

Dec 8-15-12

CARL KEATON, FRAZER & MILLESON, PLLC

BOOK 508 PAGE 274

ROBERT W. DAUGHERTY

THIS DEED, Made this 7th day of August,

TO: DEED

2012, by and between Robert W.

Daugherty, grantor, party of the first

HARVEY C. DAUGHERTY

part, and Harvey C. Daugherty and

and

ROBERT S. DAUGHERTY

Robert S. Daugherty, grantees, parties

of the second part,

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt whereof being hereby acknowledged, and other good and valuable consideration being valid at law, the said party of the first part does, by these presents, grant and convey unto the said parties of the second part, as Tenants in Common, and with Covenants of General Warranty of Title, and to be free and clear of all liens and encumbrances, all of his right, title, and interest, that being a full one-half undivided interest, in and to all those two certain lots or parcels of real estate, together with the building and improvements thereon, situate, lying, and being situate in the Town of Romney, Romney District, Hampshire County, West Virginia, and being parts of **Lot Nos. Seventeen (17) and Eighteen (18) of the Carl P. Long and Sons Subdivision**, a plat of which Subdivision is duly recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Map Book No. 1, at page 18, and which real estate herein conveyed is more particularly described as follows:

Beginning at a steel peg in the Northern boundary line of Armstrong street, being 164 feet Southeast from the N. E. Corner of the intersection of Armstrong Street and Grafton Street Extended, which point is marked by a permanent concrete marker, thence with the boundary line of Armstrong Street S. 63 51 E. 70 feet, being a frontage of 16 feet of Lot No. 18 and 54 feet of Lot No. 17 (to a steel peg) thence crossing Lot No. 17 N. 26 39 E. 110 feet to a steel peg in line of Lot No. 34, thence N. 63 51 W. 70 feet to a steel peg in line of Lot No. 33; thence crossing Lot No. 18 S. 26 39 W. 110 feet to the beginning, which lot herein conveyed consists of a strip 16 feet wide of the Eastern side of Lot No. 18 and 54 feet of Lot No. 17 adjacent thereto.

Said real estate is designated on the 2011 Hampshire County Land Books as being Tax Map 2, parcel 37.

And being all of the grantor's interest in and to all that real estate which was conveyed unto Robert W. Daugherty and Nellie Pitts Daugherty, by deed of Carol P. Long, et ux, dated April 27, 1953, and which said Deed is of record in the Office of the Clerk of the County

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ATTORNEYS AT LAW
56 E. MAIN STREET
ROMNEY, WV 26757

Commission of Hampshire County, West Virginia, in Deed Book No. 125, at page 405.

The real estate herein conveyed is subject to the following express conditions and covenants, all of which are hereby declared to run with the land hereby conveyed, and to each and every covenant the said parties of the second part have for themselves, their heirs and assigns, hereby consented and covenanted to observe and keep, that is to say:

1. All of the lots in the tract and plat, except those bordering and fronting on West Virginia Route 28, shall be known and described as residential lots and subject to the protective covenants herein contained. No structure shall be erected, altered, placed or permitted to remain on any residential building lot or plot other than one detached dwelling and a private garage for not more than two cars.
2. No building shall be erected, placed or altered on any building lot or plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing by a majority of a committee composed of Carl P. Long and his Sons, namely, Edward L. Long and C. Raymond Long, or their authorized representative, for conformity and harmony of exterior design with existing structures in the subdivision and as to location of the building with respect to set back and side yard lines. In case of the death of any member or members of said Committee, the surviving members shall have authority to approve or disapprove such design or location. Said committee shall act and serve until 50% of the lots subject to these protective covenants have been sold and conveyed by the said Carl P. Long, at which time the then record owners of a majority of the lots living in said subdivision, may elect and designate by majority vote a three person committee, which committee shall be duly recorded among the land records, who shall thereafter have all the powers subject to the same limitations as were previously delegated herein to the aforesaid committee. If the committee or their authorized representative fails to approve or disapprove such design and location within thirty days after plans have been submitted to it, or if no suit to enjoin the erection of such building or the making

of such alterations has been commenced prior to the completion thereof, such approval will not be required.

3. No building, excluding porches, shall be located on any lot, subject to these protective covenants, nearer than 34 feet to the front line of Valley Street nor nearer than 30 feet to the front line of Armstrong Street.
4. No building except a garage, shall be located nearer than 3 feet to any side lot line, with a total side yard clearance of not less than 10 feet.
5. No residential structure shall be erected or placed on any building plot, which plot has an acreage of less than 4,000 square feet.
6. No noxious or offensive trade or activity will be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. No trailer or any structure of a temporary make shall be used as a residence.
8. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them, until January 1, 1974, at which time the said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots residing in said subdivision, it is agreed to change the said covenants, in whole, or in part.
9. Invalidation of any one of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The provisions of these protective covenants shall not apply to the following lots in said subdivision: Those bordering on State Route #28, and Lot Nos. 9, 10, 11, 12, 13, 14, 22, 27 and 47.

The grantees by accepting and recording this deed, expressly consent and agree to the protective covenants herein contained.

There is also conveyed unto the grantee by this deed the right to use the streets and alleys shown and laid off in the Plat of said Addition hereinbefore mentioned, along with the other lot owners of said Carl P. Long Subdivision.

The grantees agree to assume and be solely responsible for the real estate taxes beginning with the calendar year 2013, although same may still be assessed in the name of the grantor.

TO HAVE AND TO HOLD the aforesaid interest in real estate unto the said grantees as Tenants in Common, together with all rights, ways, buildings, houses, improvements, easements, timbers, waters, minerals and mineral rights, and all other appurtenances thereunto belonging, in fee simple forever.

I hereby certify, under penalties as prescribed by law, that the actual consideration paid for the interest in real estate conveyed by the foregoing and attached deed is \$10.00, as this conveyance is a gift from father to sons with no further consideration deemed necessary. The grantor further affirms that he is a resident of the State of West Virginia and is therefore exempt from the tax withholding requirements of WV Code § 11-21-71b.

WITNESS the following signature and seal:

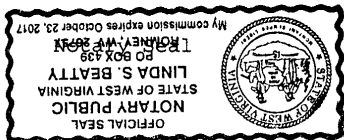
Robert W. Daugherty
Robert W. Daugherty

STATE OF West Virginia
COUNTY OF Hampshire, TO WIT:

I, Linda S. Beatty, a Notary Public, in and for the county and state aforesaid, do hereby certify that Robert W. Daugherty, whose name is signed and affixed to the foregoing deed dated the 7th day of August, 2012, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 8th day of August, 2012.

Linda S. Beatty
Notary Public



This instrument was prepared by H. Charles Carl, III, Attorney at Law, 56 East Main Street, Romney, West Virginia, without benefit of a title examination.
S:\Janie\DEEDS\D\DaughertyHarveyandRobertfromfather.OneHalfInterest.2012.wpd

CA. KEATON,
TRAZER,
& MILLESON,
PLLC
ATTORNEYS AT LAW
56 E. MAIN STREET
ROMNEY, WV 26757

State of West Virginia
Hampshire County Commission Clerk's Office
8-9-12 11:32 AM
The foregoing Instrument, together with the certificate of its acknowledgement, was this day presented in said office and admitted to record.

Teste: Eric W. Stute Clerk

FILED
HAMPshire COUNTY 11-30-12 PM
INSTRUMENT NO 142196
DATE RECORDED 08/09/2012
RECORDING TYPE DEED
PAGE RECORDED 4
BOOK PAGE 508-274
RECORDING FEE \$11.00
ADDITIONAL \$0.00