

11

Recent Change: 05/15/2024: New Active: ->ACT

MLS #: WVHS2004694 Beds: 3 2/1 Tax ID #: 05 6004700000000 Baths: Ownership Interest: Fee Simple Total Rooms:

Above Grade Fin SQFT: 1,220 / Assessor Association: HOA Structure Type: Detached Assessor AbvGrd Fin SQFT:1,220

Price / Sq Ft: 266.39 Levels/Stories: 1.5 Year Built: 2015 Furnished: Nο

Waterfront: Style: Bi-Level, Split Foyer No Central Air: Mountain, Street Yes Views:

Basement: Yes Garage: Yes

Location

Hampshire County Schools Hampshire, WV School District: County:

In City Limits: No Election District:

Gore Municipality: HARVEST HILLS Subdiv / Neigh:

**Association / Community Info** 

HOA: HOA Fee: \$300 / Annually Yes

**HOA Name:** HARVEST HILLS Association Recreation Fee No Property Manager: Nο

**Taxes and Assessment** 

Tax Assessed Value: \$178,600 / 2022 Tax Annual Amt / Year: \$937 / 2022 Clean Green Assess: No Imprv. Assessed Value: \$147,100 \$31,500 Municipal Trash: Land Assessed Value: Nο Loss Mitigation Fee: No Historic: No Land Use Code: Agricultural Tax Due: No 004 NONE Block/Lot:

Rooms Bed Bath Main 2 Full, 1 Half

**Building Info** 

Zoning:

Above Grade Fin SQFT: 1,220 / Assessor Main Entrance Orientation: East Below Grade Fin SQFT: 520 / Assessor Construction Materials: Frame Carpet, Wood Total Below Grade SQFT: 520 / Assessor Flooring Type: Total Fin SQFT: 1,740 / Assessor Roof: Shingle

1,740 Tax Total Fin SQFT:

1,740 / Assessor Total SOFT:

Foundation Details: Block, Concrete Perimeter

Rural

Basement Type: Full

Lot

Lot Acres / SQFT: 0.71a / 30928sf / Assessor Road: Black Top / Private

Additional Parcels: Lot Features: Corner, Level, Road Frontage, Rural,

Mountain, Street SideYard(s), Trees/Wooded Views:

Location Type: **Ground Rent** 

Ground Rent Exists:

**Parking** 

Detached Garage - # of Spaces Detached Garage, Driveway, Garage Door Opener, Features: Driveway - # of Spaces Inside Access

**Total Parking Spaces** 5 **Interior Features** 

Interior Features: Attic, Carpet, Ceiling Fan(s), Combination Kitchen/Dining, Floor Plan-Traditional, Window Treatments, Wood

Floors; No Fireplace; Built-In Microwave, Dishwasher, Dryer, Refrigerator, Stove, Washer; Accessibility

Features: None; Surveillance System; Main Floor Laundry

**Exterior Features** 

Exterior Features: Deck(s), Porch(es); Pool: No Pool

**Utilities** 

Utilities: Electric Available, Phone Available; Central A/C; Cooling Fuel: Electric; Electric Service: 200+ Amp Service;

Heating: Heat Pump(s); Heating Fuel: Electric; Hot Water: Electric; Water Source: Public; Sewer: Public

Sewer; Internet Services: Broadband, Satellite

Remarks

Public: Welcome to your dream home in the heart of Harvest Hills, Romney, West Virginia! Nestled in a picturesque and highly sought-after neighborhood, this split foyer gem awaits its new owners. Situated on a sprawling

corner lot, just shy of 1 acre, this property boasts an abundance of outdoor space, offering privacy and great views of the surrounding mountains. Step inside and be greeted by the timeless charm of this classic home. With a traditional floor plan featuring 3 bedrooms and 2.5 baths, there's ample space for both relaxation and entertainment. The large kitchen is a chef's delight, adorned with granite countertops and top-of-the-line appliances. The dining area seamlessly blends into the open-concept design, creating a warm and inviting atmosphere for family meals and socializing. Hardwood flooring adds a touch of elegance and durability to the space, while sliders provide easy access to the deck, ideal for alfresco dining and soaking in the scenic views. Downstairs discover a fully finished basement, offering additional space for expansion and enjoyment. Whether it's a cozy family room, a home office, or a recreational area, the possibilities are endless. For added convenience and security, this home features a 2-car garage with interior access, ensuring comfort and peace of mind year-round. A separate large laundry room adds practicality to everyday living, making chores a breeze. The prime location of this home offers easy access to shopping,

dining, schools, and medical facilities, ensuring that all your needs are just moments away.

