

MILLENNI-EIGHT VENTURES, LLC.
A West Virginia Limited Liability Company

TO: DEED

HANSFORD HOUSTON DEWEESE and VIRGINIA PEARCE DEWEESE,
husband and wife

THIS DEED, made and entered into this 20th day of June, 2001, by and between MILLENNI-EIGHT VENTURES, LLC, a West Virginia Limited Liability Company, Grantor and Party of the First Part, and HANSFORD HOUSTON DEWEESE and VIRGINIA PEARCE DEWEESE, husband and wife, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NOT AS 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 MILLENNI-EIGHT VENTURES, LLC, Grantor and Party of the First Part, does, by these presents, grant, sell and convey with COVENANTS OF GENERAL WARRANTY, unto the said HANSFORD HOUSTON DEWEESE and VIRGINIA PEARCE DEWEESE, husband and wife, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, all of the following described real estate:

All that certain lot or parcel of real estate located on the north side of the J. C. Markwood Road (West Virginia Secondary Route 2202) and 1.86 miles northwest of U. S. Route 220, lying and being in Monroefield District of Hardy County, West Virginia, designated as Lot 1, containing 8.16 acres, more or less, as surveyed in June, 2001, by Larry L. Kitzmiller, Professional Land Surveyor, WV No. 280. Copies of the "Description of Survey for Hansford Houston DeWeese and Virginia Pearce DeWeese" and Plat of Survey, as prepared by and under the signature and seal of the said Larry L. Kitzmiller, PLS, are attached hereto and by reference incorporated herein for a more particular metes and bounds description.

The real estate herein conveyed is a portion of a tract of 102 acres which was conveyed unto the Grantor, by deed of Andrew Nelson Jones by his Attorney-in-Fact, Janet L. Kinsley, dated the 20th day of November, 2000, and of record in the Office of the Clerk of the County Commission of Hardy County, West Virginia, in Deed Book No. 258, at page 321. Reference is hereby made to aforesaid deed and other documents therein referred to and same are incorporated herein, by reference, for all proper and pertinent reasons.

The Grantor and Party of the First Part does hereby expressly reserve unto itself, its successors and assigns, that certain proposed forty foot (40') wide non-exclusive right of way for roadway and utilities which crosses the 8.16 acres herein described, as depicted on the attached plat of survey of said Lot 1, which extends from the J. C. Markwood Road (West Virginia Secondary Route 2202) to the adjoining real estate reserved by the Grantor for the purposes of direct access for ingress and egress to said

public road. Maintenance of said roadway as depicted on said Plat shall be shared on a prorata basis by all those parties having a legal right to the use of same.

The real estate herein conveyed is also subject to any rights or easements which may affect same and which are of record in the aforesaid Clerk's Office, and any conveyance of the real estate described herein is subject to the following protective covenants, conditions, and restrictions which shall run with the land and shall be binding upon the Grantees herein and all subsequent owners:

1. The Grantor reserves and excepts unto itself, its successors and assigns, easements, with right of ingress and egress, for the installation, erection, maintenance, operation and replacement, at the most convenient location established by the service provider, for the following public utilities: electric, telephone, and any necessary related accessories, to be placed either above or below ground, but nothing herein shall be construed as creating any duty on the Grantor to install or maintain any other utility services.

2. Said property shall be used for recreational and/or one single family residential dwelling purposes only and any garage or outbuilding must conform generally in appearance and material with said dwelling. Any residence on said property shall contain a minimum of 1,100 square feet and said square footage minimum shall be the living area, excluding basement, garage, porch, carport, deck, and overhanging eaves and all exterior construction must be completed and closed in within eight (8) months of the commencement of construction. No single-wide mobile homes or house trailers shall be placed or maintained on the property, however, modular and factory build homes are permitted provided same is placed on a solid masonry foundation around the structures entire perimeter.

3. All improvements upon said real estate shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of accumulation of trash, rubbish, garbage, debris, junk or other refuse thereon, and no trucks, buses, cars, unsightly or unlicensed vehicles of any type or description may be left or abandoned on said property. No lot shall be used or maintained as a dumping ground for rubbish. The property shall not be used as a dumping ground for any hazardous waste as defined by West Virginia statute, trash, garbage or rubbish and all trash, garbage or other waste products shall be kept in sanitary containers.

4. No noxious, offensive or illegal activities shall be carried on upon the property, nor shall anything be done thereon which constitutes a "common law nuisance" under West Virginia law or may become an annoyance to the adjoining land owners.

5. No animal or pet shall be maintained on the property in such a manner as to create a nuisance or produce obnoxious or offensive odors. Commercial agriculture production and the raising of any livestock, with the exception of horses, is prohibited.

6. Further subdivision of this lot is permitted if the owner complies with the applicable health laws; the Hardy County Zoning ordinance in effect; and any subdivision control ordinance, if in effect.

However, in addition to the foregoing requirements, any newly created lot and the remaining parcel lot must contain at least three (3) acres, more or less, and any lot created by further subdivision shall be bound by these covenants.

7. The invalidation of any of these covenants, restrictions or other provisions of this Declaration by judgment or Court Order shall in no wise affect any other provisions, which shall remain in full force and effect.

Although the real estate taxes may be prorated between the parties as of the day of closing, the Grantees agree to assume and be solely responsible for the real estate taxes on the subject real estate beginning with the calendar year 2002 although same may still be assessed in the name of the Grantor.

TO HAVE AND TO HOLD the real estate hereon conveyed, together with all rights, ways, easements and appurtenances thereunto belonging or in anywise appertaining unto the said HANSFORD HOUSTON DEWESE and VIRGINIA PEARCE DEWESE, husband and wife, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, as for example.

DECLARATION OF CONSIDERATION OF VALUE

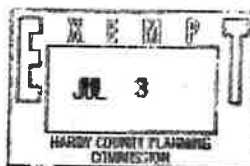
Under the penalties of fine and imprisonment as provided by law, the undersigned grantors do hereby certify that the total consideration paid for the property transferred by the document to which this declaration is appended is \$36,950.00.

WITNESS the following signatures and seals.

MILLENNI-EIGHT VENTURES, LLC

BY: David Scott Sherman, Pres. MB (SEAL)
David Scott Sherman, Operating Manager/ President

ATTEST: E. Robert Taylor
E. Robert Taylor, Secretary



STATE OF WEST VIRGINIA
COUNTY OF HARDY, TO-WIT:

The foregoing instrument was acknowledged before me this 3rd day of July, 2001, by David Scott Sherman, Operating Manager / President, and E. Robert Taylor, Secretary, of Millenni-Eight Ventures, LLC, a West Virginia Limited Liability Company, on behalf of the company.

My commission expires: 4/10/2001



Diana J. Cortes
NOTARY PUBLIC

This deed was prepared by:
Joyce E. Stewart, Attorney at Law
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jstewart@stewartlaw.com

STATE OF WEST VIRGINIA, Hardy County Commission Clerk's Office July 3, 2001 - 2:46 P.M.

The foregoing instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste: James A. Hensley Clerk.