

**BEFORE THE MADISON COUNTY, MISSISSIPPI
BOARD OF SUPERVISORS**

**IN RE: ALTERATION OF THE PLAT OF SPRING BROOK FARMS
TO COMBINE TWO LOTS INTO ONE LOT**

MARK C. TERRY AND JEAN L. TERRY

PETITIONERS

**PETITION TO ALTER THE PLAT OF SPRING BROOK FARMS TO
COMBINE TWO LOTS INTO ONE LOT**

COME NOW Petitioners, Mark C. Terry and Jean L. Terry, pursuant to Section 17-1-23 (4) of the Mississippi Code, and file this their Petition before the Board of Supervisors of Madison County, Mississippi to alter the plat of Spring Brook Farms, a subdivision of Madison County, Mississippi, and in support would show the following:

1. Petitioners, Mark C. Terry and Jean L. Terry, are the owners of Lots 3 and 5, Spring Brook Farms.
2. Spring Brook Farms is a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Cabinet B at Slide 76, and is subject to the Protective Covenants recorded at Book 556 at Page 644. A copy of the subdivision plat is attached hereto as **Exhibit "A"**.
3. The Petitioners, Mark Terry and Jean Terry, acquired Lot 3 as reflected in that Warranty Deed dated August 23, 2019, recorded in Book 3760 at Page 279, in the office of the Chancery Clerk of Madison County, Mississippi, a copy of which is attached hereto as **Exhibit "B"**.
4. The Petitioners, Mark C. Terry and Jean L. Terry, acquired Lot 5 as reflected in that Warranty Deed dated November 21, 2014, recorded in Book 3149 at Page 284, in the office of the

Chancery Clerk of Madison County, Mississippi, a copy of which is attached hereto as **Exhibit "C"**.

5. Petitioners desire to combine Lots 3 and 5 so that improvements may be constructed on the combined lots. The size of the combined lots is 15.16 acres.

6. That pursuant to Section 17-1-23 of the Miss. Code Ann., the only interested parties in this Petition are the Petitioners, Mark C. Terry and Jean L. Terry, the owners of Lots 3 and 5, and the Spring Brook Farms Neighborhood Association.

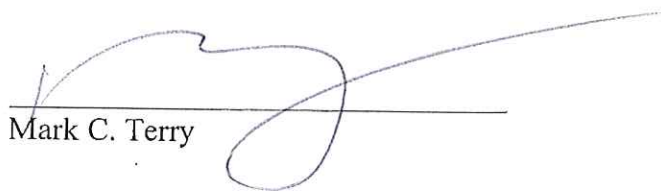
7. That the Board of Supervisors should approve the combining of Lots 3 and 5, Spring Brook Farms, and should reflect same in its minutes and by marginal notation on the plat of Spring Brook Farms.

8. That upon the combining of Lots 3 and 5, all easements and setbacks along the common lot line of Lots 3 and 5 shall be abandoned and terminated and the combined lots should be considered one lot.

WHEREFORE, PREMISES CONSIDERED, Petitioners respectfully request that this Petition be received, and after due consideration, the Board of Supervisors of Madison County, Mississippi, will enter its Order Altering the Plat of Spring Brook Farms to reflect that Lots 3 and 5 thereof are to be classified as one lot and that all easements and setbacks between the adjoining lots are abandoned and terminated and that the combined lots shall be considered one lot for all purposes.

FURTHER, Petitioners request that the Board of Supervisors of Madison County, Mississippi, grant any other relief to which Petitioners may be entitled.

Respectfully submitted,


Mark C. Terry



Jean L. Terry

Spring Brook Farms Neighborhood Association
A Mississippi non-profit corporation



By: James T. Longier, Jr.

