

ROSEMARY POWERS
GRANTOR

TO

STEPHEN C. DAVIS, a single person
GRANTEE

WARRANTY

DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, full receipt and the sufficiency of all of which considerations are hereby acknowledged, I, ROSEMARY POWERS do hereby SELL, CONVEY and WARRANT unto STEPHEN C. DAVIS, a single person the hereinafter described real property, together with all appurtenances and improvements located thereon, said real property being located in DeSoto County, State of Mississippi, and being more particularly described as follows:

Lots 21 and 22,, in DELTA CREST SUBDIVISION, in Section 18, Township 3, Range 9, DeSoto County, Mississippi, as per plat recorded in Plat Book 5, Pages 6 & 7, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The above property is the same property conveyed to Kipp C. Johnson and wife, Mary Virginia Johnson by Warranty Deed of record in Book 82, Page 223 in the Chancery Clerk's Office of DeSoto County, Mississippi.

BY WAY OF EXPLANATION: Rosemary Powers executes this Warranty Deed by Will in Will Book 20, Page 143 and by Order Authorizing Sale of Real Property filed for record in Book 154, Page 342 in the Chancery Clerk's Office of DeSoto County, Mississippi.

The hereinabove described lots are conveyed subject to restrictive covenants of said subdivision and set out on said plat of said subdivision as recorded in the Chancery Court Clerk's Office of DeSoto County, Mississippi, and further subject to the following covenants, limitations and restrictions which are to run with the land in the same manner and for the same time as the restrictions on said recorded plat of said subdivision.

(1) Each owner, corporate or otherwise, of any interest in land in the Delta Crest Subdivision shall have a membership in the Lake Delta Crest Maintenance Association, a non-profit 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.

(2) No inboard or outboard motor boat having in excess of 6 horsepower shall be used on Lake Delta Crest. Each boat shall be plainly marked "L. D. C." 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.

(3) The property herein conveyed is subject to an assessment by the Lake Delta Crest Maintenance Association of \$20.00 on an annual basis, hereafter 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 amounts to be used only 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 six (6%) percent 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.

(4) 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 Lake Delta Crest Maintenance Association.

(5) All residences in this subdivision shall have inside toilets. All septic tanks and septic tank fields must be constructed to the specifications 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.

(6) No failure or neglect on the part of the grantor or of any owner of lands embraced in said Delta Crest 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 of 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.

(7) All lots in Delta Crest Subdivision will have a water service tap at the road property line and are subject to a water service charge by Trinity Water Company or water company to be organized by grantors under a schedule of rates, terms and conditions on file with the Mississippi Public Service Commission, State Office Building, Jackson, Mississippi. Any unpaid charge for 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.

(8) If required by DeSoto County for drainage of the lots herein conveyed the grantee hereby agrees, at his own expense, to install in the road right-of-way, a driveway pipe of the size and length required by said County, said pipe to become the property of DeSoto County.

(9) Five foot easements for water, gas and electric utilities are reserved along all lot lines.

Taxes for the year 1992 are prorated as of this date on an estimated basis. It is agreed and understood by both the Grantor(s) and Grantee(s) that when said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor(s) agrees to pay to said Grantee(s) or other assigns any deficit on an actual proration.

Possession is to be given on delivery of this deed.

WITNESS the signature of the Grantor herein this the 21st day of August, 1992.

Rosemary Powers
ROSEMARY POWERS

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for county and state aforesaid, and within my jurisdiction the within named ROSEMARY POWERS who acknowledged that she signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as her free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office on this 21st day of August, 1992.

Marilyn J. Crabb
Notary Public

My Commission Expires Sept 7, 1995

PROPERTY ADDRESS: VACANT PROPERTY

GRANTOR'S ADDRESS
3794 ROSEDALE DR
MEMPHIS, TN 38111
Res# 901-327-4626
Bus# NONE

GRANTEE'S ADDRESS
2950 Tudor
Memphis Tenn.
Res# 358-7387
Bus# 901-382-8405

RETURN TO:
TAYLOR LAW FIRM

STATE MS.-DESOTO CO. FILED *JW*

SEP 14 9 35 AM '92
9-15-92
RECORDED
DEED BOOK 249 (691) 3421300
PAGE 343
W.E. DAVIS CH.CLK.

AUG 24 9 07 AM '92
RECORDED
DEED BOOK
PAGE
W.E. DAVIS CH.CLK.