

711

WARRANTY DEED

VICKI A. GREENE, MICHAEL D. HESTER, and JANET W. GREENE  
GRANTORS

To

MICHAEL D. HESTER  
GRANTEE

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, VICKI A. GREENE, MICHAEL D. HESTER, and JANET W. GREENE, the undersigned Grantors, do hereby sell, convey, and warrant unto the above Grantee, MICHAEL D. HESTER, the following described land and property situated in the County of DeSoto, State of Mississippi, being more particularly described as follows, to-wit:

Lot 19, Point Regency Lakeside Homes, in Section 19, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Mississippi, as shown by the plat appearing of record in Plat Book 14, Pages 9 and 10, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Further consideration of the above described property is the assumption by Grantee of that certain Deed of Trust executed by Vicki A. Greene, Michael D. Hester, and Janet W. Greene, in favor of Lumbermen's Investment Corporation, dated April 23, 1987, and recorded in Book 399, Page 285, in the office of the Chancery Clerk of DeSoto County, Mississippi, and re-recorded in Book 405, Page 411, in said Clerk's office, which secures an indebtedness in the current principal amount of \$54,191.91, and Grantee takes subject to said loan.

Grantors hereby authorize the transfer of this loan from their names into Grantee's name and Grantors hereby set over and assign unto Grantee without charge all escrow funds now held by Lumbermen's Investment Corporation in connection with loan made by same on the above described property.

This conveyance is made subject to all applicable building restrictions, restrictive covenants and easements of record.

1. Each owner, corporate or otherwise, of any interest in the above described lot, shall be a member of Lake Greenbrook Property Owners Association, a Mississippi non-profit corporation created for the purpose of maintaining the lake, dam site and other common property around Lake Greenbrook, which membership is subject to the By-Laws and other rules and regulation of the Association.

2. No inboard or outboard motorboat having in excess of six horsepower shall be allowed on the lake at any time. Each boat shall be plainly marked "LGB" next to 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, and the use of the lake shall be limited to the property owners and their guests.

3. No pier shall be constructed more than six feet in width and extended more than twelve feet into the lake from the shore line, except such piers as may be erected in the lake access areas by the Lake Greenbrook Property Owners Association.

4. The property herein conveyed is subject to an assessment by the Lake Greenbrook Property Owners 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 members of the Association with such amounts to be used only for the maintenance of the lake, dam, dam site and other common areas. Said assessment shall be due and payable as the Board of Directors shall determine and if not so paid, shall bear interest at the rate of eight per cent (8%) per annum from due date until paid. Such assessment shall be a lien on the property so assessed and collectible by proper

action at law or proceedings in the Chancery Court for enforcement of such lien.

5. No structure except a pier shall be constructed closer than twenty-five feet from the water line of the lake.

6. No fence shall be erected more than six feet in height and closer than twenty-five feet from the water line of the lake.

7. The minimum ground floor area of one-story residences, exclusive of open porches, garages or carport shall be 1,100 square feet.

No failure or neglect on the part of the Grantors or any member of Lake Greenbrook Property Owners Association to demand or insist upon the observance of any provisions, requirement, covenant, limitation, restrictions or condition herein contained or referred to or to proceed for the restraint or violation 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 provisions, requirement, covenant, limitation, restrictions, or condition may be enforced at any time notwithstanding violations thereof may have been suffered or permitted theretofore.

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

WITNESS the signatures of the Grantors this the 23rd day of December, 1988.

*Vicki A. Greene*  
VICKI A. GREENE

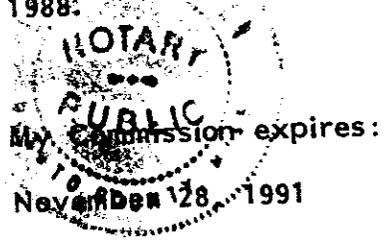
*Michael D. Hester*  
MICHAEL D. HESTER

*Janet W. Greene*  
JANET W. GREENE

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named VICKI A. GREENE, MICHAEL D. HESTER and JANET W. GREENE, 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 23rd day of December, 1988:



*Luann J. Johnson*  
Notary Public

Grantor's Address: 954 Boulder Dr., Southaven, MS 38671 393-2400

Grantee's Address: 8990 Hunters Creek Drive, Southaven, MS 38671 342-1400

Filed @ 10:00A Dec. 28 1988  
Recorded in Book 210 page 711  
W. E. Davis, Chancery Clerk