

DEED

THIS DEED, Made and entered into this ___th day of ____, 2010, by and between **SLEEPY HOLLOW PROPERTIES, LLC, a West Virginia limited liability company**, party of the first part, GRANTOR, and _____, party of the second part, GRANTEE.

WITNESSETH: That, for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said **GRANTOR, SLEEPY HOLLOW PROPERTIES, LLC, a West Virginia limited liability company**, does hereby **GRANT AND CONVEY, with covenants of GENERAL WARRANTY**, unto the said GRANTEE, _____, all of the following described lot or parcel of real estate, situate, lying and being in **Clinton** District, Monongalia County, West Virginia, including all appurtenances thereunto belonging and all improvement thereon:

Unit No. _____, Phase _____, Village at Sleepy Hollow Subdivision, as laid down, designated, described and depicted on those certain maps or plats entitled: (i) **Phase 1 Plat of Village at Sleepy Hollow**, dated April, 2005, prepared by Joseph L. Crowder, P.S. # 2010 Potesta & Associates, Inc, which is recorded the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Map Cabinet No. D in Envelope No. 32A; (ii) **Plat of Revised Phase 1 Village at Sleepy Hollow**, prepared by Joseph L. Crowder, P.S. # 2010 Potesta & Associates, Inc, dated January 10, 2007, and recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Map Cabinet D, Envelope 90B; and (iii) **Phase 3 Village at Sleepy Hollow Subdivision**, dated August 6, 2009, prepared by Joseph L. Crowder, P.S. # 2010 Potesta & Associates, Inc, which is recorded the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Map Cabinet No. 5 in Envelope No. 65A.

Being part of the same real estate conveyed from Round Table Development L.L.C. to Sleepy Hollow Properties, LLC, by Deed dated May 26, 2005, and recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book No. 1294 at Page No. 691.

This conveyance is specifically made subject to the terms, conditions, provisions, restrictions, protective covenants, rights, powers, duties, rights-of-way. easements, and limitations, pertaining to Village at Sleepy Hollow Subdivision as more particularly set forth in the Declaration of Common Interest Community for Village at Sleepy Hollow, the recorded plats or maps of survey of Sleepy Hollow Subdivision, and the Articles of Incorporation, By-Laws, Rules and Regulations and Building Construction Guidelines (hereinafter "Governing Documents:") of Sleepy Hollow Property Owners Association, Inc., a West Virginia non-profit corporation, and as, all of which may from time to time may be amended.

The foregoing declaration and maps and plats are recorded in the aforesaid County Clerk's Office as follows:

DECLARATION: DEED BOOK NO. 1279, AT PAGE 698
FIRST AMENDMENT: DEED BOOK NO. 1306, AT PAGE 534
SECOND AMENDMENT: DEED BOOK NO. 1334, AT PAGE 10
THIRD AMENDMENT: DEED BOOK NO. 1412, AT PAGE 236

PLAT OF SURVEY: MAP CABINET NO. D, ENVELOPE 32A
MAP CABINET NO. D, ENVELOPE 90B
MAP CABINET NO. 5, ENVELOPE 65A

The Grantee herein, by acceptance of this deed, acknowledges and hereby declares that a copy of the Public Offering Statement for Village at Sleepy Hollow Subdivision was actually physically received by the Grantee prior to the time Grantee executed a written agreement for the Unit herein conveyed and further that the same were received more than fifteen (15) days in advance of the delivery of this Deed to the Grantee.

The Grantee herein, by acceptance of this deed, also agrees: (a) to comply with and abide by all of the provisions of the Governing Documents as now in effect or hereafter modified and amended; and (b) to pay when due and acknowledge continuing liability to pay all dues, fees costs and assessments properly levied against the Unit herein conveyed by Sleepy Hollow Community Owners Association, Inc.

This conveyance is made subject to all rights, rights-of-way, easements, restrictions, exceptions, limitations, conditions, covenants, licenses, severances, uses, estates and servitudes which are either set forth in the Governing Documents or otherwise of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia.

Grantee acknowledges that all Units in the Subdivision other than Units 1 through 6, are required to utilize the private sewage treatment system situate in the Subdivision which is owned and operated by Association. All costs of such system (the "Treatment System" as defined in the Declaration, are Limited Common Expenses allocated to the Units benefitted thereby.

The real estate described and conveyed is assessed for taxation purposes upon the Land Books of Monongalia County, West Virginia, in Clinton District for the year 2009 as part of one or more of the following:

SLEEPY HOLLOW PROPERTIES LLC
MAP 31; PARCEL 17.0002
PORTION OF HORSEMAN'S TRAIL &
COMMON ELEMENT A SLEEPY HOLLOW

SLEEPY HOLLOW PROPERTIES LLC
MAP 31; PARCEL 18.0002
.497 AC SUR MAPLE RUN
PORTION OF HORSEMAN'S TRAIL &

SLEEPY HOLLOW PROPERTIES LLC
MAP 31; PARCEL 20
53.005 AC SUR
WHITE DAY CREEK

SLEEPY HOLLOW PROPERTIES LLC
MAP 31; PARCEL 47
.907 AC SUR, PT IRVING COURT,
PT HORSEMAN'S TRAIL, PT VAN

The Grantor and Grantee covenant and agree that: (a) until such time as a separate ad valorem tax ticket shall be levied and assessed with regard to the real estate herein conveyed, and so long as said real estate is assessed as part of one or more larger tracts owned by Grantor, Grantor shall pay such taxes prior to delinquency; and (b) Grantee or Grantee's successor as owner of the real estate herein conveyed, shall within ten (10) business days after Grantee's receipt of a paid full of half year receipt for said taxes, reimburse to Grantor, that portion of such taxes which were attributable to the land herein conveyed and the improvements thereon.

