

**LAKE LORMAN SUBDIVISION
PROTECTIVE COVENANTS
AS AMENDED NOVEMBER, 2006,
DECEMBER, 2013 AND DECEMBER, 2017, 2019, 2021 & 2023**

The undersigned hereby covenant and agree with all present and future owners of lots in Lake Lorman Subdivision. Part 1 through Part 10, that the following protective covenants shall apply to all lots in said subdivision and to any lots developed and conveyed by PIEDMONT, INC., whose original deeds were restricted by the aforementioned 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 November 30, 2008, after which time said Covenants shall automatically be extended for successive periods of two years unless an instrument signed by the President of Lake Lorman Corporation or another designated officer, or by a majority of the then current owners of lots in said subdivision, and has been recorded in the office of the Chancery Clerk of Madison County, Mississippi, amending, altering or revoking said Covenants. Such Instrument shall include a certificate by the Secretary as follows:

Certificate

This is to certify that a majority of the current owners of lots in the above referenced Lake Lorman Subdivision, Part 1 through Part 10, have signed an Instrument or Instruments in writing agreeing to the above state changes or revocation of said Covenants.

CERTIFIED, the ___ day of _____, _____.

Secretary of Lake Lorman Corporation

The inclusion of such Certificate by the Secretary of this corporation shall constitute conclusive evidence, proof and verification that a majority of the then current owners of lots have signed such instrument agreeing to the subject amendment, alteration or revocation. If such instrument is signed by the President or another designated officer, it shall not be necessary to file the actual signatures of the then current owners of lots in the land records with the amendment, alteration or revocation of said Protective Covenants. When the amendment, alteration or revocation of Covenants is signed by the President or another designated officer and the above reference Certificate to the Secretary of Lake Lorman Corporation is attached to, or included in, the instrument involved, the acknowledgment of signatures of the then current owners of lots shall not be required to comply with the requirement that lot owners sign such instrument.

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, alteration or revocation of Protective Covenants shall be approved by no less than three fourths of the ten 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 notice shall be given that an amendment, alteration or revocation of protective Covenants will be considered at such annual or special meeting. Such notice shall include a summary or other explanation of the proposed amendment, alteration or revocation. 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.

Any approval of an amendment, alteration or revocation at a meeting of the Board may be made by voice vote of persons authorized to vote unless the Board requires a ballot vote, or unless a ballot vote is requested by at least ten percent (10%) of the members present at the meeting.

Any amendment, alteration or revocation of covenants at a Board meeting shall, upon formal approval, include a certificate by the Secretary as follows:

Certificate

This is to certify that at a duly called annual or special meeting of the Board of Directors of Lake Lorman Corporation upon proper notice, the above referenced amendment, alteration or revocation of Protective Covenants approved by no less than three-fourths of the current owners of lots in the Lake Lorman Subdivision, Part 1 through Part 10, by proper vote with vote for the amendment, alteration or revocation being _____ and with the against the amendment being _____.

CERTIFIED, the ___ day of _____, _____.

Secretary of Lake Lorman Corporation

The inclusion of such Certificate by the Secretary of the Corporation shall constitute conclusive evidence, proof and verification that no less than three-fourths of the ten current owners of lots present at such meeting did approve the subject amendment, alteration and revocation in accordance with this provision.

Any amendment, alteration or revocation of Protective Covenants shall be effective from and after the date of filing of the instrument setting forth in the subject amendment, alteration or revocation (along with the signed Certificate by the Secretary of Lake Lorman Corporation) in the land records in the office of the Chancery Clerk of Madison County, Mississippi,

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 o'clock p.m. at the Lake Lorman Clubhouse for the purpose of electing members to the Board of Directors. Each lot owner shall be entitled to cast one voter per lot in person. Owners of half lots will be entitled to a half vote. To allow requisite time to have his/her name pre-printed 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 to 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 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 subdivision. 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 continuing lien upon each lot against which each 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 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 owners.

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 owner(s) shall pay all costs of enforcement of collection including reasonable attorney's 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 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.