**Listing Office** 

List Team Name: The Pioneers

Listing Agent: <u>Erin Rushing</u> (3298694) (Lic# WVS190300912) (304) 359-8699

Listing Agent Email: <u>erin@pioneerridgerealty.com</u>

Responsible Broker: Craig See (82600) (Lic# CG488-WV)

Listing Office: Pioneer Ridge Realty (CAPTA1) (Lic# WVB190300523)

82 S W. Main St Ste, Romney, WV 26757-1700

Office Phone: (304) 359-2214

Office Email: <a href="mailto:craig@pioneerridgerealty.com">craig@pioneerridgerealty.com</a>

**Showing** 

Showing Contact: Agent Lock Box Type: Combo
Contact Name: ERIN RUSHING Lock Box Location: FRONT DOOR

Showing Requirements: 2 Hours Notice, Appointment Only, Schedule Online, Sign on Property

Showing Method: In-Person Only

Directions: FROM ROMNEY - US-50 EAST / NORTHWESTERN PIKE - 3.4 MILES, TURN LEFT ONTO RIDGE LOOP RD - 0.1

MILES, TURN RIGHT ONTO SUNRISE BLVD - 0.4 MILES, TURN RIGHT ONTO HARVEST DR - 0.5 MILES TO

HOME ON LEFT. SIGN ON PROPERTY.

Compensation

For more information about offers of compensation, see <a href="mailto:BrightMLS.com/offer-comp.">BrightMLS.com/offer-comp.</a>

Buyer Agency Comp: 2.5% Of Gross Sub Agency Comp: 0% Of Gross

Dual/Var Comm: No

**Listing Details** 

Original Price: \$325,000 Owner Name: Alexandra F Wilcox

DOM / CDOM: Vacation Rental: 2/2 No **Exclusive Right** Original MLS Name: **BRIGHT** Listing Agrmnt Type: Prospects Excluded: No Expiration Date: 10/31/24 Listing Service Type: **Full Service** Lease Considered: Nο

Dual Agency: Yes Home Warranty: No
Sale Type: Standard Documents Available: Aerial Photo, Other, Plat, Restrictions

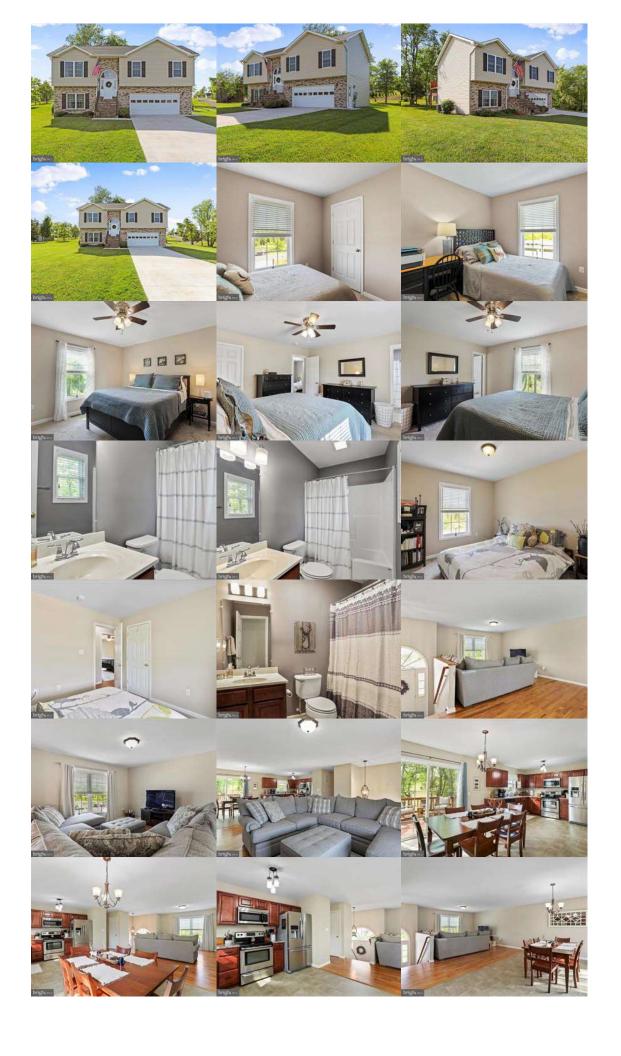
Listing Term Begins: 05/15/2024 Pets Allowed: Yes

Listing Entry Date: 05/15/2024 Pet Restrictions: No Pet Restrictions
Possession: Settlement

Acceptable Financing: Cash, Conventional, FHA, USDA, VA

Federal Flood Zone: No

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### **WV Real Estate Assessment Data**

About New Search Structure Drawing

Parcel ID 14-05-0006-0047-0000 Tax Year 2023 County Hampshire Date 4/29/2024

Root PID 14050006004700000000

**Property Owner and Mailing Address** 

Owner(s) WILCOX ALEXANDRA F

Mailing Address 397 HARVEST DR, ROMNEY, WV 26757

**Property Location** 

Physical Address 397 HARVEST DR

E-911 Address 397 HARVEST DR Romney WV 26757

Parcel ID 14-05-0006-0047-0000

County 14 - Hampshire District 5 - Gore District

Map O006 (Click for PDF tax map)

