

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) Kate Nazelrod, affiliated with

(firm name) Pioneer Ridge 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.			
	5-3-23		
Seller	Date	Buyer	Date
	5-3-23		
Seller	Date	Buyer	Date
Seller	Date	Buyer	Date

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

Date 5/3/23

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.



ITEMS TO CONVEY (AT NO VALUE)

Seller Rodney + Kathy Crace
Street Address 9158 Jersey mtn Rd County Hampshire
City Pounds West Virginia Zip 25437

- Yes No # Items
Alarm System
Built-in Microwave
Ceiling Fan
Central Vacuum
Clothes Dryer
Clothes Washer
Cooktop
Dishwasher
Disposal
Electronic Air Filter
Fireplace Screen/Door
Freezer
Furnace Humidifier
Garage Opener
Gas Log
Hot Tub, Equip & Cover
Intercom
Playground Equipment
Pool, Equip, & cover
Refrigerator
Refrigerator w/ice maker
Satellite Dish
Storage Shed
Stove or Range
Trach Compactor
Wall Mount Brackets
Wall Oven
Water Treatment System
Window A/C Unit
Window Fan
Window Treatments
Wood Stove
TV+stereosystem
electra fire place

A. As-Is Items: Seller will not warrant the condition or working order of the following items and/or systems:

B. Items That Do Not Convey: Freezer (standing)

SELLER: PURCHASER:
Signature Date Signature Date
Kathy Crace 5-3-23

Final Inspection (see Residential Sales Contract #8) of FINAL PROPERTY INSPECTION made on
The items to convey and the following items are acceptable: Roof, Structure, Heating System, Plumbing, Water Heater, Exhaust fans, Lights/Outlets, Central Air, Attic Fans, Smoke Detectors, Door Keys, Blinds/Shades, etc. All items are in acceptable condition (see Regional Sales Contract #7) or are noted below

[Empty box for notes]

- Refrigerator
Seller to credit the Purchaser \$
Repairs to be paid from escrow as per escrow agreement.
Seller to correct discrepancies within days.

The Agent shall not be liable for any breach of any agreement made by the Seller and Purchaser above.

SELLER: PURCHASER:
Signature Date Signature Date

West Virginia

VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

(This is not a warranty of the property condition)

Property Address 9158 Jersey mtn Rd

Legal Description 3.36 +/- ac lot 2 Big Oak Estates

NOTICE TO PURCHASER: The information provided is the representation of the Sellers to the best of their knowledge as of the date noted. Disclosure by the Sellers is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

SELLER:

- 1. Year Built? 2008
- 2. How long have you owned the property? 6 yrs
- 3. Dates lived in the property. 2017-2023

Property Systems: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

- Water Supply Public Well Other _____
- Sewage Disposal Public Septic System approved for _____ (#) BR
- Heating Oil Natural Gas Electric Bottled Heat Pump Age _____ Other _____
- Air Conditioning Oil Natural Gas Electric Bottled Heat Pump Age _____ Other _____
- Hot Water Oil Natural Gas Electric Capacity _____ Age _____ Other _____
- Internet Access in Home Yes or No; Current Provider _____

Comments _____

Please indicate to the best of your knowledge with respect to the following:

- 1. Foundation: Any settlement or other problems? Yes No Unknown N/A

Comments: _____

- 2. Basement/Crawlspace/Cellar: Any leaks or evidence of moisture? Yes No Unknown N/A

Comments: _____

- 3. Roof: Any leaks or evidence of moisture? Yes No Unknown N/A

Type of Roof: Shingle Age 15 yrs

- Is there any existing fire-retardant treated plywood Yes No Unknown N/A

Comments: _____

4. Other Structural Systems, including exterior walls and floors:

Any defects (structural or otherwise)? Yes No Unknown N/A

Comments: _____

5. Plumbing System: Is the system in operating condition? Yes No Unknown N/A

Comments: _____

6. Heating Systems: Is heat supplied to all finished rooms: Yes No Unknown N/A

Are the systems in operating condition? Yes No Unknown N/A

Comments: _____

7. Air Conditioning System:

Is cooling supplied to all finished rooms: Yes No Unknown N/A

Is the system in operating condition? Yes No Unknown N/A

Comments: Central A/C

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring? Yes No Unknown N/A

Comments: _____

9. Septic Systems: Is the septic system functioning properly? Yes No Unknown N/A

When was the system was last pumped? Date: _____ Unknown

Comments: _____

10. Water Supply: Any problem with water supply? Yes No Unknown N/A

Home water treatment system: Yes No Unknown N/A Leased Water system

Fire sprinkler system: Yes No Unknown N/A

Are the systems in operating condition? Yes No Unknown N/A

Comments: _____

11. Insulation:

In exterior walls? Yes No Unknown N/A

In ceiling/attic? Yes No Unknown N/A

In any other areas? Yes No Unknown N/A

Where? _____

Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after rain? Yes No Unknown N/A

Are gutters and downspouts in good repair? Yes No Unknown N/A

Comments: _____

13. Wood-destroying insects: Any infestation and/or prior damage?

Yes No Unknown N/A

Any treatments or repairs?

