

NOTICE OF AGENCY RELATIONSHIP

When working with a real estate agent in buying or selling real estate West Virginia Law requires that you be informed of whom the agent is representing in the transaction.

The agent may represent the seller, the buyer, or both. The party represented by the agent is known as the agent's principal and as such, the agent owes the principal the duty of utmost care, integrity, honesty and loyalty.

Regardless of whom they represent, the agent has the following duties to both the buyer and the seller in any transaction:

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

The agent 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.

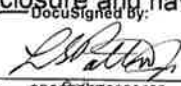
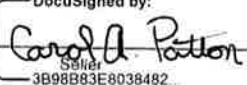
Should you desire to have a real estate agent represent you as your agent, you should enter into a written contract that clearly establishes the obligations of both parties. If you have any questions about the roles and responsibilities of a real estate agent, they can provide information upon your request.

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

(printed name of agent) SHAWN KNOTTS, affiliated with

(firm name) WV LAND & HOME REALTY, is acting as agent of:

- The Seller, as listing agent or subagent. The Buyer, as the buyer's agent.
 Both the Seller and Buyer, with the full knowledge and consent of both parties.

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.			
<small>DocuSigned by:</small> 	4/11/2024	<small>Date</small>	<small>Buyer</small>
<small>3B98B83E8038482</small>			<small>Date</small>
<small>DocuSigned by:</small> 	4/11/2024	<small>Date</small>	<small>Buyer</small>
<small>3B98B83E8038482</small>			<small>Date</small>
<small>Seller</small>	<small>Date</small>	<small>Buyer</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.

Agent's Signature SWT. 1066

Date 4-11-24

WV Real Estate Commission
300 Capitol Street, Suite 400
Charleston, WV 25301
304.558.3555
<http://rec.wv.gov>

This form has been promulgated by the WVREC for required use by all West Virginia real estate licensees.



Hardy County Parcel Viewer

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PLAT OF SURVEY FOR JOSEPH ZIRK, BRENT BOBO & LESLIE BROOKS

Moorefield District, Hardy County, WV
Tax Map 184 Parcel 45

- Tract "2" = 8.01 Acres
 - Tract "3" = 8.00 Acres
 - Tract "4" = 4.64 Acres
 - Tract "5" = 4.63 Acres
 - Tract "6" = 4.63 Acres
 - Tract "7" = 8.02 Acres
- Road Area = 1.29 Acres

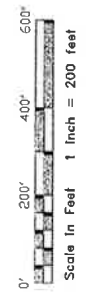
BEING THE SAME LAND THAT DELMAS R. AND VIRGINIA M. HOSE CONVEYED TO JOSEPH C. ZIRK, BRENT S. BOBO AND LESLIE F. BROOKS BY DEED DATED APRIL 20, 2006 AS RECORDED IN THE OFFICE OF THE CLERK OF HARDY COUNTY, WV IN DEED BOOK 291 AT PAGE 595.