Parcel No. 0047
Parcel Suffix 0000

Map View Link https://mapwv.gov/parcel/?pid=14-05-0006-0047-0000

**General Information** 

Tax	Book /	<u>Deeded</u>	<u>Calculated</u>	Legal Description
Class	Page	<u>Acres</u>	<u>Acres</u>	
2	529 / 130	0.710	0.71	.71 AC LOT 11 HARVEST HILLS SD

0.71

Cost Value Appraisal Value

Dwelling Value\$147,100Land Appraisal\$31,500Other Bldg/Yard Values\$0Building Appraisal\$147,100Commercial Value---Total Appraisal\$178,600

**Building Information** 

Property Class R - Residential

Land Use 101 - Residential 1 Family

Sum of Structure Areas 1,740

01 L	anamg	5 (Ca. G5)									
Card	Year Built	Stories	CG	Architectural Sty	⁄le	Exterio Wall	or	Basement T	Fo	Square ootage (SFLA)	Building Value
1	2015	1	3M	Bi-level/Split Foy	er	Aluminu	ım	Full		1,740	\$147,100
										1,740	\$147,100
	Year				Heat				Full	Half	Total
Card	Built	,	Attic	Fuel	System	He	at/AC	Bedrooms	Baths	Baths	Rooms
1	2015	١	None	Electric	Heat Pum	p Cent	ral A/C	3	2	1	6
								3	2	1	6
Floo	d Zone	Informa	tion						Learn mo	re at WV F	lood Tool
A	cres (c.		This	s parcel appears not to	he within s	any identifi	ied flood	hazard zone			
	0.71	Low	11118	s parcer appears not to	De Within 8	arry Identili	ied ilood	nazaru zone.			
Sales	Histo	ry								<u>Le</u>	earn More
Sale	Date		Price	Sale Type	Source (	Code	Validity	Code	Book	Pag	e
4/2	4/2015		\$2,500	Land only	1		5		529	130	
5/	6/2013	\$8	55,000	Land only	4		1		514	451	
Parce	el Hist	ory									
Tax Year	Tax	Owner		Owner Address	Book/	Legal De	occription	2	Land E	Building	Total
2023	2	WILCOX		397 HARVEST DR,	Page 529/	.71 AC	•			\$147,100	\$178,600
2023	۷	ALEXAND	RA F	ROMNEY, WV 26757		HARVEST			1,500	\$147,100	\$176,600
2022	2	WILCOX		397 HARVEST DR,	529/	.71 AC	LOT 11	\$3	1,500	\$147,100	\$178,600
		ALEXAND	RA F	ROMNEY, WV 26757	130						
	_					HARVEST					
2021	2	WILCOX ALEXAND	DA E	397 HARVEST DR	529 / 130	.71 AC	LOT 11	\$3	1,500	\$147,100	\$178,600
		ALLXAND	IVA I	, ROMN		HARVEST	T HILLS SI	)			
					,						
				WV 26757							
2020	2	WILCOX	DAE	397 HARVEST DR, ROMNEY, WV 26757	529/	.71 AC			1,500	\$147,100	\$178,600
		ALEXAND	NA F	NOIVINET, WV 20/5/	130	HARVEST	LILLES 21	,			

Tax	Tax			Book/				
Year	Class	Owner	Owner Address	Page	Legal Description	Land	Building	Total
2019	2	WILCOX ALEXANDRA F	397 HARVEST DR, ROMNEY, WV 26757	529/ 130	.71 AC LOT 11 HARVEST HILLS SD	\$30,000	\$145,600	\$175,600
2018	2	WILCOX ALEXANDRA F	350 WOODLAND WAY, ROMNEY, WV 26757	529/ 130	.71 AC LOT 11 HARVEST HILLS SD	\$25,500	\$145,600	\$171,100
2017	2	WILCOX ALEXANDRA F	350 WOODLAND WAY, ROMNEY, WV 26757	529/ 130	.71 AC LOT 11 HARVEST HILLS SD	\$24,000	\$144,900	\$168,900
2016	3	WILCOX ALEXANDRA F	350 WOODLAND WAY, ROMNEY, WV 26757	529/ 130	.71 AC LOT 11 HARVEST HILLS SD	\$20,300	\$110,100	\$130,400
2015	3	FNB BANK INC	PO BOX 1037, ROMNEY, WV 26757	514/ 451	.71 AC LOT 11 HARVEST HILLS SD	\$44,100	\$0	\$44,100
Show/I	Hide Pai	cel History Prior to 2015						

