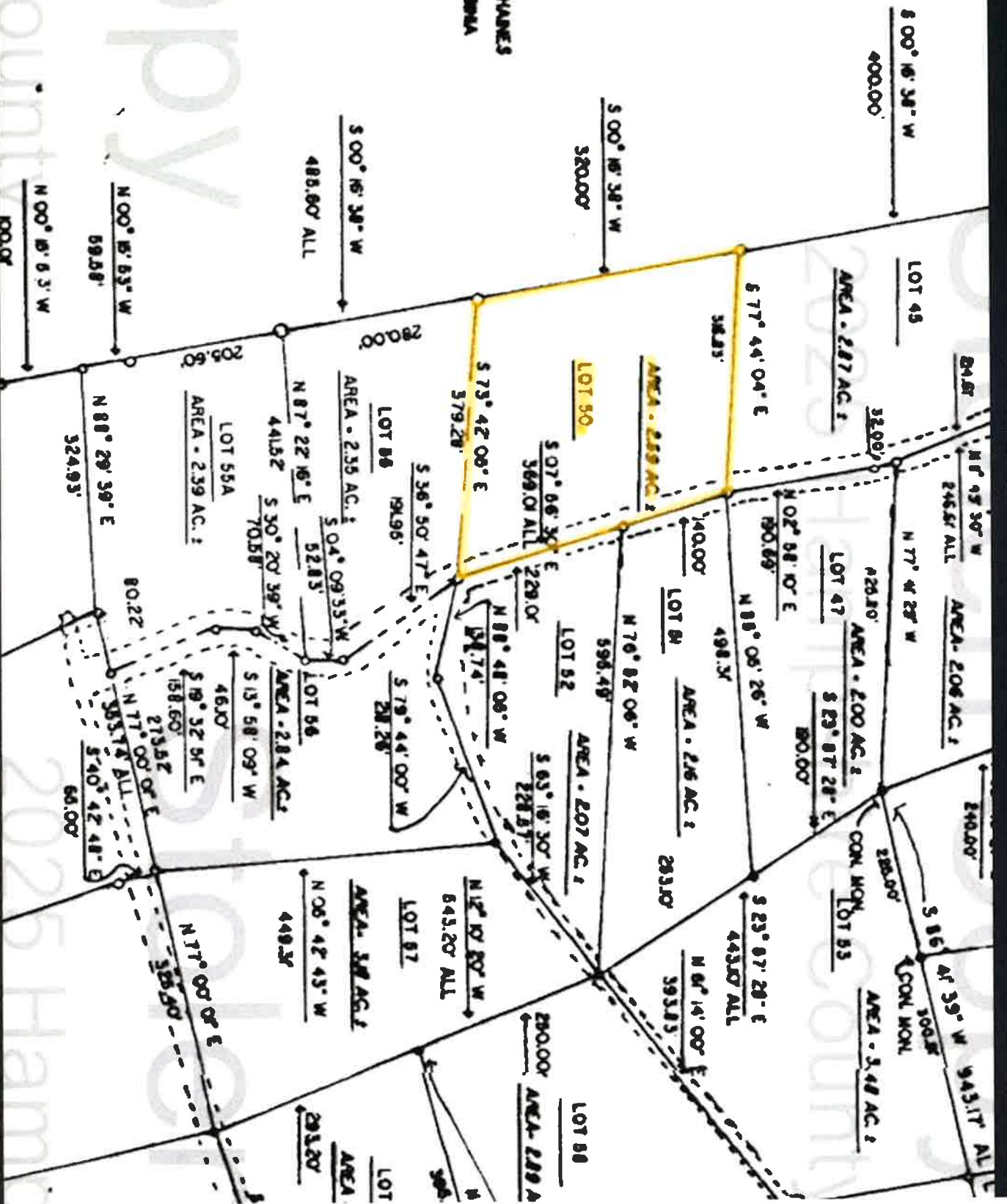


ANN-POE CORP. & W.L. HANES
ASSOC., INC., WEST VIRGINIA
CORPORATIONS
DB 899 P.G. 287
SEE DB 893 P.G. 311
SEE DB 897 P.G. 129
SEE DB 97 P.G. 428