SURVEYED IN JAN.-FEB. 2007 BY JOPLING LAND SURVEYING OF OLD FIELDS, WV.
PLAT DRAWN FEBRUARY 7, 2007



SIGNED: DAVID W. JOPLING, S.V.S. #2823

Bearings are magnetic
January 2006

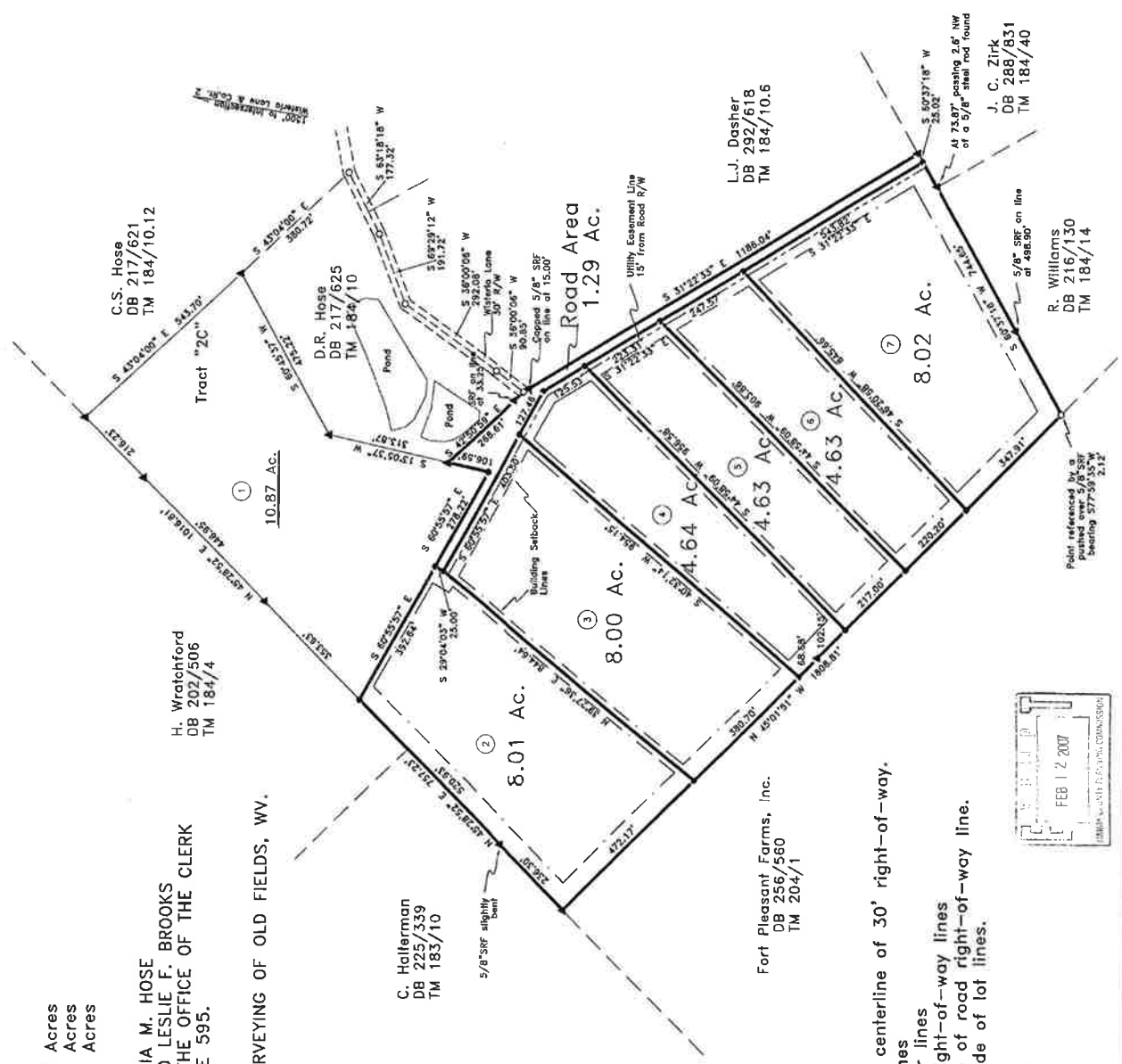


LEGEND

- = SRS, Capped 5/8" X 30" steel rod set
- ▲ = SRF, Capped 5/8" steel rod found
- = point in center of existing road
- ⊕ = Utility Pole
- ⊙ = Iron Pipe found as noted
- ◆ = Fence post as noted
- = adjoining boundary line
- = Subject boundary line

Fence lines may not be on property line.
Existing centerline of Wisteria Lane may not follow centerline of 30' right-of-way.
Building Setback Distances:
15 feet from side lines
50 feet from exterior lines
40 feet from road right-of-way lines

15' wide utility easement runs along southwest side of road right-of-way line.
Also, a 5' wide utility easement runs along each side of lot lines.



This document presented and filed:
02/12/07 03:24:59 PM
Gregory L. Ely, Hardy County, WV
Transfer Tax \$2.00

BK 298 PG 552 DOC# 159921

COVENANTS AND RESTRICTIONS

L. FRED BROOKS, BRENT S. BOBO AND JOSEPH C. ZIRK, are the owners of seven (7) tracts or parcels of real estate situate in Moorefield District, Hardy County, West Virginia, and described on a plat recorded in the Hardy County Clerk's Office in Map Book 2 Page 163 . Each and every one of said tracts is subject to the following Covenants and Restrictions that run with the land, and are binding upon the lot owner, their heirs, successors and assigns.

In event of violation or breach of the Covenants and Restrictions contained herein or threatened breach thereof, any lot owner or owners shall have the right to enjoin said violation or threat thereof by virtue of proceedings at law or equity against the person or persons violating or threatening to violate the Covenants and Restrictions and the owner or owners of the lots seeking to enforce the provisions of these Covenants and Restrictions shall have the right to obtain relief and recover damages for themselves and on behalf of all other owners of the various lots set forth on the aforesaid plat, as well as attorney's fees and other costs relating to any such enforcement by legal proceedings. No delay or omission in exercise if any rights, power or remedies provided under law or in this document shall be construed as a waiver thereof or an acquiescence of the violations or threatened violations.

Invalidation by any Court of competent jurisdiction, of any specific Covenant or Restriction contained herein shall in no way affect any other Covenant or Restriction and all such matters not expressly invalidated by a Court of competent jurisdiction shall remain in full force and effect.

