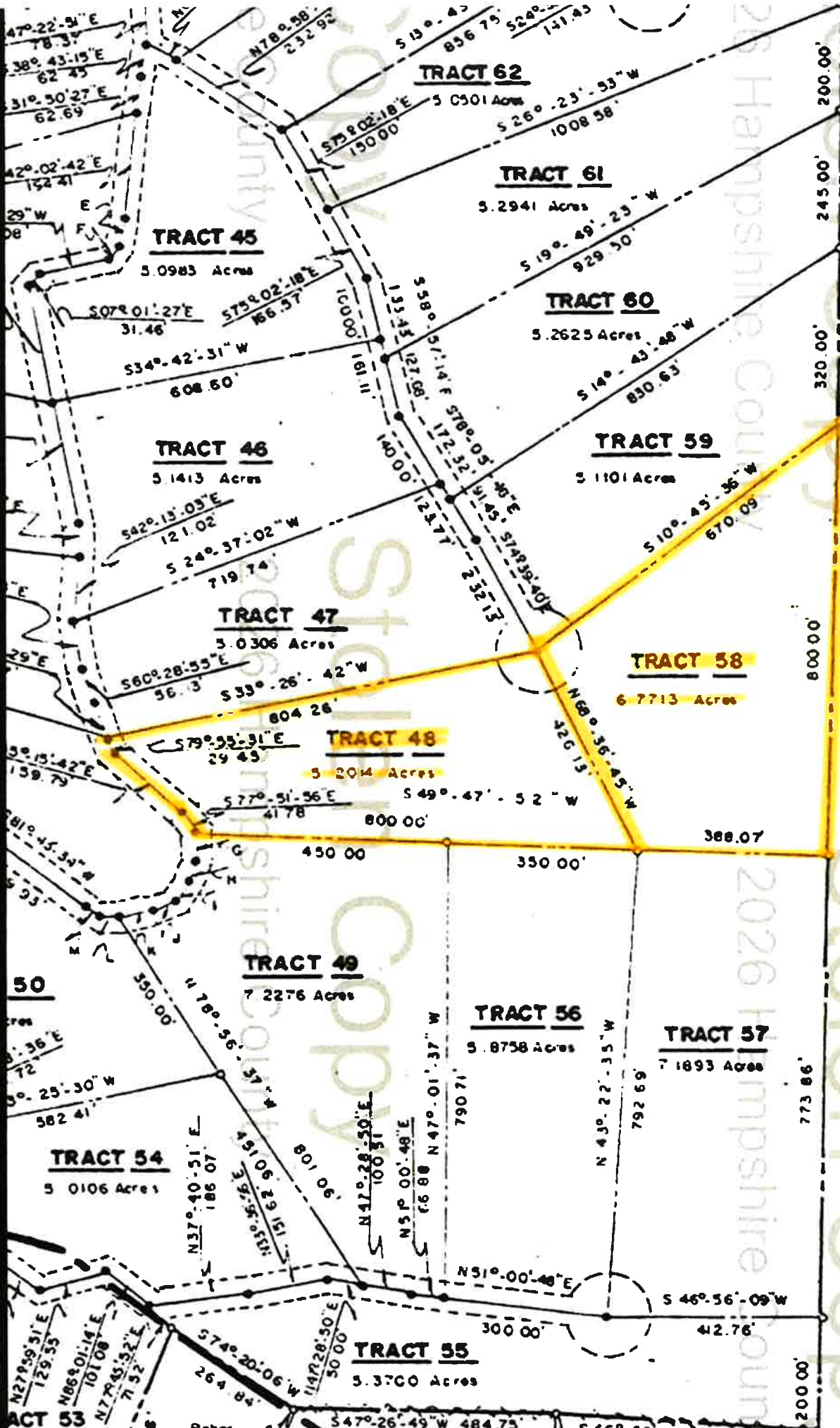






# Delray Heights Restrictions & Mineral Reservation

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The real estate herein conveyed shall be subject to the following restrictions:

1. The grantors reserve unto themselves, their successors or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines or to grant easements or rights of way therefore, with the right of ingress and egress for the purpose of erection 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 the road right of way. Such right of way for utility lines may be utilized by the grantees in the use of their lot.

2. Lots shall be used for residential purposes only and no dwelling shall be less than 560 square feet, if mobile home is used, it shall be made permanent, with sides skirted.