Its: Chairman - Springbrook Architectural Control Committee
July 25, 2024

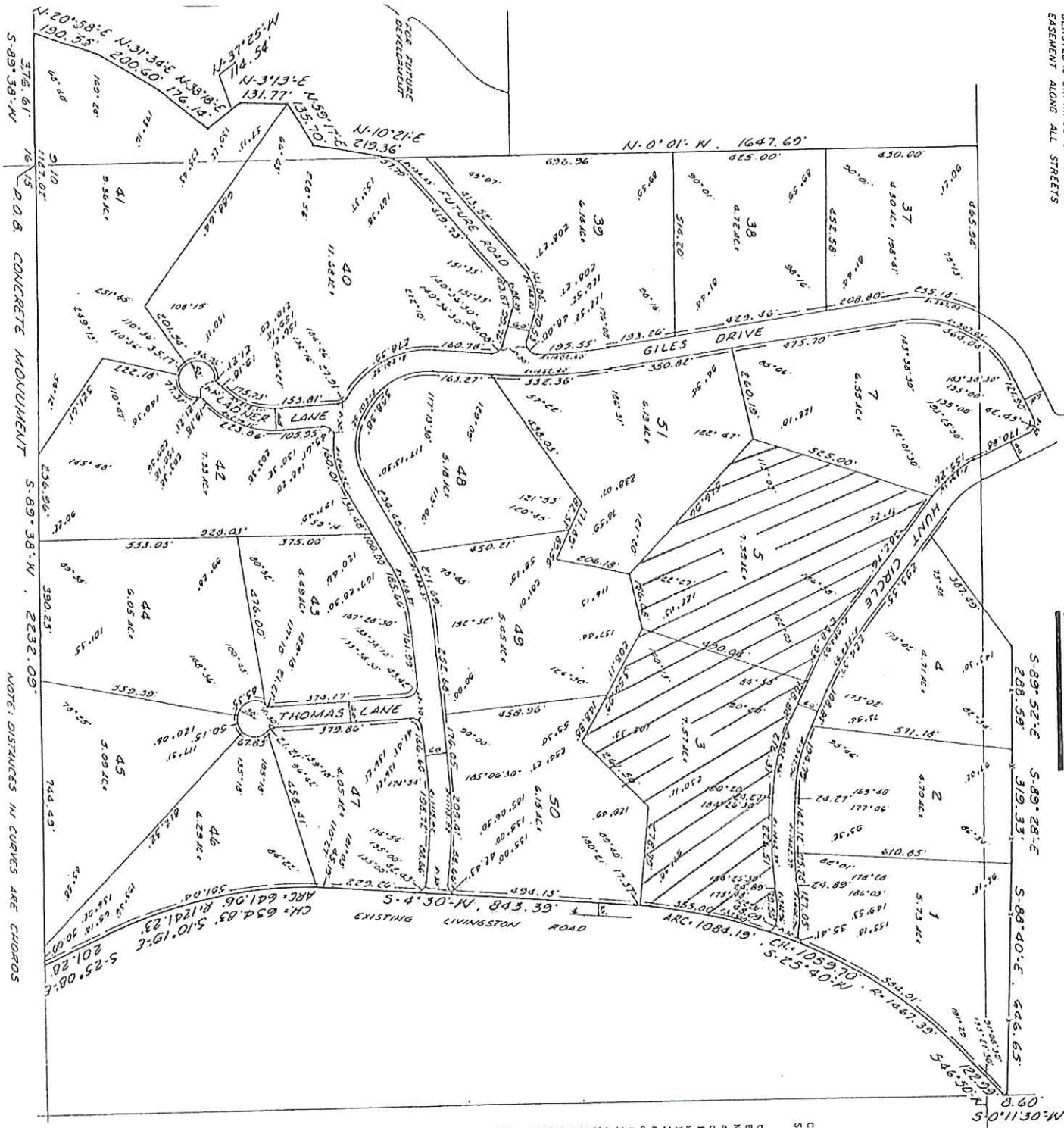
John S. McDavid, MSB #2365
Montgomery McGraw, PLLC
151 W. Peace Street
P.O. Box 1039
Canton, MS 39046
Telephone: (601) 859-3616
Email: jmcdavid@montgomerymcgraw.com
Attorney for Petitioners

