November 18, 2015

Scott Weeks

Department of Planning and Zoning

125 W. North Street

Canton MS 39046

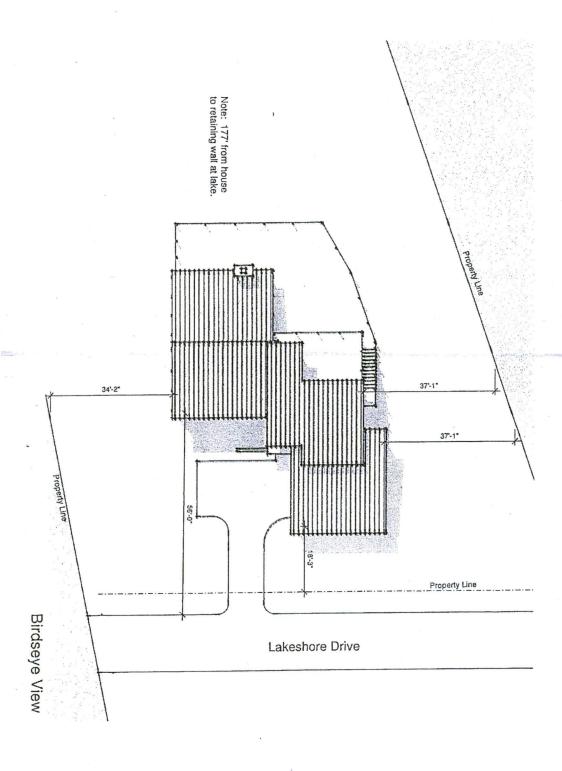
Dear Scott

My wife and I are in the process of procuring a permit for addition to our personal house at 219 Lakeshore dr, Madison, MS 39110. We would like to add a garage on the house where the current parking pad is located. Scott, as we discussed, since all lots front the lake on Lake Lorman we are asking for a variance of 7 feet to comply with the R-2 code. (see attached drawings) We have met with the homeowners board at Lake Lorman and received signed approval from them on the current addition as drawn. (see attached). Please put us on the docket as soon as possible for review. Also, please let me know if you need any more information.

Thank You

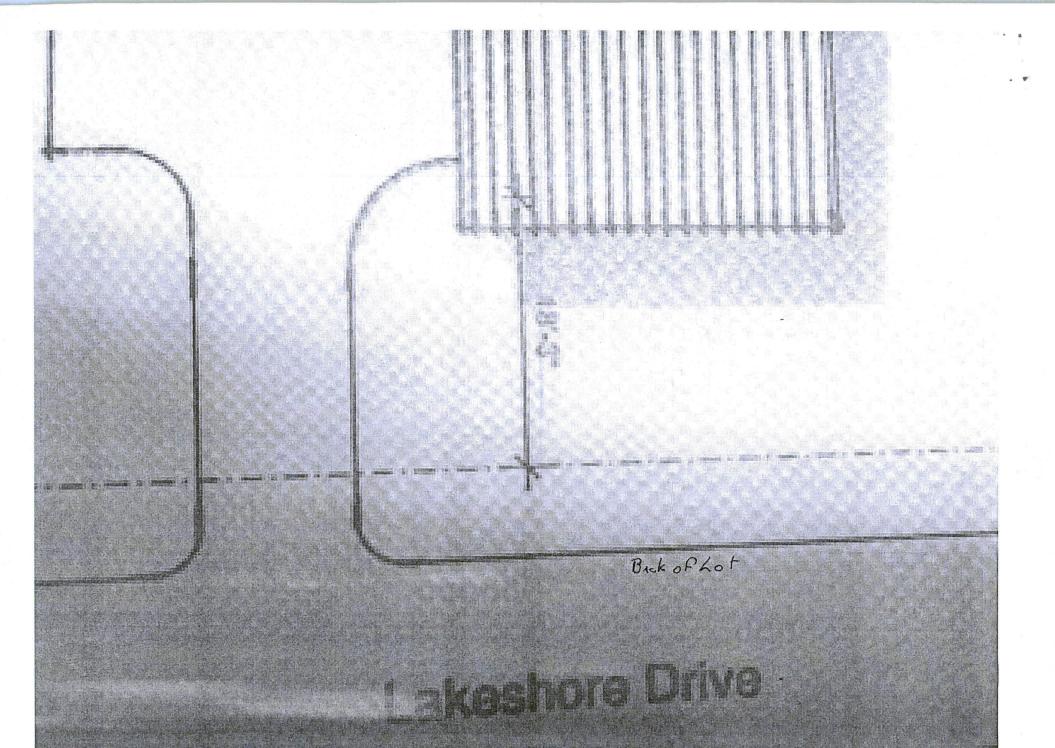
Dave and Gena Dear

Cell 601-965-0109



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DRAWN BY John McBride, AIA (601) 291-3951 DESCRIPTION Birdseye View PROJECT NO. 1512 Dear Residence 1550€ 21 Sep 2015 Gena and Dave Dear Lake Lorman