# ITEMS TO CONVEY (AT NO VALUE)

Seller Alexandra Faith Phillips					
Street Address 397 Harvest Drive	County HAMPSHIRE				
City Romney	, West Virginia Zip <sup>26757</sup>				
Yes No # Items  Alarm System Ring Built-in Microwave Ceiling Fan Central Vacuum Clothes Dryer Clothes Washer Cooktop Dishwasher Disposal Electronic Air Filter Fireplace Screen/Door	Yes       No # Items         □       Freezer       □       Satellite Dish         □       Furnace Humidifier       □       Storage Shed         □       Garage Opener       □       Stove or Range         □       Wremote       □       Trach Compactor         □       Gas Log       □       Wall Mount Brackets         □       Hot Tub, Equip & Cover       □       Wall Oven         □       Intercom       □       Water Treatment System         □       Playground Equipment       □       Window A/C Unit         □       Pool, Equip, & cover       □       Window Fan         □       Refrigerator       □       Window Treatments         □       Refrigerator w/ice maker       □       Wood Stove				
A. As-Is Items: Seller will not warrant to	ne condition or working order of the following items and/or systems:				
B. Items That <u>Do Not Convey:</u>					
SELLER:  Alexandra Phillips Signature	PURCHASER:  5-14-34  Date  Date  Date				
Signature	Date Signature Date				
The items to convey and the following if	Contract #8) of FINAL PROPERTY INSPECTION made on ems are acceptable: Roof, Structure, Heating System, Plumbing, Water Heater, Attic Fans, Smoke Detectors, Door Keys, Blinds/Shades, etc. All items are in Contract #7) or are noted below				
Seller to credit the Purchaser \$ Repairs to be paid from escrow as per Seller to correct discrepancies within  The Agent shall not be liable for a	r escrow agreement. days.  ny breach of any agreement made by the Seller and Purchaser above.				
SELLER:	PURCHASER:				
Signature	Date Signature Date				
Signature	Date Signature Date				

### West Virginia

### VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

(This is not a warranty of the property condition)

<b>Property Address</b>	§397 Harvest Drive,	Romney, WV 26757				
Legal Description	1.71 AC LOT 11 HAR	VEST HILLS SD				
NOTICE TO PURCE their knowledge as an independent hor information contain property of which the knowledge.	of the date no me inspection ned in this sta	oted. Disclosur company, and tement is not a	e by the Sellers you may wish warranty by t	s is not a substi to obtain such The Sellers as to	itute for an ins an inspection. o the condition	pection by The of the
SELLER:						
<ol> <li>Year Built?</li> <li>How long had</li> <li>Dates lived</li> </ol>	ave you owne		? 9 YEARS			
<b>Property Systems</b>	: Water, Sewa	age, Heating &	Air Conditioni	ng (Answer al	l that apply)	-
Water Supply	<b>☑</b> Public	☐ Well				
Sewage Disposal	Public	☐ Septic Sys	tem approved	for	(#) BR	
Heating		tural Gas 🗹 El				Other
Air Conditioning		tural Gas 🗹 El				Other
Hot Water		tural Gas 🛭 El				Other
Internet Access in I						E3
_						
Please indicate to the second					□ Unknown	□ N/A
Comments:						
2. Basement/C	rawlspace/Ce	ellar: Any leaks	or evidence o		□ Unknown	□ N/A
3. Roof: Any lea					□ N/A	
Type of Roof:			_Age		/	
Is there any ex	xisting fire-re	tardant treate	d plywood	☐ Yes ☐ No	Unknown	□ N/A
Comments:						

4.	Other Structural Systems, including exte	erior walls and floors:
	Any defects (structural or otherw	rise)? □ Yes □ No□ Unknown □ N/A
Со	mments:	
5.	Plumbing System: Is the system in operation	rating condition? Yes No Unknown N/A
	mments:	
6.		l finished rooms: ☑ Yes □ No□ Unknown □ N/A
	Are the systems in operating cond	dition?
Co	mments:	
7.	Air Conditioning System: Is cooling supplied to all finished r	rooms:
	Is the system in operating condition	
Co	mments:	•
8.		ns with electrical fuses, circuit breakers, outlets or ☐ Yes ☑ No☐ Unknown ☐ N/A
Coı	mments:	
9.	Septic Systems: Is the septic system func When was the system was last pumped?	ctioning properly?    Yes    No    Unknown    N/A
Cor	mments:	
10.		supply? ☐ Yes ☑ No☐ Unknown ☐ N/A
	Home water treatment system:	☐ Yes ☐ No☐ Unknown ☐ N/A ☐ Leased
	Fire sprinkler system:	□ Yes ☑ No□ Unknown □ N/A
	Are the systems in operating condition?	
Con	nments:	
11.	Insulation: In exterior walls? In ceiling/attic? In any other areas? Where?	☐ Yes ☐ No☐ Unknown ☐ N/A☐ Yes ☐ No☐ Unknown ☐ N/A☐ Yes ☐ No☐ Unknown ☐ N/A
Con	nments:	
<b>12.</b> ]	Exterior Drainage: Does water stand on t	the property for more than 24 hours after rain?  ☐ Yes ☐ No☐ Unknown ☐ N/A
Are	gutters and downspouts in good repair?	
	nments:	
13. V	Wood-destroying insects: Any infestation	n 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 (inclandfills, asbestos, methamphetamine lab, radon gas tanks, any mining operations or other past contamin	s, lead-based pa nation) on the p	int, underground storage			
If yes, please specify					
15. If the property relies on the combustion of a fossil fu clothes dryer operation, is a carbon monoxide alarm	el for heat, vent installed in the	cilation, hot water, or property?			
	☐ Yes ☐ No	□ Unknown □√/A			
Comments:					
16. Are there Fireplace(s)/Woodstove(s)/Chimney(s)	🗖 Yes 🗖 No	□Unknown □N/A			
In good working condition?	☐ Yes ☐ No	□ Unknown □ N/A			
Comments:					
17. Are there any zoning violations, nonconforming uses setback requirements or any recorded or unrecorded affecting the property?	d easement, exc	ilding restrictions or ept for utilities, on or Unknown N/A			
If yes, please specify					
18. If you or a contractor has made improvements to the pulled from the county or local permitting office?	property, were	the required permits  Unknown  N/A			
Comments:		,			
19. Is the property located in a flood zone, farmland/conhistoric district designated by locality?	servation area,	wetland area and/or Unknown DN/A			
Comments:		,			
20. Is the property subject to any restrictions imposed by community association or any deed restrictions?	y a Home Owner  ☐ Yes ☐ No	rs Association,  Unknown  N/A			
Comments:					
21. Are there any other material defects, including latent of the property?	defects, affectir ☐ Yes ☐ No☐	ng the physical condition I Unknown  I N/A			
Comments:		- -			

