Rerecord to add additional exceptions

3/12/07 9:45:58
BK 553 PG 495
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

1/0/07 9:25:56
BK 548 PG 154
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

CORPORATE FORM

WARRANTY DEED

THIS INDENTURE, made and entered into this **29th** day of **December, 2006**, by and between **J. Sweeney Homes, LLC, a Tennessee Limited Liability Co.**, party of the first part, and **Charles G Nevels, unmarried and Carlyse Peete, unmarried, joint tenants with full rights of survivorship and not as tenants in common**, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the City of **Olive Branch,** County of **DeSoto,** State of **Mississippi.**

Lot 44, Section A, Laurelbrook Subdivision, formerly known as Fox Creek East Subdivision, Section 29, Township 1 South, Range 5 West, as shown on plat of record in Plat Book 96, Page 37, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Being part of the same property conveyed to Grantor(s) herein as shown in Warranty Deed of record in Book 535, Page 726 in said Chancery Clerk's Office.

Parcel #: Part of 1059-2900-0-00003.00

TO HAVE AND TO HOLD the aforesaid real estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he/she is lawfully seized in fee of the aforedescribed real estate; that he/she has good right to sell and convey the same; that the same is unencumbered, EXCEPT for:
Subdivision restrictions, building lines and easements of record, and any subsequent years taxes not yet due and payable

PROTECTIVE RESTRICTIOS AND COVENANTS

All lots in this subdivision shall be known and described as residential lots and no structure shall be erected on any lot other than one single-family residence and not more than one detached outbuilding; which must be of same architectural design of the house.

Building setback lines shall be left to the discretion of the Office of Construction Code Enforcement and the interpretation of the Desoto County Zoning Ordinance and Subdivision Regulations.

The minimum heated floor area of any single family dwelling exclusive of open porches, carports, and garages shall be not less than 1,800 square feet in the case of a one story dwelling and not less than 2,000 square feet in the case of a one and one half or two story residence.

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No office for retail or wholesale business is to be operated out of the home.

So. Trust Title Fd

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No recreational vehicle, boat, or any type of trailer may be parked or stored on any lot unless same is in a garage or completely out of view from any and all streets. All passenger automobiles shall be parked either on the driveway or in the garage or carport. No tractor or trailer may be parked on any lot or on the street in front of any lot.

No motor vehicle or any other vehicle, including but not limited to a boat, motor and boat trailer, lawn mower, tractor, etc. may be stored on any lot for the purpose of repair of same; no A-frame or motor mount may be placed on any lot nor shall any disabled or inoperable vehicle be stored on any lot.

Basketball goals shall be limited to the driveway area only. No basketball goals shall be placed in the street and must be behind the front setback.

All fences are to be of wood, brick or ornamental iron material or combination thereof. No chain link fences shall be erected unless located within an area surrounded by a wood or brick fence of greater height so as to not be visible from outside the fenced area. No fence may be constructed closer to the street than the building setback line.

Any required landscape screen (including but not limited to earthen berms, embankments, fencing, and plant material) and any permanent subdivision entrance treatments shall remain in place and shall not be removed. The maintenance of any required landscape screen and/or permanent entrance treatments shall be the responsibility of the owner of the lot on which the landscape screen and/or entrance treatment is located. Each lot owner shall be responsible for the maintenance of that portion of the landscape screen and/or entrance treatment that is located on his or her lot. The HOA will be responsible for all amenities and entrance monumentation.

Any new construction after original home is closed requires HOA Approval.

Only one driveway shall be allowed per residence. The driveway must be concrete material.

Until the final sell of one hundred percent of the lots in the subdivision; the builder has all rights to change and/or modify or delete these covenants, in his sole discretion. Futhermore, Builder reserves the right to form a Home Owners Association any time prior to the sell of one hundred percent of said lots.

These covenants, limitations, and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

If the parties hereto or any of them or their heirs or assigns shall violate any of the limitations and restrictions herein, it shall be lawful for any other person or persons concerning any other lot in said subdivision to prosecute any proceedings of law or in equity. The prevailing party shall be entitled to collect all cost of litigation, including but not limited to attorney fees. ,

and that the title and quiet possession thereto he/she warrants and forever defends against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

Bk 553 Pg 497

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

J. Sweeney Homes, LLC

Charles G Wardlow, II, Assistant Secretary

STATE OF TENNESSEE, COUNTY OF SHELBY

Before me, the undersigned, Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Charles G Wardlow, II** with whom I am personally acquainted, (or proven to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be **Assistant Secretary** (or other officer authorized to execute the instrument) of **J. Sweeney Homes, LLC**, the within named bargainor, a Tennessee Limited Liability Company, and that he as such **Assistant Secretary**, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as **Assistant Secretary**.

WITNESS my hand and Notarial Seal at office this **29th** day of **December, 2006**.

JACLYN VITORIA
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY, TN

Notary Public

My commission expires:

****

My Comm. Exp. 12-22-09

Property address: **13247 Baskins Cove W**
Olive Branch, Mississippi 38654

Grantor's address	**1000 Brookfield, Suite 200 Memphis, Tennessee 38119**	Grantee's address	**13247 Baskins Cove W Olive Branch, Mississippi 38654**
Phone No.:	**(901) 474-1212**	Phone No.:	**(662) 895-0934**
Phone No.:	**N/A**	Phone No.:	**(901) 362-3622**

Mail tax bills to, (Person or Agency responsible for payment of taxes)
Charles G Nevels and Carlyse Peete
13247 Baskins Cove W
Olive Branch, MS 38654

This instrument prepared by:
Southern Trust Title Company
6465 Quail Hollow, Suite #401
Memphis, TN 38120
(901) 751-7955

File No.: **1419957**

Return to: **Southern Trust Title Company**
6465 Quail Hollow, Suite #401
Memphis, TN 38120

(FOR RECORDING DATA ONLY)