November 18, 2015

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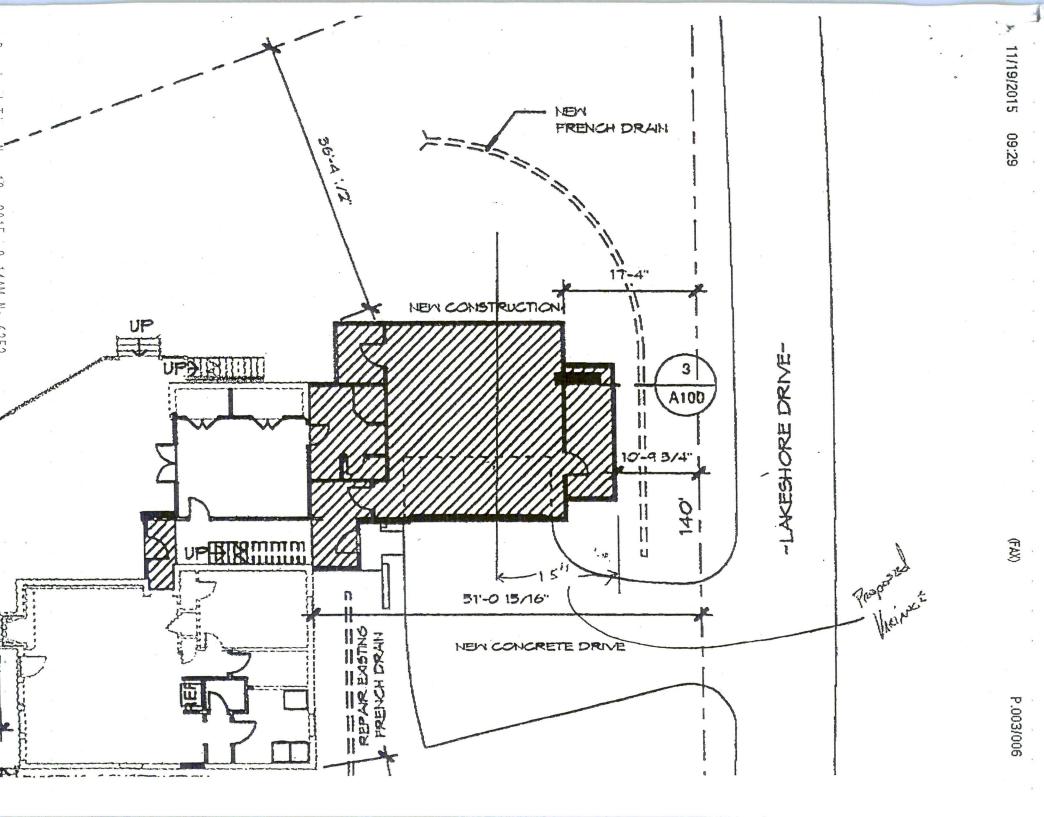
# Dear Scott

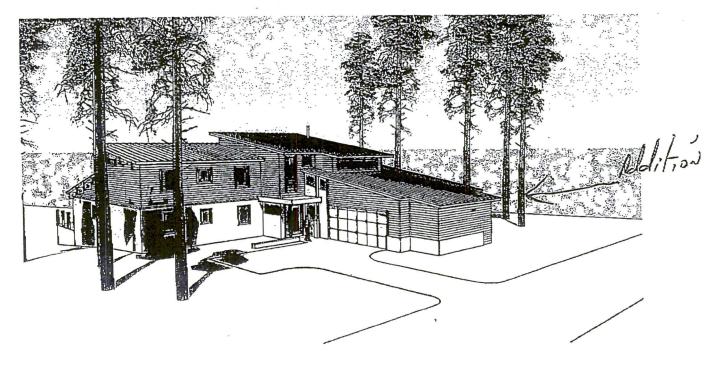
My wife and I are in the process of procuring a permit for addition to our personal house at 219 Lorman Ln, Madison, MS 39110. We would like to add a garage on the house where the current parking pad is located. Scott, as we discussed, since all lots front the lake on Lake Lorman we are asking for a variance of 15 feet to comply with the R-2 code. ( see attached drawings) We have met with the homeowners board at Lake Lorman and received signed approval from them on the current addition as drawn. (see attached). Please put us on the docket as soon as possible for review. Also, please let me know if you need any more information.

