

Mailed: 3-27-06

Junt Drollinger

Rt 1 Box 127

Bloomery, W.V. 26817

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68136

LAURENCE GARY MULLINS  
and

KENNETH CLARKE

TO: DEED

TRENT DROLLINGER

THIS DEED, made this 17<sup>th</sup> day of March, 2006,  
by and between Laurence Gary Mullins and  
Kenneth Clarke, grantors, parties of the  
first part, and Trent Drollinger, grantee,  
party 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 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, and to be free and clear of all liens and encumbrances, all that certain tract or parcel of real estate containing **0.96 of an acre, more or less**, located East of Rt. 50 approximately  $\frac{1}{4}$  mile and North West of Dogwood Acres Subdivision, being in Gore District, Hampshire County, West Virginia, and which said parcel is more particularly bounded and described as shown on that certain Description of Survey and Plat as prepared by Kennis F. Snyder, Professional Surveyor, a copy of which said Description of Survey is attached hereto and which said Plat is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Map Book No. 10, at page 133, and made a part hereof for all pertinent and proper reasons, including a more particular metes and bounds description of said property.

And being a part of the same real estate that was conveyed unto Laurence Gary Mullins and Kenneth Clarke by deed of Carl Taylor Saville and Linda Sue Saville, his wife, dated the 31<sup>st</sup> day of August, 2005, and is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 447 at Page 292.

There is also expressly granted unto the grantees a right of way 30 feet wide leading from Dogwood Avenue or the main road of said subdivision along the west side of Lots 23, 24, 25, 26, and 27 to the tract herein conveyed as a permanent means of ingress and egress to the tract herein described and conveyed.

The tract herein conveyed is subject to the following protective covenants, which are covenants running with the land.

1. That said lot shall be used for residential purposes only.

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2. That no residence shall be constructed on said lot costing less than \$12,000.00, but this covenant shall not apply to garages or other buildings of a like nature constructed in connection with said property. Each residence shall be of substantial construction.

3. That no nuisance, public or private, shall be maintained or permitted on said property.

4. That no dwelling house or other building shall be constructed on any lots nearer than thirty (30) feet to the road or any on which the lots front or abut, and no portion of any building shall be nearer than 10 feet to the side or rear lot boundaries.

5. That no house trailer or mobile home shall be brought in or upon said real estate and used as a place of dwelling and for the purpose of a residence.

6. That no basement alone without a house shall be brought in or upon said real estate and used as a place of dwelling and for the purpose of a dwelling place.

7. That no animal, such as horses, cattle, sheep, hogs, or goats, shall be kept or maintained on said real estate, but this does not prohibit dogs, cats or other animals ordinarily kept as pets from being maintained.

8. Upon installation of a central sewerage system, the grantee will be required to pay a connection fee of \$350.00.

The real estate herein described is subject to any other rights, ways, easements, restrictions or reservations which may affect the same and which are of record in the aforesaid Clerk's Office.

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 the calendar year 2006, although same may still be assessed in the names of the grantors.

TO HAVE AND TO HOLD the aforesaid real estate unto the said grantee, 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.