



25045 Northwestern Pike  
Romney, WV 26757  
304-822-4488 (O) 304-822-4658 (F)

### ITEMS TO CONVEY

Seller(s): MARY JO ELDER ESTATE

Date: 7-31-25

Property Address: 178 DUNN DR. FORT ASHBY, WV 26719

YES	NO		YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Alarm System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ceiling Fan(s) # <u>1</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	Window AC Unit(s) # _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stove – Electric	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Existing W/W Carpet
<input type="checkbox"/>	<input type="checkbox"/>	Stove – Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fireplace Screen Doors
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Refrigerator(s) # _____	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace Equipment
<input type="checkbox"/>	<input type="checkbox"/>	W/Ice Maker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Storm Doors
<input type="checkbox"/>	<input type="checkbox"/>	Built-In Microwave	<input type="checkbox"/>	<input type="checkbox"/>	Storm Windows
<input type="checkbox"/>	<input type="checkbox"/>	Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Draperies/Curtains
<input type="checkbox"/>	<input type="checkbox"/>	Cooktop	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drapery/Curtain Rods
<input type="checkbox"/>	<input type="checkbox"/>	Wall Oven(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shades/Blinds
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhaust Fan(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Screens
<input type="checkbox"/>	<input type="checkbox"/>	Freezer(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Central Vacuum
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washer	<input type="checkbox"/>	<input type="checkbox"/>	Intercom
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Garage Opener(s)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water Filter	<input type="checkbox"/>	<input type="checkbox"/>	W/Remote(s) # _____
<input type="checkbox"/>	<input type="checkbox"/>	Water Softener	<input type="checkbox"/>	<input type="checkbox"/>	Hot Tub Equip. & Cover
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Garbage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	Pool, Equipment & Cover
<input type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	Playground Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Dehumidifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Storage Shed(s) # _____
<input type="checkbox"/>	<input type="checkbox"/>	Satellite Dish	<input type="checkbox"/>	<input type="checkbox"/>	Wood Stove

#### ADDITIONAL INCLUSIONS:

CARPORT

#### ADDITIONAL EXCLUSIONS:

Judy L. Brodbeck 7/31/25  
Seller Date

Buyer Date

Seller Date

Buyer Date

## WEST VIRGINIA RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations.

The owner(s) has actual knowledge of the following latent defects: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner Judy L Brodhead Date 7/31/25

Owner \_\_\_\_\_ Date \_\_\_\_\_

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

**Disclosure of Information on  
Lead-Based Paint and/or Lead-Based Paint Hazards  
SALES**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (*Check (i) or (ii) below*):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (*explain*).

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(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to seller (Check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (*list documents below*).

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(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (*initial*)**

(c) ☐ Purchaser has received copies of all information listed above.

(d) ☐ Purchaser has received the pamphlet ***Protect Your Family From Lead in Your Home***.

(e) ☐ Purchaser has (*check (i) or (ii) below*):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards: or

(ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (*initial*)**

(f) STK Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The Following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Judy L. Brodbeck  
SELLER

7/31/25  
DATE

SELLER

DATE

PURCHASER

STK. Mto  
AGENT

DATE

7-31-25  
DATE

PURCHASER

AGENT

DATE

DATE

RESTRICTIVE COVENANTS AND CONDITIONS RELATING  
TO DOWDEN ADDITION, SECTION C  
FORT ASHBY, WEST VIRGINIA

THE UNDERSIGNED, JAMES W. DOWDEN, SINGLE, BEING THE FEE SIMPLE OWNER OF DOWDEN ADDITION, SECTION C, DOES HEREBY MAKE THE FOLLOWING DECLARATION AS TO LIMITATIONS, RESTRICTIONS AND USES TO WHICH THE LOTS AND TRACTS CONSTITUTING SAID SECTION MAY BE PLACED, HEREBY SPECIFYING THAT SAID DECLARATIONS SHALL CONSTITUTE COVENANTS TO RUN WITH THE LAND AS PROVIDED BY LAW, AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER HIM, AND FOR THE BENEFIT OF AND AS LIMITATIONS UPON ALL FUTURE OWNERS IN SAID SECTION, THIS DECLARATION OF RESTRICTIONS BEING DESIGNED FOR THE PURPOSE OF KEEPING SAID SECTION DESIRABLE, UNIFORM AND SUITABLE IN DESIGN AND USE AS HEREIN SPECIFIED:

1. ALL AND EACH OF THE RESTRICTIONS HEREIN CONTAINED SHALL BE PERPETUAL AND SHALL APPLY TO AND BE FOREVER BINDING UPON THE GRANTEE, HIS HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS OF EACH OF THE LOTS AND TRACTS CONTAINED IN SAID SECTION FOR THE BENEFIT FOR SAID SECTION.
2. THE LAND HEREBY CONVEYED IS RESTRICTED TO RESIDENTIAL USE ONLY, AND NO COMMERCIAL, INDUSTRIAL OR MANUFACTURING BUSINESS, BUILDING OR ENTERPRISE, SHALL BE ERECTED, MAINTAINED OR OPERATED UPON SAID LAND.
3. THERE WILL BE NO SHEEP, GOATS, SWINE, KINE OR FOWL KEPT OR MAINTAINED UPON SAID LAND. OTHER DOMESTIC ANIMALS OR PETS MAY BE KEPT AND MAINTAINED UPON SAID LANDS, BUT SHALL BE KEPT AND MAINTAINED

WITHIN THE BOUNDARIES OF THE OWNERS OF SAID LANDS. SUCH OTHER DOMESTIC ANIMALS OR PETS ARE PERMITTED TO USE THE COMMON RIGHTS OF WAY OVER THE TRACTS OF LAND OF WHICH THIS IS A PART WHEN UNDER THE CONTROL OF SOME PERSON.

4. ALL BUILDINGS AND STRUCTURES ERECTED UPON SAID LAND SHALL BE UPON A SOLID FOUNDATION, (POURED CONCRETE, CONCRETE BLOCK, OR SOLID STONE), AND SHALL BE CONSTRUCTED OF GOOD FINISHED MATERIALS AND CONSTRUCTED IN A GOOD AND WORKMANSHIP LIKE MANNER. TARPAPER, ROLLED SIDING, AND CONCRETE BLOCK ARE ESPECIALLY AGREED NOT TO BE CONSIDERED AS FINISHED MATERIALS.
5. EVERY BUILDING ERECTED UPON SAID PREMISES AND THE EXTERIORS OF THE SAME, INCLUDING THE ROOF AND THE PAINTING OF SAID STRUCTURE SHALL BE COMPLETED WITHIN SIX (6) MONTHS AFTER THE COMMENCEMENT OF CONSTRUCTION.
6. NO STRUCTURE SHALL BE ERECTED, CONSTRUCTED OR MAINTAINED UPON ANY LOT OR PART OF LOT IN THIS SECTION WITHIN TEN (10) FEET OF THE SIDE LINES OR REAR BOUNDARY LINES OF SAID LOT OR WITHIN FORTY (40) FEET FROM THE FRONT OR STREET LINE OF SAID LOT. FOR THE PURPOSE OF THIS RESTRICTION, COVERED PATIOS, PIAZZOS, AS WELL AS EAVES OF BUILDINGS, PORTICOS, STOOPS AND PORCHES SHALL BE CONSIDERED A STRUCTURE.
7. NO HOUSE TRAILER, MOBILE HOME, BASEMENT

DWELLING OR SIMILAR PLACES OF RESIDENCE SHALL BE CONSTRUCTED, PLACED OR MAINTAINED UPON SAID SECTION OR ANY PART THEREOF, AND ALL CONSTRUCTIONS MUST BE EQUAL OR EXCEED THE FEDERAL HOUSING ADMINISTRATION'S STANDARDS. THE FRONT FACE OF EACH HOME SHALL BE PARTIALLY OR COMPLETELY BRICKED, OR STONED, AND THE SIDES AND BACK OF EACH HOME SHALL BE COMPLETELY BRICKED OR STONED.