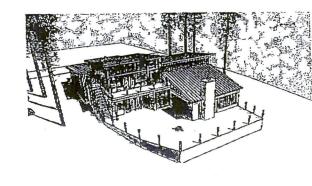
Thank You

Dave and Gena Dear

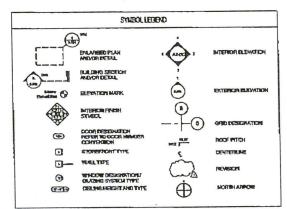
Cell 601-965-0109







NO SEE	Dayes-Intex
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1007	First Floor Plan
420g	Second Floor Plan
K203	Parknowd Colling Plan
A204	Real Plat
<b>#301</b>	Exterior Describers
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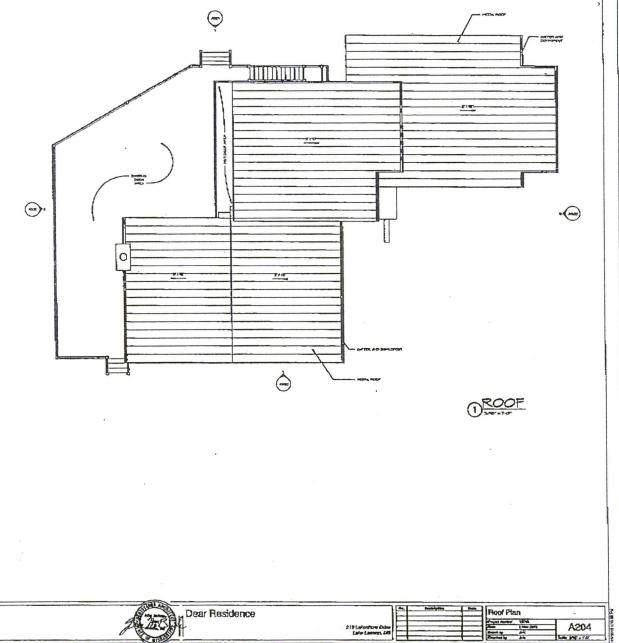
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Dear Residence

Cover- Index A001





2015 9:14AM No. 6352

John Shields, J.H. Erfortschields Openione (20) 201-751 (FAX)

P.005/006

Lake Lorman protective covenants, section 3, page 7, item H provide this rule:

H. No improvements of any kind shall be erected or the erection thereof begun, or changes made in the exterior design thereof after original construction of a lot, until plans and specifications according to which construction or alterations will be made have been submitted to and approved in writing by the aforementioned Board. The Board reserves the right to inspect or have inspected, during construction, any building in order to insure compliance with submitted plans.

Per the above:	*
Attach a copy of your Deed.	
I will notify my contractors of the 14,000 pound to	veight limit on our roads.
Will heavy equipment be used? // If y	es, describe on back of sheet
Attach detailed plans of work to be performed in	
Attach a map (plat) that shows before and after i	n relation to property lines.
Attach proof of contractor insurance/bond cover	age.
Projected start date 11 15	rojected finish date 3 115/16
A photo of the subject area would be helpful, but	
Lauran Cubdivision Protective Covenants as Ame	ct certify that I have read and understand the "Lake ended November 2006" and this project complies with after project completion it is found to violate said by to bring the project within the covenants.
Lot Owner signature	Lot # 92
Lot Owner signature Level Service	Lot #_ 92
	agree that I also am familiar with project conforms to these Covenants, and If found not ants in cooperation with the Owners. Date 9/21/15
Board approval signature 1:	00/c Date: 10/16/15
Board approval signature 2:	Date: 10/19/19
Board approval signature 3:	10/19/15 Date: 10/19/15
Board approval signature 4:	Date: 10/19/15
Board approval signature 5:	Date:
Board approval signature 6:	Date:
*	

Ja amendra Gratectuis Covenants
See Book 985 Page 582
Stan Duncan C.C.
By-Clauler D.C. 6/10/96

For amendral covenants
See Book 1382-pg 47
Mile Crook C.C. 1/23/02
by Smb D.C.

