



784 MOUNTAIN VIEW ESTATES

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.

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 21st day of October, 1985, at 2:30 P 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. Folger
 County Commission, Hampshire County, W. Va.

CASTO & HARRIS INC., SPENCER, W. VA. RC-ORDER NO 86562-C

THIS DEED, made and entered into this 5 day of April, 2021, by and between ALLAN KROAT, TRUSTEE OF THE ALLAN AND JANINE KROAT PROPERTY TRUST DATED MARCH 26, 2012 and JANINE KROAT, TRUSTEE OF THE ALLAN AND JANINE KROAT PROPERTY TRUST DATED MARCH 26, 2012, parties of the first part, hereinafter referred to as Grantors, and DAVID C. CULLISON, party of the second part, hereinafter referred to as Grantee.

WITNESSETH: That for and in consideration of the sum of FIVE and 00/100 Dollars (\$5.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said Grantors do hereby grant, bargain, sell and convey, and by these presents have granted, bargained, sold and conveyed unto the Grantee, in fee simple, with covenants of general warranty, that certain lot or parcel of real estate, with the improvements and appurtenances thereunto belonging, situate in the Sherman District, Hampshire County, West Virginia, and more particularly described as follows:

All those four (4) certain tracts or parcels of real estate, known and designated as Lots Nos. Sixty-three (63), Sixty-Four (64), Sixty-Five (65), and Sixty-Six (66), of Mountain View Estates Subdivision, situate in Sherman District, Hampshire County, West Virginia, containing 32.98 acres, more or less, as surveyed by K. F. Snyder and Associates, Licensed Land Surveyor, dated August, 1984, of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Map Book 4, at Page ____.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

Beginning at the intersection of two roads in the Northern portion of Lot 66, thence with the north boundary line of said Lot 66. N 83 degrees 19 minutes 59 seconds east, 269.05 feet, to the east boundary of Mt. View Estates, thence with said boundary S 15 degrees 15 minutes 19 seconds east, 546.57 feet, to the center of a 40 foot right of way, thence with said right of way the following calls: N 41 degrees 38 minutes 32 seconds west, 121.51 feet, N 18 degrees 22 minutes 51 seconds west, 150.70 feet, N 33 degrees 12 minutes 00 seconds west, 176.71 feet, N 58 degrees 24 minutes 50 seconds west, 218.37 feet, to the beginning containing 1.19 acres, more or less, as surveyed by K.F. Snyder & Associates in May, 1989.

AND BEING part of the same real estate which was conveyed to Allan Kroat and Janine Kroat, as Trustees of the Allan and Janine Kroat Property Trust dated March 26, 2012, by deed recorded July 20, 2012, from Allan C. Kroat and Janine M. Kroat, and recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 508, at Page 128.

This conveyance is made subject to and together with any and all covenants, conditions, agreements, easements, rights, rights-of-way and/or restrictions of record and in existence, including, but not limited to those in Deed Book 280, at Page 780..



The aforesaid property is conveyed by the parties of the first part ("Trustees") in accordance with the terms of Allan and Janine Kroat Property Trust dated March 26, 2012 ("Trust Agreement"), to which reference is hereby made. Among the powers granted to the Trustees herein in the aforesaid Trust Agreement are the following:

7. Our Trustees under our Trust Agreement are authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in our Trust name.

DECLARATION OF CONSIDERATION OR VALUE

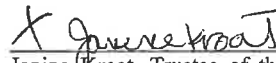
Under the penalties of fine and imprisonment as provided by law, the undersigned Grantors hereby declare that the total consideration for the property transferred by the document to which this declaration is appended is \$127,500.00.

The undersigned Grantors further declare under the penalties of perjury that the above referenced transaction is subject to withholding tax as set forth under West Virginia Code §11-21-71b.

WITNESS the following signatures.



Allan Kroat, Trustee of the Allan and Janine Kroat Property Trust dated March 26, 2012



Janine Kroat, Trustee of the Allan and Janine Kroat Property Trust dated March 26, 2012

STATE OF WEST VIRGINIA
COUNTY OF BERKELEY, to-wit:

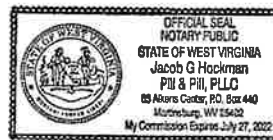
The foregoing instrument was acknowledged before me this 5 day of April, 2021, by Allan Kroat and Janine Kroat, as Trustees of the Allan and Janine Kroat Property Trust dated March 26, 2012.


Notary Public

My commission expires:

July 27, 2022

THIS DEED PREPARED BY:
Matthew R. Leonard, Esquire (12897)
PILL & PILL, PLLC
P.O. Box 440, 85 Aikens Center,
Martinsburg, West Virginia 25405



AFTER RECORDING, PLEASE RETURN TO:
David C. Cullison
287 Drewery Lane
Falling Waters, WV 25419

MRL/82332/Cullison



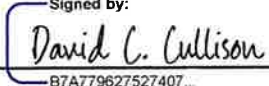
Hamshire County
Eric W. Strite, Clerk
Instrument 208417
06/13/2021 @ 01:08:23 PM
DEED
Book 574 @ Page 52
Pages Recorded 2
Recording Cost \$
Transfer Tax \$
Firm Land Tax \$
46.00
701.25
280.50

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  Signed by: David C. Cullison Date 8/4/2026
B7A779627527407...
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 _____

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:

Keem Shultz (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>David C. Cullison</u>	<u>8/4/2026</u>		
Seller/Lessor	Date	Buyer/Lessee	Date
Seller/Lessor	Date	Buyer/Lessee	Date
Seller/Lessor	Date	Buyer/Lessee	Date

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 8-4-26

Licensee's Signature _____ Date _____



West Virginia
Real Estate Commission

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

