

BOOK 271 PAGE 107

STATE OF MISSISSIPPI DE SOTO CO. nD  
FILE nD

MAY 17 3 41 PM '94

BK 271 PG 107  
W.E. DAVIS CH. CLK.

*By: P. Atkinson, Jr.*  
WARRANTY DEED

WALTER V. HOPPER, JR., ET UX, GRANTOR

TO

EDWIN DALE PERRYMAN, GRANTEE

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable legal consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, Walter V. Hopper, Jr., and wife Marilyn B. Hopper, hereby sells, conveys, and warrants unto the Grantee, Edwin Dale Perryman, the land in DeSoto County, Mississippi, being more particularly described as follows:

Lots 6 and 7, Sheltowee Subdivision in the Northwest Quarter of the Southwest Quarter of Section 34, Township 3, South Range 6 West, more particularly described as follows: beginning at a point in the center line of Massey Road, 420.0 feet south of the Northwest corner of the Southwest Quarter of said section 34 [at the Southwest corner of Lot 5], thence north 89 degrees 05 minutes east on the south line of Lot 5, a distance of 520.0 feet to an iron pin, thence south South 1 degree 33 minutes East 420 feet to an iron pin at the Southeast corner of Lot 7; thence South 89 degrees 05 minutes West 520 feet to a point in the West line of said section in the center of Massey Road, thence North 1 degree 33 minutes West with the section line 420 feet to the point of beginning containing 5 acres subject to the right of way for Massey Road. All bearings magnetic.

A copy of the survey and the restrictive covenants for Sheltowee Subdivision shall be attached to and recorded with this deed.

By acceptance of this Deed, the parties agree that this conveyance is made subject to subdivision, health department, zoning and other regulations in effect in DeSoto County, Mississippi and rights of way and easements for public roads, flowage, and utilities. Taxes for 1994 shall be estimated and prorated at closing and paid by the Grantee when due with any final adjustments in proration to be made between Grantor and Grantee when the actual ad-valorem tax bill is rendered. Possession is to be given on delivery of this deed.

EXECUTED this the 16<sup>th</sup> day of May, 1994.

Walter V. Hopper  
Marilyn B. Hopper  
GRANTORS

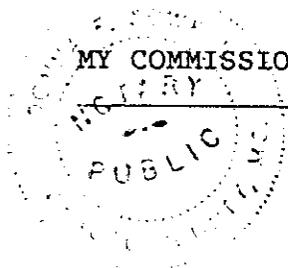
STATE OF MISSISSIPPI  
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Walter V. Hopper and Wife, Marilyn B. Hopper, who acknowledged signing and delivering the above and foregoing Warranty Deed on the day and year therein mentioned as a free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 16<sup>th</sup> day of May, 1994.

Donna Estell  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_



GRANTOR'S ADDRESS: P.O. Box 571 Hernando, MS 38632  
Home #: (601) 233-2725 Bus #: ( ) Same

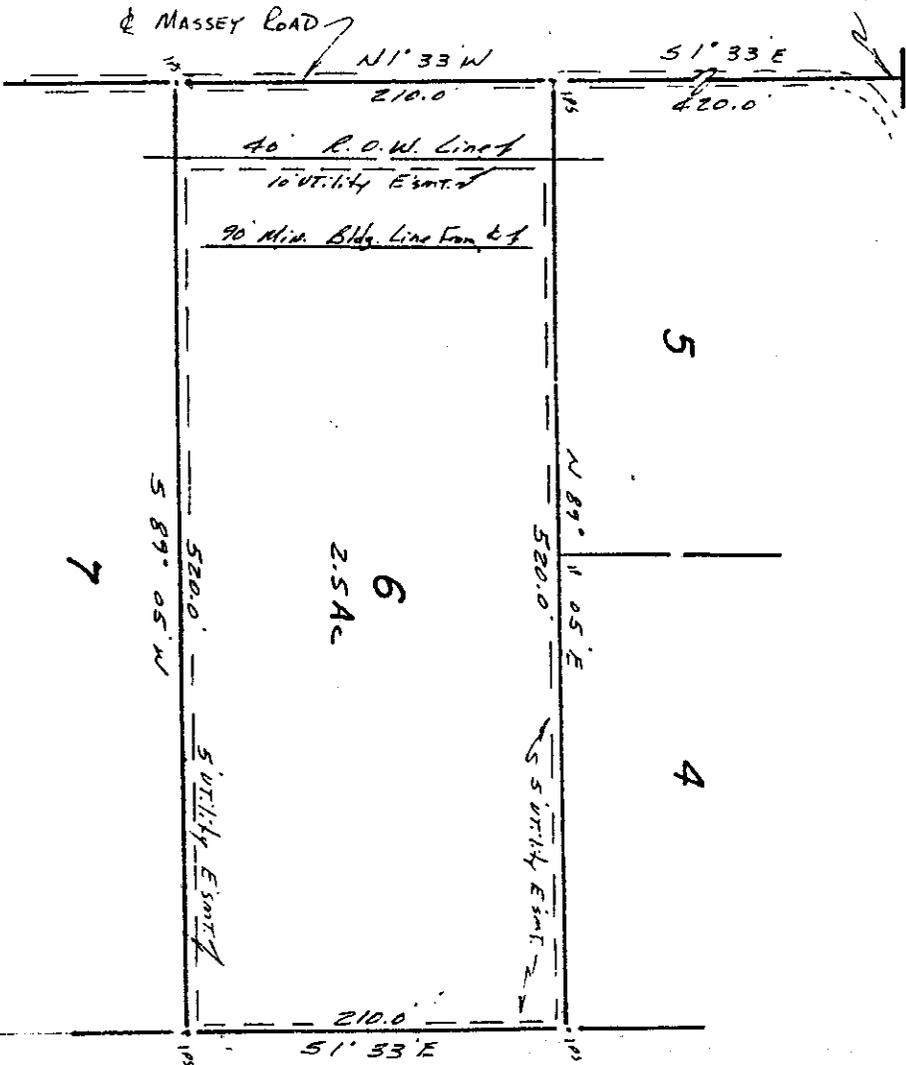
GRANTEE'S ADDRESS: 244 Box W155 Cordwata, MS 38614  
Home #: (601) 233-2378 Bus #: (601) 389-3348

