

17-00

THIS DEED, made this 11th day of
KELLIE T. SHANHOLTZ April, 2013, by and between Kellie T.
TO: DEED Shanholtz, Grantor, party of the first
KENT G. SHANHOLTZ part, and Kent G. Shanholtz, 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 party of the first part does, by these presents, grant and convey unto the said party of the second part, with covenants of General Warranty of Title, all of her right, title, and interest, including any and all rights as a joint tenant with full rights of survivorship, in and to all those certain tracts or parcels of real estate more particularly bounded and described as follows:

FIRST PARCEL: All that certain tract or parcel of real estate, with the improvements thereon, situate in Romney District, Hampshire County, West Virginia, and more particularly described as follows:

All that certain tract or parcel of real estate containing **35.481 acres, more or less**, together with the improvements thereon, and all rights, rights of way, easements, waters, minerals, oil and gas and appurtenances thereunto belonging, situate in Romney District, Hampshire County, West Virginia, lying along the Northwest side of Route 5, about 2 miles Northeast of U. S. Route 50, and being more particularly described according to that certain description of survey and plat prepared by Frank A. Whitacre, Licensed Land Surveyor, dated September 21, 1990, which Description of Survey and Plat are of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 323, at page 545, and which said Description of Survey and Plat are by reference made a part hereof for all pertinent and proper reasons, including a more particular metes and bounds description of said real estate.

And being the same real estate which was conveyed unto Kent G. Shanholtz and Kellie T. Shanholtz, his wife, as joint tenants with full rights of survivorship, by deed of Kathy M. Santa Barbara, Successor Trustee, dated September 1, 2000, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 401, at page 375.

Said property is conveyed subject to all utility easements and rights of way of record, subject to any restrictive covenants of record, and subject to any unpaid real estate taxes, and other governmental or utility assessments.

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SECOND PARCEL: All that certain tract or parcel of real estate, containing 0.5 acres, more or less, together with any and all rights, rights of way, easements, improvements, if any, and appurtenances thereunto belonging or in anywise appertaining, located west of Jersey Mountain Road, approximately 2.3 miles north of U. S. Route 50, situate in Romney District, Hampshire County, West Virginia, more particularly bounded and described by metes and bounds as shown on the Description of Survey which is of record in the aforesaid Clerk's Office in Deed Book No. 462, at page 379, and which was prepared by Kennis F. Snyder, Professional Surveyor, dated January 17, 2007. A Plat of said 0.5 acres, more or less, is of record in the aforesaid Clerk's Office in Map Book 10, at page 267, and is by reference made a part hereof for all pertinent and proper reasons, including a more particular metes and bounds description of said real estate.

And being the same real estate conveyed unto Kent G. Shanholtz and Kellie T. Shanholtz, his wife, as joint tenants with full rights of survivorship, by deed of Randolph W. Ewers, dated February 20, 2007, and of record in the aforesaid Clerk's Office in Deed Book No. 462, at page 376.

The aforesaid First and Second Parcels have been heretofore merged.

THIRD PARCEL: All that certain tract or parcel of real estate containing 113.04 acres, more or less, known as the "Shawen Place" located adjacent to and West of West Virginia Route 50, known locally as "Jersey mountain Road" and 3 miles North from U. S. Route 50, situate in Romney District, Hampshire County, West Virginia, and more particularly bounded and described by metes and bounds as shown on the Description of Survey prepared by Kennis F. Snyder, Professional Surveyor, which said Description of Survey is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 433, at page 559, and is by reference made a part hereof for all pertinent and proper reasons including a more particular metes and bounds description of said real estate. The 113.04 acre tract herein conveyed further described as being all of the "Shawen Place" lying south and west of the Jersey Mountain Road.

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And being all of the same 113.04 acre parcel of real estate which was conveyed unto Kent G. Shanholtz and Kellie T. Shanholtz, his wife, by deeds of record in the aforesaid Clerk's Office in Deed Book No. 431, at page 4, Deed Book 433, at page 549, and by that certain Interparties Deed of Partition dated June 18, 2004, and of record in the aforesaid Clerk's Office in Deed Book 433, at Page 552, to which deeds and all other deeds in this chain of title reference is made for all pertinent and proper reasons.

FOURTH PARCEL: All that certain tract or parcel of real estate containing **67.246 acres, more or less**, and all rights, rights of way, easements, waters, minerals, oil and gas, and appurtenances thereunto belonging, being situate in Romney District, Hampshire County, West Virginia, and being more particularly described according to that certain Description of Survey and Plat of Survey titled "Ewers Orchard, Inc.", dated March 3, 1988, prepared by Frank A. Whitacre, LLS. Said plat is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Map Book No. 5, at page 48, and reference is hereby made to said plat for a more particular description of said real estate, and any and all pertinent and proper reasons.

