

File # 2009 111178 SPACE ABOVE THIS LINE FOR RECORDING PURPOSES ONLY

Prepared By and Return to:
Barry W. Bridgforth, Jr. MSB#9797
5293 Getwell Road
Southaven, Mississippi 38672
(662) 393-4450

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 ROXANNE ROBINSON, an adult resident citizen 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, all prior severances and leases of oil, gas and minerals on, in and

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under said land, 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 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.

This conveyance is also subject to Declaration of Covenants and Restrictions attached hereto as Exhibit "B".

WITNESS THE SIGNATURE OF THE GRANTOR this the 19th day of November, 2009.

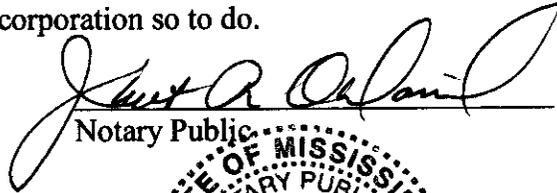
**HERNANDO DESOTO HABITAT FOR
HUMANITY, INC.**

By: Marcus Manning
Marcus Manning - President

Roxanne Robinson
ROXANNE ROBINSON

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19th day of November, 2009, within my jurisdiction, the within named Marcus Manning, who acknowledged that he is 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.


Notary Public

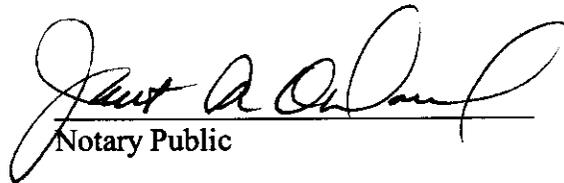
(S E A L)

My Commission Expires: _____



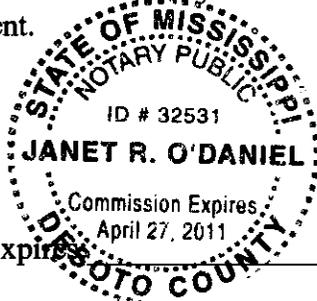
STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19th day of November, 2009, within my jurisdiction, the within named ROXANNE ROBINSON, who acknowledged that she executed the above and foregoing instrument.


Notary Public

(S E A L)

My Commission Expires: _____



GRANTOR'S ADDRESS: P. O. Box 845
Hernando, Mississippi 38632

TELEPHONE NUMBER: 662-393-4450

GRANTEE'S ADDRESS: 3417 Shadow Oaks Parkway
Horn Lake, Mississippi 38637

TELEPHONE NUMBER: Work: 662-393-4450
Home: N/A

EXHIBIT "A"

Lot 2345D, Section F, Final Plat of the 1st Revision Division of Lot 2345, DeSoto Village, situated in Section 33, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 108, Page 49, in the office of the Chancery Clerk of DeSoto County, Mississippi

EXHIBIT "B"

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions is made November 19, 2009
by Hernando DeSoto Habitat for Humanity, Inc. hereinafter "Declarant".

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 purpose. 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 the 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.

- 7. No junked or wrecked cars, inoperable cars or cars without current license plate shall be parked on any lot.
- 8. All lots structures shall be maintained in a clean, orderly and good condition, including the yards and landscapes, free from rubbish, debris or other wastes.
- 9. All gardens much be planted to the rear of any main residence with only landscape materials such as trees, shrubs, and plants allowed in from of the main residence.
- 10. No vehicles, including but nor 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.
- 11. 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 much be provided.
- 12. This conveyance is subject to the Agreement to Partner by and between Grantor and Grantee.

WITNESS my signature this the 19th day of November, 2009.

HERNANDO DESOTO HABITAT FOR HUMANITY, INC.

By: Marcus Manning
Marcus Manning - President

Roxanne Robinson
ROXANNE ROBINSON