Yes No Unknown

Any warranties?

Yes No Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, methamphetamine lab, radon gas, lead-based paint, underground storage tanks, any mining operations or other past contamination) on the property

Yes No Unknown N/A

If yes, please specify _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

Yes No Unknown N/A

Comments: _____

16. Are there Fireplace(s)/Woodstove(s)/Chimney(s)
In good working condition?

Yes No Unknown N/A

Yes No Unknown N/A

Comments: _____

17. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

Yes No Unknown N/A

If yes, please specify _____

18. If you or a contractor has made improvements to the property, were the required permits pulled from the county or local permitting office?

Yes No Unknown N/A

Comments: _____

19. Is the property located in a flood zone, farmland/conservation area, wetland area and/or historic district designated by locality?

Yes No Unknown N/A

Comments: _____

20. Is the property subject to any restrictions imposed by a Home Owners Association, community association or any deed restrictions?

Yes No Unknown N/A

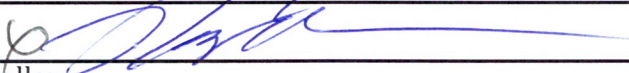
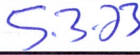
Comments: _____

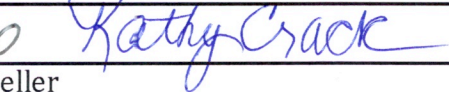

21. Are there any other material defects, including latent defects, affecting the physical condition of the property?

Yes No Unknown N/A

Comments: _____

NOTE: Seller may wish to disclose the condition of other buildings on the property on a separate VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

	
Seller	Date

	
Seller	Date

Purchaser	Date

Purchaser	Date

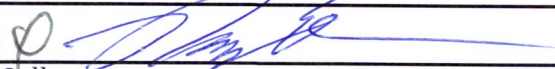
DISCLAIMER

NOTICE TO SELLER: 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 VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned Seller 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.

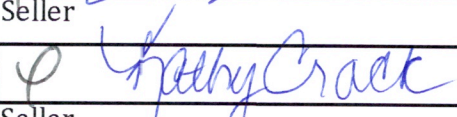
The Seller has actual knowledge of the following latent defects: _____

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	5-3-23
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Seller

Date

	5-3-23
---	--------

Seller

Date

The purchaser acknowledges receipt of this Disclosure/Disclaimer Document.

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Purchaser

Date

--	--

Purchaser

Date

Del: 10-18-04
Carl Keaton & Frazer
Attorney @ Law

64345

BOOK 436 PAGE 773

AMENDMENT TO
RESTRICTIVE COVENANTS AND CONDITIONS
FOR BIG OAK ESTATES

WITNESS this Amendment to the Restrictive Covenants and Conditions for Big Oak Estates, originally dated the 28th day of September, 1987, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 296, at page 493, by Clyde R. Robertson and Betty Jo Robertson, his wife; George I. Gardiner; Ronald C. McKnight, Jr., and Lucinda A. McKnight, his wife; Roger Stickley, II; Bobby G. Morton, Sr.; Patricia A. Albert; and Glenn M. Alt and Jeanne L. Alt, his wife; who comprise more than 80% of all of the owners of all of the lots in said Subdivision, which said Amendment, as set forth herein, shall be binding upon all owners of all lots in Big Oak Estates.

WHEREAS, Tract No. 1, of Big Oak Estates, is owned by Clyde R. Robertson and Betty Jo Robertson, his wife, by deed dated November 15, 1987, and of record in the aforesaid Clerk's Office in Deed Book No. 297, at page 315; and,

WHEREAS, Tract No. 2, of Big Oak Estates, is owned by George I. Gardiner, by deed dated October 18, 1990, and of record in the aforesaid Clerk's Office in Deed Book No. 322, at page 198; and,

WHEREAS, Tract No. 3, of Big Oak Estates, is owned by Ronald McKnight and Lucinda McKnight, his wife, by deed dated July 1, 1994, and of record in the aforesaid Clerk's Office in Deed Book No. 353, at page 281; and,

WHEREAS, Tract No. 4, of Big Oak Estates, is owned by Roger Stickley, II, by deed dated July 2, 2001, and of record in the aforesaid Clerk's Office in Deed Book No. 407, at page 471; and,