And being all of the same real estate conveyed unto Kent G. Shanholtz and Kellie T. Shanholtz, his wife, as joint tenants with full rights of survivorship, by deed of The Bank of Romney, a West Virginia Banking Corporation, dated August 31, 2001, and of record in the aforesaid Clerk's Office in Deed Book No. 408, at page 500.

For the consideration herein the grantor grants and conveys unto the grantee, his heirs, successors, and assigns a non-exclusive 30 foot right of way and easement as shown upon the plat titled "Ewers Orchards, Inc.", Romney District, Hampshire County, West Virginia, dated March 3, 1988, duly recorded in the aforementioned Clerk's Office in Map Book No. 5, at page 48. Said right of way and easement is also shown upon the plat titled "Robert Ewers", dated March 4, 1988, duly recorded in the aforementioned Clerk's Office in Deed Book No. 303, at page 72. This right of way and easement shall at all times remain open and unobstructed and is conveyed unto the grantee, his heirs, successors, and assigns, for use by the grantee as a means of ingress and egress to the real estate

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herein conveyed for West Virginia Secondary Route #5. The grantee is to have full and unrestricted use of said right of way and easement in common with all other persons legally entitled to use said right of way and easement to and from Secondary Route #5, and for the further purpose of providing electricity, other utility services, and for all other legal purposes to the grantee, his heirs, successors, and assigns.

FIFTH PARCEL: The following described two (2) tracts or parcels of real estate which were conveyed unto Kent G. Shanholtz and Kellie T. Shanholtz, his wife, by deed of Joyce K. Ewers, dated February 9, 2005, and of record in the aforesaid Clerk's Office in Deed Book No. 440, at page 568, and Deed Book No. 462, at page 380, and being more particularly described as follows:

FIRST TRACT: All that certain tract or parcel of real estate designated as "Woods Land", containing **6.526 acres, more or less**, situate in Romney District, Hampshire County, West Virginia, as shown on a Plat of Survey for Robert Ewers prepared by Frank A. Whitacre, Licensed Land Surveyor, dated the 4th day of March, 1988, Survey #87-033-03. Being a portion of "Tract B" but described by metes and bounds description prepared by Kennis F. Snyder & Associates, LLS, a copy of which Description of Survey is of record in the aforesaid Clerk's Office in Deed Book No. 440, at page 577 and in Deed Book No. 462, at page 389; to each of which said deed and all other deeds in this chain of title reference is made for all pertinent and proper reasons. Said Plat of Survey is of record in the aforesaid Clerk's Office in Deed Book 303 at Page 92, and is by reference made a part hereof for all pertinent and proper reasons, including a more particular metes and bounds description of said real estate. Said tract or parcel of real estate is served by a non-exclusive Right-of-Way leading from Jersey Mountain Road, State Route #5, to the real estate herein conveyed as shown on the referenced Plat.

Said real estate is subject to that certain Declaration of Protective Covenants and Restrictions heretofore imposed upon the real estate owned by Robert D. Ewers and Joyce K. Ewers, husband and wife, by that certain Deed of Conveyance to Claude E. Saville and Lois J. Saville, husband and wife, dated the 9th day of October, 1989, and of record in the aforesaid Clerk's Office in Deed Book 313, at page 516. Said Covenants

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are also binding upon the grantors remaining real estate of which this tract was a part.

Said real estate is subject also to that certain Thirty foot (30') right of way to the former Gertrude S. Ewers Land now owned by the grantee herein as shown on the Plat of said real estate.

SECOND TRACT: All that certain tract or parcel of real estate known and designated as "Tract A", containing **5.115 acres, more or less**, as shown on that certain Description of Survey prepared by Kennis F. Snyder, PS, dated February 4, 2005, and which is of record in the aforesaid Clerk's Office in Deed Book No. 440, at Page 578, and is by reference made a part hereof for a more particular metes and bounds description of said real estate.

This 5.11 acre tract is subject to a thirty foot (30') right of way to the former Gertrude S. Ewers Land as hereinabove stated.

And being the same two parcels of real estate conveyed unto Kent G. Shanholtz and Kellie T. Shanholtz, his wife, as joint tenants with full rights of survivorship, by deed of Joyce K. Ewers, dated February 9, 2005, and of record in the aforesaid Clerk's Office in Deed Book No. 440, at page 568, and in Deed Book No. 462, at page 380.

The real estate herein conveyed is subject to Protective Covenants which are of record in the aforesaid Clerk's Office in Deed Book No. 440, at page 568, and in Deed Book No. 462, at page 380, as Protective Covenants "A" as to the "First Tract" and Protective Covenants "B" as to the "Second Tract".

All of the above set forth tracts of real estate are conveyed unto the grantee herein subject to any and all exceptions, restrictions, and provisions, as set forth in prior deeds in the chain of title in each of said tracts subject to all covenants, restrictions, descriptions, etc., contained therein.