DEMOTES D' DRAINAGE & UTILITY EASEMENT ALONG ALL STREETS

SPRING BROOK FARMS

LOCATED IN THE EAST 1/2 OF SECTION 9, AND THE WEST 1/2 OF SECTION 10, T-7N, R-1E, MADISON COUNTY, MISSISSIPPI

SHEET 1 OF 2



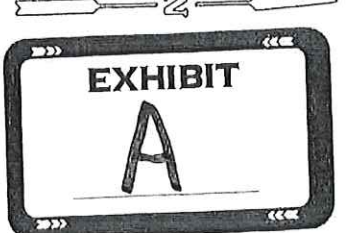
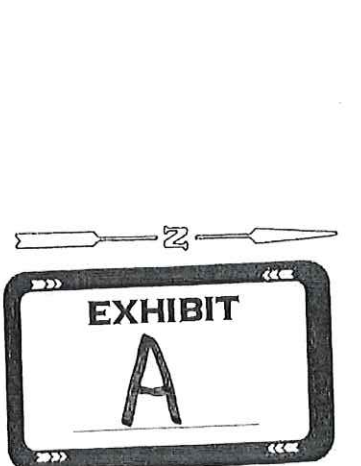
NOTE: DISTANCES IN CURVES ARE CHORDS

CERTIFICATE AND DECLARATION OF OWNERS AND SURVEYOR

STATE OF MISSISSIPPI COUNTY OF MADISON

The undersigned owners and surveyor hereby certify and declare that this plat designated as Spring Brook Farms is located in the East 1/2 of Section 9 and the West 1/2 of Section 10, Township 7 North, Range 1 East, Madison County, Mississippi, containing 303.44 acres, more or less, and being described as follows: Begin at a concrete monument marking the corner common to Sections 9, 10, 15 and 16 in Township 7 North, Range 1 East, Madison County, Mississippi; from said point of beginning run thence South 89° 38' West along the South line of said Section 9, a distance of 376.61 feet; thence run North 20° 58' East, a distance of 190.55 feet; thence run North 31° 34' East, a distance of 200.60 feet; thence run North 38° 18' East, a distance of 176.14 feet; thence run North 37° 25' West, a distance of 111.54 feet; thence run North 3° 13' East, a distance of 135.70 feet; thence run North 59° 17' East, a distance of 115.70 feet; thence run North 10° 21' East, a distance of 219.36 feet to the East line of said Section 9, a distance of 1,667.69 feet; thence run South 89° 33' West, a distance of 1,199.85 feet; thence run North 0° 07' West, a distance of 2,193.04 feet; thence run North 89° 50' East, a distance of 342.10 feet; thence run North 88° 26' East, a distance of 461.98 feet; thence run North 89° 03' East, a distance of 457.98 feet; thence run North 88° 53' East, a distance of 493.1 feet; thence run North 88° 59' East, a distance of 89.06 feet; thence run North 88° 52' East, a distance of 874.56 feet; thence run South 0° 08' West, a distance of 140.30 feet; thence run South 0° 34' East, a distance of 542.21 feet; thence run South 0° 14' East, a distance of 497.4 feet; thence run South 2° 00' West, a distance of 409.88 feet; thence run South 1° 11' West, a distance of 349.14 feet; thence run South 0° 07' West, a distance of 282.41 feet; thence run South 0° 07' West, a distance of 405.06 feet; thence run South 89° 52' East, a distance of 288.59 feet; thence run South 89° 28' East, a distance of 319.33 feet; thence run South 88° 40' East, a distance of 846.65 feet; thence run South 0° 11' 30' West, a distance of 8.60 feet; thence run South 46° 30' West, a distance of 1,146.79 feet; thence run South 46° 30' West, a distance of 1,084.13 feet; said arc has the South 4° 30' of 1,146.79 feet, a distance of 1,099.10 feet; thence run South 4° 30' West, a distance of 843.93 feet; thence run South 46° 30' West, said arc has a chord of South 10° 19' East, a distance of 633.83 feet; thence run South 25° 08' East, a distance of 897.28 feet; thence run South 25° 08' East, a distance of 897.38 feet; thence run South 10° 19' East, a distance of 2,122.09 feet to the point of beginning.

OWNER'S CERTIFICATE: The undersigned Holdale, LTD., a Mississippi Limited Partnership, James T. Foulds, Jr., General Partner, owners of the property shown hereon, hereby adopt this plat as our plan of subdivision and dedicate the street rights-of-way, as shown by reference to the plat.



SURVEYOR'S CERTIFICATE: It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision on the 20th day of FEBRUARY, 1985.

William Horron
William Horron, Surveyor



BOOK 3760 PAGE 279 DOC 01 TY W
INST # 871700 MADISON COUNTY MS.
This instrument was filed for
record 9/03/19 at 9:46:51 AM
RONNY LOTT, C.C. BY: RGK D.C.

