

WALTER V. HOPPER, III, ET UX, GRANTORS

TO

WARRANTY DEED

WILLIAM F. McCOLLUM, ET UX, GRANTEES

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 Grantors, WALTER V. HOPPER, III and Wife, CHARLOTTE G. HOPPER, hereby sell, convey, and warrant unto the Grantees, WILLIAM F. McCOLLUM, and Wife, LEAH G. McCOLLUM, as tenants by the entirety with full rights of survivorship and not as tenants in common, the land in DeSoto County, Mississippi, being more particularly described as follows:

2.00 acres more or less known as proposed Lot 17, Sheltopee West Subdivision and being located in the Southeast Quarter of Section 33, Township 3 South, Range 6 West, DeSoto County, Mississippi and more particularly described as follows:

STATE MS.-DESOTO CO.
FILED

JUL 20 1 37 PM '00

BK 376 PG 279
W.E. DAVIS CH. CLK.

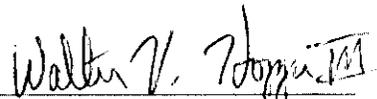
Commencing at the approximate centerline intersection of Countyline Road and Massey Road said intersection being commonly accepted as the southeast corner of Section 33, Township 3 South, Range 6 West, DeSoto County, Mississippi; thence north 00°00'00" west a distance of 1475.54 feet to a point; thence north 90°00'00" west a distance of 135.53 feet to a steel fence post (set) on the north right of way line of Sheltopee Trail said fence post being the point of beginning for the herein described tract of land; thence south 89°07'03" west a distance of 266.46 feet to a steel fence post (set); thence north 00°52'57" west a distance of 302.73 feet to an iron pin (set); thence north 90°00'00" east a distance of 288.62 feet to an iron pin (set); thence south 01°29'06" east a distance of 273.04 feet to a point of curvature; thence southwestwardly a distance of 39.53 feet along a curve to the right (having (delta=90°36'08", radius=25.00 feet, ch.brg.=south 43°48'59" west, ch.len.=35.54 feet) to the point of beginning and containing 2.00, more or less (87,053 more or less S.F.) of land being subject to all codes, easements, subdivision regulations, subdivision restrictions, and rights of way of record.

The restrictive covenants for Sheltopee West Subdivision, Section A, will apply to the above described lot following change: the total minimum heated floor area of a one story residence shall be 1,800 square feet and the minimum heated area for a split level or

two story residence shall be 2,000 square feet. A copy of the covenants will be attached to this Deed. A copy of the survey of the lot will be attached to 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 the year 2000 shall be estimated and prorated as of the date of this conveyance 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 upon delivery of the Deed.

EXECUTED this the 19th day of July, 2000.


WALTER V. HOPPER, III

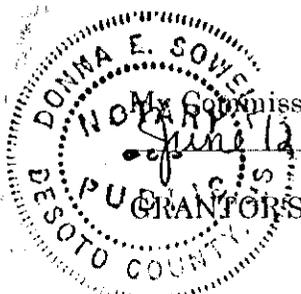

CHARLOTTE G. HOPPER
GRANTORS

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, III and Wife, CHARLOTTE G. 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 19th day of July, 2000.

Donna Estwell
Notary Public



My Commission Expires: June 12, 2004

GRANTOR'S ADDRESS: 5635 Massey Road, Hernando, MS 38632
Home #: (662) 233-2750 Bus #: () N/A

GRANTEE'S ADDRESS: 4002 McIngvale Road, Hernando, MS 38632
Home #: (662) 429-7024 Bus #: (662) 349-6620

Prepared by:
Walker, Brown & Brown, P. A.
P. O. Box 276
2540 Highway 51 South
Hernando, MS 38632
662-429-5277
901-521-9292

COVENANTS FOR SHELTON WEST SUBDIVISION SECTION 'A' IN SECTION 33
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 (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 any 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.
- (8) The total minimum heated floor area of a residence, exclusive of open porches, garages or carports shall be ~~1000~~ ⁸⁰⁰ square feet. When split level or two story residence is constructed on a lot, the total minimum heated square feet shall be ~~1200~~ ¹²⁰⁰ 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.

