BOOK 274 PAGE 48

STATE MS.-DESOTO CO. FILED

AUG 1 10 29 AM '94

BK 274 PG 48
W.E. DAVIS CH. CLK.
by: G. Stanley D.C.

WARRANTY DEED

RUSSELL CREED PALMER and wife, LINDA CAROL PALMER
Grantors

To

GARRY S. HENRY and wife, PAULA J. HENRY
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, RUSSELL CREED PALMER and wife, LINDA CAROL PALMER, the undersigned Grantors, do hereby sell, convey, and warrant unto the above Grantees, GARRY S. HENRY and wife, PAULA J. HENRY, 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 89, Section A, Buena Vista Lakes Subdivision, in Section 13, Township 4, Range 8 West, DeSoto County, Mississippi, as shown on plat recorded in Plat Book 4, Pages 33-37, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The hereinabove described lot is conveyed subject to restrictive covenants of said subdivision as 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 subdivision:

(1) 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 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 bylaws and other rules and regulations thereof. Such land owner shall have the right to use the lakes in the subdivision only so long as he is a member of said Association.

(2) No inboard or outboard motorboat having in 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.

(3) The property herein conveyed is subject to an assessment by the Buena Vista Lakes Maintainance Association on an annual basis, which 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 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 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.

(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 Maintenance Association.

(5) All residences in this subdivision shall have inside toilets. All septic tanks and sectic 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.

(6) 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, limitations, restriction or condition, may be enforced at any time, notwithstanding violations thereof may have been suffered or permitted theretofore.

(7) 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. An 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.

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

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 1994.

WITNESS the signatures of the Grantors this the 28th day of July, 1994.

Russell Creed Palmer
RUSSELL CREED PALMER

Linda Carol Palmer
LINDA CAROL PALMER

STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named RUSSELL CREED PALMER and LINDA CAROL PALMER, 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 28th day of July, 1994.

My Commission expires:
November 27, 1995

Marita C. Huggins
Notary Public

Grantors' Address:
2818 Mercury, Bartlett, TN 38134
Home No. 901-386-1751 Work No. 901-873-5835
Grantees' Address:
215 West Commerce, Apt. B, Hernando, MS 38632
Home No. 429-7443 Work No. 601-363-3073

This instrument prepared by:
Arthur E. Huggins, Attorney
P. O. Box 8
Southaven, MS 38671
601-342-1616