

PREPARED BY AND RETURN TO:
 TAYLOR, JONES, ALEXANDER & SORRELL, LTD.
 ATTORNEYS AT LAW, P. O. BOX 188
 SOUTHAVEN, MS 38671
 (662) 342-1300

STATE MS. - DESOTO CO.
 FILED

Nov 26 10 58 AM '02

SPENCER L. BENNETT and wife,
 MARY P. BENNETT
 GRANTOR(S)

BK 432 PG 779
 W.E. DAVIS CH. CLK.
 WARRANTY

TO

DEED

DANNA L. WATKINS, a
 Single Person
 GRANTEE(S)

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, We **SPENCER L. BENNETT and wife, MARY P. BENNETT** do hereby sell, convey, and warrant unto **DANNA L. WATKINS, a Single Person** the land and all appurtenances thereon lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot 1133, Section "F", GREENBROOK SUBDIVISION, located in Section 19, Township 1 South, Range 7 West, DeSoto County, Mississippi as per plat recorded in Plat Book 9, Pages 46-49 in the Chancery Clerk's Office of DeSoto County, Mississippi.

PARCEL NO. 1074-1907.0-01133.00

The above property is the same property conveyed to the Grantor herein by Warranty Deed of record in Book 164, Page 109 in the Chancery Clerk's Office of DeSoto County, Mississippi.

The warranty in this deed is subject to subdivision restrictions, building lines and easements as shown on the recorded plat, any covenants of record; rights of ways and easements for public roads and public utilities, to building, zoning, subdivision and health department regulations in effect for DeSoto County, Mississippi.

The above described lot is conveyed subject to the restrictive covenants shown on the recorded plat of subdivision and is further subject to the following covenants, limitation and restrictions which are to run with the land in the same manner and for the same time as the restrictions on the recorded plat of said subdivision.

1. Each owner, corporate or otherwise, of any interest in the above described lot, shall be a member of Lake Greenbrook Property Owners Association, a Mississippi non-profit corporation created for the purposes of maintaining the lake, dam site and other common property around Lake Greenbrook, which membership is subject to the By-Laws and other rules and regulations of the Association.

2. No inboard or outboard motorboat having in excess of six horsepower shall be allowed on the lake at any time. Each boat shall be plainly marked "LGB" next to 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, and the use of the lake shall be limited to the property owners and their guests.

3. No pier shall be constructed more than six feet in width and extended more than twelve feet into the lake from the shore line, except such piers as may be erected in the lake access areas by the Lake Greenbrook Property Owner's Association.

4. The property herein conveyed is subject to an assessment by the Lake Greenbrook Property Owners Association on an annual basis when same is assessed and thereafter for the same amount annually until changed by a majority of the total votes eligible to be cast by members of the Association with such amounts to be used only for

the maintenance of the lake, dam, dam site and other common areas. Said assessment shall be due and payable as the Board of Directors shall determine and if not so paid, shall bear interest at the rate of eight per cent per annum from due date until paid. Such assessment shall be a lien on the property so assessed and collectible by proper action at law or proceedings in Chancery for enforcement of such lien.

5. No structure except a pier shall be constructed closer than twenty-five feet from the water line of the lake.

6. No fence shall be erected more than six feet in height and closer than twenty-five feet from the water line of the lake.

7. The minimum ground floor area of one-story residences, exclusive of open porches, garages or carports, shall be 1,700 square feet and for two-story residences, a minimum ground floor area, exclusive of open porches, garages or carports, shall be 1,100 square feet.

No failure or neglect on the part of the Grantor or any member of Lake Greenbrook Property Owners Association to demand or insist upon the observance of any provisions, requirement, covenant, limitation, restriction or condition herein contained or referred to or to proceed for the restraint or violation 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 provisions, requirement, covenant, limitation, restriction, or condition may be enforced at any time notwithstanding violations thereof may have been suffered or permitted theretofore.

Taxes for the year 2002 have been prorated as of this date based on the previous year and are to be paid by the Grantee.

Possession is to be given on delivery of this Warranty Deed.

WITNESS our signature(s), this the 25th day of November, 2002.

Spencer L. Bennett
SPENCER L. BENNETT

Mary P. Bennett
MARY P. BENNETT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority at law, in and for the jurisdiction aforesaid, the within named SPENCER L. BENNETT and wife, MARY P. BENNETT who acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned, as their free act and deed, and for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of November,

Marilyn J. Crabb
Notary Public

My commission expires: MY COMMISSION EXPIRES SEPT 7, 2003

PROPERTY ADDRESS: VACANT PROPERTY

Grantors Address:
4201 Windermere Dr
Desot, Ms 38651
Res# 662-449-8890
Bus# 901-360-4930

Grantees Address:
6965 Fort Chase
Southaven, Ms 38671
Res# 662-349-8369
Bus# 662-323-2110

