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THIS DEED, made this 10th day of February, 1988, by and between JAMES CLYDE NAPIER and PATRICIA NAPIER, husband and wife, parties of the first part, and CARL R. MAYNARD, party of the second part.

W I T N E S S E T H :

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the parties of the first part do hereby GRANT and CONVEY unto the party of the second part, the following described real property, to-wit:

All that certain lot or parcel of real estate being a part of the Elk Horn Subdivision in Sherman District, Hampshire County, West Virginia, and more particularly bounded and described as follows:

Lot Number Nineteen (19) as shown on plat or map of the Elk Horn Addition of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, said lot being 50 feet wide and 150 feet in length and fronting 50 feet on Short Mountain Drive, a roadway as shown on said plat, of record in Map Book 1, page 67.

And being a part of the same property conveyed to James Clyde Napier from M & W Associates, Inc., A Corporation, dated the 24th day of September 1981 and is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book 252 at page 554.

This conveyance is made unto the party of the second part subject to the following terms, stipulations, conditions and covenants which shall be binding upon the party of the second part, his heirs and assigns, and shall henceforth be considered covenants running with the land.

(1) The party of the second part, his heirs and assigns, hereby contracts and agrees to pay the sum of \$20.00 annually for the lot owned by him into a maintenance fund to be established by the M & W Associates, Inc., a West Virginia Corporation; said fund to be used by the M & W Associates, Inc. for the maintenance of roads, ways, public areas, lakes and ponds and including the stocking of fish therein; and provided further that M & W Associates, Inc. shall have the right to increase the

amount of contributions by each lot owner if the expenses of maintaining the roads and ways and other matters as above set forth increase in future years. And it is further agreed among all the parties hereto that if there be a failure to pay the assessment into the maintenance fund as above set forth, then the amount owed into said fund shall become a lien upon the lot or lots owned by the person or persons in default and same shall be enforceable at the option of M & W Associates, Inc.

(2) Land Use and Building Type: All of the lots subject to these protective covenants shall be residential lots. No structure, including toilets, shall be erected, altered, placed or permitted to remain on any residential building plot other than automobile, camper, tents, and permit residential buildings provided the plans for the said buildings are approved by M & W Associates, Inc.

(3) Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(4) Signs: No advertising signs, billboards, or other devices shall be permitted, erected, placed or suffered to remain upon any lot except that this covenant shall not prohibit the use of a professional sign not to exceed one (1) square foot in size, or the use of "For Sale" signs by the owner or bona fide real estate agents and/or builders.

(5) Purchasers may clear, grade or install off-street parking on their own lots provided no changes are made in ditch line or street or throw bushes or surface water on any adjoining lot.

(6) The party of the second part hereby agrees to make the real estate above described available to public utility companies for development of electric power, water, sewage and other utilities that will be used by most of the lot owners in this subdivision.

(7) It is mutually agreed that if there be a breach by the party of the second part of any of the covenants and agreements heretofore set out, then he shall lose all privileges to the use of all public and private areas heretofore acquired by M & W Associates, Inc. for the use of the lot owners aforesaid.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the party of the second part his heirs, successors and assigns forever.

Under penalty as provided by law the parties of the first part do hereby declare that the total consideration paid for the property hereby conveyed is \$ 500.00.

The parties of the first part do hereby covenant and agree to and with the party of the second part that they will WARRANT GENERALLY the title to the property hereby conveyed, subject to all covenants, easements, right-of-ways, and restrictions running with the land.



WITNESS the following signatures and seals:

James Clyde Napier (SEAL)
JAMES CLYDE NAPIER
Patricia Napier (SEAL)
PATRICIA NAPIER

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

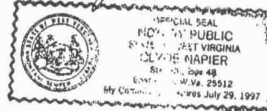
The foregoing instrument was acknowledged before me this 12 day of Feb, 1988, by James Clyde Napier and Patricia Napier, husband and wife, in my said County and State.

My commission expires July 29, 1997.

Clyde Napier
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

DARRELL PRATT, ATTORNEY AT LAW
524 Cleveland Street
P. O. Box 726
Wayne, West Virginia 25570



LAW OFFICES OF
DARRELL PRATT

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

Be it remembered that on the 18th day of August, 1988, at 11:46 A.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. Zeller Clerk
County Commission, Hampshire County, W. Va.