WHEREAS, Tract No. 6, of Big Oak Estates, is owned by Bobby G. Morton, Sr., by deed dated November 28, 1997, and of record in the aforesaid Clerk's Office in Deed Book No. 379, at page 708; and,

WHEREAS, Tract No. 7, of Big Oak Estates, is owned by Patricia A. Albert, by deed dated June 1, 2004, and of record in the aforesaid Clerk's Office in Deed Book No. 433, at page 409; and,

WHEREAS, Tract Nos. 8 and 9, of Big Oak Estates, are owned by Glenn M. Alt and Jeanne L. Alt, his wife, by deed dated October 21, 1998, and of record in the aforesaid Clerk's Office in Deed Book No. 388, at page

The undersigned do hereby amend the heretofore filed Restrictive Covenants and Conditions for Big Oak Estates, originally dated the 28th day of September, 1987, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 296, at page 493, and same shall be binding upon all owners of all lots of Big Oak Estates, unless otherwise amended or modified according to the terms and provisions as set forth in said Covenants.

All other covenants shall remain in full force and effect as to all other lots.

WITNESS the following signatures and seals:

Clyde R. Robertson
Clyde R. Robertson (Tract 1)

Betty Jo Robertson
Betty Jo Robertson (Tract 1)

George J. Gardiner
George J. Gardiner (Tract 2)

Ronald C. McKnight, Jr.
Ronald C. McKnight, Jr. (Tracts 3, 14)

Lucinda A. McKnight
Lucinda A. McKnight (Tracts 3, 14)

Roger Stickley, II
Roger Stickley, II (Tract 4)

Bobby G. Morton, Sr.
Bobby G. Morton, Sr. (Tract 6)

Patricia A. Albert
Patricia A. Albert (Tract 7)

Glenn M. Alt
Glenn M. Alt (Tracts 8-12)

Jeanne L. Alt
Jeanne L. Alt (Tracts 8-12)

STATE OF West Virginia,
COUNTY OF HAMP, TO WIT

The foregoing instrument was acknowledged before me this 27 day of Feb, 2004, by Clyde R. Robertson and Betty Jo Robertson, his wife.

My commission expires Feb 25, 2008.

John Malcolm
Notary Public

CARL, KEATON & FRAZER, PLLC
ATTORNEYS AT LAW
56 E. MAIN STREET
ROMNEY, WV 26757

SEAL
OFFICIAL SEAL
NOTARY PUBLIC • STATE OF WEST VIRGINIA
JOHN MALCOLM
HC 60 BOX 86
POINTS, WV 26437
MY COMMISSION EXPIRES FEBRUARY 25, 2008

STATE OF West Virginia
COUNTY OF Hamp, TO WIT

The foregoing instrument was acknowledged before me this 27 day
of Sept, 2004, by Patricia A. Albert.

My commission expires Feb 25, 2008.

OFFICIAL SEAL
NOTARY PUBLIC • STATE OF WEST VIRGINIA
JOHN MALCOLM
SEAL HC 60 BOX 86
POINTS, WV 26437
MY COMMISSION EXPIRES FEBRUARY 25, 2008

John A. Malcolm
Notary Public

STATE OF West Virginia
COUNTY OF Hamp, TO WIT

The foregoing instrument was acknowledged before me this 27 day
of Sept, 2004, by Glenn M. Alt and Jeanne L. Alt, his wife.

My commission expires Feb 25, 2008.

OFFICIAL SEAL
NOTARY PUBLIC • STATE OF WEST VIRGINIA
JOHN MALCOLM
HC 60 BOX 86
POINTS, WV 26437
MY COMMISSION EXPIRES FEBRUARY 25, 2008

John A. Malcolm
Notary Public

SEAL

THIS INSTRUMENT PREPARED BY:
JULIE A. FRAZER, ATTORNEY AT LAW
CARL, KEATON & FRAZER, PLLC
56 EAST MAIN STREET, ROMNEY, WEST VIRGINIA 26757
jaf/njhcoventants/Big Oak Estates

CARL, KEATON
& FRAZER, PLLC
ATTORNEYS AT LAW
56 E. MAIN STREET
ROMNEY, WV 26757

SHARON H. LINK
HAMPSHIRE COUNTY 02:41:09
INSTRUMENT NO 64959
RECORDED DATE 10/04/2004
DOCUMENT TYPE CAR
BOOK-PAGE 436-773
REC/ADD FEE 5.00 1.00

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 1014104 2:41 p.m.

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office
and admitted to record.

Teste Sharon H. Link Clerk.