3. If garage or storage shed is built, it shall conform in general appearance with the dwelling.

4. No buildings or dwellings shall be constructed within fifty (50) feet from the side of the lot or road.

5. Garbage and trash containers must be kept covered at all times and premises shall be maintained in a neat and orderly manner.

6. A Road Maintenance Fee of Thirty (\$30.00) Dollars, per year, will be charged payable to the Land Owners Committee.

7. No trucks, old cars or unsightly vehicles of any type or description may be left abandoned on said tracts.

The grantees herein shall be responsible for the taxes upon said real estate for the calendar year 1992, although the same has already been assessed in the name of the grantor as of July 1, 1991.

There is conveyed with this property a right of way as shown on the plat of Delray Heights Subdivision, which right of way is fifty (50) feet wide, with twenty-five (25) feet thereof being within the bounds of the tract herein conveyed, and there is also reserved said right of way as an open road across part of the tract herein conveyed for the use and benefit of the grantees, grantor, their successors or assigns, or other tract owners who have the right to use the same; it being understood that the present roadway is located within the bounds of the fifty (50) foot right of way as shown on said plat.

INASMUCH as the grantor has executed an Oil and Gas Lease on all of her land with B. G. Caves, Oklahoma City, Oklahoma, which Oil and Gas Lease has been assigned to Amoco Production Company of Houston, Texas, by Assignment dated the 4th day of May, 1979. However, this conveyance is subject to the

existing Oil and Gas Lease and the Grantor herein expressly reserves all minerals and mineral rights and royalties therefrom.

It is the purpose and intention of this deed, and it is hereby accepted by the grantees herein, that this property is conveyed unto them with rights of survivorship, that is, if the said Richard Spencer should die before Richard Cody Spencer, then the entire estate in fee simple shall be and become the sole property of the said Richard Cody Spencer, and if the said Richard Cody Spencer should die before Richard Spencer, then the entire estate in fee simple shall be and become the sole property of the said Richard Spencer.

TO HAVE AND TO HOLD the real estate herein conveyed, together with all improvements, easements and appurtenances thereunto belonging, subject, however, to the reservation of all minerals, mineral rights and royalties therefrom unto Richard Spencer and Richard Cody Spencer, as joint tenants with rights of survivorship, in fee simple.

WITNESS the following signature and seal:

Willetta Cooper (SEAL)  
WILETTA COOPER

STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, TO WIT:

I, Darlene M. Saville, a Notary Public within and for the county and state aforesaid, do hereby certify that Willetta Cooper, widow, whose name is signed to the foregoing and annexed writing bearing date of the 20th day of October, 1992, has this day acknowledged the same before me in my said county.

Given under my hand this 28<sup>th</sup> day of October, 1992.

My Commission expires June 7, 1993

Darlene M. Saville  
NOTARY PUBLIC

The above deed was prepared without title examination or report by:  
Ralph W. Haines, Attorney  
Romney, WV 26757

ALFRED W. HAINES  
ATTORNEY AT LAW  
ROMNEY, W. VA.  
26757



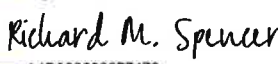
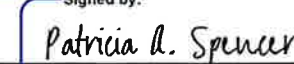
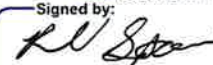
**WEST VIRGINIA RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

**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: \_\_\_\_\_

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

|                                                                                                                                                       |                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <small>Signed by:</small><br><br><small>A4D822692277472</small>    | <small>Date</small> <u>10/10/2026</u> |
| <b>Owner</b> _____                                                                                                                                    |                                       |
| <small>Signed by:</small><br><br><small>369BC3B55F1C480...</small> | <small>Date</small> <u>10/10/2026</u> |
| <b>Owner</b> _____                                                                                                                                    |                                       |
| <small>Signed by:</small><br><br><small>FE4D725C3AA74F5...</small> | <small>Date</small> <u>10/9/2026</u>  |
| <b>Purchaser</b> _____                                                                                                                                |                                       |

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 Sturholtz (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.

Richard M. Spencer

10/10/2026

Signed by: Seller/Lessor

Date

Buyer/Lessee

Date

Patricia A. Spencer

10/10/2026

Signed by: Seller/Lessor

Date

Buyer/Lessee

Date

[Signature]

10/9/2026

Signed by: 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 10-7-26

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

Date \_\_\_\_\_



**West Virginia**  
Real Estate Commission

300 Capitol Street  
Charleston, WV 25301  
(304) 558-3555

<http://rec.wv.gov>