BOOK 729 PAGE 232

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4140

LAKE LORMAN CORPORATION

PROTECTIVE COVENANTS

AS AMENDED - JANUARY 1991

WHEREAS, the undersigned persons own real property lots situated in Sections 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi, a part of which property has been plotted and developed by PIEDMONT, INC., a Mississippi corporation, into five certain subdivisions, known as Lake Lorman, Parts 1 to 5, inclusive, which subdivision plats have been filed for record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which said plats is hereby made, and,

WHEREAS, there is located upon a part of the aforementioned Subdivisions certain artificial lakes or bodies of water known as Lake Lorman (the "large lake" and "small lake"), and,

WHEREAS, the former owner of the aforementioned subdivisions, PIEDMONT, INC., has previously adopted certain protective covenants (Previous Covenants) pertaining to said subdivisions and filed same for record in the office of the Chancery Clerk of Madison County, Mississippi, and the Previous Covenants having been so recorded on June 9, 1964, in Book No. 315 at Page 431, and,

MHEREAS, all Previous Covenants provide, by their terms, that they shall be binding until May, 1983, and shall be automatically extended for successive 10 year periods unless amended or revoked by a majority of the "then owners of the lots", and,

WHEREAS, the said Previous Covénants were amended in May, 1983, to automatically be extended for successive two year periods unless amended or revoked by a majority of the "then owners of the lots", and

WHEREAS, the undersigned persons are a majority of the owners of lots in the said Lake Lorman subdivisions and desire to amend the aforesaid Previous Covenants in their entirety, according to their terms, and further desire and intend that the Amended Protective Covenants comprising this document be applicable to and binding upon all real property in the said Lake Lorman subdivisions.

NOW, THEREFORE, the undersigned hereby covenant and agree with all present and future owners of lots in Lake Lorman Part 1 through Part 5, that the following Protective Covenants shall apply to all lots in said subdivisions and to any lots developed and conveyed by PIEDMONT, INC., whose original deeds were restricted by these Covenants. These Covenants shall run with the land and be binding on all persons owning any of said lots on and from this date until January, 1992, after which

53822

time said covenants shall automatically be extended for successive periods of two years unless an instrument signed by a majority of the then current owners of the lots has been recorded in the office of the Chancery Clerk of Madison County, Mississippi, agreeing to change said Covenants in whole or in part or to revoke them entirely.

These Covenants may likewise be amended at any annual or special meeting of the Board of Directors of the Lake Lorman Corporation, hereinafter referred to as the "Board". Such amendment shall be approved by no less than three-fourths of the then current owners of lots in the foregoing subdivision present at such annual or special meeting. No amendment shall be offered at such annual or special meeting unless at least 60 days public notice shall be given that an amendment or amendments to these Covenants will be considered at such annual or special meeting. Such notice shall include a summary or other explanation of the proposed amendment or amendments. Publication may be in any newsletter or bulletin of the Lake Lorman Corporation and shall be mailed to all lot owners listed on the then current mailing list of the Corporation.

# SECTION I - BOARD OF DIRECTORS

- A. The body of water known as Lake Lorman shall be governed and controlled by these Covenants and enforced by the Board of Directors and the Lake Lorman Corporation. On the second Monday of each December, there shall be held a meeting of owners of the various lots in Lake Lorman Subdivision having the right to use said Lake Lorman as aforesaid, which meeting shall be held at 7:30 p.m. at the Lake Lorman Clubhouse or at a place designated in a written notice posted at the Clubhouse for the purpose of electing members to the Board of Directors. Each lot owner shall be entitled to cast one vote per lot in person. Owners of half lots will be entitled to a half vote. To allow requisite time to have his/her name preprinted on the ballot form, any formal candidate for election to the Board shall first qualify such candidacy by giving written notice to the Board not less than 30 days prior to the election. Nothing herein shall preclude nominations from the floor of candidates for election to the Board.
- B. The owner of each aforesaid lot shall annually pay to the Board a maintenance charge in an amount assessed by the Board at the Annual Meeting. Said assessment shall be made by the Board consistent with an annual budget considered by the Board to be reasonable and necessary to properly provide and maintain various facilities and services in the Lake Lorman community. A copy of the proposed budget will be mailed to the lot owners listed on the then current mailing list of the Corporation no less than 20 days prior to the Annual Meeting. Provided, however, that such assessment may be rejected by the lot owners at the said Annual Meeting if a majority of the lot owners voting in person for such rejection, the maintenance charge then in effect shall remain in effect for the next year. Any such assessment shall be

on the basis of per lot per year for the purpose of which fund shall be a trust fund to be used for any purpose which, in the sole discretion of said Board, shall be beneficial to the upkeep and maintenance of those 40 foot private easements for ingress and egress shown on plots of said subdivisions. The amount of the annual maintenance and special assessments charge to be paid by said lot owners shall be fixed by said Board together with such interest thereon and cost of collection thereof, shall be a charge on the land(s) and shall be a continuing lien upon each lot 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 the continuing personal obligation of the person who was the owner of such property at the time when the assessment fell due.