#### 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.

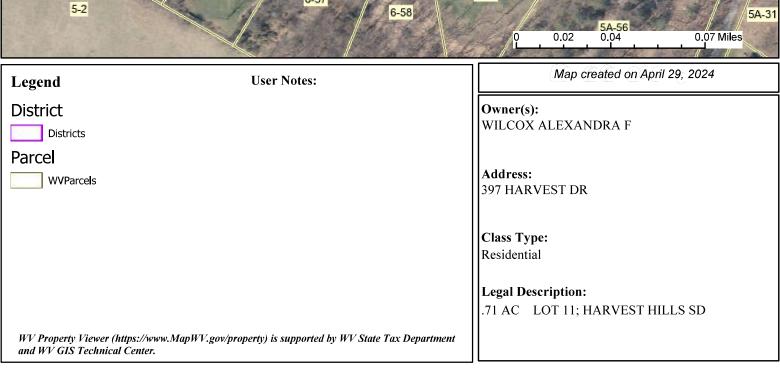
The Seller has actual knowledge of t	the following latent defects:
NONE KNOWN Asris	
alexandia Philleps	5-14-24
Seller	Date
Seller	Date
The purchaser acknowledges receip	t of this Disclosure/Disclaimer Document.
Purchaser	Date
•	
Purchaser	Date

## Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

For the sale of Property at:3	97 Harvest Drive, Romney, WV 26757		
SELLER REPRESENTS AN	D WARRANTS, INTENDING THAT SUCH BE	RELIED UPON REGARDING THE ABOVE PROPERT	V THAT (see to Coll
initial ONE of the following a	nd state Year Constructed):2015	NEELED OF ON NEGARDING THE ABOVE PROPERT	Y, IHAI (each Seller
Propert Seller is	y (all portions) was constructed after January 1 y (any portion) was constructed before January s unable to represent and warrant the age of the	1, 1978. (If initialed, complete all sections.) property. (If initialed, complete all sections.)	
SELLER AGREES TO COMPLY	WITH REQUIREMENTS OF THE FEDERAL RESID	ENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT O	OF 1992.
Lead Warning Statement. E that such property may prese poisoning in young children n problems, and impaired mem required to provide the buyer	Every purchaser of any interest in residential react texposure to lead from lead-based paint that may produce permanent neurological damage, it is been been posses a particular rise with any information on lead-based paint base	al property on which a residential dwelling was built pric may place young children at risk of developing lead po- including learning disabilities, reduced intelligence quo- ik to pregnant women. The seller of any interest in resi rds from risk assessments or inspections in the seller's or inspection for possible lead-based paint hazards is	or to 1978 is notified pisoning. Lead tient, behavioral idential real property is
II. Seller Disclosure (each S	Seller complete items 'a' and 'b' below)		
(a) Presence of lead-based p	paint and/or lead-based paint hazards (check (i _ Known lead-based paint and/or lead-based p	) or (ii) below): aint hazards are present in the housing (explain)	
(ii)	Seller has no knowledge of lead-based paint	and/or lead-based paint hazards in the housing.	
(b) Records and reports avai	lable to the Seller (check (i) or (ii) below):	ailable records and reports pertaining to lead, based by	aint
(ii)	Seller has no reports or records pertaining to	lead-based paint and/or lead-based paint hazards in ti	he housing.
III. Purchaser Acknowledgm	ent (each Purchaser initial and complete ite	ms c, d, e and f below)	
cPurchase	er has read the Lead Warning Statement above	ı <b>.</b>	
	er has received copies of all information listed a		al here.)
e. Purchase	er has received the pamphlet Protect Your Fam	ily from Lead in Your Home.	
f. Purchase	presence of lead-based paint and/or lead-based	agreed upon period) to conduct a risk assessment or in sed paint hazards. essment or inspection for the presence of lead-based p	
n			
IV. Agent's Acknowledgmen	·		
g. Listing an info <del>med the Seller and the Pu</del>	d Selling Sales Associates are aware of their d rchaser of their obligations under this law as ev	uty to ensure compliance with 42 U.S.C. 4852d. These ridenced by the Seller and the Purchaser having compl	e Associates have leted this form.
V. Certification of Accuracy			
The following parties have revi	ewed the information above and certify, to the b	pest of their knowledge, that the information they have	provided is true and
Alexandra P	hillips 5-14-24 Date	Purchaser	Date
Seller	Date	Purchaser	Date
Erin Rushing Agent	dotloop verified 05/07/24 1:28 PM EDT GW0A-V5F4-PEQK-QJBC		
ngent.	Date	Agent	Date

## My Map

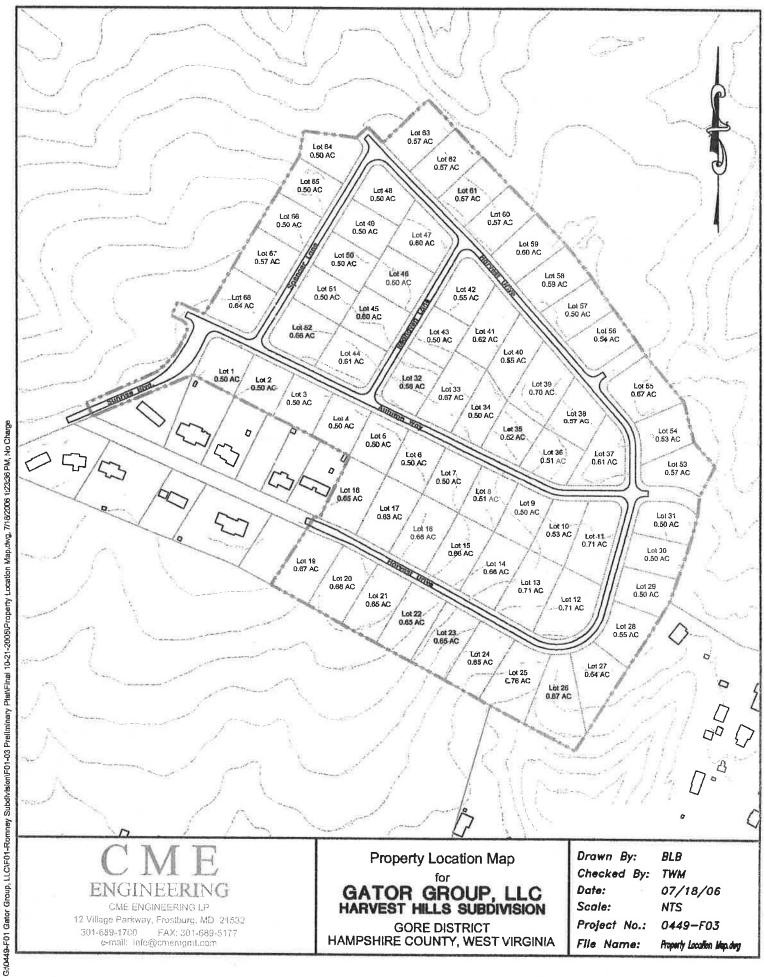




# My Map



5-2		5A-56 0 0.02 0.04 0.07 Miles
Legend	User Notes:	Map created on April 29, 2024
District  Districts		Owner(s): WILCOX ALEXANDRA F
Parcel  WVParcels		Address: 397 HARVEST DR
		Class Type: Residential
		Legal Description: .71 AC LOT 11; HARVEST HILLS SD
WV Property Viewer (https://www.Ma and WV GIS Technical Center.	pWV.gov/property) is supported by WV State Tax Department	



CME ENGINEERING LP 12 Village Parkway, Frostburg, MD 21532 301-689-1700 FAX: 301-689-5177 e-mail: info@cmemgmt.com

GATOR GROUP, LLC HARVEST HILLS SUBDIVISION

**GORE DISTRICT** HAMPSHIRE COUNTY, WEST VIRGINIA Date: 07/18/06

Scale: Project No.:

NTS 0449-F03

File Name:

Property Location Map.dwg

#### ARTICLE IV

#### **USE RESTRICTIONS**

- (1) No signs or advertising of any nature shall be erected or maintained on any lot, except "for sale" or "rental" signs not to exceed six (6) square feet in area (said signs must comply with all county, state or federal law), except for directional and informational signs provided by the Declarant, it successors or assigns.
- (2) No Owner of any Lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lots. Consequently, in the construction of driveways into any lot, a minimum 15-inch diameter culvert shall be used in constructing the driveway in order to facilitate natural drainage, with a sufficient depression installed on driveway to allow drainage across driveway in case of overflow of the culvert.
- (3) No parking is permitted upon any road within the property at any time, and as part of development of any lot, the Owner shall provide acequate off-road parking for himself and guests.
- (4) At no time shall any recreational structure, such as basketball hoops and backboards, be located upon the roadways or right-of-ways of the development.
- (5) Due to the unsightliness of junk vehicles, no motor vehicle or trailer, which does not have current license plates or an inspection sticker not more than three (3) months out of date, shall be permitted on any lot. Motor-homes, camping trailers, RVs and/or utility trailers may be placed upon the property only for storage, if done so in a manner that is consistent with the neighborhood and in a manner that obscures sight of it by other property owners and from the roads and rights of way of the subdivision.
- (6) No building of a temporary nature shall be erected or placed on any lot except those customarily erected in connection with building permanent structures, and in such cases, for a period not to exceed twelve (12) months.
- (7) Not more than one (1) single-family residence shall be erected on a lot in the subdivision or phases thereof. Residences shall contain a minimum of 1,500 square feet of living space and provide garage space sufficient to house at least one (1) vehicle. Said square footage requirement is of living space, excluding

basement, porch, carport, deck, garage and overhanging eaves. All exterior construction must be completed and closed in within twelve (12) months of the commencement of construction. No exterior siding (including exposed foundation) of poured concrete, masonry block or cincer block shall be permitted and all foundations must be finished in a manner consistent with the home. Mobile homes or doublewide homes are not permitted in the subdivision; however, stick built modular homes may be permitted in the subdivision. Further, no residence in the subdivision shall be constructed in a manner so that there are more than three (3) floors above ground level.

- (8) Detached garages are permitted; however, any such detached garage shall not be included in the square footage requirement for the dwelling to be built on any lot in the development. Any detached garage must be of a design and constructed of materials similar in nature to the residence constructed on any property, further the square footage of any detached garage shall not be greater than fifty percent (50%) of the square footage of the residence constructed on any lot in the subdivision. No aluminum car shelters or other detached carports of any nature shall be permitted on any lot in the development. Further, the construction of any garage, detached or attached, shall not precede the construction of a residence on any lot in the Development. Each lot shall be used for residential purposes only, and any garage, barn or outbuilding must conform generally in appearance and material to any dwelling on said lot.
- (9) Any construction of structures on the property shall be done in such a manner as to not unreasonably interfere with the view or "view shed" of any existing residence(s) on the adjoining properties in the development.
- (10) No outdoor animals, domestic or otherwise, may be kept on the property. Indoor domesticated pets are permitted; however, all Owners and residents agree to be responsible for the proper care and supervision of their pets while outside their residence. Further, all Owners and residents by acceptance of their deed agree to be responsible for cleaning up after their pets and removal of all pet waste from the common areas of the development. All Owners and residents

agree further to comply with all local and state regulations and laws concerning the care and possession of pets within the subdivision.

- (11) No Lot shall be used for commercial use, except that Lots may be utilized for in-home occupations although no signs or advertisements thereof will be permitted within the subdivision. While business invitees thereof all have use of the subdivision roadways, such use shall be for ingress and egress only. Such in home occupational use shall not be permitted to become a nuisance to other Lot owners.
- (12) The owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any lot owned by him. Owners likewise agree to repair and restore promptly to its prior condition any part of the subdivision road damaged by equipment of Owner or his contractor en route to or from Owner's lot. Further, prior to and during construction of any residence or appurtenant structure on a lot in the subdivision the Owner of any lot shall be required to post with the Declarant, its successors or assigns, a construction bond fee of \$1,500.00, to be held in escrow by the Declarant until such time as construction is complete and this paragraph has been fully complied with. Upon failure to comply with this paragraph, upon writter, notice of said failure to comply by Declarant to Owner, and upon Owner's continued failure to comply with this paragraph, said funds may be used by the Declarant, its successors or assigns to enforce compliance with this paragraph and Owner waives any claim to said funds used in such manner.
- No building shall be constructed closer than twenty-five (25) feet from the property lines of any Lot, or the outside property lines of combined lots where two (2) or more lots are used for the construction of one (1) single residence.

  Further, all setback lines in the subdivision shall comply with the then current version of the Hampshire County, West Virginia subdivision ordinance.
- (14) No lots shall be maintained or used as a dumping ground for rubbish.
  Trash, garbage or other waste must be kept in sanitary containers. All raw materials must be kept from view at all times.