Giddens Law Firm, PLLC
385 Edgewood Terrace Dr.
Jackson, MS 39206
Telephone: 601 373-4647

307-
12th

INDEXING: Lt 3, Spring Brook Farms, Madison Co., MS

WARRANTY DEED

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

Robert F. Ward, Jr. and Mary E. Ward
P.O. Box 305
Madison, MS 39130-0305
Telephone: 601-856-4866

do hereby sell, convey and warrant unto

Mark Terry and Jean Terry
107 Hunt Circle
Madison, MS 39110
Telephone: 601-954-9576

the following described property located and situated in Madison County, Mississippi, and being
more particularly described as follows, to-wit:

Lot 3, Spring Brook Farms, a subdivision according to a map or plat thereof
which is on file and of record in the office of the Chancery Clerk of Madison
County, Mississippi, in Plat Cabinet B, Slide 76, reference to which is hereby
made in aid of and as a part of this description.

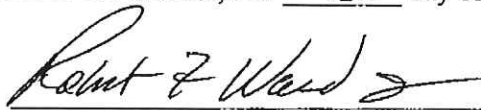


2

AD VALOREM taxes for the current year shall be prorated on an estimated basis only. Once the actual tax amount is determined, if the proration as of this date is incorrect, the parties herein agree to pay any amounts owed to one another.

EXCEPTED from the warranty hereof are all easements, rights of way, zoning ordinances, restrictive covenants, mineral reservations and protective covenants, all prior reservations of all oil, gas or other minerals, and easements now of record in the aforesaid Chancery Clerk's office.

WITNESS THE SIGNATURE of the Grantor, this 23 day of August, 2019.



Robert F. Ward, Jr.



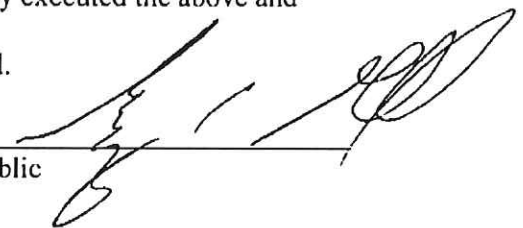
Mary E. Ward

STATE OF MS

COUNTY OF Hinds

PERSONALLY appeared before me, the undersigned authority in for the County/Parish and State aforesaid, on this 23 day of August, 2019, within my jurisdiction the within name Robert F. Ward, Jr. and Mary E. Ward, who acknowledged they executed the above and foregoing warranty deed on the day and year therein mentioned.




Notary Public

12.00

BOOK 3149 PAGE 284 DOC 01 TY W
INST # 747421 MADISON COUNTY MS.
This instrument was filed for
record 11/25/14 at 10:58:49 AM
RONNY LOTT, C.C. BY: KAA D.C.

Prepared by/Return to:
Giddens & Giddens
385 Edgewood Terrace
Jackson, MS 39206
601-373-4647
204-12.00

WARRANTY DEED

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

ELLEN JANE TAYLOR-McCUNE
5472 Watkins Drive, No. E
Jackson, MS 39206
Telephone : *601-982-7666*

do hereby sell, convey and warrant unto

MARK C. TERRY, and JEAN L. TERRY
P. O. Box 5284
Brandon, MS 39047
Telephone : 601 954-9576

as joint tenants with full rights of survivorship and not as tenants in common, the following
described property located and situated in Madison County, Mississippi, to-wit:

INDEXING: Lot 5, Spring Brook Farms Subd., Madison Co., MS

LOT 5, SPRING BROOK FARMS, a subdivision according to a map or plat thereof on file
and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat
Cabinet B at Slide 76, reference to which map or plat is hereby made in aid of this description.



AD VALOREM TAXES for the current year are being prorated on an estimated basis only. Once the actual tax amount is determined, if the proration as of this date is incorrect, the parties herein agree to account for any funds owed to one another.

EXCEPTED from the warranty hereof are all easements, rights of way, zoning ordinances, oil, gas and mineral interest, and restrictive and protective covenants, of record which may affect subject property.

WITNESS THE SIGNATURE of the Grantor this 21st day of November, 2014.

