

THIS DEED, Made this _____ day of _____,
20__, by and between **WINDSTAR HOLDINGS LLC**, a West Virginia
limited liability company, as Grantor, and _____
_____, as Grantees.

WITNESSETH: That, for and in consideration of the
sum of Ten Dollars (\$10.00), cash in hand paid, and other
good and valuable consideration had and received, the
receipt of which is hereby acknowledged, the said Grantor,
WINDSTAR HOLDINGS LLC, a West Virginia limited liability
company, does hereby GRANT and CONVEY, except as limited
below, with COVENANTS OF GENERAL WARRANTY, unto the said
Grantees, _____, all of
the following described real estate, together with all
improvements thereon and appurtenances thereto, if any,
situate in Union District, Monongalia County, West Virginia,
which is more particularly described as follows:

ALL OF UNIT _____ OF THE BACKWATERS, PHASE I, as
laid down and designated upon the Plat of THE
BACKWATERS OF CHEAT LAKE, Phase I, recorded in
the Office of the Clerk of the County Commission
of Monongalia County, West Virginia, in Map
Cabinet No. 5, Envelope 36-B, to which plat
reference is hereby made for all pertinent
purposes.

AND BEING PART OF the same real estate conveyed
to the Grantor herein by a deed dated November 2, 2007, of

record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book 1354 at Page 426.

The Grantor hereby **EXCEPTS AND RESERVES** all coal, oil, gas and other minerals that have not been previously conveyed by its predecessors in title, and all rights appurtenant to the mining and severance of the same, but expressly agrees to not use or interfere with the surface of the real estate hereby conveyed for such purposes. This conveyance is further made subject to all prior exceptions, reservations, covenants, restrictions, agreements, assessments, charges, conditions, easements, right-of-ways, mineral severances and limitations of use as have been imposed upon such property by the Grantor and its predecessors in title, and the covenant of general warranty set forth herein is limited by the same.

This conveyance is specifically made subject to the terms, conditions, provisions, restrictions, protective covenants, rights of way, easements, rights, powers and duties pertaining to The Backwaters, as more particularly set forth in the Declaration, Plat and By-Laws of The Backwaters Property Owners Association, Inc., and as from

time to time may be amended, which documents are recorded in the aforesaid County Clerk's Office as follows:

DECLARATION: Deed Book 1363, at Page 169

PLAT OF SURVEY: Map Cabinet No. 5, Envelope 36-B

The Grantee herein, by acceptance of this deed, acknowledges and hereby declares that copies of the PUBLIC OFFERING STATEMENT and DECLARATION for THE BACKWATERS, and Articles of Incorporation and By-Laws of The Backwaters Property Owners Association, Inc., were received before having executed a "UNIT PURCHASE AGREEMENT" for the herein conveyed real estate, and further that the same were received at least fifteen (15) days in advance of this conveyance.

The Grantee herein, by acceptance of this deed, also agrees (a) to comply with all of the provisions of said Declaration, By-Laws and all Exhibits attached thereto; (b) to abide by all of the rules and regulations adopted by The Backwaters Property Owners Association, Inc., as described in the Declaration and By-Laws, and as subsequently amended; and (c) to pay and acknowledge continuing liability to pay all dues and assessments properly levied by The Backwaters Property Owners Association, Inc. against the real estate conveyed hereby.

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 Grantees, 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 Grantees, by acceptance, execution, acknowledgment, and recordation of this deed, hereby waives, releases, discharges, and disclaims 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 Grantees' lack or absence of knowledge of a breach of a warranty, the Grantees hereby agree with the Grantor that any such cause of action shall accrue as of the date the Grantees takes possession of the property herein described and conveyed. The Grantor and the Grantee 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).

The real property herein described and conveyed is entered upon the Land Books of Union District, Monongalia County, West Virginia, for the year 2007, as follows:

Windstar Holdings LLC
Map 7C, Parcel _____
Lot ____ or _____ Ac Sur
The Backwaters

DECLARATION OF CONSIDERATION OR VALUE

The undersigned hereby declares that the consideration paid for the real estate conveyed by the

document to which this declaration is attached is
\$ _____ .00.

WITNESS the following signatures:

Grantor:

WINDSTAR HOLDINGS LLC

By: _____
R. SCOTT SUMMERS
Its: Sole Member & Manager

Grantees:

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

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by R. SCOTT SUMMERS, the sole Member and Manager of WINDSTAR HOLDINGS LLC, a West Virginia limited liability company, for and on behalf of said limited liability company.

My commission expires: _____.

{SEAL}

Notary Public

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

The foregoing instrument was acknowledged before
me this _____ day of _____, 20____, by _____
_____.

My commission expires: _____.

{SEAL}

Notary Public

This instrument was prepared by R. Scott Summers, Esquire, R. Scott Summers, P.L.L.C., 69 Clay Street, Suite 201, Morgantown, WV 26505, without the benefit of a title examination, title report, title certificate, or title insurance commitment and neither the preparer nor R. Scott Summers, P.L.L.C. by the preparation of this instrument make any express or implied warranties, representations, or affirmations of any kind, nature, or character, including, without limitation, warranties, representations, or affirmations relating to the quality of title, the nature of title, possession, quiet enjoyment, merchantability, fitness for a particular purpose, the condition of the property, access to the property, or the capacity of the Grantor to grant or convey title.