All of the real estate conveyed unto the grantee herein in Parcel One through Parcel Five have been Court consolidated for tax purposes and as set forth on the 2012 Hampshire County Land Books as Tax Map 10, parcel 2.1, containing 227.908 acres, although this is a conveyance in gross and not by the acre.

TO HAVE AND TO HOLD the aforesaid interest in 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.

I hereby certify, under penalties as prescribed by law, that the actual consideration paid for the real estate conveyed by the foregoing and attached deed is \$ 10.00, as this is a conveyance from wife to husband pursuant to the parties' Property Settlement Agreement in their divorce action, with no further consideration being necessary.

WITNESS the following signature and seal:

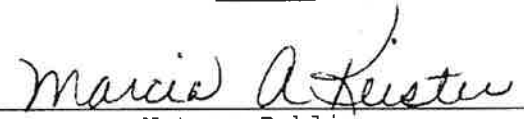

Kellie T. Shanholtz (SEAL)

STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, TO WIT: .

I, Marcia A. Keister, a Notary Public, in and for the county and state aforesaid, do hereby certify that Kellie T. Shanholtz, whose name is signed and affixed to the foregoing deed dated the 11th day of April, 2013, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 2nd day of May, 2013.


Notary Public

Notary Seal

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.

Njh/deeds/ShanholtzKentfromKellie.5Parcels.2013.308

COVENANTS FOR
6.526 AC PARCEL &
5.115 AC PARCEL

RESTRICTIVE COVENANTS
ROBERT AND JOYCE EWERS PROPERTY

1. Said land is restricted to residential use only and no commercial, industrial or manufacturing business, building or enterprise shall be erected, maintained or operated on said land. However, owner may sell agricultural products which are produced on said land.

2. There will be no goats, swine, or fowl kept or maintained upon said land. Other domestic animals or pets may be kept and maintained upon said lands, but shall be kept and maintained within the boundaries of the owners of said lands. Such other domestic animals or pets are permitted to use the common rights of way over the tracts of land of which this is a part when under leash and the control of some person.

3. No outside toilet or open cesspool shall be built, maintained or permitted and any sewage disposal system, including septic tank and drainage field installed, shall be entirely within the boundaries of the land owned by the parties making such installation and not nearer than twenty feet from the boundary of said land and not nearer than one hundred feet to any existing well or water supply. All installations of sanitary sewage disposal systems shall comply fully with the requirements of the Department of Health of the State of West Virginia.

4. All buildings and structures erected upon said land shall be upon a solid foundation (poured concrete, concrete block or solid stone), and shall be constructed of good finished materials and constructed in a good and workmanlike manner. Tarpaper, rolled siding and concrete block are especially agreed not to be considered as finished materials.

5. No structure of a temporary character, house trailer, mobile home, doublewide mobile home or basement dwelling shall be constructed, placed or maintained upon said real estate; nor shall any tent, shack, garage or any other outbuilding be used on this land at any time as a dwelling, either temporarily or permanently.

6. All fences, boundary markers or barriers shall be constructed of good finished material in a workmanlike manner or of appropriate vegetation, not to exceed eight feet in height.

7. No building shall be located upon any parcel of land nearer to the front boundary (Route 5) line than thirty feet, nor within fifty feet of the side boundary right of way nor within ten feet of the rear boundary. Eaves, steps and open porches shall not be considered as a part of the building for the purpose of this restriction, provided, however, that no such extension shall be built nearer than ten feet from any boundary line.

8. No high intensity street lights nor any flood lights automatically controlled whose general illumination shall extend beyond the boundary lines of the lands of any person making such installation shall be erected or maintained upon the land hereby conveyed.

9. This real estate cannot be subdivided.

10. Trash and refuse shall not be allowed to accumulate on the lands covered by these restrictions, and no junk, junked vehicles, or parts thereof, or vehicles not in current use shall be kept or stored thereon. All garbage shall be kept in insect and rodent-proof receptacles and removed or disposed of at least every seven days.

11. The course of no existing stream or drain shall be altered or restricted in any way which would affect any property not owned by the person making such change or restriction, and no owner shall allow any drainage into a stream or drain which would in any way pollute such drain or stream.

12. Every driveway extending from a road in said section to a lot shall

contain a culvert of not less than fifteen inches in diameter.

13. Any dwelling constructed upon said real estate that has only one story above ground level shall contain no less than 1,000 square feet of living area.

14. Any dwelling constructed upon said real estate that has two or more stories above ground level shall contain no less than 1,000 square feet of living area.

15. No signs advertising a business, except signs indicating the sale of land, shall be erected upon this real estate.

16. The use of any motorcycle, dirt bike, all terrain vehicle or motor vehicle without proper noise abatement equipment is prohibited.