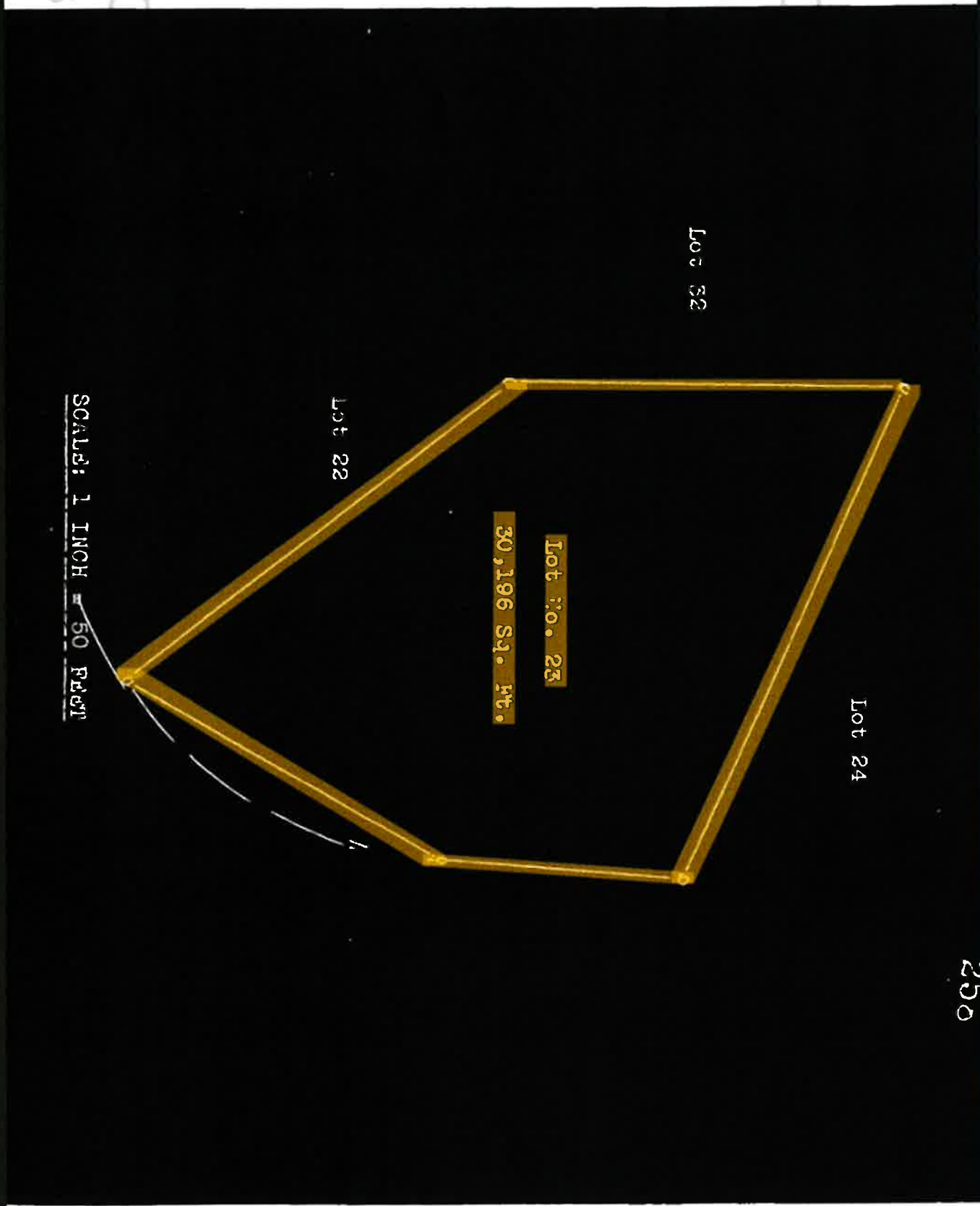




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CHARLES W. HOTT
and MARY LOU HOTT,
his wife

THIS DEED, made this 15th day of August,
2008, by and between Charles W. Hott and
Mary Lou Hott, his wife, grantors and
parties of the first part, and Linda D.