Ellen Jane Taylor-McCune
ELLEN JANE TAYLOR-McCUNE

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the State and County aforesaid, on this 21 day of November, 2014, within my jurisdiction, the within named **Ellen Jane Taylor-McCune**, who acknowledged that he/she/they executed the above and foregoing instrument on the date therein mentioned.

[Signature]
NOTARY PUBLIC

My Commission Expires:



STATE OF TENNESSEE
Office of Vital Records

TENNESSEE DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

BOOK 3149 PAGE 286
STATE FILE NUMBER ###

DECLARENT: Frank B. McCune, Male, July 23, 2014. TIME OF DEATH: August 31, 1942. PLACE OF DEATH: Jackson, Mississippi. DECEASED'S LEGAL NAME: Frank B. McCune. SEX: Male. DATE OF DEATH: July 23, 2014. TIME OF DEATH: August 31, 1942. PLACE OF DEATH: Jackson, Mississippi. DECEASED'S USUAL OCCUPATION: Medical Doctor. DECEASED'S RACE: Black or African American. DECEASED'S EDUCATION: Doctorate (e.g., Ph.D., EdD) or Professional degree. FATHER'S NAME: Frank B. McCune. MOTHER'S NAME: Eva Hunter Jones. MANNER OF DEATH: Natural. CAUSE OF DEATH: cardiac tamponade, acute myocardial infarction with thrombus, coronary artery disease with thrombus.

PH-1059 (Rev. 10/2011)

RDA 1300

I hereby certify the above to be a true and correct representation of the record or document on file in this department. This certified copy is valid only when printed on security paper showing the red embossed seal of the Tennessee Department of Health. Alteration or erasure voids this certification. Reproduction of this document is prohibited.

Tennessee Code Annotated 68-3-101 et seq., Vital Records Act of 1977.



7294628

Date Issued: AUG 18 2014

Teresa S. Hendricks
STATE REGISTRAR

John J. Dreyzohner, MD, MPH, FACOEM
COMMISSIONER



CERTIFICATION OF VITAL RECORD

RECEIVED

SEP 18 1987

Gene Payne Associates, Inc.
JACKSON, MISSISSIPPI

RESTRICTIVE AND PROTECTIVE COVENANTS

WHEREAS, WOODDALE, LTD., a Mississippi Limited Partnership, is the owner of certain land and property lying and being situated in Madison County, Mississippi and has caused the same to be subdivided into Spring Brook Farms, a subdivision, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B at Slot 76; and

WHEREAS, Wooddale, Ltd., desires to impose certain restrictive and protective covenants upon said subdivision for the protection and the benefit of those purchasing lots therein;

NOW THEREFORE, in consideration of the advantages to accrue through such restrictive and protective covenants and for other good and valuable considerations, Wooddale, Ltd. hereby covenants and agrees with all future owners of a lot or lots in said subdivision that the following restrictive and protective covenants shall apply to all lots in said subdivision, which lots are described as follows, to-wit:

Lots 1 through 51 of Spring Brook Farms, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Cabinet B at Slot 76, reference to which is hereby made.

1. All of the lots in this Subdivision shall be used for residential purposes only. No structures shall be erected, altered, replaced, situated or permitted to remain on any of the above described lots in said subdivision other than single family dwellings not exceeding three (3) stories in height above the first floor building foundation, together with the usual and customary outbuildings, such as garages. All buildings erected on any of the above described lots shall be of new construction and no lot shall be subdivided into a tract or tracts containing less than three (3) acres. **No house shall sit on less than three (3) acres. However, nothing in these restrictions shall be construed as prohibiting the owner of two or more contiguous lots from erecting one residence on both lots as if the contiguous lots were but one single lot.**

2. The term "residential purposes", as used herein, shall be held and construed to include the residence or abode of a family or individual and shall be construed to exclude, among other things, hospitals, duplex houses, apartment houses, garage apartments, offices, and to exclude commercial and professional use except an office in the home when such office is not advertised on the face of the home or on the fence or on any appurtenant structure thereto.

3. No house trailer shall be permitted at any time, whether used for residential purposes or not and no structure of a temporary character shall be placed or permitted to remain on any lot. Camper trailers, motor homes, large boats and/or boat trailers must be parked in an enclosed garage or to the rear of the main residence on any lot and may be so parked only if paved access to the street from said parking area is installed.

