

BOOK 3933 PAGE 891 DOC 15 TY T
INST # 908568 MADISON COUNTY MS.
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RONNY LOTT, C.C. BY: KAA D.C.

Prepared by:

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Indexing Instructions:

Lake Lorman Subdivision, Part 1 through Part 5

Marginal Notation:

Book 2127 at Page 842

2700
#600

Lake Lorman Corporation
105 Westline Drive
Madison, Mississippi 39110

**SECOND AMENDMENT TO LAKE LORMAN SUBDIVISION
PROTECTIVE COVENANTS
AS AMENDED NOVEMBER 2006**

WHEREAS, all of the lots located in Lake Lorman Subdivision, Part 1 through Part 5 (the "Subdivision") are subject to the terms and conditions of the Lake Lorman Subdivision Protective Covenants as Amended November 2006 (the "Covenants"), which was recorded in Book 2127 at Page 0842 of the records of the Chancery Clerk of Madison County, Mississippi (the "Land Records");

WHEREAS, the Covenants provide that an amendment may be considered at any annual or special meeting of the Board of Directors (the "Board") of the Lake Lorman Corporation (the "Corporation") so long as such amendment is approved by no less than three-fourths of the then current owners of lots in the Subdivision present at such annual or special meeting;

WHEREAS, at the annual meeting of the Board of the Corporation held on December 11, 2017 (the "Annual Board Meeting"), no less than three-fourths of the then current owners of lots in the Subdivision present at such meeting approved an addition to the Covenants.

WHEREAS, at the annual meeting of the Board of the Corporation held on December 9, 2019 (the "Annual Board Meeting"), no less than three-fourths of the then current owners of lots in the Subdivision present at such meeting approved amendments to the Covenants.

NOW, THEREFORE, all of the present and future owners of lots in the Subdivision shall be and hereby are subject to the Covenants, amended as set forth therein:

1. Section V – General Animal Control shall be added to the existing covenants as follows:

A. It shall be unlawful for the owner of any animal to permit it to run at large within the Subdivision;

B. It shall be unlawful for the owner of any animal to permit such animal to become or continue to be a nuisance animal within the Subdivision;

C. Animals within the Subdivision that are nuisance animals or animals running at large are subject to being seized and impounded as provided in the Ordinance Setting Standards, Conditions and Requirements for the Keeping, Maintaining and Treatment of Animals in Madison County and Prescribing Penalties for the Violation Thereof. A nuisance animal is defined as any animal which:

- Attacks or bites passersby or other animals;
- Damages private or public property; or
- Barks, whines or howls in an excessive or continuous fashion.

D. The owner of every animal shall be responsible for the removal of any excreta deposited by his or her animal(s) on public walks, recreation areas or private property.

2. Section V – Reference shall henceforth be known as Section VI – Reference.

3. Paragraph A of Section II - Lots shall be deleted in its entirety and replaced with the following:

A. All lots in Lake Lorman Subdivision shall be so owned that the record title to all said lots will be vested in individual persons. Other than foreclosure no corporation, partnership, associations, or club shall become vested with title to or rent any of said lots. The leasing of residences for business, speculative, investment or other purposes is not permitted. This includes any short-term vacation rentals such as VRBO or AIRBNB. Residences under rental contract on the date of filing of this amended covenant in the Madison County records may continue as rentals until such time that title to said property is transferred, modified, or changed for any reason, at which time rental privileges will terminate.

4. Paragraph D of Section III – Residences and Buildings shall be deleted in its entirety and replaced with the following:

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 Lake Lorman as determined by the overflow conduit. Any private garage shall be attached to the dwelling by roof or walkway (subject to Board approval). Any construction must begin within six months of approval or be resubmitted. 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 safe condition during construction. Construction trash must be hauled off from the construction site and not piled on the side of the road. Failure to complete exterior construction 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 incompleteness of exterior of structure. The owner of any structure torn down or damaged by fire shall have 120 days to remove the slab and all debris. Failure to do so will result in a liquidated damage of \$25.00 per day assessed as a lien on the lot.

5. Paragraph E of Section III – Residences and Buildings shall be deleted in its entirety and replaced with the following:

E. No shack, barn or other outbuilding shall be erected on any residential lot without the prior written approval of the Board. All such outbuildings shall not exceed 12 feet in height, be of framed construction finished with similar house finishes such as brick or siding. All roofing must be shingle or approved metal material. All outbuildings shall be maintained in good repair, including exterior 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 conditions.

6. Paragraph A of Section IV – Lake Regulations contained in the Lake Lorman Subdivision Protective Covenants as Amended November 2006 recorded in Book 2127 at Page 842 and the Amendment to Lake Lorman Subdivision Protective Covenants as Amended November 2006 recorded in Book 3067 at Page 549, shall be deleted in its entirety and replaced with the following:

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 from the natural shoreline, nor 12 feet in height measured from the full (zero) level of the lake. Total height includes any railing or other appurtenance. Any portion of the structure on land is to be considered part of the boathouse. All boathouses must provide ingress and egress for boats. Boathouses shall not be used as living quarters. Piers shall be of pressure treated lumber or composite decking material such as Trex, 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 out 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 and shall not be more than 12 feet in width, for a total of 144 square feet. No such piers or platforms shall have any roof or sides other than a rail. For the purpose of these Covenants, the term "pier" shall mean any structure erected over water, whether on pilings or otherwise. No free-floating platforms will be permitted in Lake Lorman. All piers, platforms and seawalls shall be maintained in good repair and free of damage and rotting wood.

Certificate

This is to certify that at a duly called annual or special meeting of the Board of Directors of Lake Lorman Corporation upon prior notice, the above referenced amendment, addition, alteration or revocation of Protective Covenants was approved by no less than three-fourths of the current owners of lots in the Lake Lorman Subdivision, Part 1 through Part 5 present at such meeting, by proper vote for the amendment, addition, alteration or revocation being 43.5 and with the vote against the amendment, addition, alteration or revocation being 9.

CERTIFIED, this the 22nd day of September, 2020.



Glenn Sanford
GLENN SANFORD,
Secretary of Lake Lorman Corporation

PERSONAL PROPERTY BEFORM ON THE ABOVE DATE

In accordance with the provisions of the Covenants, the Certificate made by the Secretary of the Corporation above shall constitute conclusive evidence, proof and verification, that no less than three-fourths of the then current owners of lots present at the Annual Board Meeting did approve the amendments to the Covenants set forth herein.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed as of the date set forth in the acknowledgment below.

LAKE LORMAN CORPORATION

By: *Mike Clark*
MIKE CLARK, President

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 22ND day of SEPT, 2020, within my jurisdiction, the within named MIKE CLARK, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the entity upon behalf of which he executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
NOTARY PUBLIC

My Commission Expires:
11/13/2022
(SEAL)