1. Brooks, Zirk and Bobo shall be responsible for maintaining the access road set forth on the aforesaid plat until the sale of two of the lots, at which time the lot owners and subsequent lot owners, shall be responsible for operation and maintenance of said right of way on a pro rata basis, in conjunction with others having the legal right to use same. The access from the public road to the right of way set forth on the plat is not included in this requirement, and shall be maintained by those having the legal right to use same, in accordance with their respective ownership interests; however Brooks, Bobo and Zirk shall have no responsibility for maintenance of said right of way from the public road to the right of way set forth on the plat.

2. Each lot is subject to the reservation of a strip of land 15' in width along the road frontage of each lot and 5' on the inside of the remaining boundary lines, for installation, maintenance and operation of utilities.

3. No subdivision of any of the tracts is permitted with the exception of the 10.878 acre tract that may be subdivided once, in any size or dimension chosen by the owner thereof, so long as said subdivision does not violate local ordinances.

4. No trucks, old cars, unsightly or unlicensed vehicles of any type, nature or kind shall be permitted to remain on any tract. A motor vehicle that does not have a current inspection sticker or a current license plate not more than six (6) months out of date shall not be permitted on any tract.

5. No parking is permitted on the right of way set forth on the aforesaid plat and each lot owner shall provide adequate off-road parking for the owner and guests.

6. No signs of any type shall be erected or maintained on any tract, except for directional/information signs erected by Brooks, Bobo and Zirk, and except "For Sale" signs or rental signs not to exceed six (6) square feet in area that may be erected on the tract by the owner; however said signs must comply with any ordinances related thereto.

7. No single-wide mobile homes shall be permitted on any lot; however double wide mobile homes shall be permitted so long as they are placed upon solid masonry foundations and are thus rendered relatively permanent.

8. Motor homes or RVs shall not be permitted to constitute dwellings on the real estate; however they may be stored on the property. No temporary structures or camping trailers shall be permitted for use as a residence on the property at any time.

9. No more than one (1) single family residence shall be erected on any tract and no structure of any type, nature or kind shall be erected closer than 25' to any road or right of way relating to said tract, nor shall any structure of any type, nature or kind be erected or placed closer than 25' to the perimeter boundary of any tract.

10. No buildings shall be constructed on any tract, unless the proper construction permits have been obtained, and all other necessary and appropriate permits have been acquired.

11. Each tract shall be used only for residential/recreational purposes and no business shall be operated on any tract, with the exception that businesses operated on an electronic basis within the structures situate on any tract, shall be permitted; however, no advertising for said business shall be permitted, and no traffic relating to said business is permitted within the area set forth on the aforesaid plat.

12. No owner of any tract shall interfere with the natural drainage of surface water of any tract to the detriment of any other tract.

13. No owner of any tract shall disturb any wetlands existing on said tract without first securing permits required from all Federal, State and local agencies.

14. The owner of each tract shall properly maintain, repair and restore, as necessary, the exterior of any building erected on their tract. Owners likewise must repair and restore properly, to its prior condition, any part of a road or right of way within the area set forth on the aforesaid plat that is damaged by equipment of any tract owner or of their contractor enroute to or from owner's tract. All tracts, improved or unimproved, must be maintained by the owner in a neat and orderly condition at all times.

15. No garbage, junk, refuse, trash or other debris shall be permitted to accumulate or remain on any tract.

16. No hunting is permitted on any tract at any time, however bow hunting is permitted on the 10.878 tract only. The discharge of firearms is also prohibited at all times on all of the tracts.

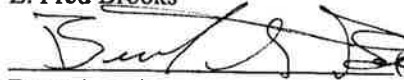
17. Dogs, cats and horses are the only animals that may be kept on the property, however they must be contained by a fence or pen sufficient to prevent such animals from escaping. The operation of any poultry operation of any type, nature or kind on any of the tracts is strictly prohibited and hogs or swine are not permitted to be kept on any tract at any time.

18. The use or operation of any motorcycle, dirt bike, all-terrain vehicle or any vehicle that produces unusually loud or disturbing noise, shall not be permitted on any of the tracts from sundown to daylight and while these vehicles may be utilized for ingress and egress on the right of way described on the aforesaid plat at any time, these vehicles may not be used for joy riding on the said right of way, only for access purposes.

19. No commercial timbering shall be permitted on any tract; however reasonable cutting of wood and timber for the purpose of clearing a building site is permitted and standing or fallen dead wood may be cut for personal use of the tract owner.

Witness the following signatures and seals this 16th day of April, 2007.

 (SEAL)
L. Fred Brooks

 (SEAL)
Brent S. Bobo

 (SEAL)
Joseph C. Zirk