- C. Each lot owner shall be notified annually of the amount so fixed and the date upon which said charge will be paid. Failure to pay the amount so fixed shall result in suspension of all rights and privileges of lot ownership.
- D. Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant, either to restrain violation and/or to recover damages. In such an event or in case of default in payment of any maintenance fee provided for herein, the lot owner(s) shall pay all costs of enforcement of collection, including reasonable attorneys fees and expenses and the maximum interest rate allowed by law.
- E. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Likewise, failure to enforce any one or more of these Covenants shall not be deemed a waiver of such Covenant or Covenants and such failure to enforce shall in no way diminish the Board's right or ability to enforce such Covenant or Covenants in the future.
- F. The Board shall have the power and authority to formulate rules and regulations in addition to those herein set out with reference to activity in Lake Lorman subdivision which shall, in the opinion of the Board, add to the beneficial use of Lake Lorman subdivision and contribute to the safety and beauty of the Lake.

### SECTION II - LOTS

- A. All lots in Lake Lorman subdivision shall be so owned that the record title to all of said lots will be vested in individual persons. Other than foreclosure no corporation, partnership, association or club shall become vested with title to or rent any of said lots.
- B. Any Lot Owner renting or leasing their property must notify the Board as to who has the lake rights Lot Owner or Renter only one is allowed.

- D. No signs of a commercial nature will be allowed or posted on the owners lot in Lake Lorman Subdivision except "for sale" or "rent". All other signs must be approved by the Board prior to posting.
- E. All owners of lots in Lake Lorman, Parts 1 to 5, inclusive, or any other lots having use of Lake Lorman shall at all times keep the grass on said lots neatly cut and shall keep said lots free of weeds, litter and rubbish of all kinds.
- F. Boat trailers, utility trailers and recreational vehicles may be parked on any lot. However, no non-permanent structure or vehicle shall be used as housing or shelter upon any lot without prior permission of the Board.
- H. No noxious or offensive activity shall be carried on in Lake Lorman subdivision, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. Whether an activity is in violation of this Covenant may be determined by the Board. Items of equipment not of a specific residential use shall not be stored or maintained on any lake lot in Lake Lorman Subdivision. This would include inoperative vehicles (junk cars).
- I. No vehicle or vessel shall be operated in a reckless or unsafe manner within Lake Lorman Subdivision. Lot owners shall remain responsible for any vehicle or vessel owned by them and all vehicles and vessels shall be used and operated in strict accordance with the rules and regulations adopted by the Board and State Law. The maximum speed limit shall be 25 miles per hour on all roads in Lake Lorman
- J. No firearms or weapons of any kind shall be discharged or fired from any boat, or by anyone across said body of water, or into said body of water, or on any lot in said subdivisions, except under such circumstances as may be approved by the Board.
- K. Loose animals are not the responsibility of the Lake Lorman Corporation Board of Directors. Lot owners are to contact the animal owners or the Madison County Sheriff's Department for assistance.

# SECTION III - RESIDENCES AND BUILDINGS

A. Prior to the construction of a new residence in Lake Lorman subdivision, the owner must submit a complete set of plans along with a certified recorded copy of the deed. A letter must be submitted to the Lake Lorman Corporation Board from the Lake Lorman Utility District indicating compliance with water and sewer connections. All lots in

said subdivisions, with the exception of Lots 17 and 18 of Lake Lorman, Part 1, shall be known and described as residential lots, and no building shall be erected, placed, altered or permitted to remain on any residential lot other than a residential building meeting the specifications hereinafter set out and not more than one residence shall be permitted on any lot at any one time.