4. No trash, ashes or other refuse may be thrown or dumped on any lot.

5. No building materials of any kind or character may be placed or stored on said property except for a period of three (3) months prior to the time the owner of such lot commences improvements and during the completion of said improvements all building materials on said property shall be stored in a neat, orderly and unobstructive manner or properly screened and said building materials shall be limited to that which is reasonably necessary to be consumed in the construction of or maintenance of the residence or other outbuildings located thereon.

6. The use of concrete blocks, asbestos siding, or logs (log homes) as building materials for an exterior finish is expressly prohibited.

7. No signs, billboards, posters or advertising devices of any character shall be erected on any lot except "For Sale" signs not exceeding four (4) feet square and signs identifying the owner of the property not exceeding two (2) feet square in size.

8. No unlawful, noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighbors or neighborhood.

9. All fences are to be approved by the Architectural Control Committee at least two (2) weeks prior to the erection of said fence. Barbed wire fences or cyclone fences are specifically forbidden on any property, with the exception of enclosed dog kennels, tennis courts or any fence in the rear of dwellings provided it is within the set back restrictions as required by paragraph 12 hereof, and this shall be done only with the written permission of the Architectural Control Committee.

10. No non-domestic animals other than horses may be kept on said property. No kennels or pens may be constructed or used for the care and housing of more than six (6) dogs and no more than six (6) dogs may be regularly housed at the residence of the owner. No kennels will be allowed unless owner resides on the premises. Horse stables may be constructed with the approval of the Architectural Control Committee and in no event will they be allowed closer to the street than the front set back line.

11. All sewage disposal systems, cesspools and septic tank fills shall be approved by the Mississippi State Board of Health,

Madison County Health Department and the Architectural Control Committee before same shall be constructed and operated on any lot herein.

12. No residence shall be closer than one hundred (100) feet to the front lot line of said lot unless said owner shall have received written permission from the Architectural Control Committee to so construct said residence. A side set back of fifty feet shall be observed from any lot line.

13. All homes built must contain a minimum of one thousand eight hundred (1,800) square feet of living area and cost a minimum of Sixty Thousand Dollars (\$60,000.00) or equivalent to construct.

14. All plot plans and house plans shall be submitted for approval to the Architectural Control Committee prior to any construction work. Approval shall not be arbitrarily withheld unless in the opinion of the Architectural Control Committee the plan is manifestly detrimental to the surrounding lot owners.

15. Wooddale, Ltd., its successors and assigns reserve the necessary easements as shown on the plat recorded in the Chancery Clerk's Office of Madison County. The easements shall be as follows:

A. Ten (10) feet adjacent to each side lot line.

B. Ten (10) feet adjacent to each rear or back lot line.

C. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Spring Brook Farms. 10' ALONG STREET

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The minimum size driveway pipe shall be 15", with the flow line 18" below the edge of the adjacent pavement. If metal pipe is used, head walls shall be constructed to protect the ends of the pipe.

16. The title conveyed by Wooddale, Ltd. to purchaser of lots in said subdivision shall not in any event be held or construed to include the title to the water, gas, sewer, television or other communication transmission cables, electric lights, electric power, telephone, telegraph line, poles or conduits or any other utility or appurtenances thereon constructed by Wooddale, Ltd., its successors or assigns or by

utility company upon said property to serve said property. The right and easement to maintain, sell, repair or lease such lines, utilities and appurtenances erected by Wooddale, Ltd., its successors or assigns to any public service corporation or any other parties is hereby expressly reserved by Wooddale, Ltd.

17. No equipment, cars, trucks or other movable vehicles (including trailers) which are subject to taxation and purchase of license plates shall be kept on any lot unless the owner thereof has paid taxes on such vehicle. Those disabled vehicles not requiring the payment of taxes or purchase of license plates shall not be kept on any lot and shall be removed therefrom.

18. No clotheslines shall be erected or maintained on any of said lots, nor shall laundry be hung where exposed to the view of the public or other lot owners; provided however, that such uses shall be permissible where a fence is constructed as approved by the Architectural Control Committee, which fence shall be of sufficient height and density to screen such clothesline and laundry from view.

