

MT

MAR 13 12 44 PM '95

BK 282 PG 611
W.F. DAVIS CH. CLK.
by C. Stuckey, Jr.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ten dollars, (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, we, the undersigned Garry S. Henry and wife Paula J. Henry, do hereby convey and warrant unto SOUTHERN HOMES OF HOLLY SPRINGS, INC.

a Mississippi corporation, the following described land, together with all improvements thereon, in DeSoto County, Mississippi, to wit:

Lot No. 89, Section A, Buena Vista Lake Subdivision in Section 13, Township 4 South, Range 8 West, DeSoto County, MS, and according to plat recorded in Plat Book No. 4 at page 33-37 of the records of the Clerk of the Chancery Court 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 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 restrictions on said recorded plat of said 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 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 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 or 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 subject to all applicable building restrictions, restrictive covenants, and easements of record.

The Grantors and Grantees agree that land tax for the year 1995 are to be prorated.

WITNESS OUR SIGNATURES, this 9th day of March, 1995.

Garry S. Henry
GARRY S. HENRY
Paula J. Henry
PAULA J. HENRY

STATE OF MISSISSIPPI

COUNTY OF ~~MARSHALL~~ DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 9th day of March 1995, within my jurisdiction, the

within named Garry S. Henry and wife Paula J. Henry who acknowledged that they executed the above and foregoing Warranty Deed.

Martina C. Higgins
NOTARY PUBLIC

(: E A L)

My Commission Expires:
November 27, 1995

GRANTOR:
Mr. and Mrs. Garry S. Henry
215 West Commerce, Apt. B
Hernando, MS 38632
601/429-7443
work N/A

GRANTEE:
Southern Homes of Holly Springs, Inc.
420 E. Van Dorn Ave.
Holly Springs, MS 38635
601/252-3421

Index instruction: Lot No. 89, Section A, Buena Vista Lake
Subdivision, DeSoto County, MS

THIS INSTRUMENT PREPARED BY:
D. ROOK MOORE III
P.O. BOX 356
HOLLY SPRINGS, MS 38635
601-252-2252