

STATE OF MISSISSIPPI
 COUNTY OF PEARL RIVER

516 fo Rest for 683/647

Section 3, Township 6 South, Range 16 West, NW 1/4, NW 1/4, Pearl River County

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 of which is hereby acknowledged and confessed, PERFECT PROPERTIES INC., does hereby grant, bargain, sell, convey and warrant unto R. Jonathan Pearson and Lisa A. Pearson, the following described property lying and being situated in Pearl River County, Mississippi, to-wit:

LEGAL DESCRIPTION OF LOT 27-A Audubon Estates Subdivision:

Commence at the NW corner of Section 3, Township 6 South, Range 16 West in Pearl River County, Mississippi; thence South 89 Degrees 30 Minutes 22 Seconds East along the North boundary of the NW 1/4 of the NW 1/4 of said Section 3, a distance of 430.8 feet to a point and the true POINT OF BEGINNING; thence South 04 Degrees 31 Minutes 40 Seconds East, a distance of 234.3 feet to a point; thence South 27 Degrees 30 Minutes 45 Seconds East, a distance of 102.6 feet to a point; thence South 30 Degrees 41 Minutes 24 Seconds East, a distance of 214.9 feet to a point located in the center of Arbor Lane; thence around a curve along the center of said Arbor Lane, to the left through an arc distance of 27.3 feet, a radius of 105.5 feet, and a chord bearing of North 66 Degrees 20 Minutes 35 Seconds East, with a distance of 27.2 feet to a point; thence North 58 Degrees 55 Minutes 48 Seconds East along the center of said Arbor Lane, a distance of 43.5 feet to a point; thence North 10 Degrees 28 Minutes 27 Seconds West, a distance of 482.8 feet to a point located on the North Boundary of the NW 1/4 of the NW 1/4 of said Section 3; thence North 89 Degrees 30 Minutes 22 Seconds West, a distance of 150.0 feet to the POINT OF BEGINNING. The property contains 1.63 acres, more or less, and is located in the NW 1/4 of the NW 1/4 of said Section 3. The property is subject to a 25 foot road right-of-way and a 10 foot utility easement along the Southern margin of the Property.

Grantor reserves unto itself and conveys unto Grantees a non-exclusive, perpetual right-of-way for access and utility purposes being 50 feet in width:

DESCRIPTION OF AUDUBON PLACE ROAD: Commence at the NW corner of Section 3, Township 6 South, Range 16 West, Pearl River County, Mississippi; thence South 89 Degrees 37 Minutes East, a distance of 1352.3 feet to a point; thence South 00 Degrees 01 Minutes West, a distance of 25.0 feet to center of Audubon Place road for the point of beginning; thence North 89 Degrees 37 Minutes West, a distance of 151.0 feet to a point; thence around a curve to the left through a central angle of 74 Degrees 28 Minutes an arc distance of 171.0 feet, a radius of 131.6 feet and a chord bearing of South 53 Degrees 09 Minutes West with a distance of 159.2 feet to a point; thence South 15 Degrees 55 Minutes West, a distance of 492.2 feet to a point; thence around a curve to the left through a central angle of 20 Degrees 20 Minutes an arc distance of 197.9 feet, a radius of 557.7 feet and a chord bearing of South 05 Degrees 45 Minutes West with a distance of 196.9 feet to a point; thence South 04 Degrees 24 Minutes East, a distance of 62.4 feet to a point; thence around a curve to the right through a central angle of 43 Degrees 53 Minutes an arc distance of 95.1 feet, a radius of 124.1 feet and a chord bearing of South 17 Degrees 31 Seconds West with a distance of 92.8 feet to a point; thence South 39 Degrees 28 Minutes West, a distance of 59.0 feet to a point; thence around a curve to the right through a central angle of 50 Degrees 30 Minutes an arc distance of 93.4 feet, a radius of 106.0 feet and a chord bearing of South 64 Degrees 44 Minutes West with a distance of 90.4 feet to a point; thence South 89 Degrees 58 Minutes West, a distance of 604.0 feet to a point located in the center of a cul-de-sac which has a radius of 50 feet. The right-of-way extends 25 feet to the left and 25 feet to the right of the above described centerline.

