BK 0479 PG 0144

STATE MS.-DESOTO CO.

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BK 479 PG 144
CH. CLK.

Prepared By and After Recording Return to:
BRIDGFORTH & BUNTIN
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671
(662) 393-4450

04-957

STATE OF MISSISSIPPI

COUNTY OF DESOTO

SPECIAL WARRANTY DEED

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, **HERNANDO DESOTO HABITAT FOR HUMANITY, INC.**, a Mississippi corporation ("Grantor"), hereby sells, conveys and warrants specially unto **BETTY LEE DOWNS**, an adult resident citizens of Mississippi, ("Grantee"), the following described property lying and being situated in DeSoto County, Mississippi, to-wit:

SEE EXHIBIT "A"

This conveyance is subject to all valid and existing recorded rights-of-way, easements, covenants, restrictive covenants, plat restrictions, all prior severances and leases of oil, gas and minerals on, in and under said land, and Declaration of Covenants and Restrictions of Habitat/Walls Subdivision attached hereto as Exhibit "B"; and other matters of record and to ad valorem taxes for the year 2004, which shall be prorated between Grantor and Grantee and shall be paid by Grantor.

This conveyance is also subject to the terms and provisions of one or more Deeds of Trusts being executed by Grantee[s] simultaneously with the execution of this instrument with the Deeds of Trust being in favor of a trustee for the benefit of Grantor as beneficiary, with the Deeds of Trusts containing provisions, including but not limited to a Right of First Refusal and Agreement Concerning Sale. Cancellation of the Deeds of Trust shall be deemed a cancellation of the terms and provisions of the Deeds of Trust, including but not limited to a Right of First Refusal and Agreement Concerning Sale.

WITNESS THE SIGNATURE OF THE GRANTOR this the 4th day of August, 2004.

HERNANDO DESOTO HABITAT FOR HUMANITY, INC.

By: Lee Ashcraft

Lee Ashcraft
Co-Chairman/President

Agreed to by Grantee:

Betty Lee Downs

BETTY LEE DOWNS

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of August, 2004, within my jurisdiction, the within named Lee Ashcraft, who acknowledged that he is Co-Chairman/President of **HERNANDO DESOTO HABITAT FOR HUMANITY, INC.**, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

(SEAL)

LUAN F. JOHNSON NOTARY PUBLIC DESOTO COUNTY, MS MY COMMISSION EXPIRES AUG 19 2005

Luan F. Johnson
Notary Public

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of August, 2004, within my jurisdiction, the within named BETTY LEE DOWNS who acknowledged that she executed the above and foregoing instrument.

Luan F. Johnson
Notary Public

(S E A L)

LUAN F. JOHNSON NOTARY PUBLIC DESOTO COUNTY, MS
My Commission Expires Aug. 19 2005

GRANTOR'S ADDRESS:
P. O. Box 845
Hernando, Mississippi 38632
662-393-4450

GRANTEE[S] ADDRESS:
6700 East Railroad Avenue
Walls, Mississippi 38680
(Home) 662-781-3616
(Work) N/A

EXHIBIT "A"

Lot 1, Habitat/Walls Subdivision, situated in Section 33, Township 1 South, Range 9 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 86, Page 2, in the office of the Chancery Clerk of DeSoto County, Mississippi

EXHIBIT "B"

DECLARATION OF COVENANTS AND RESTRICTIONS FOR HABITAT/WALLS SUBDIVISION

This Declarations of Covenants and Restrictions for Habitat/Walls Subdivision is made this the 4th day of August, 2004 by Hernando DeSoto Habitat for Humanity, Inc. hereinafter "Declarant".

WHEREAS, Declarant is the developer of Habitat/Walls Subdivision, said plat appearing of record in Plat Book 86, Page 2 in the office of the Chancery Clerk of DeSoto County, Mississippi.

NOW, THEREFORE, Declarant declares that the lots of the subdivision shall be subject to the following restrictions, to-wit:

1. No lot shall be used except for residential purposes. No building 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.

2. All dwellings and other structures on the lots must be in compliance with the requirements of DeSoto County Planning Commission and its successors. All storage buildings must be built on a poured concrete slab or be approved by Declarant or Architectural committee.

3. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. No business of any kind shall be carried on upon any lot or any building on any lot. All lots and houses are to be for residential use only.

4. No structure of a temporary character, such as a trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot temporary or permanently. No garage apartments will be allowed.

5. 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.

6. 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 the storage or disposal of such material shall be kept in a clean and sanitary condition.

6. No junked or wrecked cars, inoperable cars or cars without current license plate shall be parked on any lot.

7. All lots and structures shall be maintained in a clean, orderly and good condition, including the yards and landscapes, free from rubbish, debris or other wastes.

8. All gardens must be planted to the rear of any main residence with only landscape materials such as trees, shrubs, and plants allowed in front of the main residence.

9. No vehicles, including but not limited to, junk cars, recreational vehicles, camping trailers, house trailers, produce trailers, boats or any other accessory trailers can be parked or stored on any lot unless same is in the garage, barn or other outbuilding, or to the rear of the main residence and not visible from any public street or road. No tractor-trailer can be parked on any lot or on the street, and no trailer without a tractor can be parked on any lot or on the street.

10. No animals, livestock or poultry of any kind shall be kept, bred, or raised on any lot for commercial purposes. If animals, (except hogs, cattle, goats, or poultry) are kept as pets, the proper fencing and shelter must be provided.

11. Until such time as Developer or his successor and/or assigns ceases to own a lot within the subdivision the Developer and/or his successor and assigns shall have the right to approve or disapprove all plans for structures that will be built in the subdivision. After the last lot is sold or prior thereto if desired by the Developer and/or his successors or assigns, said responsibility may be delegated to any Homeowner's Association. All plans must be approved in writing within thirty (30) days from the date the plans are submitted. If the lot owner whose plans are to be approved doesn't receive written approval or disapproval within said thirty (30) day period the plans shall be deemed to be approved and the lot owner may proceed with construction.

WITNESS my signature this the 4th day of August, 2004.

HERNANDO DESOTO HABITAT FOR HUMANITY, INC.

By: Lee Ashcraft

Lee Ashcraft, Co-chairman/President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said county and state on this 4 day of August, 2004, within my jurisdiction, the within named Lee Ashcraft, who acknowledged that he is the Co-chairman/President of Hernando DeSoto Habitat For Humanity, Inc. and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

Luan F. Johnson

Notary Public

(SEAL)

LUAN F JOHNSON NOTARY PUBLIC DESOTO COUNTY, MS My Commission Expires Aug 19 2005

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LEGAL DESCRIPTION

Lots 1, 2, 3, 4, Habitat/Walls Subdivision, situated in Section 33, Township 1 South, Range 9 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 86, Page 2, in the office of the Chancery Clerk of DeSoto County, Mississippi