MOUNTAIN VIEW ESTATES

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DECLARATION OF PROTECTIVE COVENANTS AND USE RESTRICTIONS

1. Lots may be used only for single family residential purposes. No dwelling may be constructed or maintained on any lot with a ground floor area of less than 480 square feet, exclusive of porches and garages.
2. Any building constructed of wood must have at least two coats of paint, varnish or stain unless the wood is of self sealing nature such as redwood or cedar.
3. Any garage, outbuilding, or storage shed must conform in general appearance to the dwelling.
4. There shall be no house trailers or mobile homes. Travel trailers, motor homes, camping trailers shall be permitted on premises temporarily for weekend use or for vacations and hunting seasons, for no longer than 180 days during one year.
5. No building may be constructed within forty (40) feet from center of road which it faces nor closer than 20 feet from any one side of lot.
6. All buildings and dwellings shall be of substantial building construction. All exterior construction must be completed within eight (8) months from the date of the beginning of construction. No temporary shacks, trailers or basements shall be used as a resident.
7. All material used for exterior walls of dwellings or buildings shall be of brick, stone, aluminum, masonite, redwood or wood siding. No composition asphalt siding or shingles shall be used. All roofs shall be at least 4 x 12 pitch.
8. Premises shall be maintained in a neat and orderly appearance at all times.
9. There shall be no open discharge of sewage or water. All water and sewage to be disposed of as directed by WV Health Department.
10. No right-of-way, or easement shall be granted or created upon or across owners acreage except for public utilities.
11. Culverts must be used in all driveways leading from subdivision roads and must be at least twelve (12) inches in diameter and nothing less than twenty (20) feet in length.
12. Garbage and trash disposal shall be the responsibility of the landowner.
13. No junk cars or abandoned vehicles to be parked on property.
14. No noxious or offensive trade or activity shall be carried on any lot or right-of-way, nor shall anything be done thereon which may be or become an annoyance or nuisance to the property owner's.
15. No livestock shall be allowed on any lots except house pets.
16. The Grantees are to pay \$50.00 per year for the maintenance of roads and any facilities dedicated to lot owners in common.
17. The discharge of firearms is strictly prohibited within five hundred (500) feet of any improvement, cabin or living area on any lot within said subdivision.

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18. No sign of any kind larger than one square foot shall be displayed on any lot, except temporary signs in connection with the construction, lease or sale of buildings of lots, except road name and directional signs.
 19. The use of any motorcycles or motor vehicles without proper noise abatement and equipment is prohibited within subdivision.
 20. The Grantors reserve unto themselves, their assigns, and successors, the right to erect and maintain utility poles such as telephone and electric power poles, conduits, equipment, sewer, gas and water lines, or to grant easements or right-of-way therefore, with the right of ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land fifteen (15) feet wide at any point along the side, rear or front lines of any said lots, or within forty (40) feet from the center of any roads and right-of-way.
 21. Refusal to pay road maintenance fees will create the right for the Grantors or any successors to place a lien against the subject real estate and the unpaid fees will accrue interest at the highest rate permitted by law.

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be it remembered that on the 23rd day of July, 1987, at 11:31 A. M., this Deed was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

Attest

Nancy C. Feller Clerk
County Commission, Hampshire County, W. Va.

2010-01-01 2010-01-01 2010-01-01 2010-01-01 2010-01-01 2010-01-01 2010-01-01 2010-01-01 2010-01-01 2010-01-01

Eric W. Strite
HAMPSHIRE County 09:42:05 AM
Instrument No 160569
Date Recorded 10/24/2014
Document Type CRR
Pages Recorded 2
Book Page 524-473
Recording Fee \$5.00
Additional \$6.00

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	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px; font-size: 0.8em;">Signed by:</div> <div style="flex-grow: 1;"> <i>Andrew F. Fadeley</i> </div> </div> <div style="display: flex; align-items: center; margin-top: 2px;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px; font-size: 0.8em;">4228838F9098449...</div> <div style="border: 1px solid black; padding: 2px; margin-right: 5px; font-size: 0.8em;">Signed by:</div> <div style="flex-grow: 1;"> <i>Vickie L. Fadeley</i> </div> </div>	Date <u>11/24/2025</u>
Owner	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px; font-size: 0.8em;">4228838F9098449...</div> <div style="border: 1px solid black; padding: 2px; margin-right: 5px; font-size: 0.8em;">Signed by:</div> <div style="flex-grow: 1;"> <i>Vickie L. Fadeley</i> </div> </div>	Date <u>11/24/2025</u>

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 _____

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:

Keenan Shults (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>Andrew F. Fadeley</u>	11/24/2025		
<small>Seller/Lessor</small>	<small>Date</small>	<small>Buyer/Lessee</small>	<small>Date</small>
<u>Vickie L. Fadeley</u>	11/24/2025		
<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 [Signature] Date 11-21-25

Licensee's Signature _____ Date _____



West Virginia
 Real Estate Commission

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