8. NO MULTIPLE FAMILY DWELLING OR DWELLING DESIGNED FOR THE USE OF MORE THAN ONE (1) FAMILY SHALL BE CONSTRUCTED UPON ANY OF THE LAND COVERED BY THIS RESTRICTION. NOT MORE THAN ONE (1) DWELLING SHALL BE CONSTRUCTED UPON ANY ONE (1) LOT.
9. TRASH AND REFUSE SHALL NOT BE ALLOWED TO ACCUMULATE ON THE LANDS COVERED BY THESE RESTRICTIONS AND NO JUNK, JUNKED VEHICLES, OR PARTS THEREOF, OR VEHICLES NOT IN CURRENT USE SHALL BE KEPT OR STORED THEREON. ALL GARBAGE SHALL BE KEPT IN INSECT AND RODENT PROOF RECEPTACLES AND REMOVED AND DISPOSED OF AT LEAST EVERY FOURTEEN (14) DAYS.
10. SINCE SAID ADDITION IS SERVICED BY THE FORT ASHBY PUBLIC SERVICE DISTRICT, NO CESSPOOLS, SEPTIC TANKS, OR OTHER SEWAGE DISPOSAL SYSTEMS SHALL BE KEPT OR MAINTAINED UPON ANY OF THE LOTS SOLD FROM SAID ADDITION.

11. NO FENCE, OF ANY KIND, SHALL BE ERECTED, CONSTRUCTED OR MAINTAINED UPON ANY LOT IN SAID SECTION WITHIN THE AREA BETWEEN THE FRONT OR STREET LINE OF A LOT AND THE BACK CORNERS OF THE HOME ON THE LOT.
12. ANY LOT SOLD BY THE UNDERSIGNED AND UPON WHICH NO HOME HAS BEEN CONSTRUCTED, SHALL BE MOWED OF GRASS AND VEGETATION AT LEAST TWICE DURING A CALENDAR YEAR, OR THE UNDERSIGNED SHALL CAUSE SUCH TO BE MOWED AT THE COST AND EXPENSE OF THE OWNER THEREOF.
13. NO CULVERT SHALL BE ERECTED, CONSTRUCTED, INSTALLED OR MAINTAINED FOR A DRIVEWAY EXTENDING FROM A LOT TO A STREET IN SAID SECTION.
14. ALL UTILITY LINES WITHIN SAID SECTION SHALL BE LOCATED UNDERGROUND.

IT IS FURTHER COVENANTED THAT THE UNDERSIGNED, AS SOON AS Thirty ( 30 ) OF THE LOTS IN SAID SECTION HAVE BEEN SOLD, SHALL CAUSE TO BE FORMED A MUTUAL NON-PROFIT CORPORATION UNDER THE LAWS OF THE STATE OF WEST VIRGINIA IN WHICH THE PURCHASER OF EACH LOT IN SAID SECTION, BY THE ACCEPTANCE OF A DEED THEREFOR, AGREES TO BECOME, AND SHALL BE A MEMBER, AND MEMBERSHIP IN WHICH SHALL BE LIMITED TO THE PURCHASERS OR OWNERS OF LOTS IN SAID SECTION. THE ARTICLES OF INCORPORATION SHALL SPECIFY, AMONG THE PURPOSES AND DUTIES OF SAID CORPORATION, THE ENFORCEMENT OF ALL OF THE RESTRICTIONS, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE MAINTENANCE, PRESERVATION AND IMPROVEMENT OF SAID PROPERTIES, THE MAINTENANCE OF SAID SECTION AND EVERY PART THEREOF IN A CLEAN AND SANITARY CONDITION, SO FAR AS IT MAY LAWFULLY ACT, THE OWNERSHIP OF THE

ASSESSMENT AGAINST THE SEVERAL OWNERS IN ORDER TO INSURE REASON-  
ABLE AND PROPER MAINTENANCE OF THE STREETS AND SIDEWALKS, IF ANY  
AND THE TRANSACTION OF SUCH OTHER BUSINESS AS MAY BE PERMITTED  
BY LAW. SAID ARTICLES OF INCORPORATION SHALL ALSO PROVIDE THAT  
EACH PURCHASER OR OWNER OF A LOT IN SAID SECTION SHALL BE  
ENTITLED TO ONE (1) VOTE FOR EACH LOT PURCHASED OR OWNED BY HIM  
OR HER. THE UNDERSIGNED SHALL BE ENTITLED TO, AND OBLIGATED TO  
ACCEPT, MEMBERSHIP IN SAID CORPORATION, AND SHALL HAVE THE  
BENEFIT AND BEAR THE BURDENS OF SUCH MEMBERSHIP WITH RESPECT TO  
THE UNSOLD LOTS IN SAID SECTION. THE UNDERSIGNED FURTHER AGREES  
THAT UPON THE ORGAINZATION OF SAID CORPORATION HE WILL CONVEY TO  
SAID CORPORATION ALL HIS RIGHT, INTEREST AND TITLE HE MAY HAVE IN  
THE STREETS AND ROADWAYS IN SAID SECTION, SUBJECT ONLY TO EASE-  
MENTS FOR WATER, SEWAGE, TELEPHONE, ELECTRIC AND CABLE TELEVISION.