Statutory Disclaimer: Under, in accordance with, and pursuant to the provisions of West Virginia Code § 22-17-19, Grantor hereby discloses that Grantor has no actual knowledge or reason to believe that the Property, or the substrata thereof, contain an underground storage tank utilized for the storage of any regulated substance.

Declaration of Residency: Under, in accordance with, and pursuant to the provisions of Article 21 of Chapter 11 of the West Virginia Code, Grantor hereby declares that Grantor is a resident entity as defined in Section Article 21 of Chapter 11 of the West Virginia Code.

Mineral Reservation and Non-Disturbance Provision: There is excepted from the foregoing conveyance all minerals, including, without limitation, all coal, oil, gas, coalbed methane gas, limestone, sandstone, and other minerals and mineral substances and stratas, liquid, gaseous, and solid, in, on, and underlying the Property below the depth of forty (40) feet, together with the rights and privileges, expressed, implied, necessary, and/or convenient to explore for, drill for, mine, remove, extract, and operate the same, and all easements and rights of way associated therewith or appurtenant thereto; provided, however, that, Declarant covenants and agrees that to the extent it owns any interest so reserved, it shall not cause any transportation of such minerals and or mineral substances on or from the surface of the property herein conveyed and no such exploration, drilling, mining, removal, extraction, or operation shall occur on or from the surface of the property.

Waiver of Right to be Exclusive Builder: The Grantor hereby expressly waives, releases, and discharges its right as reserved in the above Declaration to be the sole and exclusive builder of any improvements constructed or erected on the property herein described and conveyed.

Waiver of Statute of Limitations Applicable to Express and Implied Warranties: The West Virginia Uniform Common Interest Ownership Act, specifically West Virginia Code § 36B-4-116, provides that a judicial proceeding for the breach of an express or implied warranty of quality must be commenced within six (6) years after the cause of action accrues, and further provides that such period of limitation, upon agreement, may be reduced to a period of not less than two (2) years. In light thereof, the Grantor and Grantee(s), for valuable consideration received, the receipt and sufficiency of all of which is hereby acknowledged, hereby agree to reduce such period of limitation to two (2) years. And, in connection therewith, for such consideration, the Grantee(s), by acceptance, execution, acknowledgment, and recordation of this deed, hereby waive(s), release(s), discharge(s), and disclaim(s) the maximum six (6) year period of limitation for the commencement of a judicial proceeding for the breach of an express or implied warranty of quality, with the acknowledgment and understanding that the same, together with all other periods of limitation for the breach of an expressed or implied warranty, a warranty of fitness for a particular purpose, a warranty of merchantability, or any other warranty, however arising, whether under the Uniform Commercial Code, statute, common law, or otherwise, have been hereby reduced to a two (2) year period of limitation from the date of accrual of such cause of action. Furthermore, notwithstanding the Grantee's(s') lack or absence of knowledge of a breach of a warranty, the Grantee(s) hereby agree(s) with the Grantor that any such cause of action shall accrue as of the date the Grantee(s) take(s) possession of the property herein described and conveyed. The Grantor and the Grantee(s) hereby covenant and agree that this deed is intended to be a separate instrument evidencing the reduction of such period of limitation as contemplated by and in full satisfaction of the requirements of West Virginia Code § 36B-4-116(a).

DECLARATION OF CONSIDERATION OR VALUE

In compliance with Article 22, Chapter 11 of the Code of West Virginia, the undersigned hereby declare that the total consideration paid this conveyance is _____ Thousand Dollars (\$_____.00).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day first
above written.

GRANTOR,

Sleepy Hollow Properties, LLC,

By: _____

Its: _____

The Grantee hereby acknowledge receipt of this Deed and covenants and agrees, on behalf of itself, its successors and assigns, to comply with the covenants, conditions, restrictions and limitations set forth and referenced hereinabove.

GRANTEE,

By: _____

Its: _____

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

The foregoing instrument, bearing date of _____ was acknowledged before me this _____ day of _____, 200__, by _____, _____ of Sleepy Hollow Properties, LLC, a West Virginia limited liability company, for and on behalf of said limited liability company by exercise of authority duly given.

My commission expires _____.

NOTARY PUBLIC

STATE OF _____,
COUNTY OF _____, TO-WIT:

The foregoing instrument, bearing date of _____ was acknowledged before me this
____ day of _____, 200__, by _____, the _____ of
_____, for and on behalf of said corporation by exercise of authority duly
given.

My commission expires _____.

NOTARY PUBLIC

This instrument prepared in behalf of Grantor by:
Steven M. Prunty, Bowles Rice McDavid Graff & Love, LLP
7000 Hampton Center, Suite K
Morgantown, West Virginia 26505