

JULIE ANN LINDBORG

TO: DEED

DAVID M. ZALEVSKY and
GABRIELA ZALEVSKY,
his wife

THIS DEED, Made this 19th day of
December, 2022, by and between Julie Ann
Lindborg, grantor, party of the first
part, and David M. Zalevsky and Gabriela
Zalevsky, his wife, 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 deemed 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 joint tenants with rights of
survivorship as hereinafter enumerated, and with Covenants of General
Warranty of Title, all that certain lot or parcel of real estate lying and
being situate in Gore District, Hampshire County, West Virginia, described
and designated as **Lot No. 62 of Peach Lake Farms, Phase II, containing
9.80 acres**, more or less, as shown on the plat of said subdivision of
record in the Office of the Clerk of the County Commission of Hampshire
County, West Virginia, in Map Book 6 at Page 123, which plat is by
reference made a part hereof for all pertinent and proper reasons,
including a more particular metes and bounds description of said realty.
Said parcel of real estate is depicted on the Hampshire County Land Books
as District 05, Tax Map 8, Parcel 168.

And being the same real estate which was conveyed unto Julie Ann
Lindborg by deed of Janet G. St. Clair, dated the 25th day of February,
2011, and of record in the aforesaid Clerk's Office in Deed Book 498, at
Page 736.

It is covenanted that the grantees and parties of the second part shall be bound by the "Peach Lake Farms Declaration of Protective Covenants, Conditions and Restrictions" dated January 3, 1992, which were recorded in the aforesaid Clerk's Office on January 7, 1992, in Deed Book 331, at Page 582, as amended in Deed Book 499 at Page 363, in Deed Book 507 at Page 51, and any and all further amendments thereto. Furthermore, in any future deed of conveyance from said grantees, said grantees covenant that they shall make reference to the Declaration of Protective Covenants, Conditions and Restrictions and specifically incorporate all of the provisions of said subdivision covenants in any future deed of conveyance of this real estate. These protective covenants and restrictive conditions shall be deemed to be covenants running with the land, and binding upon the grantees, their heirs and assigns. The protective covenants and restrictive conditions are incorporated herein by reference for any and all pertinent purposes, and shall be considered as if they are textually set forth within the body of this deed, and any and all amendments thereto.

Said real estate is conveyed unto the grantees herein, subject to any and all easements, conditions, restrictions, reservations, rights of way, either recorded or unrecorded, and contained in duly recorded deeds, plats, and other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by limitation of time contained therein or have otherwise become ineffective, including any manner shown on the aforesaid plat and survey.

This conveyance is made unto the said parties of the second part as joint tenants with full rights of survivorship, which is to say, should David M. Zalevsky predecease Gabriela Zalevsky, then entire full, fee simple title in and to said real estate shall vest solely in Gabriela Zalevsky; and should Gabriela Zalevsky predecease David M. Zalevsky, then entire full, fee simple title in and to said real estate shall vest solely in David M. Zalevsky.

KEATON,
FRAZER,
& MILLESON,
PLLC

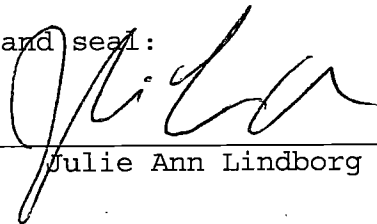
ATTORNEYS AT LAW
56 E. MAIN STREET
ROMNEY, WV 26757

Although the real estate taxes may be prorated between the parties as of the day of closing for the current tax year, the grantees agree to assume and be solely responsible for the real estate taxes beginning with the calendar year 2023, although same may still be assessed in the name of the grantor.

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

The grantor hereby certifies, under penalties as prescribed by law, that the actual consideration paid for the real estate conveyed by the foregoing and attached deed is \$45,000.00. The grantor further affirms that she is a nonresident of the State of West Virginia, and is therefore subject to the "withholding tax on West Virginia source income of nonresidents" pursuant to West Virginia Code.

WITNESS the following signature and seal:

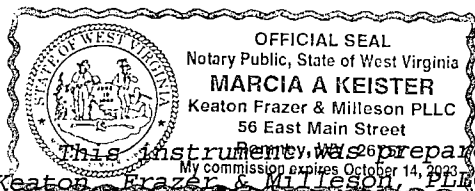
 (SEAL)
Julie Ann Lindborg

STATE OF WV,

COUNTY OF Hampshire, TO WIT:

I, Marcia A Keister, a Notary Public, in and for the county and state aforesaid, do hereby certify that Julie Ann Lindborg, whose name is signed and affixed to the foregoing instrument dated the 19th day of December, 2022, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 6th day of January, 2023.



Marcia A Keister
Notary Public

KEATON,
FRAZER,
& MILLESON,
PLLC
ATTORNEYS AT LAW
56 E MAIN STREET
ROMNEY, WV 26757

This instrument was prepared by W. Joseph Milleson, Jr., Attorney at Law, Keaton Frazer & Milleson, PLLC, 56 East Main Street, Romney, West Virginia.

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Hampshire County
Eric W. Strite, Clerk
Instrument 223236
01/17/2023 09:21:34 AM
DEED
Book 591 @ Page 815
Pages Recorded 3
Recording Fee \$52.00
Transfer Tax 247.50
Farm Land 99.00