

Mailed Brian Nester 9-21-93
P.O. Box 606
Augusta WV

54274

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WILLIAM BOXALL, SINGLE

THIS DEED, Made and entered

TO: DEED

into this 7th day of

September, 1993, by and

BRIAN W. NESTER AND
DONNA K. NESTER, HIS WIFE

between William Boxall,

single, Grantor and Party of the First Part and Brian W. Nester and Donna K. Nester, his wife, as joint tenants with rights of survivorship and not tenants in common, Grantees and Parties 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, the receipt of all of which is hereby acknowledged, the said Grantor and Party of the First Part do hereby grant and convey with covenants of General Warranty of title, and to be free and clear of all liens and encumbrances, unto Brian W. Nester and Donna K. Nester, his wife, as joint tenants with rights of survivorship and not as tenants in common, all that certain tract or parcel of real estate together with the improvements thereon, and all rights, rights of way, easements, waters, minerals, oil and gas and appurtenances thereunto belonging, being known and designated as Tract No. 20 of Fountain View Subdivision, situate in Bloomery District, Hampshire County, West Virginia, containing 3.5 acres, more or less, and which real estate is more fully described by a plat of Fountain View Subdivision as prepared by Allen G. Clem, Licensed Land Surveyor, of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Map Book No. 3, at Page 73, which plat, by reference, is expressly made a part hereof for a fuller and more complete description of the said real estate.

The real estate herein conveyed is the same real estate which was conveyed unto William Boxall, single, by Deed of Slanesville Enterprises, Inc., a West Virginia Corporation, and Rec-Land, Inc. a West Virginia Corporation, dated March 16,

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Attorneys at Law
Romney, West Virginia

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1984, and duly recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 269, at Page No. 722.

There is conveyed with the property a right of way as shown on the plat of Fountain View Subdivision, which right of way is fifty (50) feet wide, with fifty (50) feet thereof being within the bounds of the tract herein conveyed, and there is also reserved the right of way as an open road across part of the tract herein conveyed for the use and benefit of the Grantors and Grantee, their successors and assigns, or other tract owners who have the right to use the same, it being understood that the present roadway is located within the bounds of the 50 foot right of way as shown on said plat.

The real estate herein conveyed is subject to that certain Declaration of Protective Covenants of Fountain View Subdivision, which covenants are to run with the land. A copy of said Declaration of Protective Covenants of Fountain View Subdivision is attached hereto and made a part hereof for all proper and pertinent reasons.

It is agreed and understood by the parties hereto, and it is the purpose and intent of this deed, and it is hereby accepted by the Grantees, that the above described real estate is conveyed unto Brian W. Nester and Donna K. Nester, his wife, as joint tenants with rights of survivorship and not as tenants in common, that is, if the said Brian W. Nester should die before his wife, Donna K. Nester, then the entire estate in fee simple in and to the real estate herein conveyed shall be and become the sole property of the said Donna K. Nester, and that if the said Donna K. Nester should die before her husband, Brian W. Nester, then the entire estate in fee simple in and to

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Attorneys at Law
Martinsburg, West Virginia

the said real estate herein conveyed shall be and become the sole property of the said Brain W. Nester.

TO HAVE AND TO HOLD the real estate herein conveyed, together with the improvements thereon, and all rights, rights of way, easements, waters, minerals, oil and gas and appurtenances thereunto belonging, unto the said Brian W. Nester and Donna K. Nester, their heirs or assigns, forever.

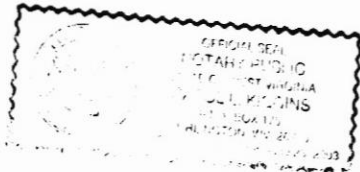
WITNESS the following signatures and seals:

William Boxall (SEAL)
WILLIAM BOXALL

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

The foregoing instrument was acknowledged before me this 13th day of September, 1993, by William Boxall, single.

My commission expires: Dec 23, 2003.



Judith Higgins
NOTARY PUBLIC

DECLARATION OF CONSIDERATION

Under the penalties of fine and imprisonment as provided by law, the undersigned Grantor does hereby declare that the total consideration of the property transferred by the document to which this declaration is appended is \$ 11,900.00.

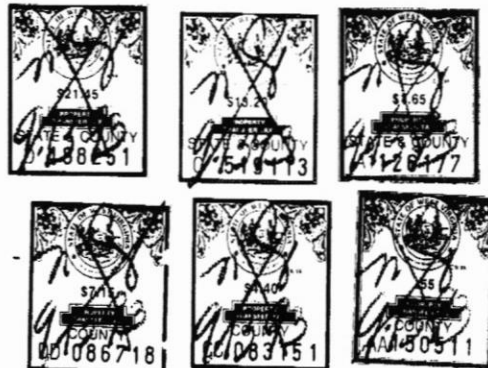
Given under my hand this 13th day of September, 1993.

William Boxall
GRANTOR

THIS INSTRUMENT
WAS PREPARED BY:

LOUDOUN L. THOMPSON
THOMPSON & PARSONS
ATTORNEYS AT LAW
P. O. BOX 884
ROMNEY, WV 26757

Thompson & Parsons
Attorneys at Law
Romney, West Virginia



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DECLARATION OF PROTECTIVE COVENANTS

724 This subdivision shall be subject to the following protective covenants, which covenants are to run with the land:

1. The Grantor hereby grants and conveys to the property owners, for their private use forever, all roads and right-of-ways on the attached plat or plan.
2. The Grantor may assess the owners of all tracts a sum not to exceed Twenty-five Dollars (\$25.00) per year, per deeded tract, for the use, upkeep, and maintenance of the private roads providing ingress, egress, and regress to said tracts. The rights and responsibilities as created by this paragraph may be delegated by the Grantor to a committee of tract owners, elected by the owners of the above specified tracts, any any assessment made pursuant to this paragraph shall constitute a lien on each and every tract within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of January, 1981, and on or before the 31st day of January each year thereafter. When more than one tract is owned by a party or parties, in the event of a resale of one or more of said tracts, then the obligation to pay the said Twenty-Five Dollar (\$25.00) assessment shall become the obligation of the new owner(s).
3. The Grantor reserves unto itself, its successors or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or right-of-ways therefor, with the right of ingress and egress, for the purpose of erection or maintenance on, over, or under a strip of land fifteen (15) feet wide at any point along the side, rear, or front lines of any said lots, or within Forty (40) feet from the center of any right-of-way.
4. Only properly licensed vehicles with licensed drivers are authorized to use the roadways of the subdivision.
5. Sewerage and waste systems, as well as any toilets constructed on said tracts, shall conform to the regulations of the appropriate County and State Health Regulations.
6. 12" diameter culverts must be used in all driveways leading from main subdivision roads.
7. No trucks, buses, old cars, or unsightly vehicles of any type or description may be left or abandoned on said tracts.
8. No lot or tract in said subdivision may be re-subdivided.
9. No building shall be erected closer than Fifteen (15) feet from any bordering or back-line, or closer than Forty (40) feet from center of any road right-of-way.
10. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent them or him from so doing or to recover damages or other dues for such violation(s).
11. 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.

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be it remembered that on the 13th day of September 1981, at 1:08 P M., this deed was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

Attest Nancy C. Feller Clerk
County Commission, Hampshire County, W. Va.