- B. All new first time residences of the Lake Lorman subdivision are to be of new construction and built on the property site. No previously constructed houses shall be moved on to any residential property within the Lake Lorman subdivision.
- C. All residences constructed in the subdivision shall be a minimum of 1200 square feet (heated area) of brick veneer finish or of frame construction with either wood or prefinished siding on the outside. All houses having outside finishes of wood shall have all wooden surfaces neatly painted with at least two coats of paint, free of peeling and blisters, or otherwise properly covered with a wood stain or preservative approved by the Board.
- D. No building shall exceed 30 feet in height, as measured from the highest natural point of earth upon which the building is constructed. Provided, however, that such height limitation shall not be applicable to any lot which lies below the full (zero) level of take Lorman as determined by the overflow conduit. Any private garage shall be attached to the dwelling. Exterior construction time on a residence shall be 12 months from the start of construction. The Board may grant hardship extensions. The building site shall be kept in a neat and acceptable condition during construction. Failure to complete exterior on any building or house or structure within 12 months from start of construction will result in a liquidated damage of \$25.00 per day assessed as a lien on the lot. The Board of Directors may, on showing by the Lot Owner of acts of God, uncontrollable conditions, and good and sufficient cause, exercise the right, but not the obligation, to waive damages. Lack of finances is not good and sufficient cause for completion of exterior of structure.
- E. No shack, barn or other outbuilding shall be erected or placed on any residential lot without the prior written approval of the Board. No tin or galvanized exterior siding or tin or galvanized roofing shall be used on any boathouse and, further, that all such outbuildings shall be maintained in good repair, including upon exterior wood surfaces no less than two coats of paint (or other preservative coating approved by the Board) free of blistering and peeling, and otherwise to be maintained in clean and neat condition.
- F. No residential lot shall be re-subdivided. However, nothing herein contained shall prevent the owner of two adjoining lots in the subdivisions or the owner of one whole lot and a portion of an adjoining lot from treating the combined area so owned as one building lot. In which event, the set back lines for the building purposes shall be construed and interpreted to apply to the outside lines of the combined area and not to the line which is common to both lots.

G. No building shall be located on any residential lot nearer to the front lot line than as may be specified in the original deed from PIEDMONT, INC., to its immediate grantee, nor nearer than 10 feet to any side lot line; provided, however, that this Covenant shall not be construed so as to permit any portion of a building on a lot to encroach upon another lot except in cases where two adjoining lots or one whole lot and a portion or an adjoining lot are owned by one person and there is only one residence constructed on the combined area thus owned in both lots. Nothing herein contained or contracted in E. above shall be so construed as to permit a part of a lot in any of said subdivisions to be used alone as a lot separate and apart from an adjoining full lot. The words "front lot line" as used in these restrictive Covenants shall be construed to mean the lot line abutting Lake Lorman and all residences shall be so constructed as to front or face the body of water known as Lake Lorman.

H. No improvements of any kind shall be erected or the erection thereof begun, or changes made in the exterior design thereof after original construction of a lot, until plans and specifications according to which construction or alterations will be made have been submitted to and approved in writing by the aforementioned Board. The Board reserves the right to inspect or have inspected, during construction, any building in order to insure compliance with submitted plans.

# SECTION IV - LAKE REGULATIONS

It is understood and agreed by and between all present and future owners of lots subject to these Covenants that all of said lot owners shall be bound by the following rules and regulations affecting the use of Lake Lorman:

A. No piers or other structures shall be erected in or over the water abutting any lot in Lake Lorman, Part 5. One pier and/or boathouse or combined pier/boathouse may be erected in the water in front of each lot in Lake Lorman, Parts 1 to 4, inclusive. Said pier or pier/boathouse combination shall not extend more than 40 feet into the lake area from the front line and shall be constructed as a single unit, the covered portion of which shall not extend more than 20 feet in width, shall not extend more than 20 feet in width, shall not extend more than 20 feet in width, shall not extend more than 20 feet in width, shall not extend more than 20 feet in width, shall not extend more than 20 feet in width, shall not extend more than 20 feet in width, shall not extend more than 20 feet in width, shall not extend more than 20 feet in line, nor 12 feet in height measured from the full (zero) level of the lake as determined by the overflow conduit. The maximum storage area shall not exceed 100 square feet. All boathouses must provide ingress and egress for boats. Boathouses shall not be used as living quarters. Piers shall be of pressure treated lumber, shall not be more than four feet in width and the location of each pier, as well as, the angle at which it shall project into the lake from the front line shall be approved before construction by the Board hereinafter provided. Any platform attached to any pier shall be built of the same type of material approved for piers and shall not be covered nor extend more than six feet on either side of the center line of the pier, and shall not be more than 10 feet in width, nor a total of 100 square feet. No such piers or platform shall have any roof or sides other than a rail. For the purpose of

7

these Covenants the term "pier" shall mean any structure erected over water, whether on piling or otherwise. No free floating platforms will be permitted in Lake Lorman.