Prepared by:  
Walker, Brown & Brown, P. A.  
P. O. Box 276  
Hernando, MS 38632  
(601) 429-5277  
(901) 521-9292

jhopper.wd12

N/W Corner of the SW 1/4 of SECTION 34; T-3-S; R-6-W

SURVEY OF A 2.5 ACRE LOT AS PART OF THE HOPPER TRACT IN SECTION 34; TOWNSHIP 3 SOUTH; RANGE 6 WEST; DESOTO COUNTY, MISSISSIPPI.

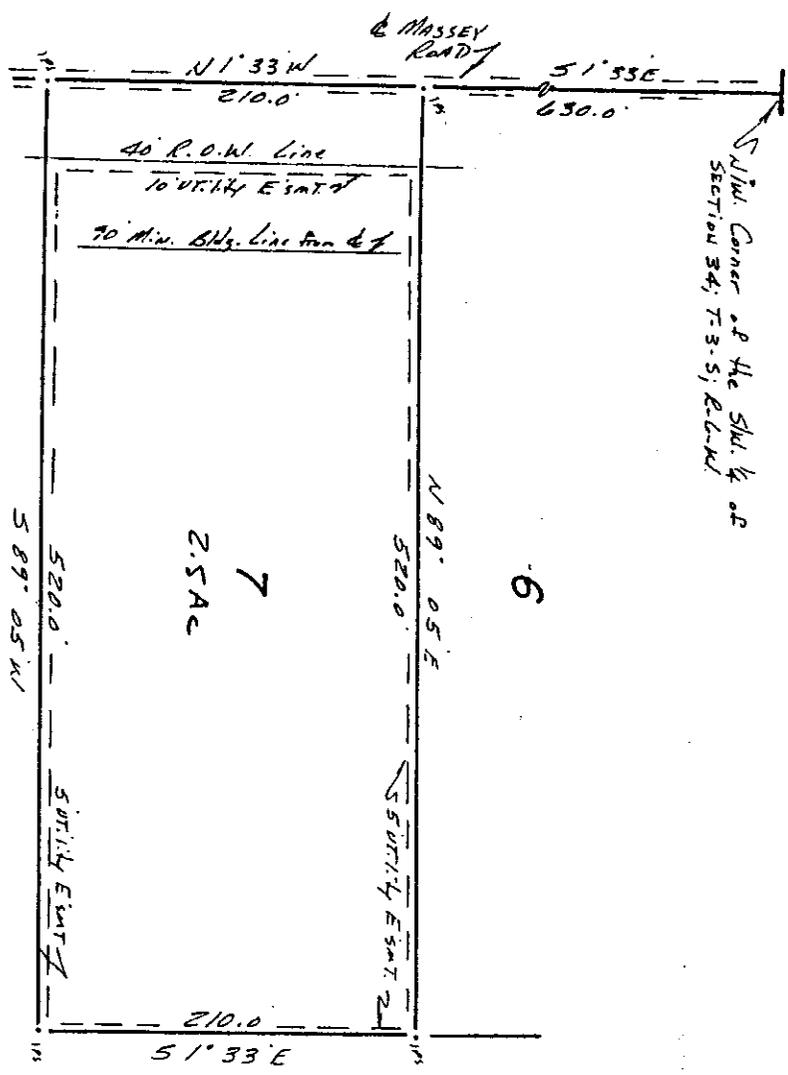


SCALE: 1" = 100'

NOV. 6, 1992

J. F. Lauderdale L.S.  
321 Lasher Street  
Hernando, Miss. 38632  
Class B Survey

SURVEY OF A 2.5 ACRE LOT AS PART OF THE HOPPER TRACT IN SECTION 34; TOWNSHIP 3 SOUTH; RANGE 6 WEST; DESOTO COUNTY, MISSISSIPPI.



