

Ref'd 10/2/01  
David L. Wallace  
R 1 Box 14  
Alderson, WV  
24910

WALLACE - Vacant lot on Greenbrier Drive, Alderson

SUMMERS COUNTY COMMISSION  
Clerk 07  
Date/Time: 10/01/2001 12:17  
Inst #: 107375  
DEED BOOK  
Book/Page: 206- / 97-  
Recd/Tax: 19.80 8.80

97

Mary E. Merritt

THIS DEED, Made and entered into this 20th day of September, 2001, by and between WOLF CREEK CORPORATION, a corporation organized and existing under the laws of the State of West Virginia, party of the first part and hereinafter called the Grantor, and DAVID L. WALLACE, party of the second part and hereinafter called the Grantee;

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 by the party of the second part to the party of the first part and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and said Grantor does hereby GRANT, BARGAIN, SELL and CONVEY, with covenants of GENERAL WARRANTY of title, unto the said David L. Wallace all that certain lot or parcel of land, together with any improvements thereon and privileges and appurtenances thereunto belonging, situate, lying and being on the waters of the Greenbrier River, west of the Town of Alderson, in Talcott District, Summers County, West Virginia, being more particularly designated and described as Lot No. 201 of the Wolf Creek Corporation Property, as shown upon a map or plat of a portion of the said property, prepared by Don H. McGuire, R.P.E., and being more particularly bounded and described by survey of the said Don H. McGuire, as follows:

Lot No. 201: BEGINNING at a stake on the south line of a 30 foot street known as Greenbrier Estates Drive running east and west through the Wolf Creek Corporation Property at the northwest corner of Lot 202; thence running with the west line of Lot 202, S 23-10 W 200 feet to a stake at the southwest corner of Lot 202, a common corner with lots 202, 213, and 214; thence with the rear or north line of Lot 214, S 66-50 W 50 feet to a stake at the southeast corner of Lot 200; thence with the east line of Lot 200, N 23-10 E 200 feet to a stake set on the south line of the said

30 foot street, the northeast corner of Lot 200; thence with the south line of said street, S 66-50 E 50 feet to the point of the BEGINNING, containing 10,000 square feet, more or less;

AND BEING a part of the acreage described in the Summers County portion of the FIRST tract or parcel of land which was conveyed unto the said Wolf Creek Corporation, a corporation, by deed of John H. Hamilton, single, and others, dated January 15, 1970, and of record in the Clerk's Office of the County Commission of Monroe County, West Virginia, in Deed Book No. 120, page 544, and in the Clerk's Office of the County Commission of Summers County, West Virginia, in Deed Book No. 105, at page 126.

REFERENCE is hereby made to the said map or plat of a portion of the said Wolf Creek Corporation Property, prepared by the said Don H. McGuire, R.P.E., dated June 17, 1983, and June 28, 1985, and showing the said Lot No. 201, which is of record in the Clerk's Offices of the said Counties with prior deeds of record therein, for a more particular description of the said property, and for all pertinent purposes.

THE SAID LOT OR PARCEL OF LAND is hereby granted and conveyed subject to the following reservations, restrictive covenants and limitations as to the use of the said property, which are hereby reserved, made and imposed for the benefit of the said party of the first part, its successors in interest and assigns, and other persons and parties who may now or hereafter own or acquire property within the said Subdivision and Developments:

(1) The said lot shall be limited to and used for single residential or recreational purposes only; and no dwelling or structure shall be erected thereon at a cost value of less than \$12,000, nor shall any such dwelling or structure contain less than 1,000 square feet of floor space, exclusive of any garage, carport, porch, breezeway, etc.

(2) The exterior of all dwellings, improvements and structures constructed or placed upon the said lot shall be finished and shall be painted or otherwise covered, and all such dwellings and

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structures shall extend to the ground, and/or the underpinning and foundations thereof shall be covered with appropriate skirting material.

(3) The foundation or location of any dwelling or structure shall not be located nearer the street than the 40-foot setback line shown on the recorded plat, nor closer than 6 feet to the side line of the adjoining lot of any other property owner in the said Subdivision or Development.

(4) No lot shall be further subdivided for the purpose of constructing or locating any dwellings or improvements upon such part lot or portion thereof only, but nothing else shall limit the further division or subdivision thereof.

(5) The said lot shall not be used as a trailer park, and there shall not be located or situated thereon any mobile home, trailer or other mobile vehicle used for living purposes, nor any other temporary structure; except, however, upon such lots and in such areas within the said Subdivision and Development where such use thereof may be expressly dedicated and granted by the said Grantor.

(6) All sewage disposal units, septic tanks and disposal fields shall be located and constructed to meet the minimum requirements of the West Virginia State Department of Health, and no outside toilet facilities shall be maintained on any lot at any time.

(7) A perpetual easement is hereby reserved and retained across the front of each lot for a distance or width of 15 feet from the street line for the purpose of constructing and maintaining utility, electric, water and sewage lines, sidewalks, curbs and drainage ditches, and no other structure of any kind shall be erected or maintained thereon, except driveways leading from the said street line.

(8) The said reservations, restrictive covenants and limitations shall run with the land for a period of 50 years from October 1, 1970, and any violation or infringement thereof may be restrained or enforced or damages recovered by the said party of the first part or by any person or party owning property therein.

THIS CONVEYANCE is also made subject to such easements, rights-of-way, reservations and agreements as are contained and set forth in prior deeds of conveyance pertaining to the said real estate.

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns forever.

DECLARATION OF CONSIDERATION OF VALUE: Under penalties of fine and imprisonment as provided by law, the undersigned hereby declare that the total consideration paid for the property conveyed by this document is \$2,000.00.

IN WITNESS WHEREOF, the Wolf Creek Corporation has caused these presents to be executed and its Corporate Seal to be affixed by its proper officers duly authorized as of the day and year first above mentioned.

WOLF CREEK CORPORATION, a Corporation

By Rodney H. Pack (SEAL)  
President

SEAL:

Lana Pack  
Secretary

STATE OF WEST VIRGINIA

COUNTY OF Greenbrier, TO-WIT:

I, Linda P. Loudermilk, a Notary Public in and for the County and State aforesaid, do hereby certify that Rodney H. Pack, its President, who signed the foregoing writing for Wolf Creek Corporation, a Corporation, bearing date on the 20th day of September, 2001, has this day before me, in my presence, and in my said County, acknowledged the same to be the act and deed of the said Corporation.

GIVEN under my hand this 20th day of September, 2001.

My commission expires April 5, 2005.

Linda P. Loudermilk  
Notary Public

Prepared by: Wolf Creek Corporation