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DESCRIPTION OF ARBOR LANE ROAD: Commence at the NW corner of Section 3, Township 6 South, Range 16 West, Pearl River County, Mississippi; Thence South 89 Degrees 37 Minutes East, a distance of 1352.3 feet to a point; Thence South 00 Degrees 01 Minutes West, a distance of 25.0 feet to a point; Thence North 89 Degrees 37 Minutes West, a distance 151.0 feet to a point; Thence around a curve to the left through a central angle of 74 Degrees 28 Minutes, an arc distance of 171.0 feet, a radius of 131.6 feet and a chord bearing of South 53 Degrees 09 Minutes West with a distance of 159.2 feet to a point; Thence South 15 Degrees 55 Minutes West, a distance of 386.9 feet to the centerline of Arbor Lane road for the point of beginning; Thence North 74 Degrees 04 Minutes West, a distance of 188.0 feet to a point; Thence around a curve to the left through a central angle of 47 Degrees 00 Minutes, an arc distance of 94.3 feet, a radius of 115.0 feet, and a chord bearing of South 82 Degrees 25 Minutes West with a distance of 91.7 feet to a point; Thence South 58 Degrees 55 Minutes West, a distance of 75.5 feet to a point; Thence around a curve to the right through a central angle of 51 Degrees 00 Minutes, an arc distance of 93.3 feet, a radius of 104.8 feet and a chord bearing of South 84 Degrees 25 Minutes West with a distance of 90.3 feet to a point; Thence 70 Degrees 05 Minutes West, a distance of 378.0 feet to a point located in the center of a cul-de-sac for the point of terminus of Arbor Lane Road. The road right-of-way extends 25 feet to the right and 25 feet to the left of the above described centerline.

SUBJECT to any and all prior reservation and/or conveyances of the oil, gas, and minerals in, on, or under the above described land.

SUBJECT to any valid existing oil, gas, or mineral leases of record.

SUBJECT to any and all rights-of-way and/or easements for public roads and/or public utilities located on, over, and across the above described land as shown by the Land and Dead Records on file in the office of the chancery clerk of Pearl River County, Mississippi.

The above described property is no part of the Grantor's homestead.

This conveyance is subject to the following "Protective Covenants":

COVENANTS FOR AUDUBON ESTATES

1. The above described land and all parcels in Audubon Estates are intended to be for single family residence purposes, and no more than one residence shall be built on a parcel.
2. The above described property shall not be subdivided by purchasers, their heirs, successors and assigns.
3. All residences constructed on any parcel of the above described property shall be fully finished dwellings of generally accepted building materials and constructed according to conventional methods of construction, using conventional materials, and completed within six (6) months of the commencement of construction.
4. No timber may be cut without written permission of Perfect Properties Inc., or either assigns, until Deed of Trust securing purchase price is paid and is totally satisfied. Any and all oak trees located on the above described property shall not be cut or removed from said premises and that these oaks may be altered or trimmed only so as to maintain the health and esthetic value of said trees.
5. The above described property is intended for residential use only and no parcel shall be used in whole or in part for any commercial or industrial purposes. No noxious or offensive activity shall be carried on upon any parcel which may be or become an annoyance or nuisance to the neighborhood, nor shall any other parcel be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner or occupant or occupants of any other parcel. All parts of all parcels shall be maintained in a sanitary and neat condition free from rubbish, junk, wrecked or disabled vehicles, trash, debris, used or unusable tools and equipment or other unsightly or unsanitary material.
6. No used building of any kind may be moved onto any parcel in Audubon

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No residential built-in-place structure shall be permitted upon any parcel, the heated floor area of which, exclusive of basements, porches, and garages, is less than 1,400 square feet. No building shall be located closer than fifty (50) feet from the edge line of any road nor nearer than twenty-five (25) feet to any side or rear parcel line. All buildings or structures must conform to all requirements of all applicable zoning, housing, plumbing, electrical and health laws, rules and regulations must be in conformity with any other applicable requirements of all State, County or local authorities. No mobile homes shall be located on the above described land at any time.