SCALE: 1" = 100' NOV. 6, 1992

J. F. Lauderdale L.S.  
321 Loshner Street  
Hernando, Miss. 38632  
Class B Survey

*North*

COVENANTS FOR SHELLOWEE SUBDIVISION IN SECTION 34; TOWNSHIP 3 SOUTH; RANGE 6 WEST; DESOTO COUNTY, MISSISSIPPI.

(1) No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling and a private garage for not more than three cars, and separate detached buildings incidental to such use. Two or more lots may be combined for use as one lot and, in such case, the interior lot lines may be disregarded insofar as side yard easement requirements are concerned. In the event two or more lots are combined to use as a single lot under one ownership, no part of the combined lots may be sold or conveyed except to the original size of the lots before being combined. No single lot in the subdivision as recorded can be resubdivided into two or more lots for the purpose of building another dwelling.

(2) The minimum front yard setback is shown on the plat for each lot, the minimum side yard setback is twenty (20) feet and the minimum rear yard setback is fifty (50) feet.

(3) All dwellings and other structures on the lots must be in compliance with the requirements of DeSoto Co. Planning Commission and its successors. All construction of out buildings must be approved by the Developer or his appointed agent.

(4) No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No business of any kind shall be carried on upon any lot or in any building on any lot. All lots and houses are to be for residential use only.

(5) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other temporary buildings shall be used on any lot at anytime as a residence, either temporarily or permanently. No garage apartments will be allowed.

(6) No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

(7) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste garbage shall not be kept, except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

exclusive of open porches, garages or carports shall be 1700 square feet. When split level or two story residence is constructed on a lot, the total minimum heated square feet shall be 1900 square feet, exclusive of open porches, garages or carports. An outbuilding for residential use, such as a caretaker's residence or mother-in-law's residence shall be permitted on a lot in addition to the main residence. The minimum square feet of heated space must be 1000 and the exterior finish will be required to match the main residence. No rental units will be allowed.

(9) Any type of permanent fencing erected on the lots must be approved by the developer or his appointed agent. No barb wire will be used.

(10) No vehicle, including but not limited to recreational vehicles, camping trailers, house trailers, produce trailers, boats or any accessory trailers can be parked or stored on any lot unless same is under the carport, in the garage, barn or other outbuildings or to the rear of the main residence. No tractor-trailer can be parked on any lot or on the street, and no trailer without a tractor can be parked in any lot or on the street.

(11) No underground homes will be allowed. No shell or modular house will be permitted to be built in this subdivision regardless of the price or square foot of the house. All houses must be of new construction and no house that is moved from another area will be permitted on a lot except by permission of the developer or his agent.

(12) The owner of the subdivision or his appointed agent reserves the right to review the plans of any structure that is built on any lot. The owner of the subdivision or his appointed agent must approve or disapprove in writing within 20 days the plans submitted. If the lot owner whose plans are to be approved does not receive this written approval or disapproval within said 20 days, the lot owner will deem the plans approved and proceed with construction began.

(13) The construction of any house or building in the subdivision shall be required to be completed within 18 months from the date that the construction began.

(14) When the developer ceases to own a lot within the subdivision, he shall then name three persons owning property within the subdivision as the Architectural Control Committee. A majority of such committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. A member of the committee shall immediately lose membership when he or she ceases to own property within the subdivision. Successor members shall be designated only from among the

then owners of property within the subdivision.

(15) Any equine type animal brought onto a lot must have a current negative Coggins test report. This report shall be shown to any other property owner in the subdivision at their request.

(16) All lot owners must clip grass on their lot at least twice per year. All lots must be maintained in a neat manner.

(17) These covenants, limitations, and restrictions are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants, limitations and restrictions shall be automatically extended for successive 10 year periods unless by a vote of the majority of the then owners of the lots in this subdivision it is agreed to change said covenants in whole or in part. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, limitations or restrictions herein, it shall be lawful for any person or persons owning lots in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, limitation or restriction and either invalidation of any of these covenants, limitations or restrictions by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

ADDENDUM: The above covenants cover lot number 3 which was previously sold.