not less than a majority of the entire membership of the Association.

ii. Not less than 75% of the votes of the entire membership of the Association.

iii. Until the first election of directors, only by all of the directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements; provided, however, that any owner may combine one or more units and use the combined units as one unit. In which case, the perimeter of the combined units shall be the boundaries of such unit rather than the perimeter boundaries of the individual units so combined.

(c) No amendment shall discriminate against any unit owner or against any unit or class or group of units unless the unit owners so effected shall consent. No amendment shall change any unit nor the share in the common elements appurtenant to it, nor, nor increase the owner's share of common expenses, unless the record owner of the unit and all recorded owners of liens thereon shall join in the execution of the amendment. Neither shall an amendment make any change in Article XI entitled "Insurance and Casualty Losses" unless the record owners of all mortgages upon the condominium or any part thereof shall join in the execution of the amendment.

(d) Execution recording. A copy of each amendment shall be certified by the president or secretary of the Association as having been duly adopted and shall be effective when recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi.

Section 4. Real Estate Taxes. Real estate taxes shall be separately taxed to each unit owner for his unit and his corresponding percentage of ownership is the common area as provided in the Act. Taxes for the end of the year are not separately taxed to each unit owner, but rather taxed on the property as a whole, then the Declarant shall pay all such taxes, assessments, and other charges for the year, and shall be entitled to an apportionment and proration of such taxes with respect to the sale of any unit made during the taxable year, in the manner agreed upon in the contract of sale. Each unit owner covenants and agrees to the above basis of taxation; and all unit owners, both present and future, irrevocably instruct and empower the Association to take all steps necessary to ensure that the above method and basis of taxation is applied and respected

by any and all taxing units of the State of Mississippi and of any local subdivision or any other taxing or assessing authority thereof.

ARTICLE XV
CONSENTS

Section 1. Certificate of Consent by Declarant. By executing this Plan of Condominium, Declarant, the owner of the real property hereinabove described, hereby consents to the recordation of the Plan pursuant to the provisions of Chapter 9, Section 899-1-1, et seq., Mississippi Code of 1972, as amended.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal, this the ____ day of _____, 2024.

CITY GARAGE, LLC

By: _____

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named _____, personally known to me to be a Member of CITY GARAGE, LLC, who, after being duly sworn on oath, states that he signed, sealed and delivered the above and foregoing instrument on the day and for the purposes therein mentioned, for and on behalf of said limited liability company, having been first duly authorized so to do.

WITNESS my signature and official seal of office, this ____ day of February 2024.

NOTARY PUBLIC

My Commission Expires:
