



**EXHIBIT NO. 6**  
**PRO FORMA DEED**

(See Attached)

THIS DEED is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between **Enrout Properties, LLC**, a West Virginia limited liability company, party of the first part, **Grantor**, and \_\_\_\_\_ and \_\_\_\_\_, parties of the second part, **Grantees**.

**WITNESSETH:** That, for and in consideration of the sum Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **Enrout Properties, LLC**, a West Virginia limited liability company, party of the first part, **Grantor**, does hereby bargain, sell, grant, and convey, with covenants of general warranty, unto \_\_\_\_\_ and \_\_\_\_\_, parties of the second part, **Grantees**, equally and jointly and, at their request, with the right of survivorship as provided by the laws of the State of West Virginia, all of the following described lots or parcels of real property, together with the improvements thereon and the appurtenances thereto, located and situate in Clinton District, Monongalia County, which lots or parcels are more particularly described as follows:

**HARVEST RIDGE: LOT NO. \_\_\_\_\_, PHASE NO. \_\_\_\_\_:**

All of Lot No. \_\_\_\_\_, Phase No. \_\_\_\_\_ of Harvest Ridge, as the same is shown, illustrated, and designated upon that plat of survey prepared by CTL Engineering of West Virginia, Inc., dated October 9, 2007, of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Map Cabinet No. 5, Envelope 8A.

Being a part of that same real property granted and conveyed to Enrout Properties, LLC, a West Virginia limited liability company, by deed dated January 17, 2007, from Adrian Enterprises LLC, a West Virginia limited liability company, and recorded in the Office of the Clerk of the Monongalia County Commission in Deed Book 1333, at Page 333, and by corrective deed dated January 30, 2007 from Adrian Enterprises LLC, of record in said Clerk's office in Deed Book 1334, at Page 72.

The Grantor hereby excepts and reserves for itself and its successors and assigns, and the property herein described and conveyed is expressly made subject to all easements and rights of way shown and illustrated on the above-referenced plat of survey.

The property herein described and conveyed is granted and conveyed by the Grantor to the Grantee(s) subject to all prior exceptions, reservations, covenants, restrictions, agreements, municipal zoning ordinances, land use regulations, assessments, charges, conditions, rights-of-way, easements, mineral severances, and limitations of use as have been imposed upon such property by the Grantor and its predecessors in title.

The property herein described and conveyed is granted and conveyed by the Grantor to the Grantee(s) subject to (i) the conditions, covenants, restrictions, exceptions, reservations, easements, rights of way, and any and all amendments and modifications thereof and supplements thereto of the Declaration of Common Interest Community for Harvest Ridge, of record in said Clerk's Office in Deed Book 1355, at Page 190, and a First Amendment thereto, of record in said Clerk's Office in Deed Book 1357, at Page 001, (ii) the terms and provisions of the articles of incorporation and bylaws of Harvest Ridge Home Owners Association, Inc. ("Association"), and any and all amendments and modifications thereof and supplements thereto, and (iii) any and all items and matters shown and illustrated on the plats of survey showing and illustrating Harvest Ridge, and any and all amendments, modifications, and revisions thereof and supplements thereto.

The Grantee(s), by acceptance, execution, acknowledgment, and recordation of this deed, acknowledge(s) and hereby declare(s) that copies of the Public Offering Statement for Harvest Ridge, Declaration, and articles of incorporation and bylaws of the Association, and any and all amendments and modifications thereof and supplements thereto, were received by the Grantee(s) at least fifteen (15) days prior to the execution of the purchase agreement with respect to the property herein described and conveyed and at least fifteen (15) days prior to the execution, acknowledgment, and delivery of this deed.

The Grantee(s), by acceptance, execution, acknowledgment, and recordation of this deed, hereby agree(s) (i) to comply with all of the provisions of the Declaration of Common Interest Community for Harvest Ridge and all amendments thereto, and articles of incorporation and bylaws of the Association, and any and all amendments and modifications thereof and supplements thereto, (ii) to abide by all of the rules and regulations adopted or promulgated by the Association, as amended from time to time, and (iii) to pay and acknowledge a continuing liability to pay all

assessments, charges, dues, fines and fees levied or assessed against the property herein described and conveyed and the Grantee(s) by the Association.

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).

There is excepted and reserved from the above conveyed real property, all of the oil, gas and hydrocarbons within and underlying said real property; however, the Grantor and/or assigns shall have no right of entry upon the surface of the above conveyed real property for the exploration, production, development or drilling for oil, gas and hydrocarbons, nor shall Grantor and/or assigns have the right of entry on the above conveyed real property for pipelines or other matters appurtenant to or associated with the ownership of the oil, gas and hydrocarbons.

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

Adrian Enterprises LLC  
Map 7, Parcel 55  
160.08 Sur Booths Creek  
Ticket No. 12481

Adrian Enterprises LLC  
Map 7, Parcel 55.1  
1.10 Sur Booths Creek  
Ticket No. 12482

**Declaration of Consideration or Value:** In accordance with and pursuant to the provisions of Chapter 11, Article 22, of the West Virginia Code, the undersigned hereby declare(s) that the total consideration paid for the property transferred by the document to which this declaration is appended is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**IN WITNESS WHEREOF,** Enrout Properties, LLC, a West Virginia limited liability company, has caused its name to be subscribed hereto by \_\_\_\_\_, its \_\_\_\_\_, by authority duly given:

**ENROUT PROPERTIES, LLC,**  
a West Virginia limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**IN WITNESS WHEREOF,** the Grantees have executed this deed as of the date first above written:

\_\_\_\_\_  
\_\_\_\_\_

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

I, \_\_\_\_\_, a notary public of said county, do certify that \_\_\_\_\_, a \_\_\_\_\_ of Enrout Properties, LLC, who signed the writing hereto annexed, bearing date as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008, have this day in my said county, before me, acknowledged the same to be the act and deed of said Enrout Properties, LLC, by authority duly given.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(NOTARIAL SEAL)

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, a notary public of said county, do certify that, \_\_\_\_\_, whose name is signed to the writing hereto annexed, bearing date as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008, has this day acknowledged the same before me in my said county.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(NOTARIAL SEAL)

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, a notary public of said county, do certify that, \_\_\_\_\_, whose name is signed to the writing hereto annexed, bearing date as of the \_\_\_\_ day of \_\_\_\_\_, 2008, has this day acknowledged the same before me in my said county.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2008.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(NOTARIAL SEAL)

This instrument was prepared by:  
Brian D. Gallagher, Esquire  
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PO Box 1616  
Morgantown, WV 26507-1616  
(Without Title Examination)