B. All lots in Lake Lorman Subdivision designated as having lake rights are entitled to lake rights, a privilege that allows the lot owner to use the lakes. Lake rights are inseparable from lot ownership and cannot be sold, rented, lease or transferred to any other person or interest except when a residence is rented under the provisions of Paragraph A above. In such case the lot owner shall provide written notification to the Board if the tenant has been designated the lake rights. The owner is responsible to see that lake rules are followed.

C. Any and all sewage or water systems must be tied into the Lake Lorman Utility District System.

D. No signs of a commercial nature will be allowed or posted on the owner's lot in Lake Lorman Subdivision except "For Sale". All other signs must be approved by the board prior to posting.

E. All owners of lots in Lake Lorman Parts 1 to 10, 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 such as an RV or camper parked on any lot shall be used as housing or shelter upon any lot without prior permission of the board for short term periods, the length of which, shall be established by the board at the time of approval.

G. No garbage, refuse, or trash of any kind shall at any time be dumped on or deposited in Lake Lorman.

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 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 Subdivision.

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 lost in said subdivision, except under 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 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 subdivision, 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 1800 square feet (heated area) of brick veneer finish or of frame construction with either wood or pre-finished 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 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 hour 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 liquidated damage of \$25.00 per day assessed as a lien on the lot.

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.

F. No residential lot shall be re-subdivided. However, nothing herein contained shall prevent the owner of two adjoining lots in the subdivision 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 setback 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 case where two adjoining lots or one whole lot and a portion of 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 subdivision 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 on 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.

I. The owner of any lot upon which construction is to take place is responsible for any and all resulting damages to Lake Lorman property including, but not limited to, roads,

ditches, culverts, other drainage structures, signs, trees. Before commencing any portion of the construction, including preliminary dirt work and grading the lot owner and a Lake Lorman representative shall inspect and document existing conditions for the Board. Before commencing any portion of the construction, including preliminary dirt work and grading, a lot owner will submit a non-refundable deposit of \$2,000 to the Board. If damages exceed the \$2,000 non-refundable deposit, the lot owner will be responsible for the excess and will remit payment for the excess immediately upon notice of same.

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 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 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 for 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.

B. No boat of any kind owned by any person other than the owner of a lot in the subdivision known as Lake Lorman Subdivision, Parts 1 through 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 some other owner of property 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, skis or boats with excessive horsepower are prohibited on Lake Lorman. Not more than one propulsion motor shall be used at any time or in any boat. The manner of operation and size of boats permitted on the Lake and horsepower amount of motors used on boats in the Lake shall be governed by ruling made 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 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.

SECTION V. – General Animal Control

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 an 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.\

SECTION VI – REFERENCE

Reference to Lake Lorman Subdivision, Part 1 through Part 10, Lake Lorman Subdivisions, subdivision or subdivisions in general, shall have the same meaning and intent for purposes of these Covenants.

SECTION VII – EFFECTIVE DATE

Upon filing of this amendment of Protective Covenants in the land records of Madison County, Mississippi, this amendment shall replace and supersede all protective and/or restrictive

covenants heretofore in force and effect regarding the subject properties specifically covenants filed in the land records in the office or the Chancery Clerk of Madison County as follows:

Book	Page
315	431
513	431
581	506
640	450
666	83
884	528
699	122
729	232
985	582
1382	047
1868	962
2125	194
2127	842
3067	549
3933	891

WITNESS THE SIGNATURE of the President of the Board of Directors of the Corporation, this the ____ day of _____, 2024.

President Board of Directors, Lake Lorman Corporation

Certificate

This is to certify that at a duly called annual or special meeting of the Board of Directors of Lake Lorman Corporation upon proper notice, the above referenced amendment, alteration or revocation of Protective Covenants approved by no less than three-fourths of the current owners of lots in the Lake Lorman Subdivision, Part 1 through Part 10, by proper vote with vote for the amendment, alteration or revocation being _____ and with the against the amendment being _____.

CERTIFIED, the ____ day of _____, _____.

Secretary of Lake Lorman Corporation