THE UNDERSIGNED RESERVES THE RIGHT TO ADD ADDITIONAL  
SECTIONS TO SAID ADDITION WITH THE SAME OR SIMILAR COVENANTS AND  
CONDITIONS.

WITNESS THE FOLLOWING SIGNATURE AND SEAL THIS 29<sup>th</sup> DAY OF  
JUNE, 1983.

James W. Dowden (SEAL)  
JAMES W. DOWDEN

STATE OF WEST VIRGINIA

COUNTY OF MINERAL, TO WIT:

I, Leonard R. Esau, A NOTARY PUBLIC IN AND FOR  
THE COUNTY AND STATE AFORESAID, DO CERTIFY THAT JAMES W. DOWDEN,  
WHOSE NAME IS SIGNED TO THE FOREGOING WRITING BEARING DATE THE  
29<sup>th</sup> DAY OF JUNE, 1983, HAS THIS DAY ACKNOWLEDGED THE SAME BEFORE  
ME IN MY SAID COUNTY AND STATE.

GIVEN UNDER MY HAND THIS 13<sup>th</sup> DAY OF July, 1983.

Leonard R. Esau  
NOTARY PUBLIC

MY COMMISSION EXPIRES: January 13, 1987

THIS INSTRUMENT WAS PREPARED BY  
JOHN I. ROGERS, II



Mineral Parcel Viewer



App State

Click to restore the map extent and layers visibility where you left off.

## NOTICE OF AGENCY RELATIONSHIP



When working with a real estate licensee in buying, selling, or leasing real estate, West Virginia Law requires that you be informed of whom the licensee is representing in the transaction. The licensee may represent the seller/lessor, the buyer/lessee, or both. The party represented by the licensee is known as the licensee's principal and as such, the licensee owes the principal the duty of utmost care, integrity, honesty, and loyalty.

Regardless of whom they represent, the licensee has the following duties to all consumers in any transaction:

- Diligent exercise of reasonable skill and care in the performance of the licensee's duties.
- A duty of honest and fair dealing and good faith.
- Must offer all property without regard to race, religion, color, national origin, ancestry, sex, age, blindness, or disability.
- Must promptly present all written offers to the owner.
- Provide a true, legible copy of every contract to each person signing the contract.

The licensee is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

Should you desire to have a real estate licensee represent you as your agent, you should enter into a written contract that clearly establishes the obligations of both parties. If you have any questions about the roles and responsibilities of a real estate licensee, the licensee can provide more information upon your request.

In compliance with the West Virginia Real Estate License Act, all parties are hereby notified that:

SHAUN KNOTTS (printed name of licensee), affiliated with  
West Virginia Land & Home Realty (brokerage name), is acting as the agent of:

- ☒ The Seller/Lessor ☐ The Buyer/Lessee
- ☐ The Seller/Lessor as a Designated Dual Agent ☐ The Buyer/Lessee as Designated Dual Agent
- ☐ The undersigned Seller/Lessor is unrepresented. ☐ The undersigned Buyer/Lessee is unrepresented.
- ☐ Both the Seller/Lessor and Buyer/Lessee, as a Limited Dual Agent

### CERTIFICATION

By signing below, the parties certify that they have read and understand the information contained in this disclosure and have been provided with signed copies prior to signing any contract.

<u>Judy L Brodbeck</u>	<u>7/31/25</u>		
<small>Seller/Lessor</small>	<small>Date</small>	<small>Buyer/Lessee</small>	<small>Date</small>
<small>Seller/Lessor</small>	<small>Date</small>	<small>Buyer/Lessee</small>	<small>Date</small>
<small>Seller/Lessor</small>	<small>Date</small>	<small>Buyer/Lessee</small>	<small>Date</small>

I hereby certify that I have provided the above-named individuals with a copy of this form prior to signing any contract.

Licensee's Signature SLK Date 7-31-25

Licensee's Signature \_\_\_\_\_ Date \_\_\_\_\_



**West Virginia**  
Real Estate Commission

300 Capitol Street  
Charleston, WV 25301  
(304) 558-3555  
<http://rec.wv.gov>