- B. No boat of any kind owned by any person other than the owner or lessee of a lot in one of the subdivisions known as Lake Lorman, Part 1 to 5, each inclusive, or of any lot conveyed by PIEDMONT, INC., whose original deed provides for use of said Lake, shall at any time be allowed on Lake Lorman. No lot owner shall allow a boat not owned by himself or by some other owner of property specifically given the privilege of boating in Lake Lorman by these Covenants to be kept in the water in front of his lot or in his boathouse, it being the purpose of these Covenants to restrict the use of the Lake to owners and guests of said lot owners. Members of a lot owner's family being of 21 years of age or over, and not full-time residents of Lake Lorman, do not have the right to place his or her boat in Lake Lorman. No boat sticker shall be applied to any boat not belonging to a Lot Owner.
- C. Jet boats, jet skies or boats with excessive horsepower are prohibited on Lake Lorman. Not more than one propulsion motor shall be used at any time on or in any boat. The manner of operation and size of boats permitted on the lake and the horsepower of motors used on boats in the lake shall be governed by ruling made from time to time by the Board herein provided. The owner of each lot shall be entitled to have not more than two power boats on, or in the water of, the Lake at any time, which two boats shall be owned by the lot owner personally. No such boat, however, shall be used as a residence. All boats using Lake Lorman shall have a current state registration and current Lake Lorman sticker. Boat stickers are limited to two stickers per residential lot.
- D. The Board shall have the power and authority to designate the times during which Lake Lorman shall be used for water skiing and also to designate the areas of the Lake where water skiing shall be permitted or prohibited.
  - E. No type of ramp for ski-jumping is allowed.

Wiffiam D. Seagrove, President Board of Directors Lake Lorman Corporation

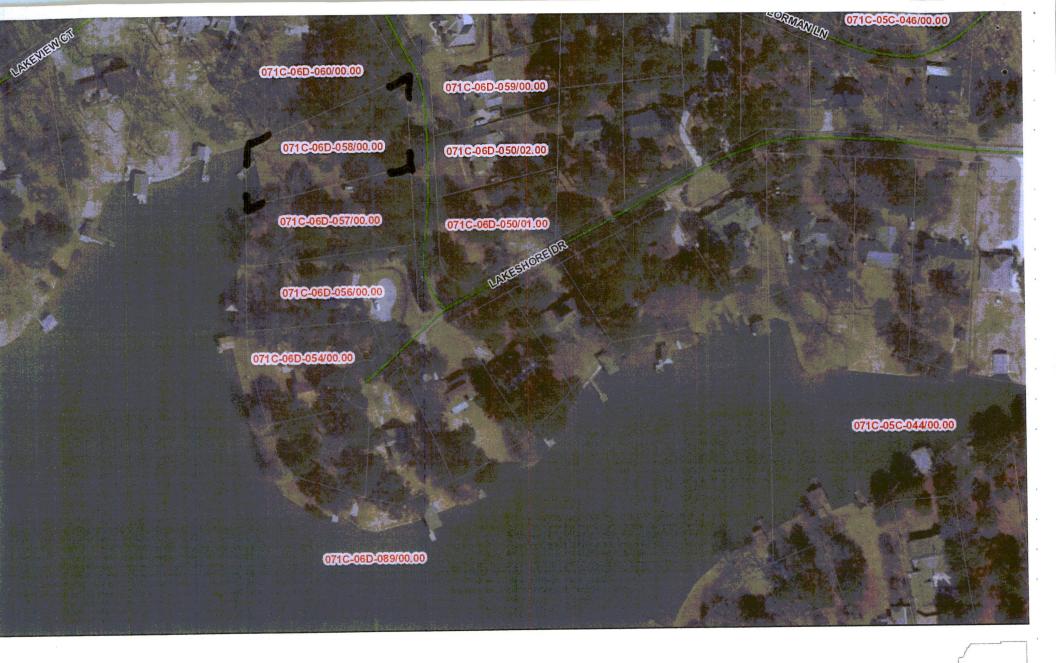
SUMPRINTO, AND SUBSCRIBED before me on this the day of Dec.



Manus Hymn)



STATE OF MISSISSIPPI, County of Madison:  I certify that the within instrument was filed of	for record in my office this	_26 da	Y
I certify that the within instrument was filed	o'clock a.M., and w	as duly recorde	d
		, Page <u>202</u>	
on the	BY: Karegory	D.	C.
BILLY V. COOPER, CHANCERY CLERK	B1.		



**County Boundary** 

Madison County GIS

1:2,257 0.0125 0.025 0.05 mi

BOOK 4 PAGE 31

# LAKE LORMAN-PART 3

BEING A SUBDIVISION OF LANDS IN THE E 1/2 OF SECTION 6, AND IN THE SW 1/4 OF SECTION 5, T7N-RIE, MADISON COUNTY, MISSISSIPPI

JOHN GADDIS CIVIL ENGINEER JACKSON, MISS.

