Mailed: Hary O. Burner RFDI Box104A Juguato WV 6 2-87

5 672 43//0 JCSEPH TYSZKLEWICZ, SINGLE THIS TO DEED day o

TO DEED GARY O. LAWRENCE, JR. & GAYLA F. LAWRENCE THIS DEED made and entered into this 8th day of May, 1987, by and between Joseph Tyszkiewicz, single, grantor and party of the first part, and Gary O. Lawrence, Jr. and Gayla F. Lawrence, husband and wife,

as joint tenants with rights of survivorship, whose address is RFD 1, Bix 164-A August A, WU 2007 grantees and parties of the second part.

WITNESSETH: That for and in consideration of the sum of Twenty-Five (\$25.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said party of the first part does hereby grant and convey with covenants of general warranty and to be free and clear of all liens and encurbrances unto Gary O. Lawrence, Jr. and Gayla F. Lawrence, husband and wife, as joint tenants with rights of survivorship, all those two certain tracts or parcels of real estate known and designated as Lot Nos. Three (3) and Lot No. Four (4) of Durnore Ridge Park Subdivision, situace in Sherman District of Hampshire County, West Virginia, together withall mineral rights, oil and gas rights, timber, roads, easements and appurtenances thereunto belonging, which parcel of real estate contains 7.544 acres and 7.692 acres, more or less, according to a survey and plat as prepared by Rickie C. Davy, Licensed Land Surveyor, copy of which plat is attached hereto and made a part hereof for a more particular description of said real estate by metes and bounds.

The real estate herein conveyed is a part of the same real estate which was conveyed unto Joseph Tyszkiewicz, single, by Deed of Harvey C. Jones and Annie F. Jones, husband and wife, by Deed dated the 15th day of January, 1977, of record in the Clerk's Office of the County Commission of Hampshire County, West Virginia in Deed Book No. 220 at page 645.

ALPH W. HAINE ATTOINEY AT LAW RONNEY, W. VA. 26707 The real estate herein conveyed shall be subject to the following protective covenants and restrictions, which are to run with the land:

PROTECTIVE COVENANTS 673

The real estate herein conveyed shall be subject to the following protective covenants, which are covenants running with the land: . 1. None of the lots shall be subdivided.

2. All of the tracts shall be used for residential purposes and recreational purposes only. None of the tracts shall be used for any commercial purposes.

3. Premises shall be maintained in a neat and orderly manner at all times. The owner or owners of said tracts shall not engage in any activity not normally associated with residential or recreational occupancy and which may become offensive or a nuisance to the neighbors.

4. No mobile homes of any type shall be allowed upon the real estate herein conveyed.

5. No driveway leading from any of the main subdivision roads may be constructed in such a manner as to impede the function of the road drainage ditches. For any driveway crossing a road drainage ditch, a minimum of 12 inches in diameter culvert must be used in a fashion to insure adequate water flow along drainage ditches.

6. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on said tracts. No trash dumps or accumulation of brush, piles of soil or any other unsightly material shall be permitted upon said tracts except as essential for building or private road construction.

7. The purchasers of said real estate shall be responsible for all percolation tests.

8. It shall be the individual and collective responsibility of all the lot owners to maintain the subdivision roads.

The taxes upon said real estate for the calendar year 1987 shall be pro-rated as of date of settlement.

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RALE II W. HAINES ATTORNEY AT LAW ROWNEY, W. VA. 26787