

WARRANTY DEED

ERNEST A. PICKLE and wife, MARJORIE B. PICKLE

Grantors

To

J. L. SCOTT and wife, HELEN G. SCOTT

Grantees

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good, legal, sufficient, and valuable considerations, the receipt of all of which is hereby acknowledged, ERNEST A. PICKLE and wife, MARJORIE B. PICKLE, the undersigned Grantors, do hereby sell, convey, and warrant unto the above Grantees, J. L. SCOTT and wife, HELEN G. SCOTT, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in the County of DeSoto, State of Mississippi, being more particularly described as follows, to-wit:

Lot 249, Section B, Buena Vista Lakes Subdivision, as shown on plat appearing of record in Plat Book 5, at Pages 10-11, in the office of the Chancery Court Clerk of DeSoto County, Mississippi, to which plat reference is hereby specifically made for a more particular description of said lot; said property being located in Section 13, Township 4 South, Range 8 West, DeSoto County, Mississippi.

The warranty in this Deed is subject to Subdivision and zoning regulations in effect in DeSoto County, Mississippi, rights of way and easements for public roads and public utilities and further, subject to all applicable building restrictions and restrictive covenants and easements of record.

Each owner, corporate or otherwise, of any interest in land in the Buena Vista Lakes Subdivision shall have a membership in the Buena Vista Lakes Maintenance Association, a nonprofit corporation created for the purpose of owning and maintaining the lake, dam site, drives, and other common areas, which membership is subject to the by-laws and other rules and regulations thereof. Such land owner shall have the right to the use of the lakes in the subdivision only so long as he is a member of said Association.

No inboard or outboard motorboat having an excess of 5 1/2 horsepower shall be used on any lake in the subdivision. Each boat shall be plainly marked "B. V." with the owner's lot number, in order that all boats may be identified. Any boat without a lot number will not be permitted on the lake.

The property herein conveyed is subject to an assessment by the Buena Vista Lakes Maintenance Association on an annual basis, when same is assessed, and thereafter for the same amount annually until changed by a majority of the total votes eligible to be cast by the members of the Association, such amount to be used for the maintenance of the lake, dam, dam site, drives, and other common areas. Said assessments shall be due and payable as the Board of Directors shall determine, and if not so paid, shall bear interest at the rate of 6% per annum from the due date until paid; such assessments shall be a lien on the property so assessed and collectible by proper action at law, or proceeding in Chancery, for enforcement of such lien.

No pier shall extend more than 15 feet out into the lake from the shoreline, except such piers that may be erected in lake access areas by the Maintenance Association.

All residences in this subdivision shall have inside toilets. All septic tanks and septic tank fields must be constructed to standards of the Mississippi State Board of Health. No outside privies will be permitted. No septic tank field shall be allowed to drain into the lake.

No failure or neglect on the part of the grantor or of any owner of lands embraced in said Buena Vista Lakes Subdivision, to demand or insist upon the observance of any provision, requirement, covenant, limitation, restriction, or condition herein contained or referred to or to proceed for the restraint of violations thereof, shall be deemed a waiver of such violation or operate as an estoppel to restrain a continuance thereunder; nor shall a waiver thereof in any particular be deemed a waiver of any other default thereunder, whether of the same or of a different nature; but any such provision, requirement, covenant, limitation, restriction, or condition, may be enforced at any time, notwithstanding violations thereof may have been suffered or permitted theretofore.

All lots in the subdivision will have a water service tap at the road property line and are subject to a water service charge by Trinity Water Company under its schedule of rates, terms, and conditions on file with the Mississippi Public Service Commission. Any unpaid charge of water service shall be a lien on the property and collectible by proper action at law, or proceeding in Chancery, for enforcement of such lien.

The Grantees herein by acceptance of this conveyance assume and agree to pay a pro-rata share of all ad valorem taxes for the year 1988.

WITNESS the signatures of the Grantors this the 16th day of September, 1988.

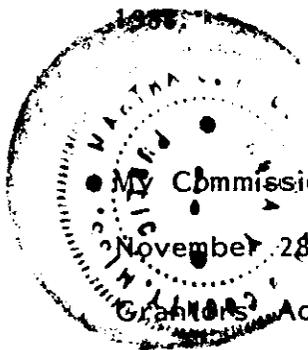
Ernest A. Pickle
ERNEST A. PICKLE
Marjorie B. Pickle
MARJORIE B. PICKLE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named ERNEST A. PICKLE and MARJORIE B. PICKLE, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 16th day of September,

Martha C. Suggs
Notary Public



My Commission expires:
November 28, 1991

Grantors' Address: 6031 Pebble Hill Drive, Bartlett, TN 38135 377-1153

Grantees' Address: 6970 Belle Meade, Horn Lake, MS 38637 393-0806