CERTIFICATE & DECLARATION OF OWNER & CIVIL ENGINEER STATE OF MISSISSIPPI

COUNTY OF MADISON THE UNDERSIGNED OWNER AND THE UNDERSIGNED CIVIL ENGINEER DECLARE AND CERTIFY THAT THIS PLAT OF

LAKE LORMAN PARTS' SMBRACES AND COVERS THE FOLLOWING DESCRIBED LAND LYING AND BEING SYTUATED IN

MADISON COUNTY, MISSISSIPPI.

THAT PART OF THE EIG OF SECTION G, AND THE SWIK OF SECTIONS, TIN-RIE, MADISON COUNTY,

MISSISSIPPI, AS SHOWN HEREON AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 2/24-78 FT. NORTH AND 407-94 FT. EAST OF THE SOUTHWEST CORNER OF

SECTIONS, TIN-RIE, MADISON COUNTY, MISSISSIPPI, WHICH POINT IS THE NORTHEAST CORNER OF

SECTIONS, TIN-RIE, MADISON COUNTY, MISSISSIPPI, WHICH POINT IS THE NORTHEAST CORNER OF

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SECTIONS, TOP THE SUBDIVISION, RUN THERCES 3-3-3-3-5 OW, MISSISSIPM, JOB FT. NORTHEADS OF THE NORTHEADS OF THE NORTHEAD OF THE NOR LAKE LORMAN PART 4 INWITNESS WHEREOF, JOHN GADDIS, CIVIL ENGINEER, HAS SIGNED AND DELIVERED, PIEDMONT, INC., ACTING THROUGH ITS PRESIDENT AND ITS SECRETARY-TREASURER HAVE SEALED AND DELIVERED THIS PLAT, DECLARATION AND CERTIFICATE THIS THE DAY JULY 1963. PIEDMONT, INC., OWNER John Galding BY M.a. Leun SECRETARY + TREASURER

ACKNOWLEDGEMENT STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED OFFICER IN AND FOR THE JURISDICTION AFORESAID, THE WITHIN NAMED MRS. SADIE VEE WATKINS LEWIS, PRESIDENT AND MALEWIS, JR., SECRETARY-TREASURER OF PIEDMONT, INC., WHO ACKNOWLEDGED TO ME THAT THEY, AS OFFICERS OF SAID CORPORATION, DULY AUTHORIZED, EMPOWERED AND DIRECTED SO TO DO, SIGNED, SEALED AND DELIVERED THIS PLAY AND CERTIFICATE AS THE ACT AND DEED OF SAID CORPORATION, AND THERE ALSO APPEARED BEFORE ME AT THE SAME TIME JOHN GADDIS, CIVIL ENGINEER, WHO ACKNOWLEDGED TO ME THAT HE SIGNED AND DELIVERED THIS PLAY AND CERTIFICATE ON THE DAY AND YEAR THEREIN MENTIONED. THEREIN MENTIONED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE

CERTIFICATE OF COMPARISON STATE OF MISSISSIPPI COUNTY OF MADISON

WE, W.A. SIMB, CHANCERY CLERK, AND JOHN GADDIS, CIVIL ENGINEER, HEREBY CERTIFY THAT WE HAVE CAREFULLY COMMARED THIS DUPLICATE MAP OR PLAT OF "LAKE LORMAN-PART B" WITH THE ORIGINAL THEREOF AS MADE BY THE SAID JOHN GADDIS, CIVIL ENGINEER, AND THAT IT IS AN EXACT DUPLICATE THEREOF AND OF THE WHOLE OF SUCH MAP OR PLAT.

CERTIFICATE OF APPROVAL AND ACCEPTANCE STATE OF MISSISSIPPI COUNTY OF MADISON

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON WAS DULY CONSIDERED, APPROVED, AND ACCEPTED BY THE BOARD OF SUPERVISORS OF MAPISON COUNTY, MISSISSIPPI AT A REGULAR CONVENED MEETING HELD ON THE LOAY OF MULY 1963, AND THAT AN OFFICIAL RESOLUTION OF SAID ACTION IS DULY RECORDED IN THE MINUTE BOOK OF THE BOARD.

WITNESS MY SIGNATURE ON THIS THE / DAY OF JULY 1962.

aB. Mausell n. PRESIDENT OF THE BOARD

FILING AND RECORDATION STATE OF MISSISSIPPI COUNTY OF MADISON