TO: DEED

LINDA D. CARR

Carr, grantee and party of the second part,

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration deemed valid in law, receipt whereof being hereby acknowledged, the said parties of the first part do, by these presents, grant and convey unto the said party of the second part, with covenants of General Warranty of Title, all those two certain lots or parcels of real estate designated as **Lot 22 and Lot 23 of the Sunrise Summit Subdivision** situate on Ebenezer Mountain, approximately three miles east of the town of Romney in Sherman District, Hampshire County, West Virginia, and more particularly bounded and described as follows:

Lot 22 - BEGINNING at an iron pin in the eastern line of Hannas' Road and a corner to Lot No. 32; thence with the line of Lot No. 32, N. 73 40 E., 130 feet to an iron pin, corner to Lot No. 23; thence with the line of Lot No. 23, S. 43 21 E. 170.18 feet to an iron pin in the northern line of a 25-foot right of way or roadway; thence with the line of said roadway S. 56 28 30 W., 50 feet to an iron pin; thence continuing with said right of way S. 65 32 20 W., 151.15 feet to an iron pin the line of Hannas Road; thence with said road N. 17 11 30 W., 118.3 feet to an iron pin; thence continuing with said road N. 21 50 W., 54.63 feet to an iron pin; thence continuing with said road N. 26 20 W., 15.2 feet to the BEGINNING, containing 28,746 square feet. There is a plat of said Lot 22 of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book 196 at Page 397, and the same is incorporated herein and made a part hereof as if it appeared textually verbatim herein.

Lot 23 - BEGINNING at an iron pin, a corner to Lot No. 32 and Lot No. 24; thence with the line of Lot No. 24, S. 71 13 E., 189 feet to an iron pin in the line of a right of way or roadway; thence with the line of said roadway S. 00 54 30 E., 82.6 feet to an iron pin; thence S. 23 12 30 W., 129.25 feet to an iron pin in the line of said roadway and a corner to Lot No. 22; thence with the line of Lot No. 22 N. 43 21 W., 170.18 feet to an iron pin in the line of Lot No. 32; thence with the line of said Lot No. 32, N. 5 08 W., 139.2 feet to the BEGINNING, containing 30,196 square feet. There is a plat of said Lot 23 of record in the aforesaid Clerk's Office in Deed Book 195 at Page 258, and the same is incorporated herein and

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aforesaid Clerk's Office in Deed Book 292 at Page 407.

And Lot 23 being the same real estate which was conveyed unto Charles W. Hott and Mary Lou Hott, his wife, by deed of Afton R. Malick and Georgia P. Malick, his wife, and Adrian L. Malick, single, dated March 15, 1972, of record in the aforesaid Clerk's Office in Deed Book 195 at Page 254.

This conveyance is subject to the following terms, stipulations, covenants and conditions which shall be binding upon the grantee herein, her heirs and assigns, and shall henceforth be considered covenants henceforth run with this land:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any other lot than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
2. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 15 feet to any side street line, except that on all lots abutting state roads, and no building shall be located nearer than 30 and 15 feet, respectively, to the street property lines of said streets; for the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used

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advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste 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.
8. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of West Virginia Department of Health. Approval of such system as installed shall be obtained from such authority.
9. Easements for installations and maintenance of utilities and drainage facilities are reserved over or under the front side or rear eight feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Although the real estate taxes may be prorated between the parties as of the day of closing for the current tax year, the grantee agrees to assume and be solely responsible for the real estate taxes beginning with

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easements, timbers, waters, minerals and mineral rights, and all other appurtenances thereunto belonging, in fee simple forever.

We hereby certify, under penalties as prescribed by law, that the actual consideration paid for the real estate conveyed by the foregoing and attached deed is \$179,900.00. And the grantors affirm that they are exempt from the tax withholding requirements of WV Code § 11-21-71b, for the following reason: Transferors are residents of the State of West Virginia.

WITNESS the following signatures and seals:

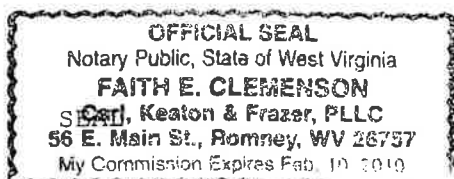
Charles W. Hott (SEAL)
Charles W. Hott

Mary Lou Hott (SEAL)
Mary Lou Hott

STATE OF WEST VIRGINIA,
COUNTY OF HAMPSHIRE, TO WIT:

I, Faith E. Clemenson, a Notary Public in and for the county and state aforesaid, do hereby certify that Charles W. Hott and Mary Lou Hott, his wife, whose names are signed and affixed to the foregoing deed dated the 15th day of August, 2008, have each this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 15th day of August, 2008.



Faith E. Clemenson
Notary Public