- All utility lines, including but not limited to, electric, water, sewer, cable, phone, etc., shall be installed in an underground manner in the subdivision. The Declarant reserves unto itself or its assigns the right to erect, maintain and operate and replace telephone and electric and other utility lines, conduits and related equipment and water, gas and sewer lines, and the right to grant easements or rights of way therefore, over, on and under a strip of land ten (10) feet along all property lines not serving as the centerline for street right of ways and twenty-five (25) feet along all street right-of-ways, in addition to easements reserved by any other instruments duly recorded. A utility fee may be included in the initial Purchase price of each lot by Declarant. Any such fee collected shall only be used to pay for the installation of electric, telephone service and other utility service to each lot. The extension of any such service from any lot's property line and onto the lot is the responsibility of the Owner.
- (16) Each Owner shall have an unobstructed right-of-way and easement over and across the roads as shown on the subdivision plat(s) as recorded from time to time, for the purpose of ingress and egress to and from the public roads and common areas and facilities in the subdivision. No part of any lot may be sold or used as a road or right-of-way without advance written permission of the Declarant. The Property Owner's Association shall be solely responsible for the maintenance of the subdivision roads and common areas and elements.
- (17) Reasonable cutting of wood and timber for land clearing is permitted.

  However, no cutting of wood for commercial purposes is permitted.
- otherwise approved for usage on the roads of the State of West Virginia, all-terrain vehicles, ATVs, 4-wheelers, 3-wheelers, snowmobiles and all other such similar recreational or unlicensed vehicles is prohibited on the roads and right-of-ways of the subdivision.
- (19) Hunting and the discharge of firearms within the subdivision are prohibited.
- (20) No open fires shall be permitted in the development.

- (21) All driveways in the development must be constructed in a manner consistent with the quality of the neighborhood. All driveways must be paved with asphalt, concrete, brick pavers, or other similar hard surfaced material within sixty (60) days of the completion of construction of any residence on any lot within the development. At no time shall a driveway of shale, dirt, stone, gravel or tar and chip, or other similar construction be permitted on any lot beyond sixty (60) days of completion of construction of any residence.
- (22) All residents and Owners agree to abide by these covenants, and to be bound by them. Further all residents and Owners agree to be bound by and honor all posted signs placed along the roadways, right-of-ways and common areas of the development by Declarant or its successors and assigns and by acceptance of the deed to the property consent to the enforcement of such posted signs by any and all local law enforcement authorities.
- (23) If any lot owner shall violate any of the covenants herein, it shall be lawful for any Owner or the Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him from doing so or to recover damages or other dues for such violation. Failure to enforce any provision herein shall in no way be deemed a waiver of the right to do so hereafter.
- (24) The Association by a vote of two-thirds (2/3rds) of its members may make additional rules, covenants, and restrictions for the use of the Property, which together with the above may be deemed advisable by the Association.
- (25) No lot may be further subdivided. However, the Declarant does reserve the right to re-plat any subdivision lot, which right may include the right to further subdivide lots within the subdivision, which have not been previously transferred by the Declarant.
- Owner of any lot within the development acknowledges and agrees by his acceptance of a Deed to property within the development that a private sewage disposal and treatment facility exists for the use of all lots within the development and Declarant, its successors and assigns. Owner agrees that as part of any purchase of a lot in the development he may be responsible for the payment to

Declarant's supplier the sum necessary for the purchase of all required sewage pumps and or grinder pumps, (particularly Lots 19, 23, 24, 25, 26, and 27 of Phase One of Harvest Hills Subdivision shall require grinder pumps, and other lots in the subdivision may require same based upon engineering recommendations), pay a water tap connection fee of \$300.00, (or the then current tap fee as set by the Central Hampshire Public Service District or its successor, and pay a monthly fee to Central Hampshire Public Service District for water service and a monthly fee to the Declarant, its successors and assigns, for the use of the central sewage system, consistent with the then current fees assessed by the Central Hampshire Public Service District of Hampshire County, West Virginia, or its successor agencies. Owner further understands and agrees that while Declarant reserves to itself the right to maintain and operate such sewage treatment facilities for the development, including any subsequent phases of the development and to sell excess capacity to other third parties, Declarant further reserves unto itself the right to transfer operation and maintenance of the system to the Harvest Hills Subdivision Property Owners Association upon sale of seventy-five percent (75%) of the lots in the development, or to the Central Hampshire Public Service District of Hampshire County, West Virginia or any successors agencies. Owner agrees that it consents to any such transfer in advance, upon its proper approval by the West Virginia Public Service Commission or other appropriate authority. Further, Owner agrees in advance to pay any further fees due hereunder or as assessed by the successor owner/operator of such facility.

- (27) Further, by acceptance of a Deed to property in Harvest Hills Subdivision the Owner agrees to comply with all requirements of Declarant, its heirs successors and assigns concerning use of the central sewage system of Harvest Hills Subdivision. At no time shall storm water be diverted, or gutters installed from homes so as to divert storm water, into the central sewage system by Owner.
- Owner agrees to maintain his yard area in a manner consistent with the neighborhood. All yards shall be maintained in a uniform and consistent manner and lawns shall be regularly kept and mowed. Further, all above ground pools,