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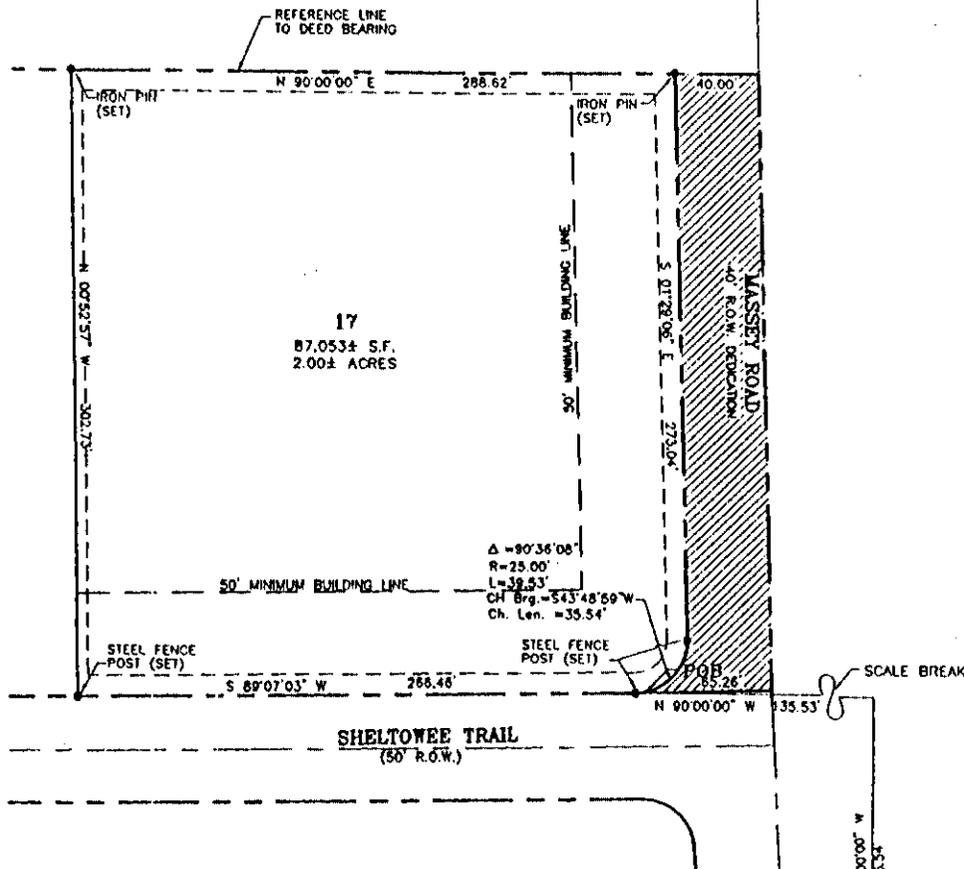
- (9) Any type of permanent fencing erected on the lots must be approved by the developer or his appointed agent. No barb wire will be used unless it is used in a specific manner described by the developer or his agent.
- (10) No vehicle, including but not limited to recreational vehicles, camping trailers, 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, 2010 at which time said covenants, limitations and restrictions shall be automatically extended for successive 10 year periods unless the owners of a majority of lots in this subdivision vote to change said covenants in whole or in part. If the parties to this subdivision 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

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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 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. Each lot shall have one vote per lot, regardless of the number of owners.

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WALTER HOPPER III



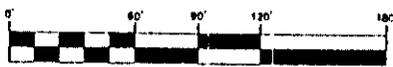
LEGAL DESCRIPTION

A LEGAL DESCRIPTION OF A 2.00, MORE OR LESS, ACRE TRACT OF LAND BEING KNOWN AS PROPOSED LOT 17, SHELTOPEE WEST SUBDIVISION AND BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPROXIMATE CENTERLINE INTERSECTION OF COUNTYLINE ROAD AND MASSEY ROAD SAID INTERSECTION BEING COMMONLY ACCEPTED AS THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1475.54 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 135.53 FEET TO A STEEL FENCE POST (SET) ON THE NORTH RIGHT OF WAY LINE OF SHELTOPEE TRAIL SAID FENCE POST BEING THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT OF LAND, THENCE SOUTH 89 DEGREES 07 MINUTES 03 SECONDS WEST A DISTANCE OF 266.46 FEET TO A STEEL FENCE POST (SET); THENCE NORTH 00 DEGREES 52 MINUTES 57 SECONDS WEST A DISTANCE OF 302.73 FEET TO AN IRON PIN (SET); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 288.62 FEET TO AN IRON PIN (SET); THENCE SOUTH 01 DEGREE 29 MINUTES 08 SECONDS EAST A DISTANCE OF 273.04 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTWARDLY A DISTANCE OF 39.53 FEET ALONG A CURVE TO THE RIGHT (HAVING (DELTA = 90 DEGREES 36 MINUTES 08 SECONDS, RADIUS = 25.00 FEET, CH. BRG. = SOUTH 43 DEGREES 48 MINUTES 59 SECONDS WEST, CH. LEN. = 35.54 FEET) TO THE POINT OF BEGINNING AND CONTAINING 2.00, MORE OR LESS (87,053, MORE OR LESS S.F.) OF LAND BEING SUBJECT TO ALL CODES, EASEMENTS, SUBDIVISION REGULATIONS, SUBDIVISION RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.

DATED: OCTOBER 18, 1999
REVISED: JUNE 28, 2000

GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

COUNTY LINE ROAD



APPROXIMATE INTERSECTION OF COUNTY LINE ROAD AND MASSEY ROAD, COMMONLY ACCEPTED AS THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI

LOT No. 17
SHELTOPEE WEST SUBDIVISION
DESOTO, COUNTY
SEC. 33, T-3-S, R-6-W
CLASS "C" SURVEY
AREA: 87,053± S.F.
OCTOBER 19, 1999
FILE: HOPPER\PLANS\LOT17.DWG

WO No. 99-010
SCALE: 1"=60'

NORTH REFERENCED TO



DEED-BEARINGS

I HEREBY CERTIFY THAT I, OR SOMEONE UNDER MY DIRECT SUPERVISION, SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS MADE BY USING PHYSICAL FEATURES FOUND ON THE GROUND AND FROM AVAILABLE RECORDED INFORMATION AND THIS SURVEY ALSO MEETS THE MINIMUM STANDARDS SET FORTH BY THE STATE OF MISSISSIPPI

SURVEY PREPARED BY:
DALE PERRYMAN
5600 MASSEY ROAD
HERNANDO, MS 38632
601-233-4487

THIS IS TO CERTIFY THAT THIS PROPERTY IS NOT LOCATED IN A HUD IDENTIFIED SPECIAL 100 YEAR FLOOD HAZARD AREA ACCORDING TO FIA MAP NO. 28033C0150 E, DATED JULY 19, 1997.

THIS SURVEY IS SUBJECT TO ALL CODES, REGULATIONS AND RESTRICTIONS, SUBDIVISION COVENANTS, EASEMENTS AND RIGHTS OF WAY OF RECORD.