19. Artificial impoundment of water shall not be permitted except upon approval of the Architectural Control Committee.

20. All the restrictions, covenants and reservations appearing herein, as well as those appearing in any deed or other conveyance for any lot shall be construed together but if any one of the same shall be held to be invalid or for any reason not in force or enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

21. If any owner or owners of any lot so subdivided and platted, and bound by these covenants, or their heirs, devisees, assigns or successors in title, shall violate or attempt to violate any of the covenants herein, the Architectural Control Committee or any other person or persons owning any of said lots may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from doing so, or to recover damages for such violation or both as may be authorized by the laws of this State. All of the terms and conditions set forth and contained herein shall be specifically enforced. Any person obligated by these covenants and found by a court of proper jurisdiction to have violated or attempted to violate these covenants shall pay a reasonable attorney's fee and all costs to the party or parties bringing the action seeking to enjoin said violation and the court may establish, on the evidence, the amount of said reasonable attorney's fees and costs.

22. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them until the year 2035 at which time these covenants shall be

automatically extended thereafter for successive ten (10) year periods, unless the majority of the then owners of lots in said subdivision shall, by written instrument filed for record in the office of the Chancery Clerk of Madison County, Mississippi at any time after January 1, 2035, revoke and terminate these covenants; provided, however, the covenants herein contained may be amended at any time with the written consent of at least seventy-five per cent (75%) of the owners of lots in said subdivision, exclusive of their mortgagees.

23. A. Architectural Control Committee - no building, fence, patio or other improvements shall be erected, placed or altered on any lot in this subdivision until two (2) complete sets of building plans and specifications (which clearly indicate colors of all exterior materials and paint) and two (2) site plans of the location of such building shall have been delivered to the Architectural Control Committee designated as hereinafter provided, and until such building plans, specifications and site plans shall have been approved in writing by the Architectural Control Committee as being in conformity and harmony with the external design and location of the existing structures of the subdivision and in compliance with the restrictions herein contained. One copy of such plans, specifications and site plans shall be retained by the Architectural Control Committee and the second copy shall be delivered to the owner of the lot with the approval of the Architectural Control Committee appropriately endorsed thereon.

B. The undersigned Wooddale, Ltd. shall have the authority to appoint the Architectural Control Committee and to remove without cost any person serving on the Architectural Control Committee. The Architectural Control Committee shall consist of not less than three (3) nor more than five (5) members, and the undersigned shall also have the authority to fill any vacancies in the Architectural Control Committee. The Architectural Control Committee is authorized to delegate to one or more representatives authority to perform the duties of the Architectural Control Committee as set forth herein. In the event the Architectural Control Committee should at any time fail or refuse to appoint a successor committee, the owners of a majority of the lots included within said subdivision shall have the right to elect or appoint from time to time a successor Architectural Control Committee.

C. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove any building plans, specifications or site plans within thirty (30) days after the same are submitted to it, and if all terms contained in these covenants have been complied with, the Architectural Control Committee shall be deemed to have approved

such plans, specifications and site plan. The Architectural Control Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof. The Architectural Control Committee shall receive no fees or compensations for its services. The initial Architectural Control Committee shall consist of James E. Poole, Jr., William J. Van Devender and Grady McCool, Jr.

IN WITNESS WHEREOF, Wooddale, Ltd. has executed the above and foregoing instrument of protective covenants on this the ___ day of March, 1985.

WOODDALE, LTD.,
A Mississippi Limited Partnership

By: MCCOOL, VAN DEVENDER & POOLE,
a Mississippi General Partnership,
GENERAL PARTNER

By: *Grady McCool, Jr.*
Grady McCool, Jr.,
General Partner

By: *William J. Van Devender*
William J. Van Devender,
General Partner

By: *James E. Poole, Jr.*
James E. Poole, Jr.,
General Partner

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, the within named GRADY MCCOOL, JR., WILLIAM J. VAN DEVENDER AND JAMES E. POOLE, JR., personally known to me to be the general partners of the within named MCCOOL, VAN DEVENDER & POOLE, a Mississippi General Partnership, General Partner of the within named WOODDALE, LTD., a Mississippi Limited Partnership, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said General Partnership and as its own act and deed, while acting as General Partner of said Wooddale, Ltd., they being first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this the ___ day of March, 1985.

NOTARY PUBLIC

My Commission Expires:

COVENANTS/Wooddale:COV007