7. No travel trailer, basement, tent, shack, garage, barn or other out-building shall be used as a residence. If placed upon any parcel of the above described property, any of the above must be placed to the rear of the house and may not be placed at all without a house present. Any separate structures, such as equipment sheds, animal shelters, greenhouses, outbuildings, or storage buildings must be placed to the rear of the dwellings.
8. Any culverts required for purchaser to attain access to his parcel must be installed at purchaser's expense and sized as required by the Pearl River County engineer.
9. There is no obligation on Perfect Properties Inc. for maintenance of any roads situated on the above property. It is hereby further agreed that the said Perfect Properties Inc. shall not be responsible for the maintenance of any utilities, water system or installation or maintenance of any sewerage disposal system to the above described property.
10. No farm animals or fowl, such as horses, goats, hogs, chickens, cattle, etc. may be kept for any purpose on any parcel.
11. These covenants shall be binding on and cannot be removed from the described land for a period of ten (10) years from the date hereof after which time they will continue in full force and effect until revoked by unanimous agreement of the then owners of the property.
12. Enforcement shall be by action at law or in equity against any person or persons violating or attempting to violate any of these covenants. The party bringing the action or suit shall be entitled to recover, in addition to costs and disbursements allowed by law, and in the event that he is the prevailing party, such sums as the court may adjudge to be reasonable for the services of his attorneys.
13. Invalidation of any one of these covenants by judgement or court order in no way shall affect any of the other provisions, which shall remain in full force and effect, nor shall failure to enforce any of the restrictions or limitations contained herein be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof.
14. No fences shall be installed beyond the front of the residence on any parcels.
15. No dog kennels are permitted on any part of this property.
16. No right-of-ways, easements, or servitudes may be granted for any reason without the express "written permission" of the Developer, its successors and assigns.

WITNESS my signature on this, the 22 day of OCTober, 1997

PERFECT PROPERTIES INC.

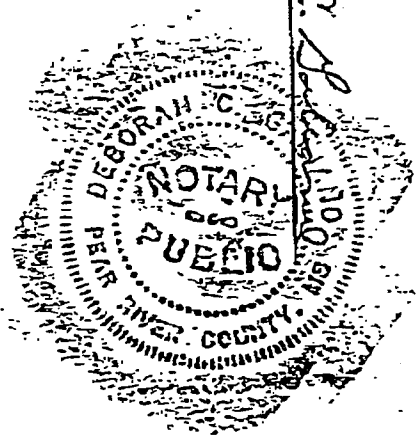
BY:

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STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22 day of October, 1997, within my jurisdiction, the within named R. Jonathan Pearson, that he is Sec. Treas. of Perfect Properties 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.

Robert C. Heald
(NOTARY PUBLIC)



My Commission Expires:

~~Notary Public State of Mississippi At Large
My Commission Expires November 29-2000
BONDED THRU HEIDEN-MARCHETTI, INC.~~

Grantor:
Perfect Properties Inc.
709 Hwy 43 South
Picayune, MS 39466
(601) 798-3515

Grantee:
R. Jonathan Pearson
709 Hwy 43 South
Picayune, MS 39466
798-3515

Return to
Document prepared by:
Pearson Real Estate Services Inc.
709 Hwy 43 South
Picayune, MS 39466
601-798-3515



PEARL RIVER COUNTY, I hereby certify the foregoing instrument was filed for record in STATE OF MISSISSIPPI, my office on the 27 day of October, 1997 at 8:37 o'clock P.M. and that the same is now duly recorded in Deed Record No. 683 on page 615 of Record of Land.
Given under my hand and Seal of office this 27 day of October, 1997

D. R. Davis
Chancery Clerk