

STATE MS.-DESOTO CO. FILE *he*

APR 16 11 22 AM '04

BK 469 PG 698
W.E. DAVIS CH. CLK.

KEVIN DEREK MCGEE AND WIFE,)
 VENESIA MCGEE)
 GRANTOR)
)
 TO) WARRANTY DEED
)
 MICHAEL J. ACCOLA)
 GRANTEE)

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, KEVIN DEREK MCGEE AND WIFE, VENESIA MCGEE, does hereby sell, convey and warrant unto MICHAEL J. ACCOLA, the following described property situated in the County of DeSoto, State of Mississippi, more particularly described as follows, to-wit:

A tract of land located in the Northwest 1/4 of Section 33, Township 3 South, Range 7 West, DeSoto County, Mississippi, being more particularly described as lots 6 and 7 of the Kevin McGee unrecorded 7 lot minor subdivision described as follows:

Beginning at the Northeast corner of the Northwest 1/4 of Section 33, Township 3 South, Range 7 West, DeSoto County, Mississippi, said point being identified by an iron stake with a steel tee post marker, said point being the Northeast corner of a 162.88 acre plot; thence South 00 degrees 51 minutes 15 seconds East a distance of 2790.15 feet, along the East line of the West Half of Section 33 and along a meandering partial fence line to a point in the centerline of Slocum Road, said point being identified by an offset 3/8" rebar with a steel tee post marker at North 00 degrees 51 minutes 15 seconds West a distance of 44.73 feet; Thence proceed Westerly along the centerline of Slocum Road for the following calls: South 89 degrees 26 minutes 41 seconds West a distance of 30.32 feet; North 87 degrees 14 minutes 17 seconds West a distance 1591.46 feet; thence North 88 degrees 39 minutes 33 seconds West a distance of 75.92 feet; thence South 89 degrees 56 minutes 37 seconds West a distance of 335.34 feet to the true Point of Beginning of the subject tract; thence continue along said centerline South 89 degrees 56 minutes 37 seconds West a distance of 600.20 feet to a point on the centerline and in the West line of Section 33; said point being identified by an offset 3/8" rebar with a steel tee post marker at North 01 degrees 06 minutes 59 seconds West a distance of 40.00 feet; thence North 01 degrees 06 minutes 59 seconds West along the West line Section 33 and along an old meandering partial fence line a distance of 2199.00 feet to a point in Grays Creek; thence along said creek the following calls; North 76 degrees 17 minutes 24 seconds east a distance of 110.03 feet; thence South 35 degrees 21 minutes 19 seconds East a distance of 875.72 feet; Thence leaving said creek South 01 degrees 06 minutes 59 seconds East a distance of 1510.14 feet to the Point of Beginning.

INDEXING INSTRUCTIONS: A tract of land located in the NW 1/4 of Section 33, Township 3 South, Range 7 West, DeSoto County, Mississippi.

The following Restrictive Covenants shall apply to the property described above.

1. The minimum area of any single story dwelling shall be no less than 2500 square feet heated, exclusive of open porches, carports and garages. One and a half or two story dwellings shall not be less than 1800 square feet heated on the first level exclusive of open porches, carports and garages.
2. All homes must be 60% brick construction. The Grantor will exercise complete architectural control for the protection of the investment of individual homeowners and developers. No building(s) will be started on any lot in the subdivision until the building plans, specifications and plot plan showing the location of such building(s) have been approved in writing by the Grantor, or duly appointed representative of said company. The Grantor will assess each building as to conformity and harmony with existing structures in the subdivision and as to location of the building(s) with respect to topography and finished ground elevation. House plans shall be submitted to Grantor, a minimum of fourteen (14) days prior to construction. A complete plot plan showing location of house, driveway and any outbuildings, etc. shall be along with house plans.
3. Openings of garages shall not be visible from the street, except for corner lots.
4. All driveways shall be either asphalt or concrete.
5. All lots shall be used for residential purposes only.
6. No trailer, mobile home, tent, shack, garage, barn or other structure of temporary nature is to be used as a residence at any time. No obnoxious or offensive activities shall be carried on upon any lot, or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. No shell type or modular type home will be permitted or erected in the subdivision.
8. Construction of new buildings only will be permitted. It being the intent of this covenant to prohibit the moving of any existing building(s) on to a lot and remodeling or converting same into a dwelling.
9. Any outbuildings, storage building, workshops, detached garages, barns, etc. must coordinate with the house and must be approved by the Grantor in the same manner of the original homes further in paragraph 2 above.
10. All dwellings or other structures on the lots must be in compliance with the requirements of the DeSoto County Planning Commission Regulations.
11. No vehicle 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 building to advertise the property during the construction and sale period.

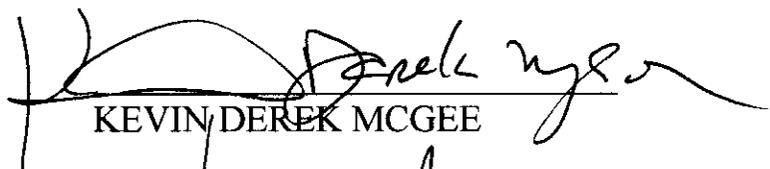
12. No satellite dishes or television antennas shall be installed where viewed from the road. No radio towers are to be constructed.
13. No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that of dogs, cats, ponies, horses and other pets may be kept provided they are not kept, bred or maintained for any commercial purposes. Appropriate buildings may be built for these pets. No hogs or goats are to be kept at any time.
14. Construction of any dwelling shall be completed within twelve (12) months from commencement of construction.
15. These covenants are to run with the land and shall be binding on all persons and all parties claiming under them.

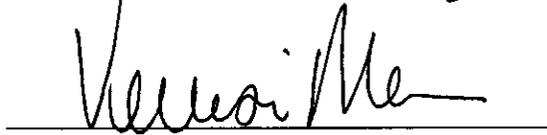
The warranty in this deed is subject to subdivision and zoning regulations in effect in DeSoto County, rights of ways and easements for public roads and public utilities and restrictive covenants and easements of record.

It is understood and agreed that the taxes for the year 2003 have been prorated as of this date on an estimated basis and when said taxes are actually determined, if the proration is incorrect then Grantor(s) agree to pay Grantee(s) or their assigns any deficiency and likewise Grantee(s) agree to pay Grantor(s) or their assigns any amount overpaid.

Possession is to be given with delivery of deed.

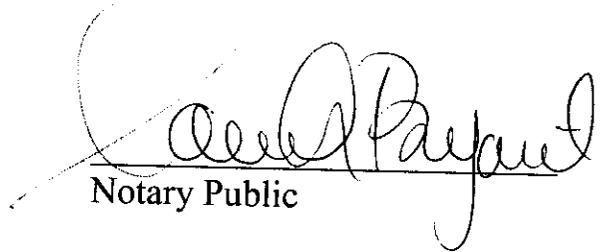
WITNESS MY SIGNATURE this the 12th day of April, 2004.


 KEVIN DEREK MCGEE


 VENESIA MCGEE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 12th day of April, 2004, within my jurisdiction, the within named KEVIN DEREK MCGEE AND VENESIA MCGEE, who acknowledged that they executed the above and foregoing instrument.


Notary Public

My Commission Expires:



Grantor's Address:
3773 Roman Forest Drive
Southaven, MS 38671
Work Phone #: 901-301-4178
Home Phone #: N/A

Grantee's Address:
9832 Chris Drive
Olive Branch, MS 38654
Work Phone #: N/A
Home Phone#: N/A

This instrument prepared by:
Eric L. Sappenfield, PLLC
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Southaven, MS 38671
662-349-3436